

AGREEMENT
BETWEEN THE
TOWNSHIP OF WINSLOW
AND
SUPERIOR OFFICERS ASSOCIATION
1994-1995-1996

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AGREEMENT

THIS AGREEMENT, dated this *12th* day of *DECEMBER*, 1995 is entered into between the Township of Winslow located in the County of Camden, New Jersey, by its Mayor and Township Committee, hereinafter referred to as "Township Committee" and the Superior Officers Association, on behalf of itself and its Members, being Captains and Lieutenants, hereinafter called "SOA".

PREAMBLE

The SOA recognizes that the Township Committee must operate efficiently and economically for the benefit of its residents and taxpayers and provide proper police protection for the citizens of the Township of Winslow. The SOA agrees that it will cooperate with the Township Committee to that end; and further, it will not interfere with the Township Committee's right to efficiently and economically operate the Police Department or manage its departmental affairs.

Consistent with this cooperation, and in order to promote harmonious relations between the parties, the parties have entered into this Agreement in order to establish their respective adjustments of any grievance or dispute concerning the interpretation or application of the express provisions of this agreement.

ARTICLE I: RECOGNITION AND AGENCY SHOP

The Township Committee recognizes the SOA as the sole collective bargaining agent with respect to hours, wages and other conditions of employment as spelled out in this Agreement for all Superior Officers employed in the Winslow Township Police Department, excluding the Chief of Police, Major (Executive Officers), Sergeants, Detectives and Patrolmen or employees determined by the New Jersey Employer-Employee Relations Act, Chapter 303 and the Public Employment Relations Commission, to have such a substantial conflict of interest, both actual and potential, with rank and file Police Officers, so as to preclude their inclusion within the same bargaining unit.

It is further agreed that all Probationary Officers shall receive all benefits of this Agreement from date of hire, with the exception that same shall not be subject to the grievance procedure or writ, rule or process if he is relieved from employment for reason of not meeting standards set by the Police Department and approved by the Township Committee. The probationary period is one year from date of initial hire.

The SOA shall submit to the Township personnel office a list of names of employees covered by this contract who are not currently dues paying members. The

Township, in compliance with State Law and this Agreement, will deduct from non-member employees in this bargaining unit a representation fee equal to eighty five percent (85%) of the amount set for SOA members (this a month will be determined by the Association Treasurer and is to be paid by payroll deduction). Deductions will not be made for any other organization (s) or officer (s) of the department. This section shall take effect upon the date of the signing of both parties of this agreement.

ARTICLE II: MANAGEMENT RIGHTS

Except to the extent expressly modified by specific provisions of this Agreement, the Township Committee reserves and retains solely, and exclusively, all its statutory and common law rights to manage the operations of the Police Department. All management functions and responsibilities which the Township Committee has not exclusively modified or restricted by this Agreement are retained and vested exclusively in the Township Committee and its agents. More explicitly, the Township Committee reserves the right to establish and administer policies and procedures related to all police and municipal; operation, services, training, education and protection of the citizens of Winslow Township. The Township Committee and its agents reserve the right to reprimand, suspend, dismiss or otherwise discipline employees for reasonable cause; to hire, promote, transfer, lay off and recall employees to work, to determine the number of employees and the duties to be performed; to maintain the efficiency of its employees, to expand, establish, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service, to determine the staffing patterns and areas of work to control and regulate the use of facilities, supplies and equipment and other property of the Township; to determine the number, location, operation of division, platoons, departments, and all other units of the Department; the assignment and changes of work and work hours and shift schedules, the qualifications required, and the size and composition of the police force; to subcontract for any future service as determined necessary by the Township Committee; to make or change Police Department rules, regulations, policies and practices; and, otherwise generally to manage the Department, to obtain and maintain full operating efficiency and optimum public protection and direct the Police Department, except as expressly modified or restricted by this Agreement; however, that nothing herein shall prevent an Officer, or the SOA on behalf of an Officer or Officers from presenting his or their grievance(s) for the alleged violation or any articles or specific terms of this Agreement.

ARTICLE III: EXTRA CONTRACT AGREEMENT

The Committee hereby agrees not to enter into any other agreement or contract with any Officer or Officers collectively or individually which might be in derogation of this Agreement. Any such attempted agreement between the Committee and said Officer or Officers shall be null and void and without force and effect.

ARTICLE IV: NONDISCRIMINATION

The parties hereto agree that neither shall discriminate against any Superior Officer because of his membership or non-membership in the Superior Officers Association, or because of race, creed, color or national origins and sex, or his participation in activities herein prescribed, nor discriminate against any member of the SOA for an action involving his management duties, or his duties as a representative of the SOA.

ARTICLE V: HOURS OF EMPLOYMENT, WORK SCHEDULE AND OVERTIME

Section 1. The projected number of hours to be worked by each Officer in a calendar year shall be as near as 2,080 as practicable.

Section 2. The work schedule of days, hours and shifts of the Police Department shall be as set forth in Schedule Ref. "A" attached hereto. Said work schedule of days, hours and shifts shall continue for the duration of this contract unless otherwise amended by mutual consent of the Mayor and Township Committee and the SOA, for platoon Lieutenants. For CID Lieutenants alternate 8 to 4 with 4 to 12 per work period Monday through Friday, weekends and holidays off. Captains, Monday through Friday with weekends and holidays off. Platoon Lieutenants shall have holidays off. No stand by duty officer of the day.

Section 3. The Chief of Police, with the approval of the Director of Public Safety, shall assign Police Officers to their days, hours and shift schedule in order to provide an equitable rotation amongst the members of the Department.

Section 4. Consideration may be given to day, hour and shift changes requested by individual Officers, but no such schedule alteration shall be made if it will adversely affect, or interfere with, the effective and efficient operation of the Department; provided, however, that in the event that such change in schedule is requested by an individual Officer and said change in schedule is requested by an individual Officer and said change would result in premium overtime payment, said Officer shall waive his entitlement to premium overtime payment.

Section 5. All hours of work shall be in compliance with State and Federal laws.

Section 6. All assigned hours worked in and for the Township in addition to scheduled days, hours and shifts shall be at the rate of time and one-half of the Officer's hourly rate for all assigned time worked in and for the Township; provided, however, that no overtime payment shall be made for any overtime worker up to the first two hours in any scheduled work week.

Any approved compensatory time will be taken off at one and one half of actual straight time worked upon written request and signed approvals. Compensatory time may be accrued up to, but not in excess of, one hundred (100) hours. Compensatory time may be taken, in increments not less than one hour and subject to the approval of the Chief of Police.

Section 7. In the event an Officer is called back to work after he completed a shift by order of the Chief, the Officer shall receive payment at one and one-half times his average hourly rate for the number of hours which he was called back, but shall receive not less than two hours pay at straight time for said call back, unless such call back was necessitated as a result of the Officer's failure to perform necessary and required duties such as completion of necessary documents, or securing or evidence. In the event an Officer is called back to work as a result of his failure to secure evidence or complete forms, said Officer will receive only compensatory time for actual time to complete such documents on securing evidence, provided that every effort will be made by the Chief to have the Officer perform such duties without the necessity of a call back.

Section 8. A lunch break of 45 minutes shall be provided to each Officer during each shift, which will be the actual time provided from vehicle sign off to vehicle sign on for said purpose, within the Township.

Section 9. Members of this unit are eligible to work overtime if two (2) or more patrolman are assigned to a specific routine task or if special skills are involved. If special skills are involved, overtime assignment needs approval of the Chief.

Section 10. Effective January 1, 1995 Captains shall receive one (1) compensation day per month in lieu of stand-by pay for continuous on call duty.

ARTICLE VI: RATES OF PAY

Section 1. Effective January 1, 1994 and continuing throughout the duration of this agreement, the following salary schedule shall be in effect:

BEGINNING JANUARY 1, 1994 There shall be a five (5) percent increase, across the board and is provided in the salary structure herein.

BEGINNING JANUARY 1, 1995 There shall be a four (4) percent increase, across the board and is provided in the salary structure herein.

BEGINNING JANUARY 1, 1996 There shall be a four (4) percent increase, across the board and is provided in the salary structure herein.

LIEUTENANTS

	<u>1994</u>	<u>1995</u>	<u>1996</u>
Beginning			
10th	54,901.	57,097.	59,381.
11th	55,254.	57,464.	59,762.
12th	55,607.	57,831.	60,144.
13th	56,024.	58,265.	60,595.
14th	56,441.	58,699.	61,047.
15th	56,864.	59,139.	61,505.
16th	57,287.	59,578.	61,961.
17th	57,716.	60,025.	62,426.
18th	58,146.	60,472.	62,891.
19th	58,582.	60,925.	63,362.
20th	59,019.	61,380.	63,835.
21st	59,461.	61,839.	64,313.
22nd	59,904.	62,300.	64,792.
23rd	60,351.	62,765.	65,276.
24th	60,801.	63,233.	65,762.
25th	61,259.	63,709.	66,257.
26th	61,718.	64,187.	66,754.
27th	62,179.	64,666.	67,253.
28th	62,643.	65,149.	67,755.

CAPTAINS

	<u>1994</u>	<u>1995</u>	<u>1996</u>
<u>Beginning</u>			
10th	57,426.	59,723.	62,112.
11th	57,856.	60,170.	62,580.
12th	58,287.	60,618.	63,043.
13th	58,723.	61,072.	63,515.
14th	59,160.	61,526.	63,988.
15th	59,604.	61,988.	64,468.
16th	60,048.	62,450.	64,948.
17th	60,498.	62,918.	65,435.
18th	60,949.	63,387.	65,922.
19th	61,406.	63,862.	66,416.
20th	61,864.	64,339.	66,913.
21st	62,326.	64,819.	67,412.
22nd	62,791.	65,303.	67,915.
23rd	63,261.	65,791.	68,423.
24th	63,733.	66,282.	68,933.
25th	64,210.	66,778.	69,449.
26th	64,689.	67,277.	69,968.
27th	65,174.	67,781.	70,492.
28th	65,660.	68,286.	71,017.

Section 2. There shall be a shift differential of 2.5% of base pay for the third (3rd) shift and 5% of base pay for the first (1st) shift, payable on the first pay day of December.

Section 3. Effective the beginning of an officer's 23rd year of police service, and each year thereafter, an officer may elect to have the value of the clothing allowance and/or college credit benefit, as provided by Article XVII herein added to the appropriate salary increment set forth in Section 1 hereof. This section is effective January 1, 1995.

Section 4. Captains and Lieutenants who have commenced their 20th year of police service and have five (5) years or more in their respective rank shall receive a service/rank duration allotment as follows:

(a) A \$1,500.00 service/rank allotment shall be added to the base salary of Captains and Lieutenants on January 1, 1995 and January 1, 1996.

Section 5. The base salary of Captains and Lieutenants is defined as the sum of the salary from the appropriate step increment set forth in Section 1 above, plus the rank duration allotment and clothing allowance and/or college credit benefits, if appropriate, as provided pursuant to Sections 3 and 4 hereof.

ARTICLE VII: TEMPORARY APPOINTMENTS

Any Police Officer assigned duties of higher rank, shall receive the rate of the higher rank for such period of time and thereafter until he is reassigned back at the lower rank. Such assignments shall be done only by the Chief of Police with approval of the Director of Public Safety.

ARTICLE VIII: PAY PERIODS

Pay periods shall be established and shall continue on the same basis until notification of any changes are posted for a period of two (2) weeks.

ARTICLE IX: FUNERAL LEAVE

Effective upon the signing of this contract a regular full time Superior Officer who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the first five (5) working days following the date of death. Not more than eight (8) hours per day pay will be paid under the provisions of this section. Notwithstanding the fact that only eight (8) hours leave will be paid, the Superior Officer will be relieved for duty for his entire work day when taking funeral leave.

Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. The immediate family is defined to mean parent, children, spouse, brother or sister, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, grandmother and grandfather, brother-in-law and sister-in-law.

In the event that a member of the Superior Officer's family and/or his wife's family member not herein above listed dies, and said Superior Officer wishes to take funeral leave for the aforementioned purposes, said leave may be permitted with pay upon the approval of the Director of Public Safety.

ARTICLE X: HOLIDAYS

All Superior Officers eligible shall receive holiday pay, as follows for the holidays hereinafter named, provided that they have been employed by the Township for a period of ninety (90) continuous working days immediately prior to the holiday and the schedule work day after the holiday, unless said Superior Officer has a bona fide medical reason for his absence on either working day prior to or subsequent to the said holiday. "Bona

Fide Medical Reason" as above herein sated shall mean, any Superior Officers who are absent and receiving compensation or temporarily accident sickness benefits while under doctors care, for period not longer than fifty two (52) continuous weeks. The days established hereunder as holidays are: New Year's Day, Martin Luther King's Birthday, Lincoln's Actual Birthday, Washington's Birthday (Presidents Day), Veterans Day, Good Friday, Memorial Day, Independence Day, Labor Day, General Election Day, Columbus Day, Thanksgiving Day, Christmas Day and two Personal Days. All holidays shall be observed on that day which is recognized on the National Calendar.

Superior Officers for whom a holiday is a normally assigned work day and who works said holiday will receive time and one half (1-1/2) salary for hours worked; and, in addition, the employee will receive a holiday allowance of eight hours holiday pay to which he is entitled. Total pay for such days worked shall be two and one half (2-1/2) times their hourly rate including their salary.

Superior Officer for whom the holiday is not a normally assigned work day and do not work on the holiday will receive a holiday allowance of eight hours straight time.

All holiday pays shall be included in the next payroll period.

Lieutenants and Captains may apply holiday time to compensatory time when worked.

ARTICLE XI: VACATION

All Superior Officers who have one (1) year of service but not more that two (2) years shall receive one (1) week paid vacation at the straight time rate of pay. All Superior Officers who have from two (2) to five (5) years of service shall receive two (2) weeks vacation at the straight time rate of pay. All Superior Officers who have five (5) years of service shall receive one (1) additional days vacation for each additional year of service over five (5) years and not to exceed five (5) additional days or four (4) weeks vacation after ten (10) years of service. All employees after twenty (20) years of service shall receive five (5) weeks vacation. The weekly pay is forty (40) hours at the appropriate hourly pay. (Hourly rate is annual base salary/2080 hours). Any member may choose to carry over fifty (50) hours of vacation time to be used in the next year, providing same was applied for and denied during the year in which it was to be taken. Vacation time may be used no less than one (1) day at a time. Effective January 1,1995 vacation time accumulation of up to 200 hours can be carried over into the next year. There shall be one additional day of vacation per year for each year completed over five (5) years and up to fifteen (15) years of service. There shall be no additional week after twenty (20) years.

ARTICLE XII: DISABILITY AND SICK LEAVE PAY

Section 1. Sick leave is defined as absence from duty of a Superior Officer of the Police Department because of personal illness by reason of which such member is unable to perform the usual duties of his position because of illness or exposure to contagious disease. Each Superior Officer in this Bargaining Unit shall be entitled to one hundred twenty (120) hours of sick leave.

Section 2. Any sick time not used during any calendar year may be taken as compensatory time off at one half (1/2) the number of hours accumulated subject to management approval in regard to adequate staffing. The compensatory time must be used in the year after accumulation. Sick time not used and not taken as compensatory time shall accumulate after January 1, 1989 until retirement in good standing. Effective January 1, 1995 upon retirement in good standing, payment shall be made at seventy five percent (75%) up to a maximum of \$20,000.00.

Section 3. Sick time for new hires shall be pro-rated in accordance with the remaining months of the calendar year beginning with the first full month after date of first day of employment. New Hires shall not be granted sick pay for the first ninety (90) days of employment. Any employee who is out on such leave shall notify the dispatcher on duty within thirty (30) minutes from the beginning of his particular shift. The management shall have the right to inquire in all such claims of sick leave with pay and, if such claim proves to be false, such employee shall lose all future sick leave with pay as specified above for the duration of this Agreement.

Section 4. Any employee who does not call in within thirty (30) minutes from the beginning of his particular shift informing his immediate supervisor that he is, in fact, sick will lose that day's sick leave pay as mentioned above.

Section 5. SICK LEAVE Effective thirty (30) days after the signing of the contract a Superior Officer disabled by sickness while off duty and while employed by the Township shall receive two-thirds (2/3) of his straight time pay for not more than fifty two (52) weeks, after twenty (20) days of such absence for all time actually lost save the first twenty (20) days. The Township shall only be obligated to pay the premium for disability coverage. The Superior Officer shall cooperate in the processing of the insurance forms. Said benefit payments shall be governed by the standards of the New Jersey's Temporary Disability Law. If the Superior Officer is totally and permanently disabled, under Federal Social Security law, the payments shall cease as of the effective date of said determination.

Section 6. WORK RELATED INJURY A Superior Officer who is disabled by injury on duty or by work related sickness and while employed by the Township shall receive his straight time pay for all time actually lost for not more than fifty two (52) weeks. Worker's Compensation benefits to which the Superior Officer is or may be entitled to

shall be credited dollar-for-dollar against this obligation. If the Superior Officer is totally and permanently disabled under Federal Social Security Law or New Jersey Worker's Compensation Law, this payment shall cease as of the effective date of such determination. Any amount paid by the Township, under this section, shall become part of the Township's Worker's Compensation lien as against third party tort feasons if the Township is acting pursuant to N.J.S.A. 34:15-40.

Section 7. NON-WORK RELATED INJURY In the event of non-work related injury, sick time may be used for that portion of regular pay not otherwise covered by the accident/injury plan beginning the day immediately following the date of the accident/injury. All required paperwork shall be completed by the employee for this purpose.

Section 8. Any abuse of the arrangements herein set forth shall be ground for dismissal.

Section 9. The Chief of Police and/or the Director of Public Safety shall require evidence in the form of a physician's certificate, as to the proof of disability or injury by the Superior Officer involved and the estimated length of his time off due to said sickness or injury, and may request physical examination periodically by Township Physicians.

Section 10. Any Superior Officer who is required to receive medical treatment during his regularly scheduled working hours shall be paid for all actual time lost for that day to receive such treatment.

Section 11. Any Superior Officer who is injured on the job and is sent home shall receive the balance of his pay for that day.

Section 12. There shall be no loss in seniority when a Superior Officer is out from work, temporarily, as a result of injury or illness.

ARTICLE XIII: MEDICAL INSURANCE

Section 1. After ninety (90) days of employment, certain medical, dental, prescription and hospitalization benefits in effect, including one hundred percent major medical coverage and one hundred dollar deductible for major medical benefits for a period of three hundred sixty five (365) days shall be provided by a private insurance carrier and premiums paid for by the Township for all employees. The prescription plan shall be a \$2.00 co-pay plan whereby the employee shall be responsible to pay the first \$2.00 for each prescription covered under said plan. Each employee shall receive a copy of his coverage from the insurance carrier spelling out the benefits. Premiums will be paid for all Superior Officers absent due to sickness or injury but not more than twelve (12) months from the date the absence, due to sickness or injury, first occurred.

Section 2. If a Superior Officer is killed in the line of duty, medical, dental, prescription and hospitalization coverage shall be carried for the surviving spouse and unemancipated children. This benefit for a surviving spouse shall cease when a) the surviving spouse remarries, b) the surviving spouse becomes eligible for medicare, and/or c) the surviving spouse obtains, without cost to him/her, comparable benefits as a fringe benefit of his/her employment. This benefit for children shall cease upon their emancipation or when they are no longer dependents as defined by the Federal Internal Revenue Service.

Section 3. If a Superior Officer becomes totally and permanently disabled because of injury or illness occurring in the line of duty, Article XIII, Section 2 benefits come into operation for the Superior Officer as well as spouse and unemancipated dependent children.

Section 4. The words "emancipated" and "unemancipated" shall be defined as defined in the matrimonial law of the State of New Jersey. The phrase "totally and permanently disabled" shall mean a determination either by the New Jersey Worker's Compensation Court or by the Trustees of the New Jersey Police and Fire retirement System that such condition exists and is work related. No benefits shall be paid to the surviving spouse if, at the time of death, there is pending a divorce complaint.

Section 5. Upon retirement, a member with 25 years full time police service and his/her spouse, shall receive the same medical coverage in effect on the date of the member's retirement, at a co-pay rate of 65 percent (65%) township and 35 percent (35%) retiree until the retiree or spouse is eligible for medicare, medicaid or both, at which time the township shall pay for supplemental coverage, plus prescription and dental coverage for the retiree and spouse as the case may be, at the same level of coverage in effect on the date of the member's retirement. The retiree must certify annually in writing to the township that he/she is not covered by another medical insurer. If the retiree is covered by another medical insurer. If the retiree is covered by another medical insurer, the township coverage shall terminate. There is included an option for the retiree to purchase, at a co-pay rate of 65 percent (65%) township and 35 percent (35%) retiree the family plan in the event children have not gone beyond the age of coverage for same. This section is effective January 1, 1996.

ARTICLE XIV: LIFE INSURANCE

Each Superior Officer employed by the Township for a period of not less than ninety (90) days shall be covered by life insurance provided, and premiums paid for by the Township. Said life insurance shall be in the amount of \$10,000.00, double indemnity, and a copy of the pertinent policies shall be available to the Superior Officers.

Section 2. The township will provide at its cost a \$10,000.00 term life insurance policy with no cash in benefits for **RETIRED** Captains and Lieutenants. A copy of said policy shall be available to the retired officers.

ARTICLE XV: PAYMENT FOR REQUIRED COURT APPEARANCES

All required appearances by any Superior Officer in the County, Superior, Grand Jury or any other court as well as the New Jersey State Department Division hearings, and further, an appearance by any Superior Officer in the Municipal Court shall be so arranged that his appearance shall be during his working hours. Effective the date of signing this contract, if as a result of postponement or subpoena, it becomes necessary for the Superior Officer to appear at a time other than his regularly scheduled hours, then he shall receive pay at the rate of time and one-half for his hourly rate, a minimum of four, (4), hours, for each court date appearance if he is not on duty, with the exception of Municipal Court or Juvenile Conference appearances for which there shall be overtime, at one and one half (1 1/2) times actual time worked. The Chief or Director of Public Safety must approve all such court time and proof of all such above worked time shall be approved in writing, and signed by the Chief or Director of Public Safety. Upon written notice of stand-by subpoena, Superior Officers are to receive four (4) hours compensatory time for each day they are required to be on stand-by or call, except that on the day the Superior Officer shall be called to testify he shall receive overtime pay, and no compensatory time, for said day, all in consideration should it not be a regularly scheduled shift.

ARTICLE XVI: TRAVEL AND EXPENSE PAY

In the event that it becomes necessary for a Superior Officer to travel outside of the Township on official business required by the Department or while attending recognized in-residence police schools or other travel required and approved by the Township Committee and Director of Public Safety, said Police Officer shall be paid incurred expenses, and in the event that the said Police Officer shall be entitled to compensation for mileage at the rate of twenty cents, (\$.20), per mile. Daily meal allowance, when authorized by Chief of Police or the Director of Public Safety, shall not exceed \$15.00 per day. Receipt shall be required for reimbursement in all instances.

ARTICLE XVII: EQUIPMENT, CLOTHING ALLOWANCE AND COLLEGE CREDITS **SECTION 1.**

(a) Each Officer, including Detectives, shall receive the sum of \$947.00 on each anniversary of his employment to be utilized for the purpose of purchasing new or replacement clothing, maintenance of clothing and equipment as required and set forth in Schedule "B" attached hereto. The required clothing and equipment list as contained in Schedule "B" shall not be added to, or altered by, the Chief or Director or Public Safety throughout the duration of this Agreement. In the event that it becomes necessary to add

or alter said lists of required clothing and/or equipment, any additional items or alternate items required by the Chief and/or Director of Public Safety shall be purchased for each Superior Officer at the Township's expense.

The C.P.I. shall be applied to the Clothing Allowance and the adjustment made accordingly.

SECTION 2.

An annual inspection may be held by the Chief, with the approval of the Director of Public Safety to determine the necessity of replacement of worn or damaged equipment or clothing. Said replacement shall be at the expense of the individual Superior Officer.

SECTION 3.

In the event the Chief of Police, Director of Public Safety and Superior Officers of the Department agree that additional clothing and/or equipment is necessary for the efficient and economical operation of the Department, then the attached Schedule must be amended by mutual consent by all the parties concerned. Nothing in this Article shall be construed to prohibit the purchase of additional equipment and/or clothing that the Township and Department agree upon the necessity for same, and agree upon who shall be responsible for the purchase of said additional items which may in the future be required by the Director of Public Safety and Chief of Police. Any such item which are added to the list to be required as standard uniform for the Superior Officers of the Department without the consent of the Department, shall be paid for at Township expense.

SECTION 4.

Each Superior Officer who has earned college credits shall receive nine dollars (\$9.00) per credit, not to exceed 120 credits or a total maximum payable of \$1,080.00 per year. Any college credits earned shall be recognized only under the Law Enforcement and Public Administration curricula, and must be matriculated. College credits earned in a Police Academy shall not be recognized until and unless the Superior Officer enrolls in an accredited college. The credits may be approved after completing the Police Academy and those college credits earned in the Academy have been accepted by said college and applied to one of the two aforementioned matriculated curricula. Sustained enrollment is not required. This means that payment for approved college credits will continue even after graduation and-or in the event a Superior Officer fails to satisfy the degree requirement. This does not mean that a curricula may be changed from one of the required courses of study to some other non-approved college major. All college credits previously recognized, accepted and paid for by the Township shall continue to be recognized.

ARTICLE XVIII: LIABILITY AND FALSE ARREST INSURANCE

The Township agrees to cover all Superior Officers with false arrest and liability insurance in the amount of \$300,000. per person with a \$300,000. general aggregate coverage. In addition, whenever a member or an Officer of the Department is charged in any action of legal proceeding arising out of, or incidental to, the performance of his duties, the Governing Body of the municipality shall provide same Superior Officer with necessary means for the defense of such action or proceedings, but not for his defense in a disciplinary proceeding instituted against him by the municipality or any other governmental agency.

ARTICLE XIX: ACCRUAL OF BENEFITS

In case of the death of any Superior Officer as covered herein, there shall be paid to his/her spouse, beneficiary of estate, the amount or amounts due for any and all unused vacation, and any salaries due and owing, up to the date of death. Said payments shall be made in accordance with the terms herein above.

ARTICLE XX: DISCIPLINE

Section 1. No Superior Officer shall be disciplined without reasonable cause. Any Superior Officer may request a representative of his choosing to be present at any disciplinary proceeding, including the commencement thereof. Said representative, if desired, shall be available immediately at that time.

Section 2. A Superior Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided the Chief of Police is present at the time of inspection.

Section 3. The Chief shall notify the individual Superior Officer of any material placed in his personnel jacket and give said individual a copy of same.

Section 4. No Superior Officer shall be forced, coerced or otherwise intimidated to involuntarily provide information without the opportunity to seek counsel. This includes any stage of an internal investigation, complaint or inquiry that could lead to a disciplinary procedure against that Superior Officer. Any exercise of this right to refuse to cooperate shall not be deemed insubordination. To be effective, waiver of this right must be waived in writing by the Superior Officer. This shall not apply to any undercover investigation. After consulting with, or waiving right to counsel, refusal to answer truthfully will be deemed insubordination. A valid claim of self incrimination under the Federal or State Constitution shall not be deemed insubordination.

Section 5. Reasonable notice of available training sponsored or offered by police department shall be posted, along with a sign-up sheet, for Superior Officers interested. Names of Superior Officers requesting and Superior Officers granted training will be posted on the roll call bulletin board.

ARTICLE XXI: GRIEVANCE

The purpose of this article is to settle all grievances between the Township and the members of the SOA as quickly as possible so as to insure efficiency and to promote employee morale. A grievance is defined as any argument or dispute between the Township and the SOA involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

Step A.

The SOA representative, the aggrieved party(s) and the Chief of Police or his designee, shall, within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the SOA shall furnish a written statement of the grievance to the Chief on a form provided by the SOA. The Chief or his designee, and the SOA representative shall each file a written report of their findings of fact, conclusions and recommendations in addition to said written statement, with the Mayor, Director of Public Safety, within five (5) working days of their meeting.

Step B.

The Director of Public Safety shall conduct a hearing no later than fifteen (15) working days from the receipt of said findings, conclusions and recommendations. Prior to written notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the SOA representative and interested parties. The Director shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Director is not able to obtain an amicable settlement at this time, he shall within five (5) working days, render a written decision resolving the dispute and serve same upon the respective parties. The matter shall be considered settled unless within thirty, (30) days of the receipt of the written disposition the aggrieved requests, in writing, signed by the aggrieved and the representative of the SOA to proceed to arbitration.

ARBITRATION

Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator by either party.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the Public Employment Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the SOA. The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

ARTICLE XXII: OUTSIDE EMPLOYMENT

Nothing herein contained shall serve to preclude an Officer from engaging in employment outside of his police duties, provided that the written approval, upon such application is given by, and at the discretion of the Director of Public Safety.

ARTICLE XXIII: STRIKE AND LOCKOUTS

Section 1. The Local and its Officers, agents and members, as well as the patrolmen covered, hereby agree that there shall be no strikes, work stoppage, slowdowns, picketing, boycotts, or any sick outs and/or other interruptions with the Township business effecting Police Department or any other Township operation.

Section 2. An arbitrator is hereby granted power to issue an injunction.

Section 3. The Township agrees that there will be no lockouts during the term of this Agreement.

Section 4. Discharge and/or disciplinary action by the Chief and/or Director of Public Safety for any violation herein above stated shall not be subject to the grievance procedure of this Agreement, except as to the sole question of whether the affected SOA Officer, in fact, violated this provision.

ARTICLE XXIV: DURATION

This Agreement shall be in force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1993, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. A status session will be held during September, 1993.

ARTICLE XXV; SUBSEQUENT LAWS AND APPLICABILITY

If any provisions of this Agreement, is or are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or Ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of this item notwithstanding any such declaration, either legislative or judicial, which invalidates any section or portion of this agreement. A ninety, (90), day notice shall be given to the Township Committee prior to the end of this Agreement requesting certain changes or modifications which shall be writing. If no notice is given, the contract shall expire on the expiration date of this Agreement.

The provisions of this agreement shall be subject and subordinate to all existing and applicable provisions of State and local laws, except as such particular provisions of this Agreement modify existing Local Law.

ARTICLE XXVI; SENIORITY AND RANK

Seniority shall be based on actual time in service in the Department for job security time in rank shall determine which SOA Officer would revert back to a previous rank in the event of a divisional cut-back. Detectives have been and remain a separate rank, being higher than a Patrolman and lower than a Sergeant. (Example; In the event of a divisional cut-back for Detectives, the Detective(s) with the least time in said rank would revert to a Patrolman.) In the event of a layoff, the SOA Officer(s) with the least time in service to the Township of Winslow, as a SOA Officer, would be laid off. Where there is equal time in rank, length of time in service to the Township as a Police Officer shall govern divisional cutbacks and/or layoffs.

