AGREEMENT

BETWEEN THE

TOWNSHIP OF WINSLOW

AND

SUPERIOR OFFICERS ASSOCIATION

1989-90

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INSTITUTE OF MANAGEMENT

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### AGREEMENT

THIS AGREEMENT, dated this // day of APRIL , 1990 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

Township Committee recognizes the SOA as the 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 Sergeants, Detectives Officers). 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 amount 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

# ARTICLE II: MANAGEMENT RIGHTS (Con't)

not exclusively modified or restricted by this Agreement are retained and vested exclusively in the Township Committee and More explicitly, the Township Committee reserves agents. 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 Committee and its agents reserve the right suspend, dismiss or otherwise discipline reprimand, 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 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 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 of 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.

# ARTICLE III: EXTRA CONTRACT AGREEMENT (Con't)

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

<u>Section 1.</u> 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, 8 to 4 with weekends and holidays off. Platoon Lieutenants shall have holidays off. No stand by duty officer of the day.

<u>Section 3.</u> 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 would result in premium overtime payment, said Officer shall waive his entitlement to premium overtime payment.

# ARTICLE V: HOURS OF EMPLOYMENT, WORK SCHEDULE AND OVERTIME (Con't)

<u>Section 5.</u> 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 worked 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 one (1) hour increments subject to scheduling approval.

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 of 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.

<u>Section 8.</u> 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.

<u>Section 9.</u> Members of this unit are eligible to work overtime if two (2) or more patrolmen 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.

# ARTICLE VI: RATES OF PAY

<u>Section 1.</u> Effective January 1, 1989 and continuing throughout the duration of this agreement, the following salary schedule shall be in effect, with the left hand column being the years in service:

	LIEUTI	<u>enants</u>	CAPTAINS
	1989	1990	<u> 1989                                     </u>
Beginning			<del>,</del>
10	42,123	45,072	44,152 47,244
12	42,755	45,748	44,814 47,952
15	43,396	46,433	45,486 48,671
18	44,046	47,130	46,168 49,402
20	44,706	47,837	46,861 50,143
22	45,376	48,555	47,563 50,895
24	46,057	49,283	48,277 51,658
26	46,748	50,022	49,002 52,433
28	47,450	50,775	49,737 53,220

<u>Section 2.</u> Beginning January 1, 1990 there shall be a shift differential of thirty cents (\$0.30) per hour for the third (3rd) shift and seventy cents (\$0.70) per hour for the first (1st) shift, payable on the first pay day of December.

### 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

A regular full-time Police 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 scheduled working hours missed during the first one hundred twenty (120), hours following death. Not more than eight, (8) hours per day will be paid under the provisions of this section. Notwithstanding the fact that only eight (8) hours of leave will be paid, the Officer will be relieved from 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.

# ARTICLE IX: FUNERAL LEAVE (Con't)

In the event that a member of the Officer's family and/or his wife's family not herein above listed dies, and said 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 Police 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 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 stated shall mean, any 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), 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.

Beginning January 1, 1987, Veterans Day shall be an additional holiday and recognized herein.

Officers for whom a holiday is a normally assigned work day and who works said holiday will receive time and one-half 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 times his hourly rate including his salary.

Employees 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.

# ARTICLE XI VACATION

All 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 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 Officers who have five, (5, years of service shall receive three, (3), weeks vacation at the straight time rate of pay. All Officers who have more than 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.

BEGINNING JANUARY 1, 1988, there shall be one additional day of vacation per year for each year completed over five (5) years and up to fifteen years, for a total of five (5) weeks vacation after fifteen (15) years of service. There shall then 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 an 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 Officer in this Bargaining Unit shall be entitled to one hundred twenty (120) hours of sick leave.

# ARTICLE XII: DISABILITY AND SICK LEAVE PAY (Con't)

may be taken as compensatory time off at one-half (½) 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. Upon retirement in good standing, payment shall be made at fifty percent (50%) up to a maximum of \$10,000.00.

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. Effective January 1, 1990 an Officer disabled by injury or sickness while off duty and while employed by the Township shall receive two-thirds (2/3 rds) of his straight time pay for not more than fifty two (52) weeks, after seven (7) days of such absence, for all time actually lost save the first seven (7) days. The Township shall only be obligated to pay the premium for disability coverage. The 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 Officer is totally and permanently disabled, under Federal Social Security Law, the payments shall cease as of the effective date of said determination.

# ARTICLE XII: DISABILITY AND SICK LEAVE PAY (Con't)

Section 6. Effective January 1, 1990 an 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 Officer is or may be entitled to shall be credited dollar-for-dollar against this obligation. If the Officer is totally and permanently disabled Security Law or New Federal Social 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 feasors. The Officer receiving this benefit shall cooperate in pursuing third party tort feasors if the Township is acting pursuant to N.J.S.A. (Prior injured on duty language is effective until December 31, 1989.)

<u>Section 7.</u> Any abuse of the arrangements herein set forth shall be grounds for dismissal.

Section 8. 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 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.

<u>Section 9.</u> Any Police 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.

<u>Section 10.</u> Any Police Officer who is injured on the job and is sent home shall receive the balance of his pay for that day.

<u>Section 11.</u> There shall be no loss in seniority when an 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 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 an Officer is killed in the line of duty, medical, dental, prescription and hospitalization coverage shall be carried for this 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 her, comparable benefits as a fringe benefit of 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.

<u>Section 3.</u> If an 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 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.

# ARTICLE XIV: LIFE INSURANCE

• Each Officer employed by the Township for a period of no 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 Officers.

### ARTICLE XV: PAYMENT FOR REQUIRED COURT APPEARANCES

required appearances by any Officer in the County, Superior, Grand Jury or any other court as well as the New Jersey State Department Division hearings, and further, and appearance by any 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 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 (12) times actual time worked. 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, 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 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: TRAVELING AND EXPENSE PAY

In the event that it becomes necessary for an 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 uses his private automobile, said Police Officer shall

# ARTICLE XVI: TRAVELING AND EXPENSE PAY (Con't)

. 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. Receipts 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 \$800.00 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 of 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 Officer at the Township's expense.

Beginning January 1, 1989 the clothing allowance shall be increased by 5.6%, the Philadelphia Region C.P.I. All Consumer Index for 1988.

Beginning January 1, 1990 the clothing allowance shall be increased by the same index for 1989.

BEGINNING JANUARY 1, 1987, the C.P.I. shall be applied to the Clothing Allowance and the adjustment made accordingly.

<u>Section 2.</u> 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 Officer.

# ARTICLE XVII: EQUIPMENT, CLOTHING ALLOWANCE AND COLLEGE CREDITS (Con't)

Section 3. In the event the Chief of Police, Director of Public Safety and 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 provided 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 items which are added to the list to be required as standard uniform for the Officers of the Department without the consent of the Department, shall be paid for at Township expense.

Section 4. Each Officer who has earned college credits shall receive nine dollars, (\$9.00) per credit up to 96 credits, per year, not to exceed the total sum of eight hundred sixty-four dollars (\$864.00) per year, payable on or about December 1, for all documented credits as of October 1, of each year. January 1, 1987, college credits shall be payable at nine dollars, (\$9.00), per credit, not to exceed 120 credits or a total maximum \$1,080.00. Any college credits earned shall pavable of 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 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 an Officer fails to satisfy the degree This does not mean that a curricula may be changed requirement. 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 prior to December 31, 1982, shall continue to be recognized.

### ARTICLE XVIII: LIABILITY AND FALSE ARREST INSURANCE

The Township agrees to cover all members of the Department 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 said member or 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 member of the Department as covered herein, there shall be paid to his widow, beneficiary or 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 contained above.

# ARTICLE XX: DISCIPLINE

Section 1. No member of the Department shall be disciplined without reasonable cause. Any member of the Department 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.

<u>Section 2.</u> An Officer shall have the right to inspect his personnel file on reasonable notice an at reasonable times provided the Chief of Police is present at the time of inspection.

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

<u>Section 4.</u> No 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

# ARTICLE XX: DISCIPLINE (Con't)

disciplinary procedure against that 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 Officer. This shall not apply to an 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.

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

### ARTICLE XXI: GRIEVANCES

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.

# ARTICLE XXI: GRIEVANCES (Con't)

### Step B.

The Director of Public Safety shall conduct a hearing no later than fifteen (15) working days form the receipt of said and recommendations. findings, conclusions Prior notification for said meeting shall be given to all interested 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 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 States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

### ARBITRATION (Con't)

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

<u>Section 1.</u> 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 or interference with the Township business effecting Police Department or any other Township operation.

<u>Section 2.</u> An arbitrator is hereby granted power to issue an injuction.

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

<u>Section 4.</u> 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 patrolman, in fact, violated this provision.

### ARTICLE XXIV: DURATION

This Agreement shall be in force and effect as of January 1, 1989 and shall remain in effect to and including December 31, 1990, 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, 1990.

# 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 not withstanding 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 Law, 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 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 Officer(s) with the least time in service to the Township of Winslow, as a Police 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.

In WITNESS WHEREOF, the parties have hereto set their hands and seals on the  $//^{2}$  day of Apri/ , 1990.

FOR THE POLICE DEPARTMENT:  Superior Officers Representative	POR THE TOWNSHIP COMMITTEE
Negotiating Committee of SOA	Multo Munue Constitutor Township Clerk/Administrator
	Township Committee Negotiator
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### SCHEDULE "C"

### MINIMUM BASIC ISSUE

The following Minimum Basic Issue of uniforms and equipment is hereby established for the Winslow Township Police Department:

### Foul Weather Gear

- A. Slush Boots
- B. Rain Coat
- C. Rain Cap Cover

### 2. Leather & Equipment

- A. Shoes
- B. Sam Browne Belt, shoulder Strap and Cuff Case
- C. Service Revolver
- D. Black-jack
- E. Night-stick and holder
- F. Name plate two
- G. Breast and hat badges one of each
- H. Wallet badge
- I. Handcuffs
- J. Holster

### 3. Riot Gear:

- A. Riot Stick
- B. Gas Mask
- C. Helmet & Visor
- D. Uniform Class "C" pants, shirt, jacket
- E. Boots
- F. Class "C" Cap

### 4. Uniforms

- A. Winter Class "A" Cap Standard
  - Uniform Caps One complete with chin strap and visor strap
  - 2. Blouse coat one
  - Winter gloves

- B. Winter Class "B" cap standard
  - 1. Jacket "255" complete with two liners
  - Long sleeved shirts six
  - 3. Neckties break-away six
  - 4. Winter weight trousers four
  - 5. Helmet one
- C. Summer Class "A" cap standard
  - Uniform blouse to be worn with summer long sleeved shirt and tie - leather on outside of blouse.
  - 2. Trousers winter weight
- D. Summer Class"B" cap standard
  - Summer weight trousers three
  - 2. Shirts short sleeve five
- E. And as further amended and in standard operation at the time of the signing of this agreement. (Refer to S.O.P.'s)

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