

AGREEMENT

BETWEEN THE

Winslow, Township of
TOWNSHIP OF WINSLOW

AND

POLICE BENEVOLENT ASSOCIATION

of Winslow, Township of

LOCAL 178

1986 - 1987 - 1988

PATROLMEN AND DETECTIVES

X 12-12/2/88

AGREEMENT

THIS AGREEMENT, dated this 29 day of MAY, 1986 is entered into between the Township of Winslow located in the County of Camden, New Jersey, by its Mayor and elected Members of the Township Committee, hereinafter referred to as "Township Committee" and the Police Benevolent Association Local 178, on behalf of itself and its Members, being Detectives and Patrolmen only, hereinafter called "Local".

PREAMBLE

The Local 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 Local 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 Local as the sole collective bargaining agent with respect to hours, wages and other conditions of employment as spelled out in this Agreement for all Police Officers employed in the Winslow Township Police Department, excluding supervisory personnel 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 Local President 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 PBA 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 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 Local 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 Officer because of his membership or non-membership in the Police Benevolent Association Local 178, 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 Police Benevolent Association Local 178 for an action involving his management duties, or his duties as a representative of the Police Benevolent Association, Local 178.

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 Local.

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 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)

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 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 should be taken, upon approval, at a minimum of four (4) hours. Compensatory time may be accrued up to, but not to excess of, eighty (80) hours.

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.

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.

ARTICLE VI: RATES OF PAY

Section 1. Effective January 1, 1986 and continuing throughout the duration of this Agreement, the following salary schedule shall be in effect:

ARTICLE VI: RATES OF PAY (Con't)

1986
SALARY STRUCTURE

<u>TIME</u>	<u>PATROLMAN</u>	<u>DETECTIVES</u>
Beginning salary	\$16,769	
Beginning 2nd year	\$24,006	
Beginning 3rd year	\$25,812	
Beginning 4th year	\$25,989	
Beginning 5th year	\$26,165	\$27,452
Beginning 6th year	\$26,553	\$27,862
Beginning 8th year	\$26,951	\$28,273
Beginning 10th year	\$27,322	\$28,679
Beginning 12th year	\$27,719	\$29,096
Beginning 15th year	\$28,249	\$29,652
Beginning 18th year	\$28,779	\$30,193

BEGINNING JANUARY 1, 1987. There shall be a five (5) percent salary increase, across the board. In addition, there shall be a three (3) percent cost of living increase maximum, two (2) percent minimum, otherwise based on the C.P.I. index, Philadelphia Regional Area.

BEGINNING JANUARY 1, 1987. There shall be a shift differential of \$.25/hour 4:00 P.M. to 12:00 midnight shift and \$.50/hour 12:00 midnight to 8:00 A.M. shift which shall be payable on the first payday of December.

BEGINNING JANUARY 1, 1988. There shall be a total wage increase of seven (7) percent, across the board. If the C.P.I. should exceed four (4) percent there shall be a total wage increase consisting of the C.P.I. plus three (3) percent up to a total of nine (9) percent. If the total wage increase computation exceeds nine (9) percent, contract negotiations shall be reopened for wage purposes only. The C.P.I. referred to anywhere herein shall be based on the Philadelphia Regional Area.

ARTICLE VI: RATES OF PAY (Con't)

Section 2. Police Officers' progressive rates shall begin on the anniversary date of his hire, except that no period of valid suspension shall be included therein.

Section 3. Newly hired Police Officers or newly hired Officers with less than three years of experience shall begin at the "0 to 1 year" hiring rate.

Section 4. Any newly hired Officers with three or more years of previous experience and certified by the Police Training Commission shall start at the "1 to 2 year" rate.

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 seventy-two (72), hours following death. Not more than eight, (8) hours per day will be paid under the provisions of this section.

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 than 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).

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 (15) 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

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. Effective January 1, 1986, all Officers shall receive fourteen (14), sick days per calendar year. Any sick time not utilized within any calendar year may be taken as compensatory time off at one half ($\frac{1}{2}$) the number of days not utilized. 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 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

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

with pay and if such claim proves to be false such employees shall lose all future sick leave with pay, as specified above for the duration of this agreement.

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.

An Officer who is disabled by injury or sickness while on or off duty and while employed by the Township shall receive $66 \frac{2}{3}$ of his straight time pay for not more than fifty-two, (52), weeks for all time actually lost, providing however that said payment shall not exceed \$350. per week. Said benefit payments shall be in compliance with the New Jersey Workmen's Compensation and Temporary Disability Law, and as set forth in the present existing Insurance Coverage booklet.

Effective January 1, 1984, all Officers injured "on the job" shall receive full pay during the first 90 consecutive days of disability or part thereof, for said injury. Subsequent pay for said injury for the remainder of a fifty-two, (52) week period shall be at two thirds, ($\frac{2}{3}$) the current base pay, up to \$350.00 for the same injury. No Officer shall receive more than 90 days at full pay for any one job injury.

Any abuse of the arrangements herein set forth shall be grounds for dismissal.

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.

The Township shall only be obligated to pay the premium payment for the above disability and sickness benefit coverage. There will be no loss in seniority when an Officer is out from work as a result of injury or illness.

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.

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

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.

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

All 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 (1½) times actual time worked. The Chief or Director

ARTICLE XV: PAYMENT FOR REQUIRED COURT APPEARANCE (Con't)

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 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.

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

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

BEGINNING JANUARY 1, 1988, the C.P.I. shall be applied to the Clothing Allowance and the adjustment made accordingly.

(b) The initial clothing and equipment issue will be paid by the Township of Winslow.

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 Officer.

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. Beginning January 1, 1987, college credits shall be payable at nine dollars, (\$9.00), per credit, not to exceed 120 credits or a total maximum payable of \$1,080.00. 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 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 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 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.

ARTICLE XX: DISCIPLINE (Con't)

Section 2. An 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 Police Officer of any material placed in his personnel jacket and give said individual a copy of same.

ARTICLE XXI: GRIEVANCES

The purpose of this article is to settle all grievances between the Township and the members of the Local 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 Local 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 Local 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 Local shall furnish a written statement of the grievance to the Chief on a form provided by the Local. The Chief or his designee, and the Local 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 written notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the Local 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 Local 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 Local. 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 fact 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.

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 or interference 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 patrolman, in fact, violated this provision.

ARTICLE XXIV: DURATION

It is hereby agreed by and between the parties that, notwithstanding the date of this Agreement, or the date of the signing of this Agreement by the parties, that this Agreement shall be effective January 1, 1986, and continued for a term of three, (3), years to December 31, 1988.

ARTICLE XXVI: 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 in writing. If no notice is given, the contract shall expire on the expiration date of this Agreement.

ARTICLE XXVI: SUBSEQUENT LAWS AND APPLICABILITY (Con't)

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 XXVII: 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 29 day of MAY, 1986.

FOR THE POLICE DEPARTMENT:

FOR THE TOWNSHIP COMMITTEE:

[Signature]
P.B.A. Representative,
Local 178

[Signature]
Mayor

P.B.A. Local 178
Negotiating Committee

[Signature]
Township Clerk

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
Chief of Police

WINSLOW TOWNSHIP POLICE DEPARTMENT PASS LIST

12-8 H/B
 8-4 C/D
 4-12 E/F
 MONTH

JANUARY

19

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
OFF	1	4-16	2	3	4	5	6
1	3		3	4	4	4	4
2	1		1	1	1	1	1
3	2		2	2	2	3	3
OFF	7	1-26	9	10	11	12	13
1	4	8	9	10	11	12	13
2	2	1-48	2	2	2	2	3
3	3		3	3	4	4	4
OFF	14	2-18	16	17	18	19	20
1	1	15	16	17	18	19	20
2	3	1-2A	2	2	2	2	2
3	4		3	3	3	4	4
OFF	21	2-3A	23	24	25	26	27
1	3	22	23	24	25	26	27
2	4	2-1F	4	1	1	1	1
3	1		2	2	2	2	2
OFF	28	3-2F	30	31			
1	4	29	30	31			
2	1	2-3E	4	4			
3	2		3	3			

Remarks: Jan 2 Pinc OFF 12-8
 Tomachi (spatch)

This page and following pages
 "FOR AGREEMENT EXAMPLE ONLY"

WINSLOW TOWNSHIP POLICE DEPARTMENT
PASS LIST

8-4 CID
4-12 E:15 MONTH FEBRUARY '9

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
F					1/1-4B	2/4-1A	3/4-3F
					4	1	1
					2	2	2
					3	3	3
F	4/3-4E	5/3-20	6/2-3C	7/2-1B	8/1-2A	9/1-4E	10/4-1E
	1	1	1	1	2	2	2
	2	2	3	3	3	3	3
	4	4	4	4	4	4	1
F	11/4-3D	12/3-4C	13/3-2B	14/2-3A	15/2-1F	16/1-2E	17/1-4D
	2	2	2	3	3	3	3
	3	4	4	4	4	4	4
	1	1	1	1	1	2	2
F	18/4-1C	19/4-3B	20/3-4A	21/3-2F	22/2-3E	23/2-1D	24/1-2C
	3	3	4	4	4	4	4
	1	1	1	1	1	1	2
	2	2	2	2	3	3	3
F	25/1-4B	26/4-1A	27/4-3F	28/3-4E			
	4	1	1	1			
	2	2	2	2			
	3	3	3	4			
			Remarks:				

WINSLOW TOWNSHIP POLICE DEPARTMENT PASS LIST

12.8 1/B
8-4 C/D
4-12 E/F

MONTH MARCH 19

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
#					1/3-2D	2/2-3C	3/2-1B
					1	1	1
					2	3	3
					4	4	4
#	4/1-2A	5/1-4F	6/4-1E	7/4-3D	8/3-4C	9/3-2B	10/2-3A
2	2	2	2	2	2	2	3
3	3	3	3	3	4	4	4
4	4	4	1	1	1	1	1
#	11/2-1E	12/1-2E	13/1-4D	14/4-1C	15/4-3B	16/3-4A	17/3-2F
3	3	3	3	3	3	4	4
4	4	4	4	1	1	1	1
1	1	2	2	2	2	2	2
#	18/2-3E	19/2-10	20/1-2C	21/1-4B	22/4-1A	23/4-3F	24/3-4E
4	4	4	4	4	1	1	1
1	1	1	2	2	2	2	2
3	3	3	3	3	3	3	4
#	25/3-20	26/2-3C	27/2-1B	28/1-2A	29/1-4F	30/4-1E	31/4-3D
1	1	1	1	2	2	2	2
2	2	3	3	3	3	3	3
4	4	4	4	4	4	1	1

Remarks:

WINSLOW TOWNSHIP POLICE DEPARTMENT
PASS LIST

14-8
8-4 C/D
4-12 E/F

MONTH APRIL 19

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
EF	1/3-4C	2/3-2B	3/2-3A	4/2-1F	5/1-2E	6/1-4D	7/4-1C
	2	2	3	3	3	3	3
	4	4	4	4	4	4	1
	1	1	1	1	2	2	2
EF	8/4-3B	9/3-4A	10/3-2F	11/2-3E	12/2-1D	13/1-2C	14/1-4B
	3	4	4	4	4	4	4
	1	1	1	1	1	2	2
	2	2	2	3	3	3	3
EF	15/4-1A	16/4-3F	17/3-4E	18/3-2D	19/2-3C	20/2-1B	21/1-2A
	1	1	1	1	1	1	2
	2	2	2	2	3	3	3
	3	3	4	4	4	4	4
EF	22/1-4F	23/4-1E	24/4-3D	25/3-4C	26/3-2B	27/2-3A	28/2-1F
	2	2	2	2	2	3	3
	3	3	3	4	4	4	4
	4	1	1	1	1	1	1
F	29/1-2E	30/1-4D					
	3	3					
	4	4					
	2	2					

Remarks:

12-8 H/LS
: 8-4 C/D

WINSLOW TOWNSHIP POLICE DEPARTMENT
PASS LIST

48-12 E/F MONTH MAY

19

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FF	/	/	1/4-1C	2/4-3B	3/3-4A	4/3-2F	5/2-3E
			3	3	4	4	4
1			1	1	1	1	1
2			2	2	2	2	3
3			2	2	2	2	3
FF	6/2-1D	7/1-2C	8/1-4B	9/4-1A	10/4-3E	11/3-4E	12/3-2D
1	4	4	4	1	1	1	1
2	1	2	2	2	2	2	2
3	3	3	3	3	3	4	4
FF	13/2-3C	14/2-1B	15/1-2A	16/1-4E	17/4-1E	18/4-3D	19/3-4C
1	1	1	2	2	2	2	2
2	3	3	3	3	3	3	4
3	4	4	4	4	1	1	1
FF	20/3-2B	21/2-3A	22/2-1F	23/1-2E	24/1-4D	25/4-1C	26/4-3B
1	2	3	3	3	3	3	3
2	4	4	4	4	4	1	1
3	1	1	1	2	2	2	2
FF	27/3-4A	28/3-2F	29/2-3E	30/2-1D	31/1-2C	/	/
1	4	4	4	4	4	/	/
2	1	1	1	1	2	/	/
3	2	2	3	3	3	/	/

Remarks:

12-8 A/B
8-4 C/D
4-12 E/F

MONTH **JUNE** 19

WINSLOW TOWNSHIP POLICE DEPARTMENT
PASS LIST

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FF	/	/	/	/	/	1/1-4B	2/4-1A
1						4	1
2						2	2
3						3	3
FF	3/4-3E	4/3-4E	5/3-2D	6/2-3C	7/2-1B	8/1-2A	9/1-4F
1	1	1	1	1	1	2	2
2	2	2	2	3	3	3	3
3	3	4	4	4	4	4	4
FF	10/4-1E	11/4-3D	12/3-4C	13/3-2B	14/2-3A	15/2-1F	16/1-2E
1	2	2	2	2	3	3	3
2	3	3	4	4	4	4	4
3	1	1	1	1	1	1	2
FF	17/1-4D	18/4-1C	19/4-3B	20/3-4A	21/3-2F	22/2-3E	23/2-1D
1	3	3	3	4	4	4	4
2	4	1	1	1	1	1	1
3	2	2	2	2	2	3	3
FF	24/1-2C	25/1-4B	26/4-1A	27/4-3F	28/3-4E	29/3-2D	30/2-3C
1	4	4	1	1	1	1	1
2	2	2	2	2	2	2	3
3	3	3	3	3	4	4	4

Remarks:

= 12-8 A/B
 = 8-4 C/D
 = 4-12 E/F

MONTH JULY 19 19

WINSLOW TOWNSHIP POLICE DEPARTMENT
 PASS LIST

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	1/2-1B	2/1-2A	3/1-4F	4/4-1E	5/4-3D	6/3-4C	7/3-2B
2	2		2	2	2	2	2
3	3		3	3	3	4	4
4	4		4	1	1	1	1
5	8/2-3A	9/2-1F	10/1-2E	11/1-4D	12/4-1C	13/4-3B	14/3-4A
6	3	3	3	3	3	3	4
7	4	4	4	4	1	1	1
8	4	4	4	2	2	2	2
9	15/3-2F	16/2-3E	17/2-1D	18/1-2C	19/1-4B	20/4-1A	21/4-3F
10	4	4	4	4	4	1	1
11	1	1	1	2	2	2	2
12	2	3	3	3	3	3	3
13	22/3-4E	23/3-2D	24/2-3C	25/2-1B	26/1-2A	27/1-4F	28/4-1E
14	1	1	1	1	2	2	2
15	2	2	3	3	3	3	3
16	4	4	4	4	4	4	1
17	29/4-3D	30/3-4C	31/3-2B				
18	2	2	2				
19	3	4	4				
20	1	1	1				

Remarks:

12-8 1B
8-4 C/D

WINSLOW TOWNSHIP POLICE DEPARTMENT
PASS LIST

4-12 E/F MONTH AUGUST 19

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
#	/	/	/	1/2-3A	2/2-1F	3/1-2E	4/1-4D
				3	3	3	3
				4	4	4	4
				1	1	2	2
F	5/4-1C	6/4-3B	7/3-4A	8/3-2F	9/2-3E	10/2-1D	11/1-2C
	3	3	4	4	4	4	4
	1	1	1	1	1	1	2
	2	2	2	2	3	3	3
F	12/1-4B	13/4-1A	14/4-3F	15/3-4E	16/3-2D	17/2-3C	18/2-1B
	4	1	1	1	1	1	1
	2	2	2	2	2	3	3
	3	3	3	4	4	4	4
F	19/1-2A	20/1-4F	21/4-1E	22/4-3D	23/3-4C	24/3-2B	25/2-3A
	2	2	2	2	2	2	3
	3	3	3	3	4	4	4
	4	4	1	1	1	1	1
F	26/2-1F	27/1-2E	28/1-4D	29/4-1C	30/4-3B	31/3-4A	/
	3	3	3	3	3	4	/
	4	4	4	1	1	1	/
	1	2	2	2	2	2	/

Remarks:

WINSLOW TOWNHIP POLICE DEPARTMENT
PASS LIST

= 8-4 C/P
= 4-12 E/F MONTH SEPTEMBER 19

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
F	/	/	/	/	/	/	1/3-2F
							4
							1
							2
F	2/2-3F	3/2-10	4/1-2C	5/1-4B	6/4-1A	7/4-3F	8/3-4E
	4	4	4	4	1	1	1
							2
							2
							4
							4
F	9/3-2D	10/2-3C	11/2-1B	12/1-2A	13/1-4F	14/4-1E	15/4-3D
	1	1	1	2	2	2	2
							3
							3
							1
F	16/3-4C	17/3-2B	18/2-3A	19/2-1F	20/1-2E	21/1-4D	22/4-1C
	2	2	3	3	3	3	3
							4
							4
							1
							2
F	23/4-3B	24/3-4A	25/3-2F	26/2-3E	27/2-1D	28/1-2C	29/1-4B
	3	4	4	4	4	4	4
							2
							2
							3
F	30/4-1A						
	1						

Remarks:

12-8 A/B
8-4 C/D

WINSLOW TOWNSHIP POLICE DEPARTMENT
PASS LIST

4-12 E/F MONTH OCTOBER 19

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
F	1/4-3F	2/3-4E	3/3-2D	4/2-3C	5/2-1B	6/1-2A	
	2	2	2	2	3	3	
	3	4	4	4	4	4	
F	7/1-4E	8/4-1E	9/4-3D	10/3-4C	11/3-2B	12/2-3A	13/2-1F
2	2	2	2	2	2	3	3
3	3	3	4	4	4	4	4
4	1	1	1	1	1	1	1
F	14/1-2E	15/1-4D	16/4-1C	17/4-3B	18/3-4A	19/3-2F	20/2-3E
3	3	3	3	3	4	4	4
4	4	4	1	1	1	1	1
F	21/2-1D	22/1-2C	23/1-4B	24/4-1A	25/4-3F	26/3-4E	27/3-2D
4	4	4	4	1	1	1	1
1	2	2	2	2	2	2	2
3	3	3	3	3	3	4	4
F	28/2-3C	29/2-1B	30/1-2A	31/1-4F			
1	1	2	2	2			
3	3	3	3	3			
4	4	4	4	4			

Remarks:

WINSLOW TOWNSHIP POLICE DEPARTMENT
PASS LIST

20 11. 0
3-4 C/D
= 2 E/F

MONTH NOVEMBER 19

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
/	/	/	/	1/4-1E	2/4-3D	3/3-4C
/	/	/	/	2	2	2
/	/	/	/	3	3	4
/	/	/	/	1	1	1
4/3-2B	5/2-3A	6/2-1F	7/1-2E	8/1-4D	9/4-1C	10/4-3B
2	3	3	3	3	3	3
4	4	4	4	4	1	1
1	1	1	2	2	2	2
11/3-4A	12/3-2F	13/2-3E	14/2-1D	15/1-2C	16/1-4B	17/4-1A
4	4	4	4	4	4	1
1	1	1	1	2	2	2
2	2	3	3	3	3	3
18/4-3F	19/3-4E	20/3-2D	21/2-3C	22/2-1B	23/1-2A	24/1-4F
1	1	1	1	1	2	2
2	2	2	3	3	3	3
3	4	4	4	4	4	4
25/4-1E	26/4-3D	27/3-4C	28/3-2B	29/2-3A	30/2-1F	/
2	2	2	2	3	3	/
3	3	4	4	4	4	/
1	1	1	1	1	1	/
/	/	/	/	/	/	/

Remarks:

12-8 115
 8-4 C/D
 4-12 E/F MONTH DECEMBER 19
 WINSLOW TOWNSHIP POLICE DEPARTMENT
 PASS LIST

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
F	/	/	/	/	/	/	1/1-2E
							3
							4
							2
F	2/1-4D	3/4-1C	4/4-3B	5/3-4A	6/3-2E	7/2-3E	8/2-10
	3	3	3	4	4	4	4
	4	1	1	1	1	1	1
	2	2	2	2	2	3	3
F	9/1-2C	10/1-4B	11/4-1A	12/4-3E	13/3-4E	14/3-2D	15/2-3C
	4	4	1	1	1	1	1
	2	2	2	2	2	2	3
	3	3	3	3	4	4	4
F	16/2-1B	17/1-2A	18/1-4F	19/4-1E	20/4-3D	21/3-4C	22/3-2B
	1	2	2	2	2	2	2
	3	3	3	3	3	4	4
	4	4	4	1	1	1	1
F	23/2-3A	24/2-1E	25/1-2E	26/1-4D	27/4-1C	28/4-3B	29/3-4A
	3	3	3	3	3	3	4
	4	4	4	4	1	1	1
	1	1	2	2	2	2	2
F	30/3-2E	31/2-3E					
	4	4					

Remarks:

DETECTIVE WORK SCHEDULE

The following criteria is set forth so as to establish the Schedule under which the Detectives of the Winslow Township Police Department shall work.

1. The Schedule which applies to Patrolmen shall also apply to Detectives, with the exceptions set forth herein.
2. When a Platoon is scheduled to work a midnight shift, the Detective normally assigned to that Platoon, will work an 8:00 am to 4:00 pm shift in lieu of said midnight shift and shall also be stand-by Detective for the midnight shift on that particular day.
3. If and when the squad day is involved, the 4 - 12 shift Detective will take stand-by between 12 midnight and 8:00 am the next day.

When a Detective is ordered, by the Chief of Police or his designee to stand-by on shifts, other than midnight to 8:00 am shifts, he shall receive a flat rate of four (4) hours compensatory time.

4. Whenever a Detective is called out anytime other than his scheduled work shift he shall receive overtime at $1\frac{1}{2}$ times his regular pay for actual time worked.
5. The Township of Winslow reserves the right to require Detectives to return to Uniformed Patrolman Duty Status at any such time the Township considers same warranted.

SCHEDULE "C"
MINIMUM BASIC ISSUE

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

1. 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
 1. Uniform Caps - One complete with chin strap and visor strap
 2. Blouse coat - one
 3. Winter gloves

B. Winter - Class "B" - cap standard

1. Jacket - "255" - complete with two liners
2. Long sleeved shirts - six
3. Neckties - break-away - six
4. Winter - weight - trousers - four
5. Helmet - one

C. Summer - Class "A" - cap standard

1. 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

1. 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)