

EMPLOYMENT AGREEMENT BETWEEN

The Township of Winslow

AND

Donald Lemons, Jr.

January 1, 2023 – December 31, 2023

TO SERVE AS CHIEF OF POLICE

I. RECOGNITION

THIS AGREEMENT, entered into on the 1ST day of January 1, 2023 through December 31, 2023, by and between the Township of Winslow, in the County of Camden, New Jersey (hereinafter "Township"), and Donald Lemons, Jr. (hereinafter "Chief of Police" or "Employee"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This Agreement represents the complete and final understanding on all bargaining issues between the Township and the Chief of Police.

II. MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

III. WORKWEEK

The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police shall work a minimum of (40) hours per week Monday through Friday 0800 to 1600 hrs. If necessary the Chief of Police may adjust his schedule for any call out. The Chief of Police shall attend the Monthly Township meetings. If requested, the Chief of Police may attend community meetings and other meetings not scheduled during his normal shift. Also the Chief of Police is on call in case of any major incident.

IV. LEGAL DEFENSE

A. In the event the Chief of Police is charged in any action or legal proceedings arising out of, or incidental to, the performance of his duties, the Township shall provide the Chief with the means necessary for his defense of such action or proceeding, provided that such action or legal proceeding arises out of the exercise of his duties in a lawful manner.

B. The obligation set forth in Section IV.A above shall not apply in the case of a disciplinary proceeding instituted against the Chief of Police by the Township or any other governmental agency.

C. The Township agrees to cover the Chief with false arrest and liability insurance in the amount of (\$1,000,000.00) one million dollars.

V. HEALTH BENEFITS

A. Medical

1. The Township shall, as of the effective date of this Agreement, provide the Chief of Police with the same medical benefits being afforded to the Superior Officers in accordance with the Collective Bargaining Agreement between the Township and the Superior Officers Association (2020-2023) ("CBA"), said benefits to be provided by a private insurance carrier with the premiums paid for by the Township, except as provided for below. It is understood and agreed that the benefits provided under Section V.A of this Agreement are subject to change consistent with any amendment to the CBA. Cost of benefits to the Chief of Police is subject to Chapter 78 legislation.

2. It is understood and agreed that the Chief of Police shall be responsible for the cost of office visit co-pays for primary care physicians/doctors and specialists based on the plan the Chief of Police has chosen.

3. It is further understood and agreed that pre-certification by health care provider in non-emergency situations shall be required.

4. It is understood and agreed that Employee shall be required to utilize free standing testing labs and surgical centers in non-emergency situations, unless otherwise required by a physician in consultation with the patient and will be encouraged to use urgent care centers in accordance with the PPO plan requirements.

5. In the event Employee relocates outside of the state, the parties agree to work together to develop "in-network" facilities and a service providers list within a reasonable distance of the Employee's domicile.

6. Premiums will be paid by the Township and the Chief of Police if he is absent due to sickness or non-work related injury, but not for more than six (6) months from the date of sickness or non-work related injury first occurred according the Chapter 78 or any applicable state law. Employees will pay for their medical coverage while on leave through the 1/3 they are paid while on disability after the 30 days elimination period. If an employee chooses not to be paid 1/3 of their pay using their accumulated sick time, the employee will be billed for their portion of the cost of their benefits on a monthly basis.

B. Prescriptions

1. The Township shall, as of the effective date of this Agreement, provide the Chief of Police with the same prescription plan being afforded to the Superior Officers in accordance with the Collective Bargaining Agreement between the Township and the Superior Officers Association (2020-2023) ("CBA"). It is understood and agreed that the benefits provided under Section V.B of this Agreement are subject to change consistent with any amendment to the CBA. Cost of benefits to the Chief of Police is subject to

Chapter 78 legislation. The cost of coverage shall be the same as being afforded to the Superior Officers in accordance with the Collective Bargaining Agreement between the Township and the Superior Officers Association (2020-2023) ("CBA"). |

2. The Township and the Chief of Police shall pay the premiums associated with the prescription plan, subject to a co-pay for generic brands and co-pay for name brands, said co-pay to be paid by the Employee based on the plan the Employee has chosen. In the event the Employee uses the insurance provided mail in program for prescriptions, he shall be responsible to pay a co-pay for a ninety-day supply.

3. Employee shall also have the option of using the insurance provided mail in program for prescriptions, subject to all conditions and regulations associated with the plan employee is enrolled in.

4. Employee shall receive a copy of his coverage from the insurance carrier.

5. Premiums will be paid by the Township and the Chief of Police if he is absent due to sickness or off duty injury, but not for more than six (6) months from the date of sickness or off duty injury first occurred. Upon request, and for good cause shown, the Governing Body may grant an additional six (6) month leave of absence for sickness or non-work-related injury, however this portion of the leave will be unpaid.

6. The Chief of Police has the option to waive health insurance benefits as the guidelines below state:

- a. The monetary payment to employees who elect to drop Township health insurance prescription coverage, and dental insurance shall be \$1750.00 per year for single coverage; \$2,000.00 per year for parent/child coverage; \$2,250.00 per year for husband/wife coverage; \$2,700.00 per year for family coverage.
- b. Employees who elect to opt out of husband/wife or family coverage, but whose spouse is also an employee of the Township, shall be entitled to only an \$800.00 cash payment in lieu of participation in the Township's health insurance and prescription coverage program. Officers who are hired after 1/1/2013 will not be eligible for this \$800 credit.
- c. All payments pursuant to this Section shall be paid to the employee in the first regular paycheck in December of each year, subject to appropriate deductions. Employees who re-enroll in the Township's health insurance program after January 1 of a given calendar year will be entitled to a pro-rated portion of the cash payment to which he or she is entitled, paid in the first regular paycheck in December of that calendar year, subject to appropriate deductions.

C. Dental

The Township shall, as of the effective date of this Agreement, provide the Chief of Police with the same dental plan being afforded to the Superior Officers in accordance with the Collective Bargaining Agreement between the Township and the Superior Officers Association (2020-2023) ("CBA"). It is understood and agreed that the benefits provided under Section V.C of this Agreement are subject to change consistent with any amendment to the CBA. Cost of benefits to the Chief of Police is subject to Chapter 78 legislation.

D. Vision

The Township shall, as of the effective date of this Agreement, provide the Chief of Police with the same vision plan being afforded to the Superior Officers in accordance with the Collective Bargaining Agreement between the Township and the Superior Officers Association 2020-2023) ("CBA"). It is understood and agreed that the benefits provided under Section V.C of this Agreement are subject to change consistent with any amendment to the CBA.

VI. OFFICER KILLED IN LINE OF DUTY

A. If the Chief of Police is killed in the line of duty during the term of this Agreement, medical, dental, and prescription coverage shall be carried for the surviving spouse and unemancipated children/dependents. The Township will pay 100% of plan costs.

B. The benefit for children provided for in Section VI.A above shall cease upon the earlier of their emancipation or when they are no longer dependents as defined by the Federal Internal Revenue Service.

VII. OFFICER PERMANENTLY DISABLED IN LINE OF DUTY

A. If the Chief of Police becomes totally and permanently disabled because of injury or illness occurring in the line of duty, as determined by the NJ Police & Fire Pension Board, then the provisions of and specified in Section VI of this Agreement shall apply for the Chief of Police, as well as his spouse and un-emancipated dependent children, if any.

B. For purposes of this Section VII, the phrase "totally and permanently disabled" shall be a determination by the NJ Workers Compensation Court or the NJ Police & Fire Retirement System Trustees that such condition exists and is work related. The words "emancipated" and "un-emancipated" shall be defined as in the matrimonial laws of the State of New Jersey. Upon determination or permanent disability of the employee, the coverage level (Employee only, Employee & Spouse, Employee & Child(ren) and Employee & Family) in place on the date of the determination may not be increased. Under no circumstances can coverage levels be increased subsequent to that date. Only those individuals covered on the date of the determination of permanent disability and any subsequently added to coverage without increasing the coverage level, are eligible for continuing coverage. Coverage levels may be reduced due to a change in status such as dependents age, marital status (divorce) or death may dictate. Cost of coverage will be 35% of the cost of the plan chosen.

C. Notwithstanding the above, under no circumstances shall the Chief be entitled to any of the benefits provided for under Section 5 of this Agreement in the event the Chief (1) pleads or is found guilty of committing a crime; or (2) forfeits his public employment in connection with a guilty plea, regardless of the nature of the plea.

VIII. RETIREMENT COVERAGE

A. At the time of his retirement, the Chief of Police shall be entitled to the same retirement benefits that are then and there provided for in Section 52-10(D) of the Township Code, and any amendment thereto, provided that the Chief of Police retires in good standing and has twenty-five (25) years or more of service with the NJ Police & Fire Retirement System. Upon retirement, the level of coverage in place (Employee only, Employee & Spouse, Employee & Child(ren) and Employee & Family) cannot be increased after retirement. Under no circumstances can coverage levels be increased after retirement. Those individuals covered on the date of retirement are eligible for continuation of the benefits at the coverage level in place as of the date of retirement. Dependents may be added to coverage only if the coverage level in effect as of the date of retirement does not increase. Coverage levels may be reduced due to a change in status such as dependents age, marital status (divorce), or death may dictate.

B. It is understood and agreed that in the event the Chief of Police shall pre-decease his spouse, Employee's spouse and unemancipated children, if any, shall be entitled to continued medical/health, prescription and dental coverage in accordance with the terms set forth herein.

C. Effective January 1, 2020 an employee may choose, in writing, and only during periods of regular open enrollment, or at any time due to a qualified life changing event, to drop Township health insurance, prescription coverage, and dental insurance to receive a monetary payment in lieu thereof.

D. Members who opt out, may re-enroll into the Town health care plan in retirement should they experience a qualified life changing event. If an employee is waiving Health Insurance, applies to retire and meets the contract requirements for eligibility for continued Health Insurance as a retiree, they do not have to elect Health Insurance Coverage at retirement. The retiree can enroll in the same coverage level they were eligible for at retirement at a later date while providing proof of one of the following life events **causing a loss of coverage:**

- Divorce
- Retiree/Spouse Loss of Coverage
- Death of Retiree/Spouse

The retiree must certify in writing on an annual basis that he/she is not covered by another medical insurer. If the retiree is covered by another medical insurer the Township coverage shall terminate.

IX. SICK LEAVE

A. Sick Leave Defined

Sick leave is defined as absence from duty of the Chief of Police because of a personal illness or exposure to a contagious disease, which renders the Chief of Police unable to perform his usual duties of his position. The Chief of Police shall be entitled to one hundred twenty (120) hours of sick leave per year.

B. Notification

The Chief of Police shall notify the Public Safety Director and/or Township Administrator in a timely manner and at no time beyond one (1) hour prior to his scheduled shift. Failure to notify

the Public Safety Director and/or Township Administrator by no later than one (1) hour prior to his scheduled shift that the Chief of Police will be using sick leave shall be cause of losing that day's, and possible future, sick leave with pay.

C. Sick Leave Disability

1. In the event the Chief of Police shall become disabled by sickness or injury while off duty and while employed by the Township, he shall receive two-thirds (2/3) of his straight time pay for not more than twenty-six (26) weeks, after thirty (30) days of such absence, for all time actually lost save the first thirty (30) days.

2. It is understood and agreed that the Township shall only be obligated to pay the premium for disability coverage, and that the Chief of Police shall cooperate in the processing of the insurance forms.

3. It is further understood and agreed that the payment of benefits, if any, shall be governed by the New Jersey Temporary Disability Law.

4. If the Chief of Police is determined to be totally and permanently disabled, the payments provided for under this Section IX.C shall cease as of the effective date of said determination.

5. the Chief of Police would be responsible to pay his portion of health insurance while on leave of absence.

D. Sick Time - Payment & Accumulation

Sick time not used shall accumulate until retirement in good standing. If at the time of retirement in good standing the Chief of Police wishes to exercise the cash buyout option of his sick leave in lieu of the bankable retainer fund as provided for in Section IX.E below, payment shall be made at seventy-five percent (75%) of the sick leave value with a maximum sell back of \$29,000.00.

E. Bankable Retainer Fund

1. The Township shall maintain a "bankable retainer fund" for the Chief of Police, be used exclusively for the payment of his 35% health care insurance co-payment upon retirement. It is understood and agreed that deductions from the fund shall be in pre-tax dollars.

2. In the event the Chief of Police foregoes the payment of his accumulated sick leave, pursuant to Section IX.D above, upon retirement in good standing he shall receive one hundred (100%) percent value with no maximum. The bankable retainer fund can be supplemented by deferring all or part of the Chief's accumulated vacation or compensatory time beyond the amount of sick time available.

3. In the event the Chief of Police opts out of the retiree health program, or passes away before exhaustion of the bankable retainer fund, he shall receive payment of all unexpended terminal leave payments (balances) to be paid to him or his estate, except for sick leave credits above the maximum payment provided under Section IX.D above. The balance of the sick leave over the maximum is only a death benefit to be paid to the Employee's estate. The Employee may only cash out his sick leave at retirement in good standing.

4. The Chief of Police may add up to a maximum of six hundred (600) hours using a combination of accrued vacation and/or compensatory time at the prevailing rate of salary at the time of retirement to achieve or add to the sick bank accrual/bankable retainer fund at his discretion.

5. In the event the Chief of Police opts to include the extra accumulated vacation or compensatory time into the bankable retainer fund, it shall be utilized only after the full amount of the sick time fund amount has first been exhausted at which point other accumulated funds will be utilized as necessary.

X. INJURY

A. Work Related Injury

1. In the event the Chief of Police is injured, disabled by injury while on duty or by work related sickness while employed by the Township, he shall receive straight time pay for all the time actually lost. This leave shall be for a period of six months and maybe extended to one year with the approval of the Governing Body. Workers compensation benefits that the Chief of Police is or may be entitled to shall be credited dollar for dollar against this obligation.

2. In the event the Chief of Police is deemed totally and permanently disabled under Federal Social Security Law, or New Jersey Workers Compensation Law, the payment referred to in Section X.A above shall cease as of the effective date of such determination.

3. Any amount paid by the Township under this Section X shall become part of the Township's workers compensation lien as against third party tortfeasors if the Township is acting pursuant to N.J.S.A. 34:15-40.

B. 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 paper work required for purpose shall be completed by the Chief of Police.

C. Documentation & Examination

The Township may require a physician's certificate for proof of injury or disability and the estimated length of time off that may be required for recovery. The Township may also request a physical examination periodically by the Township physician.

XI. MEDICAL TIME

In the event the Chief of Police is injured on the job and is sent home, he shall receive the balance of his pay for that day. If he is required to receive medical treatment during his regular scheduled working hours, the Chief of Police shall be paid for all actual time that day to receive

such treatment.

XII. VIOLATION OF POLICY

The Chief of Police understands and agrees that the abuse of any of the provisions set forth in this Agreement shall result in disciplinary action, up to and including dismissal.

XIII. LEAVE TIME PERMITTED

A. The Chief of Police shall be excused from work because of a death in his immediate family, as defined below:

1. Ten (10) consecutive working days off with pay shall be granted in the event of a death of the Chief's spouse, parent, step-parent, child or step-child. Such leave shall be taken in the same time frame as the day of death and/or the day of the funeral, and is completed no longer than the ten days following the funeral.

2. Five (5) consecutive working days off with pay shall be granted in the event of the death of the Chief's brother, sister, grandmother or grandfather, foster child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grand mother or father, spouse's step-parent, grandchildren, legal wards and other legal relationships recognized by State Law such as "domestic partners". Such leave shall be taken in the same time frame as the day of the death and/or the day of the funeral and must be completed no longer than five days following the day of the funeral.

3. One (1) working day off with pay should be granted in the event of a death of the Chief's aunt, uncle, niece, nephew, or cousin. Such leave must be taken in the same time frame as the day of death and/or the day of the funeral and must be completed no longer than the day following the funeral.

B. Military leave shall be granted in accordance with the applicable Federal & State Laws.

C. Family leave shall be granted in accordance with the "Family Leave Act".

XIV. VACATION

A. The Chief of Police shall receive one (1) additional day vacation (8 hours) for each additional year of service over five (5) years, not to exceed ten (10) additional days or five (5) weeks of vacation after fifteen (15) years of service and thereafter.

B. The Chief of Police may carry over as many hours vacation time as he is receiving up to two hundred (200) hours into the next year.

C. Vacation may be taken no less than one (1) hour increment at a time.

D. Unused vacation time shall be compensated dollar for dollar upon separation from service in good standing. This section shall not apply in the event the Chief of Police elects to place unused funds into the "bankable retainer fund" program as provided for in Section

IX.E above.

XV. HOLIDAYS AND PERSONAL DAYS

A. As of January 1, 2019 twelve (12) personal days at the value of eight (8) hours per day will be given instead of assigned Township Observed Holidays

B. In addition to the five (5) annual personal days to be allotted each year, starting in 2019, twelve (12) personal days will be given – for a total of one hundred thirty-six (136) hours. Unused Personal Days will not carry over to the next calendar year.

XVI. PERSONAL CAR

A. The Township agrees to supply the Chief of Police with an unmarked automobile to be used for police work and for his personal use. Said vehicle shall be equipped with such equipment as is needed for police work.

B. The Chief of Police shall be permitted to use the car for his personal use. Personal use shall be limited to the State of New Jersey.

C. The Township shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.

D. The automobile shall not be used by anyone other than the Chief of Police at any time for any purpose, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

XVII. SALARY

The base salary of the Chief of Police shall be:

January 1, 2023 – December 31, 2023: \$185,000

In accordance with Resolution No. 462-08, the Chief of Police shall not be entitled to overtime pay in any form, including compensatory time, regardless of the number of hours worked.

XVIII. EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

A. The Chief of Police shall be permitted, upon prior written approval from the Public Safety Director, to attend and be compensated for, at his regular salary, any school, seminar, meetings or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature. All expenses, such as travel, room, food (\$10.00 for breakfast, \$12.00 for lunch, \$15.00 for dinner) and an additional 15 percent of said allowance for gratuities, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Township. In no event shall the

Township be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.

B. The Township agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference. If the Chief of Police attends a conference at Township's expense, the Chief of Police shall provide the Township with proof of expenses for attending such conference, by way of receipts. At no time shall the Chief be permitted to attend any such above noted program without the express, prior written approval of the Public Safety Director.

C. The Township also agrees to pay for the Chief's dues for membership in the Camden County Chiefs of Police Association, the South Jersey Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, and the International Association of Chiefs of Police.

XIX. DEATH BENEFITS

In the event of the death of the Chief of Police killed in the line of duty, the Township shall pay within two (2) weeks of said death to his surviving spouse, or designated beneficiary, the pro-rated balance of any salary, vacation days, and unused sick time.

XX. LIFE INSURANCE

Section 1: Chief employed by the Township shall be covered by a life insurance policy provided for and premiums paid by the Township. The life insurance policy shall be in the amount of ten thousand dollars (\$10,000.00) with a double indemnity clause and a copy of the policy available to each officer. The beneficiary is to be named by the Chief.

Section 2: The Township will provide at its cost a term life insurance policy in the amount of ten thousand dollars (\$10,000.00) with no cash in benefits for (retired) Chief. A copy of said policy shall be available to retired Chief.

XXI. SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

XXII. FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

XXIII. GRIEVANCE PROCEDURE

A. The purpose of this Section XXIII is to secure, at the lowest possible level, equitable solutions to the problems, which may arise affecting the terms of this contract or agreement. Nothing herein contained shall be constructed to limit the right of the Chief of Police having a grievance to discuss the matter informally with a Township Official, and have the grievance adjusted without the intervention of the Chief's Association.

B. The term "grievance" as used herein means a complaint by the Chief of Police, as to him, has been an inequitable, improper, or unjust application, interpretation, or violation of this Agreement.

C. In the presentation of a grievance, the Chief shall have the right to present his own appeal or to designate an Association representative or counsel to appear with him.

D. The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this Agreement.

Step 1:

- (a) The aggrieved party shall institute action by presenting a signed and written statement of grievance delivered to the Township Administrator within five (5) working days of the event upon which the claim is based. Failure to act within said 5-day period of the normal workweek shall be deemed to constitute an abandonment of the grievance.
- (b) The Township Administrator shall render a decision in writing within ten (10) working days of the normal workweek after receipt of the grievance.

Step 2:

- (a) In the event a satisfactory settlement has not been reached, the aggrieved shall file his written, signed complaint with the Public Safety Director within seven (7) working days of the normal workweek following the determination at Step 1.
- (b) Failure to act within seven (7) days shall constitute abandonment of the grievance.
- (c) The Public Safety Director shall render his decision within fifteen (15) working days of the normal workweek after the receipt of the complaint.

Step 3:

- (a) Should the aggrieved party disagree with the decision of the Public Safety Director, then in that event, the aggrieved may, within seven (7) working days of the normal workweek of the decision, submit the grievance to the Mayor and Township Committee. The grievance shall be in writing and signed as to the issues in dispute.
- (b) Failure to act within seven (7) days shall constitute abandonment of the grievance.
- (c) Within fifteen (15) working days of the normal workweek after receipt of the grievance, the Mayor and Township Committee shall render their decision.

Step 4:

Should the aggrieved be dissatisfied with the decision of the Mayor and Township Committee, then, in that event, the aggrieved has seven (7) working days of the normal workweek with which to request the appointment of arbitrator. The costs (fees and expenses) of the arbitrator shall be borne equally by the Township and the Chief of Police.

XXIV. - TERM

THIS AGREEMENT shall be in full force and effect as of January 1, 2023 and shall remain in effect to, and including, December 31st, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

ATTEST:

ATTEST:



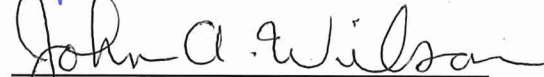
Township of Winslow



MAYOR



TOWNSHIP ADMINISTRATOR



PUBLIC SAFETY DIRECTOR



CHIEF OF POLICE

RECEIVED

OCT 02 2023

**ADMINISTRATION
WINSLOW TOWNSHIP**