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RUTGERS UNIVERSITY

AGREEMENT

AGREEMENT dated the 8th day of April 1975, by and between EAST WINDSOR TOWNSHIP, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer" or the "Township", and the NEW JERSEY PATROLMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL 191, hereinafter referred to as the "Local".

WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed officers, patrolmen and patrolmen detectives, (hereinafter sometimes collectively referred to as "Employee" or "Employees") of the Police Department of East Windsor Township;

NOW, THEREFORE, WITNESS:

In consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the "Township", as hereinafter defined, recognized as being represented by the Association, as follows:

ARTICLE ONE

INTERPRETATION AND RECOGNITION

A. Interpretation

It is the intention of the parties that this Agreement be construed in harmony with the P.E.R.C. Act as amended, the Statutes of the State of New Jersey, the Ordinances of East Windsor Township and the Rules and Regulations of the Police Department.

B. Recognition of Bargaining Unit

1. The "Township" hereby recognizes the New Jersey Patrolmen's Benevolent Association, Inc., Local 191 as the sole and exclusive negotiating agent and representative of all the employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining, and on all terms and conditions of employment and grievances.

2. The bargaining unit, as discussed immediately above, shall consist of all uniformed patrolmen, detectives, Sergeants, Lieutenants, Captains now employed or hereafter employed, excluding the Chief of Police, school crossing guards, dispatchers, and all civilian members of the Department. Probationary employees shall be included for all benefits other than wages as set forth hereafter in this Agreement.

Jan. 1, 1975 - Dec. 31, 1976

Mercer County

C. Binding Agreement

This Agreement shall cover wages, hours of work, fringe benefits, working conditions, grievance procedures and all other related matters, conditions and considerations of employment hereinafter set forth and shall be binding upon the parties hereto, and their successors, as permitted by law.

ARTICLE TWO

DURATION OF AGREEMENT

A. Duration of Agreement

This Agreement shall be in full force and effect from January 1, 1975 until midnight December 31, 1976, except retroactivity will not apply to any increased health and insurance benefits.

B. Modification and Successor Agreements

The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms or provisions of this Agreement shall commence on September 16, 1976. In the event no successor agreement is completed, ratified and executed before December 31, 1975, the present Agreement will continue in force until said successor agreement has been ratified and executed.

ARTICLE THREE

MANAGEMENT RIGHTS

It is the right of the "Township", through and by the Chief of Police, to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the agency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to perform its obligation in emergencies; and exert complete control and discretion over its organization and technology of performing its work. The practical impact (defined herein as being as unduly burdensome condition) of the decisions on the above matters are subject to the grievance procedure as set forth in this Agreement. Nothing in this Article shall alter or relieve the "Township" of any of its obligations agreed to and undertaken by this Agreement.

ARTICLE FOUR

COLLECTIVE BARGAINING PROCEDURE

A. Recognition of Collective Bargaining and Designated Parties

Collective bargaining with respect to the rights and duties of the "Township" and employees, the resolution of legitimate grievances, rates of pay,

hours of work and other conditions and considerations of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of the P.E.R.C. Act, as amended. Unless otherwise designated, the Mayor of the "Township" or his designee or designees and the President of the "Local" or his designee or designees shall be the respective bargaining agents for the parties.

B. Scheduling of Collective Bargaining Meetings

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. Whenever members of the bargaining unit (whether agent or designee or designees) are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, such member, agent, designee or designees will suffer no loss in pay.

ARTICLE FIVE

NON DISCRIMINATION

The "Township" and the "Local" both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement or jobs or as a continuation of employment. The "Township" further agrees that it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the "Local" nor will the "Township" encourage membership in any other association or union or do anything to interfere with the exclusive representation of the "Local" in the appropriate bargaining unit.

ARTICLE SIX

STRIKES

The "Local" assures and pledges to the "Township" that its goals and purposes are such as to condone no strikes by police officers nor work stoppages, slowdowns or any other such method which would interfere with service to the public or violate the laws of the State of New Jersey; and furthermore, the "Local" will not initiate such activities nor advocate or encourage members of the unit to initiate same.

ARTICLE SEVEN

SICK LEAVE

A. Accumulative

As of January 1, 1975, all employees employed shall be entitled to fifteen (15) sick leave days each year. Unused sick leave days shall be accumulated from year to year: a maximum limit of 200 days for calendar year 1975 and that maximum limit being increased to 225 days for calendar year 1976.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days on or about February 1st of each year, or as soon thereafter as practicable.

ARTICLE EIGHT

SPECIAL LEAVES

A. Types of Leave

As of January 1, 1975, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

1. Death. Up to five (5) days at any one time in the event of death or serious illness of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, cousin and any other member of the immediate household. In the event of the death of a fellow employee (active or retired) of the East Windsor Township Police Department, the police chief shall grant to an appropriate number of employees sufficient time off to attend the funeral.

2. Good Cause. Other leaves of absence with pay or without pay may be granted by the "Township" for good reason and such leave of absence shall not be unreasonably or arbitrarily denied.

B. Leave from duty with full appropriate pay shall be granted the members of the Local Negotiation Committee who attend meetings between the "Township" and the "Local" for the purpose of negotiating the terms of the contract, provided said employee is scheduled to duty at the time simultaneous to attendance at any said meeting.

C. In Addition to Sick Leave

Leaves taken pursuant to Sections A and B above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE NINE

INSURANCE PROTECTION

A. Full Health-Care Coverage

As of the date of the execution of this Agreement by the parties hereto, the "Township" shall provide the health-care and life insurance protection designated below. The "Township" shall pay the full premium for each employee (active and retired) and in cases where appropriate, for family-plan insurance coverage.

1. Provisions of Coverage. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the "Township" and the "Local" and shall include:

- a. 365 Day Plan-Blue Cross of New Jersey.
- b. Usual, Customary or Reasonable Fee Plan (and Rider "J" coverage) - Blue Shield of New Jersey.
- c. Major medical coverage.

2. Carriers. The health-care insurance carriers shall be Blue Cross and Blue Shield for the basic hospitalization and medical-surgical coverage, and Blue Cross and Blue Shield for the major-medical coverage.

3. Life Insurance. The "Township" shall continue to pay the entire cost of a \$20,000 life insurance policy on each employee. Said policy will contain the same basic payment and indemnity provisions as have been provided in past policies for said employees.

## ARTICLE TEN

### EMPLOYEE FACILITIES AND EQUIPMENT

All employees, where applicable, shall be provided with the appropriate equipment necessary to do a high quality of work.

## ARTICLE ELEVEN

### GRIEVANCE PROCEDURES

#### A. Definition of Grievance

A grievance shall be defined to mean an alleged violation or a dispute by an employee group, employer, the union or by the "Township" concerning the application, meaning or interpretation of any provision of this Agreement.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, and as quickly as possible, an equitable solution to the problems which may arise from time to time which affect the employee so as to insure efficiency and promote employees' morale. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Limitation

No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

#### D. Period for Filing of Grievance.

All grievances shall be filed within fifteen (15) days when the employee or employer has knowledge of the occurrence or should have knowledge of the occurrence.

E. Procedure

Level 1: "Local" Grievance Committee.

All grievances shall be in writing as shall responses to them by the "Township". The "Local" grievance committee shall receive, screen and process all grievances within five (5) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the "Local".

Level 2: Chief of Police.

The "Local" grievance committee shall, within five (5) days after screening of any grievance, submit such grievance to the Chief of the Police Department for resolution.

Level 3: Township Manager.

In the event the parties are unable to resolve the grievance as to Level 2, either party may, within five (5) days after hearing by the Chief of the Police Department at Level 2, refer the grievance to the Township Manager for resolution.

Level 4: Arbitration.

In the event the grievance is not resolved at Level 3, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Township Manager, either party, within five (5) working days after a decision by the Township Manager or fifteen (15) working days after the grievance was delivered to the Township Manager, whichever is sooner, request in writing that said grievance shall be referred for impartial binding arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission or the American Arbitration Association that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the "Township" and the employee cannot mutually arrive at a satisfactory arbitrator within twenty (20) working days after receipt of the list from the Public Employment Relations Commission or the American Arbitration Association, the Commission or the American Arbitration Association shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the "Township" and the "Local". Any steward or officer of the Local required in any of the above grievance procedures to settle disputes on any arbitration, shall be released from work without loss of pay for such purpose and any witness reasonably required, shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications.

Time extensions may be mutually agreed to by the "Township" and the employee.

### Meetings and Hearings.

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and designated or selected representatives heretofore referred to in this Article.

## ARTICLE TWELVE

### HOLIDAYS

The employees covered by this Agreement shall receive eleven (11) holidays for the calendar year 1975 and twelve (12) holidays for the calendar year 1976.

The holiday pay shall be computed at the straight hourly rate of pay based upon an eight (8) hour day for each respective employee. Employees may alternatively take compensatory time off for such holidays.

Employees shall submit their declaration of holidays for each year to the Chief of Police by June 1 of that calendar year. Said declaration shall set forth the number of holidays, if any, that said employee wishes to work and thus receive the aforesaid holiday pay for those days, and the number of holidays, if any, that said employee shall utilize for his own enjoyment.

Employees who shall elect to receive the aforesaid holiday pay for the particular calendar year shall receive said pay from the "Township" with the first payment of wages to be made in the month of July in said calendar year.

If an employee is required to return to duty on a day which he has declared as a holiday, said employee shall be compensated by the "Township" for that duty at twice the employee's straight hourly rate of pay as set forth above and for a minimum of four hours regardless of whether said duty should require that period of time.

## ARTICLE THIRTEEN

### VACATIONS AND VACATION PAY

#### A. Qualification for and Extent of Vacation

1. All employees shall be entitled to the following days of paid vacation for the calendar year 1975:

a. All employees shall be entitled to twelve (12) days;

b. Employees employed by the "Township" for five years or more shall be entitled to an additional six (6) days of paid vacation for the 1975 year, thus totalling eighteen (18) days of paid vacation per year for such employees.

c. If an employee should complete the requisite years of service as set forth in subparagraph (b) above, during the calendar year 1975, and thus be eligible for the benefits in said subparagraph, that employee shall receive a proportional amount of the additional vacation benefits as determined by the following schedule:

Anniversary Date as to accrual  
of benefits falls in: \_\_\_\_\_

Additional Vacation Days as per  
Subparagraph (b): \_\_\_\_\_

January	6
February	6
March	5
April	5
May	4
June	4
July	3
August	3
September	2
October	2
November	1
December	1

2. All employees shall be entitled to the following days of paid vacation for the calendar year 1976:

a. All employees shall be entitled to two (2) weeks, the number of days in said weeks to be based upon the work week schedule in effect on January 1, 1976.

b. Employees employed by the "Township" for five (5) years or more but less than ten (10) years shall be entitled to an additional week of paid vacation for the 1976 year, thus totalling three (3) weeks of paid vacation per year for such employees.

c. Employees employed by the "Township" for ten (10) years or more shall be entitled to an additional week of paid vacation (additional to the amount as set forth in subparagraph (b) above) resulting in a total of four (4) weeks of paid vacation per year for such employees.

d. If an employee should complete the requisite years of service, as set forth in subparagraphs (b) and (c) above, during the calendar year 1976, and thus be eligible for the benefits in said subparagraphs, and should the determinative work week schedule consist of five (5) days, that employee shall receive a proportion amount of the additional vacation benefits as determined by the following schedule:

Anniversay Date as to accrual of benefits falls in: _____	Additional Vacation Days as per Subparagraph (b) _____	Additional Vacation Day as per Subpara- graph (c) _____
January	5	5
February	5	5
March	5	5
April	4	4
May	4	4
June	3	3
July	3	3
August	2	2
September	2	2
October	1	1
November	1	1
December	1	1



3. Employees who terminate service will be paid accumulated vacation benefits on the last day of employment prorated to date of termination.

4. The above-listed vacation periods and benefits are determined and calculated in recognition of the regular work week established pursuant to the terms herein before set forth in this Agreement.

#### B. Vacation Period

It is hereby recognized that the scheduling of vacation periods is management prerogative. In accordance with such recognition, vacation periods shall be taken in work-week blocks (as much as that is possible) and approved by the Police Chief in accordance with his decision to maintain efficiency and smooth the operation of the department. Nevertheless, individual exceptions may be made to such "block" vacation periods upon the application to and approval by the Police Chief.

If a conflict should arise with respect to the scheduling of vacation periods among the various employees, such matters shall be resolved on the basis of seniority with the consent of the Police Chief.

#### C. Payment of Vacation Pay

1. The amount of vacation pay to be received by an employee in accordance with the benefits noted herein, shall be determined by the per diem salary of the employee at the time the vacation benefits are utilized. (Such per diem salary shall not include any overtime pay or other monetary benefits but shall be calculated on the salary schedule of such employee at that time).

2. Vacation pay shall be paid to the employee (in addition to his regular earnings) during the week prior to the beginning of his declared vacation period.

3. If an employee should die without utilizing the vacation benefits to which he would have been fully entitled, his estate shall receive the vacation pay amounts representing such unused benefits.

### ARTICLE FOURTEEN

#### SALARIES

##### A. Salary Schedule For 1975

As of January 1, 1975, the employees covered by the Agreement shall receive base salaries per annum according to the following schedule:

<u>Rank</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
3P-Patrolman	\$12,147	\$12,988	\$13,827	\$14,667
4P-Sergeant	\$15,862			
5P-Lieutenant	\$17,182			
6P-Captain	\$18,502			

B. Salary Schedule For 1976

As of January 1, 1976, the employees covered by the Agreement shall receive base salaries per annum according to the following schedule:

<u>Rank</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
3P-Patrolman	\$13,362	\$14,287	\$15,210	\$16,134
4P-Sergeant	\$17,448			
5P-Lieutenant	\$18,900			
6P-Captain	\$20,352			

ARTICLE FIFTEEN

LONGEVITY

A. Longevity Schedule

The parties hereto recognize the policy of duly compensating those employees who have served the "Township" over a lengthy period of years. Such policy recognizing such longevity shall continue in accordance with the following schedule for the period from January 1, 1975 through December 31, 1976:

<u>Years of Service Completed</u>	<u>Longevity Compensation Per Annum In Addition to Fixed Salary</u>	
	<u>Year 1975</u>	<u>Year 1976</u>
5 years to but not including 10 years	\$325	\$350
10 years to but not including 15 years	\$500	\$525
15 years to but not including 20 years	\$675	\$700
20 years and over	\$850	\$875

B. Qualification for Longevity and Payment of Same.

1. All employees shall be entitled to longevity compensation on the basis of length of service to the "Township".

2. Longevity compensation shall accrue immediately upon the attainment of the requisite period of service by the employee and shall be paid in full to said employee at the first pay date after the attainment of the required service period.

For example, if an employee with the rank of Sergeant should complete five (5) years of service on July 15, 1975, he would immediately be entitled to longevity compensation of \$325 which amount would be paid to him with the next regular payment of wages to him by the "Township".

## ARTICLE SIXTEEN

### OVERTIME

#### A. Definition of Overtime

Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours; or any day scheduled as a non-working day according to the work schedule of the employee.

#### B. Qualification for Overtime and Rate of Compensation

1. All employees covered by this Agreement shall be paid one and one-half times their respective straight time hourly rate (at whatever said straight time hourly rate would be for the work week during which such overtime work is performed) for any and all overtime work as defined immediately above in paragraph A.

2. Overtime shall be calculated as beginning thirty (30) minutes after the completion of a normal working shift in the event that the employee should be required to remain at his duties beyond the completion of said shift. If said employee is required to remain beyond the thirty minute period noted above, he shall receive compensation at an overtime rate from the time of completion of said shift (i.e. for said thirty minute period) until the completion of the aforesaid duties.

3. In the event that there is a call-back to duty during a period when the employee is not scheduled to work, said employee shall receive a minimum of four (4) hours compensation at an overtime rate regardless of whether or not said employee shall work such entire four hour period.

4. In further accordance with the definitional section above, if an employee should be required to appear before any Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court, Federal Court or in any matter other than a civil action, such time during which he is so engaged shall be considered a time of assignment to, and performance of, his regular duty and when any such appearance occurs outside his normal working shift, said employee shall receive a minimum of four (4) hours compensation at an overtime rate regardless of whether or not said employee shall work such entire four-hour period.

#### C. Payment of Overtime/ Status of Compensatory Time

1. Overtime wages shall be paid at the pay date which shall fall immediately after the completion of the overtime period.

2. It is to be noted that any compensatory time which is due to or which has been accumulated by any employee on the date of the execution of this Agreement by the parties hereto will be honored by the "Township" and may be utilized in periods of more than one day by said employee upon the review and approval of the Chief of Police, and such approval shall not be unreasonably withheld in any instance.

D. Prohibition of Change of Schedule

There shall be no change of schedule of an employee's regular work shift for the purpose of the prevention, loss or circumvention of overtime compensation to that employee. All changes in schedule shall be made in accordance with the provisions of Article Twenty.

ARTICLE SEVENTEEN

EXTRA DUTY

A. Definition of Extra Duty

"Extra Duty" shall be defined as the performance of services of a nature not normally provided by the "Township" or services in the nature of special or private police duty by the employees during their off-duty hours at the direction and under the supervision of the Police Chief. It is understood that any periods of time which shall be worked in connection with an "Extra Duty" assignment as defined by this Article shall not be considered or calculated in connection with any of the provisions of the Federal Wage and Hour Law.

B. Assignment of Extra Duty

Extra duty assignments to employees shall be made by the Chief of Police on the basis of scheduling and with reasonable notice of such assignment to said employee. An employee shall have the right to decline to work such extra duty assignment.

C. Payment of Extra Wages

1. All employees covered by this Agreement and who shall perform an extra duty assignment shall be paid at the hourly rate of \$7.50 per hour with a minimum of two hours compensation per each extra duty assignment regardless of whether or not said employee shall work such entire two-hour period.

2. It is recognized that the "Township" may bill the recipient of such services for an amount in addition to the hourly rate set forth immediately above for administrative costs, overhead and out-of-pocket expenses in providing such services.

3. Such additional monies shall be paid to the employee at the pay date which shall fall immediately after the completion of the extra duty assignment.

ARTICLE EIGHTEEN

CLOTHING AND SHOE MAINTENANCE ALLOWANCE

A. Qualification for Allowance and Amount of Allowance

Each employee shall receive a clothing and shoe maintenance allowance of \$250.00 per annum (i.e. \$250.00 for 1975 and \$250.00 for 1976).

B. Payment of Allowance

The stipend allocated for clothing and shoe maintenance shall be distributed to each employee on the first pay date that shall fall in the month of January.

C. Miscellaneous

1. Uniforms that are damaged in the line of duty and which shall require immediate replacement shall be replaced after inspection by a superior officer. The replacement of such damaged uniform shall be made by such employee and he shall be reimbursed by the "Township" within thirty (30) days from the day he submits the paid receipt to his superior officer.

2. The "Township" shall consult with the President of the "Local" or with his designated representatives concerning standards of quality, color and other like factors with respect to uniforms for the employees before bids for such items are advertised. The "Township" shall use its best efforts to provide a durable quality uniform in accordance with the suggestions of the above-noted employee representatives.

ARTICLE NINETEEN

DETECTIVES

A. Compensation of Employees Designated as Detectives

1. Any employee (including Sergeants) assigned as a detective shall receive an amount of \$500.00 per annum (i.e. \$500.00 for 1975 and \$500.00 for 1976) which shall be in addition to his regular individual salary to which he would be entitled as set forth in this Agreement.

2. Said additional compensation noted above in subparagraph (1) shall be paid to said employees in the following amounts on the following dates:

January 1, 1975 - \$250.00  
July 1, 1975 - \$250.00  
January 1, 1976 - \$250.00  
July 1, 1976 - - \$250.00

3. Said employee (as described in subparagraph (1) above) shall immediately be entitled to the amount of additional compensation reflecting a pro-rata share of the compensation for the period of the above-noted six-months which the employee would work. Thus, an employee assigned as a detective in April 1, 1975 would receive \$125.00 for the period remaining in the first half of 1975. If said detective were

to continue with his assignment into the second half of 1975, he would receive the amount of \$250.00 on July 1, 1975.

4. If for any reason other than dereliction of duty or improper behavior, said employee is removed from detective duty and returned to other departmental duties, said employee shall be entitled to retain any amounts which have been paid to him in connection with the above-noted additional compensation for that particular six-month period.

B. Overtime Compensation of Detective

The provisions concerning overtime as set forth in Article Sixteen shall be applicable to any overtime work performed by employees assigned as detectives.

C. Clothing and Shoe Maintenance Allowance

1. Each employee (including Sergeants) assigned as a detective, including the immediate supervisor of the detective division, shall receive a purchasing allowance of \$120.00 per year which shall be in addition to the regular clothing and shoe maintenance allowance as set forth in Article Eighteen of this Agreement. An employee who has not performed detective duties for the active calendar year but for only a portion of same shall receive a proportional amount of said allowance reflecting the period that those duties were performed.

2. The purchasing allowance as set forth in subparagraph (1) immediately above shall be received by said employees with the first payment of wages in the month of December in each calendar year.

ARTICLE TWENTY

WORK WEEK AND PROCEDURES

A. Regular Work Week

It is understood and agreed by the parties hereto that the present "42 hour schedule" work week utilized by the "Township" will remain in effect until July 2, 1975. All employees have been paid the sum of \$200.00 by the "Township" in compensation for extra hours worked by reason of such schedule. The employees hereby agree that they will work such schedule until the aforesaid July date and furthermore, agree to be compensated for overtime work at a straight time hourly rate until July 2, 1975, in consideration of the receipt of the \$200.00 payment noted above.

On July 2, 1975 and continuing for the duration of this Agreement, the work week for all employees covered by this Agreement shall consist of not more than forty hours as per a forty hour working schedule or on an annualized basis. Any additional hours will be considered overtime and compensation for those hours will be in accordance with the provisions of Article Sixteen set forth above.

B. Change in Work Schedule

The preparation of the work schedule and the assignment of employees to such schedules is recognized as the prerogative of the "Township". Nevertheless, it is agreed that the following will be recognized and allowance made for same by that party:

An employee shall receive five (5) days notice of any change in his regular work shift with reasons given for such change to the employee.

#### ARTICLE TWENTY-ONE

##### FALSE ARREST INSURANCE

Effective as of the date of the execution of this Agreement, the "Township" shall purchase and maintain insurance coverage on behalf of each employee against any expenses incurred in any proceeding and any liabilities asserted against said employee in his capacity as a member of the Police Department of East Windsor. Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of "false arrest" or "malfeasance" against said employee. Additionally, such insurance coverage shall include protection from and indemnification of any damages of a punitive nature sought and/or awarded against said employee and the "Township" shall indemnify said employee for all costs and awards beyond the coverage limitations of said insurance.

#### ARTICLE TWENTY-TWO

##### CHECK-OFF

The "Township" shall deduct dues and initiation fees from the wages of all employees covered by this Agreement who have filed with the "Township" a proper dues deduction authorization clause as required by the laws of the State of New Jersey. The "Local" shall advise the "Township" of the fixed and standard dues and initiation fees of those members and payments made to the "Local" on or before the first pay date of each month.

#### ARTICLE TWENTY-THREE

##### BULLETIN BOARDS

The "Township" shall permit the "Local" to have its own bulletin board located in the police headquarters for the posting of notices concerning PBA Local #191 business and activities. All such notices which shall be placed on said bulletin board shall be signed by the President or other authorized officer of the "Local".

#### ARTICLE TWENTY-FOUR

##### PATROLMEN'S BENEVOLENT ASSOCIATION STATE MEETINGS

The Executive Delegate and the President of the "Local" or their designee shall be granted leave from duty with full pay for all meetings of the PBA State Association when such meetings take place at a time when such employees are scheduled to be on duty, providing the said employee gives reasonable notice to his superior officer to secure another employee to work in his place.

ARTICLE TWENTY-FIVE

MUTUAL RECOGNITION OF EXISTING OBLIGATIONS AND CONDITIONS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the Township's Charter, Ordinances and Rules and Regulations of the Police Department of the Township enforced on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date and accordingly, such employee's benefits shall be continued, except for the payment of the "42 hour" stipend which shall be continued until July 2, 1975.

ARTICLE TWENTY-SIX

SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable or civil service law or regulation, such determinations shall not impair the validity or enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the "Township" and the "Association" on the \_\_\_\_\_ day of \_\_\_\_\_, 1975.

ATTEST:

EAST WINDSOR TOWNSHIP

Elizabeth J. Nolan  
Township Clerk

By W. Jay Johnson

Signed, Sealed & Delivered  
in the presence of:

NEW JERSEY PATROLMEN'S BENEVOLENT  
ASSOCIATION, INC., LOCAL 191

James H. Hittinger

By Pete J. Rossi



RESOLUTION R75-37  
EAST WINDSOR TOWNSHIP  
MERCER COUNTY

WHEREAS, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et. seq.) as amended requires public employers to negotiate on terms and conditions of employment with representatives of duly recognized employees' organizations; and

WHEREAS, pursuant to said act, the Township has negotiated with representatives of East Windsor PBA Local 191 concerning terms and conditions of employment; and

WHEREAS, as a result of said negotiations, the parties have reached agreement on terms and conditions of employment; and

WHEREAS, said act further requires that said agreement be reduced to writing and that a copy thereof be filed with the New Jersey Public Employment Relations Commission; and

WHEREAS, there has been presented to the Council a proposed labor agreement between the Township of East Windsor and East Windsor PBA Local 191, a copy of which is attached to the resolution; and

WHEREAS, the said agreement has been examined by the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of East Windsor in the County of Mercer:

1. That said agreement be and the same is hereby approved, and the Mayor and Township Clerk be and they are hereby authorized to execute and deliver the same on behalf of the Township and to affix the seal of the Township thereto.