

Contract no. 1571

T

A G R E E M E N T

Between

LIBRARY
INSTITUTE OF MANAGEMENT
RUTGERS UNIVERSITY

TOWNSHIP OF EWING

and

EWING TOWNSHIP POLICE SUPERIOR OFFICERS ASSOCIATION

EFFECTIVE JANUARY 1, 1991 THROUGH JUNE 30, 1993

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT, made this 8th day of May, 1992, by and between: TOWNSHIP OF EWING, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Employer", and EWING POLICE SUPERIOR OFFICERS ASSOCIATION, of Ewing Township, New Jersey, hereinafter referred to as the "Association".

WHEREAS, the parties hereto 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 the Superior Officers, who are members of the Police Department of the Township of Ewing.

NOW, THEREFORE, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the Employer, as hereinafter defined, recognized as being represented by the Association, as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer recognizes the Association as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its members.

Section 1.02

The bargaining unit shall consist of all Sergeants, Lieutenants, and Captains, who are members of the Police Department of the Township of Ewing, County of Mercer and State of New Jersey.

Section 1.03

This Agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth except that it is recognized that the management of the Township, the control of its properties and maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, selecting and directing the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer within the Department, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, consistent with N.J.S.A. 40A:14-19, et seq., transfer, and decide the number

and locations of its facilities, stations, etc., to determine the work to be performed within the unit, maintenance and repair of equipment, amount of supervision necessary, machinery, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials, purchase services of others, contract or otherwise except as may be otherwise specifically limited by this Agreement.

Section 1.04

It is agreed that during the term of this Agreement, neither the Association, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow down, stoppage of work, boycott, illegal or unlawful picketing, or wilfull interference with the established procedures and policies, against or within the Township of Ewing and there shall be no lock out of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Association shall take the necessary steps to have the employees who participated in such action back to their jobs, forward copy of such order to the employer and use every means at its disposal to influence the employees to return to work.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties.

Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

The President of the Association or his designee shall participate in collective bargaining meetings called for the purpose of negotiation of the collective bargaining agreement and will be excused from his work assignment, without loss of pay, for said collective bargaining meetings.

The Association may have an additional member participate in collective bargaining meetings called for the purpose of negotiation of the collective bargaining agreement, but he will not be excused from his work assignment nor will he be paid for the loss of pay for said collective bargaining meetings. Said additional Association member may attend the aforementioned collective bargaining meetings provided that he shall not be on duty during the course of such negotiations.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

Section 3.01

The Association President, or his designee, should be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. He shall not leave his work without first obtaining permission of his immediate supervisor, which permission shall not be unreasonably withheld.

Section 3.02

The President of the Association, the Vice President or their designees shall be permitted, without loss of pay, to attend the annual PBA State and National Convention.

Section 3.03

Whenever a Police Officer of an organized Police Department in the State of New Jersey is killed in the line of duty, one (1) member of Superior Officer's Association, as designated by the SOA President, shall be given one (1) day off with pay to attend the funeral, and the Township of Ewing will provide a Ewing Township Police car for the member with the approval of the Chief of Police or his designee. Said approval shall not be unreasonably withheld.

Section 3.04

The Superior Officer's Association shall receive ten (10) 'SOA Business Days' per calendar year. These days may be taken by the President, his designee, or both, and that said approval shall not be unreasonably withheld. These days shall be used for SOA business within the discretion of the president subject to prior departmental notification. This proposal specifically excludes current benefits such as conventions.

ARTICLE IV

EQUAL TREATMENT

Section 4.01

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Association membership or Association activities.

The Township and the Association agree not to interfere with the right of employees to become or not to become members of the Association and further that there shall be no discrimination or coercion against any employee because of Association membership or non-membership.

ARTICLE V

PAY TREATMENT FOR EXTENDED ILLNESS

Section 5.01 -- SICK LEAVE

1. Members of the Association shall be entitled to receive full pay for a period of two hundred and fifty-one (251) working days for absence from work due to sickness as hereinafter defined. Sick leave is defined to mean absence from duty of a member because of personal illness, accident or disability not service connected, by reason of which such member is unable to perform the usual duties of his position, provided that such sickness or disability was not the result of gross neglect or misconduct on the part of such member and further provided that the Police Surgeon or Township Physician certified that said sickness, accident or disability prevents the member from carrying on the normal duties of a Superior Officer.

2. In addition to the sick leave set forth above, each member of the Association shall be entitled to twelve (12) sick days per calendar year, which sick days may be accumulated. In the event that any member of the Association is absent for more than the aforementioned accumulated sick days, each day in excess of the aforementioned accumulated sick days shall be deducted from the two hundred and fifty-one (251) day period. At any time that a member of the Association has less than two hundred and fifty-one (251) days, he may accumulate sick leave up to the two hundred and fifty-one (251) day period by adding the days less than twelve (12) not used in any one year to his accumulated total days, not to

exceed two hundred and fifty-one (251) days.

3. Each member of the Association shall be permitted to use up to a total of four (4)^{7 1/2} of the twelve (12) sick days per calendar year for sick leave emergencies in the immediate family; in the case of wife, son, daughter, mother and father.

The emergency sick leave as stated above will be provided to each Association member at the discretion of the Chief of Police or his designee. The interpretation of emergency will be determined by the Chief of Police or his designee.

Section 5.02 -- DISABILITY LEAVE

Any member of the Association who is disabled by any injury incurred in the performance of his police duties or by illness as a direct result of or arising out of and in the course of his employment shall be granted a leave of absence with full pay for a period not to exceed one year. Any such work connected injury or illness convalescence time during the course of the one year shall not be charged against his sick leave allowance or holiday allowance. After the said one year, the employee shall have to use his vacation or sick leave time for the additional time he is out.

In the event an injured employee receives temporary disability under Worker's Compensation during the course of the aforementioned one year, he is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Clerk of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment of the injured employee's full salary during the

course of the one year, and in the event that the injured employee does not endorse and turn over the aforementioned draft to the Township Clerk, he shall not then receive his full pay but only the difference between the compensation pay and his full pay during the one year period of time.

Disability leave is defined to mean absence from duty of a member because of injury incurred in the performance of his duty or by illness as a direct result of or arising out of his employment by reason of which such member of the Association is unable to perform the usual duties of his position, provided that such disability was not the result of gross neglect or misconduct on the part of such member of the Association, and further provided that the Township Physician certified that said disability prevents the member of the Association from carrying on the normal duties of a Superior Office.

Section 5.03

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~~In the event any Employee is required to enter an area, home, or any location in which a contagious or communicable disease is reported and is certified to be such by the Township physician; the Township shall provide for any and all medical attention and treatment, as is deemed necessary by the Township physician, including but not limited to vaccination or inoculation for said member and his family.~~

~~In the event such disease is determined to have existed without advance knowledge, then the Officer involved and his family and all other Officers and their families who have been in contact~~

FW OR

~~with the initial officer, shall receive such medical attention or treatment as is deemed necessary by the Township physician. In the event of a dispute or disagreement which may arise under this section, the Township physician may refer an officer to an appropriate medical specialist.~~

ARTICLE VI
HOURS OF EMPLOYMENT

Section 6.01

The normal hours of employment shall not exceed eight (8) consecutive hours in any one day period.

Section 6.02 -- EMERGENCY

In any emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as a special need as opposed to that referred to in 3.16 of the Revised Ordinances of the Township of Ewing. The determination as to what conditions constitute an emergency will be at the discretion of the Mayor, the Police Chief, or their designated representatives and will not be subject to the grievance procedure.

Section 6.03 -- OVERTIME

Overtime shall be paid as follows:

1. Overtime for emergency call back duty should be paid on a time and one-half basis with a two hour minimum. Said overtime shall be calculated at the hourly rate equal to one and one-half times the employee's regular hourly rate. In the event that any of the aforementioned two hour minimum overlaps with the regular shift, at the moment the overlapping commences with the

regular shift, the employee is then to receive only his regular shift pay and not the overtime pay as aforementioned.

2. All overtime shall be paid at the rate of time and one-half except overtime referred to in paragraph 5 hereof with respect to standby alert and consistent with other provisions of this section.

3. All overtime must be approved by the Chief of Police or his designated representative.

4. The first twenty (20) minutes of overtime during any regularly scheduled shift shall be non-payable. The time for all overtime, however, in excess of twenty (20) minutes shall revert to the beginning time of the original overtime.

5. Straight time, as opposed to overtime, shall be paid for all standby alerts from the time a member of the Association is personally contacted until he is relieved from duty. Standby alert shall be self-cancelling if the member of the Association is not contacted and advised of the continuance of the standby alert at the expiration of four (4) hours from the time when the member of the Association is contacted, and said member of the Association so placed on standby alert shall be compensated four (4) hours.

6. Overtime for Municipal Court appearances shall be paid to members commencing at the time the individual is required to be in Court and extending to the end of each member's court case as verified by the Court Clerk. Said overtime shall be paid only to those members who are required by the Court to appear on their off-duty time. Members who schedule court on their off-duty time

will not be compensated. Additionally, reasonable travel time from the Ewing Township Police Headquarters shall be considered as overtime.

7. Overtime for Grand Jury appearances and criminal court appearances shall be paid to off-duty members of the Association beginning thirty (30) minutes before the subpoena scheduled time and extending thirty (30) minutes after the certified dismissal time as verified by the Prosecutor in charge of the Grand Jury or in charge of the particular case that day. Reasonable travel time to and from the Grand Jury and criminal court from the Ewing Township Police Headquarters shall be considered as overtime.

~~8. Overtime for ^{FW DK} job related civil court appearances and subpoenas shall be paid to off-duty members beginning thirty (30) minutes before the subpoena scheduled time and extending thirty (30) minutes after the certified dismissal time as verified by the court. Reasonable travel time to and from the aforementioned civil court shall be compensated as overtime.~~

9. Overtime records shall be maintained by the Employer. Each member of the Association may examine his own records which will be made available to him at reasonable times.

10. When a member of the Association is assigned by the Chief of Police or his designee in an acting capacity to perform work of a higher rank, the employee so assigned in an acting capacity shall be paid at the higher rate of pay from the time he is so assigned in an acting capacity having worked at least (20) minutes in the acting capacity until the completion of his ^{FW DK}

tour of duty in that higher rank.

11. Whenever a year occurs with a 29th day in February then all employees covered by this Agreement shall receive an extra day's compensation at the time and one-half rate. Said payment shall be paid the last pay period of the year.

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Section 6.04 -- TOURS OF DUTY

The tours of duty shall continue as they are currently in force, except as the Township may from time to time, reasonably alter and change same, provided however, reasonable notice be given to the members affected, except in case of an emergency.

ARTICLE VII

RULES AND REGULATIONS

Section 7.01

All regulations and rules now in effect shall remain and the employer shall adopt reasonable and necessary rules and regulations of work and conduct for employees. Such rules shall be equitably applied and enforced. Said rules and regulations are to be legally and properly adopted and this section does not waive any rights that the members may have to challenge the legality, reasonableness, constitutionality, or propriety of any of the rules or regulations.

ARTICLE VIII

WAGES

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Section 8.01

Each employee covered by this agreement for the period of January 1, 1991 to June, 30, 1993, shall receive a wage increase as set forth in Appendix A annexed hereto.

The wages set forth in Appendix A for the year 1991 will be retroactive to January 1, 1991.

Each employee covered by this agreement who has been employed by the Township of Ewing and worked for the Township of Ewing during the year 1991, but who has retired prior to the execution of the instant contract, shall receive the above noted wage increase from January 1, 1991, to the date of his/her retirement. This provision pertains solely to the employee who retires either under disability retirement or regular retirement.

ARTICLE IX

HOLIDAYS

Section 9.01

It is recognized by both parties that employees of the Police Department may not by reasons of Departmental business enjoy paid holidays by not working on those dates. Therefore, in lieu of the holiday itself, each employee of the Police Department will receive a full day's pay in addition to his regular salary for fourteen (14) holidays.

Section 9.02

Holiday pay aforementioned is to become part of the employee's base pay for pension purposes and said holiday pay will be paid pro-rata in the bi-weekly pay of the aforementioned employee.

Section 9.03

In the event that a disaster or emergency is declared by the Mayor of Ewing Township and certain Township employees worked that day and were not released prior to the eight (8) hours of the regular day shift and all other employees of the Township did not work that day because of a declared disaster or emergency, in that event, those employees that worked will be given a compensatory day. That day is to be taken at the discretion of the Department Head.

It should also be clearly understood, those employees who were off on sick leave, vacation, personal time or a regular day off, etc. shall not receive a compensatory day.

The above determination will only affect those employees who worked their regular shift during the hours the Municipal Building was closed.

ARTICLE X

FUNERAL LEAVE

Section 10.1

All members of the association shall be allowed the following time off:

(1) In the cases of death of Father, Mother, Grandfather, Grandmother, Grandchild, Wife, Son, Daughter, Brother, Sister, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, from the day of death until the day of burial inclusive. In the event of an immediate burial the member shall be allowed ^{up to *FWOR*} four (4) days off as a bereavement period.

(2) In the case of death of an Uncle, Aunt, Nephew, Niece, Brother-in-Law, Sister-in-Law and Aunt and Uncle of an Officer's Wife, the day of burial only.

Section 10.2

Exceptions to this rule may be made when the deceased is to be buried in another City and the member of the Association would not be able to return in time for duty with a leave granted.

Section 10.3 *FWOR*

It is to be fully understood, however, that before absenting themselves, they shall advise their superior officer of the dates which they will be absent as a result of the death and prior to receiving pay for the period of their absence, shall verify in writing the relationship between the deceased and themselves and the days on which they were absent to the Chief of Police.

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ARTICLE XI

VACATIONS

Section 11.01

All members of the Association are entitled to leave of absence (annual vacation) each year with pay as follows:

Sergeant:	22 working days
Lieutenant:	23 working days
Captain:	24 working days

Vacations may be taken in accordance with administrative *frw*
practices of the Department. *dx*

ARTICLE XII

LONGEVITY PAY - UNIFORM ALLOWANCE

Section 12.01

Each employee covered by this Agreement shall, in addition to his regular wages and benefits, be paid a longevity increment based upon years of service with the Township of Ewing, in accordance with the following schedule:

Years of Service	Effective 1/1/91	Effective 7/1/92 <i>fw</i> <i>da</i>
Five	540.00	640.00
Ten	740.00	840.00
Fifteen	940.00	1040.00
Twenty	1,140.00	1,240.00
Twenty-Four	1,540.00 <i>fw</i> <i>da</i>	1,640.00
Thirty	1,940.00	2,040.00
Thirty-Five	2,340.00	2,440.00

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid the beginning of the next quarter of the prorated sum of longevity as set forth in the schedule hereinabove.

Longevity shall be paid to full time permanent employees only and the amount to be paid shall be based upon the years of continuous service with the Township.

The parties hereto agree that longevity pay be included with the base salary for pension purposes solely.

Section 12.02

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The Township agrees to provide each employee covered by this Agreement uniform clothing and related items of a value not to exceed Six Hundred Twenty-Five Dollars (\$625.00) per annum. It is further understood that the Chief of Police has the right to pay the aforementioned Six Hundred Twenty-Five Dollars (\$625.00) in cash to the employees of the bargaining unit if he feels the same is operationally advisable and in the best interest of all parties. The Chief's decision in this matter will not be unreasonably withheld.

ARTICLE XIII

HOSPITAL AND MEDICAL INSURANCE

Section 13.01

The Township will provide at Township's expense hospitalization and medical insurance through the New Jersey State Plan or through any plan which is substantially equivalent to said plan to each employee of the bargaining unit and his dependents covered by this Agreement. Said Plan shall include the following coverage:

1. New Jersey Blue Cross and Blue Shield under the 14/20 Health Plan.

2. Group Major Medical Insurance with at least a \$25,000.00 limit.

3. The Township of Ewing shall continue a prescription drug provision program with hospital service plan of New Jersey. The premium for said program shall be paid for by the Township of Ewing and administered by same. The drug prescription program shall provide benefits to all eligible unit employees and their eligible dependents. Through the hospital service plan of New Jersey prescription program, each prescription required by a competent medical authority for a federal legend drug shall be paid for by the carrier, subject to deductible provisions which shall not exceed \$3.00 per prescription for the duration of this Agreement, and further subject to specified procedures and administrative rules and regulations which are part of the program.

fw
DL

Effective January 1, 1990, the public employer shall provide a program of prescription coverage for retirees and their families. Retirees prescription coverage shall be defined as that same level of coverage that was provided to the retirees at the time of his/her retirement from this employer. The employer shall pay one-half of the cost of the retirees prescription premium.

4. Permanent employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills:

Full time employees and eligible dependents as defined shall be eligible for a maximum payment of \$35.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or Optometrist, with not more than one (1) payment per individual every two (2) years.

Full time employees and eligible dependents as defined shall be eligible for a maximum of \$30.00 towards the cost of prescription optical lenses, with not more than one (1) payment per individual every two (2) years.

The employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for the benefit after the permanent employee has been continuously employed for a minimum of ninety (90) days.

5. The Township of Ewing will provide certain dental benefits to all eligible unit employees and their eligible dependents.

There shall be a total of \$50.00 dental deductible per year for the eligible employee and his eligible dependents. The Township will pay a total maximum for dental services for the eligible employee and his eligible dependents in the sum of \$450.00 per year above the \$50.00 deductible per year for dental services.

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The employee must submit paid receipts for all dental services incurred and must complete and sign vouchers for dental services to qualify for payment by the Township of Ewing.

The employee and his dependents (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for this benefit after the permanent employee has been continuously employed for a minimum of ninety (90) days.

Examples: (1) The eligible employee and his eligible dependents incurred and expended a total sum of \$150.00 towards dental services; the employee would receive \$100.00 from the Township of Ewing. (2) The eligible employee and his eligible dependents incurred and expended a total sum of \$600.00 for dental services; the employee would receive a total sum of \$450.00 from the Township of Ewing.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.01 -- PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township.

Section 14.02 -- DEFINITION

The term grievance shall mean an allegation that there has been:

1. A breach, misinterpretation, or improper application of the terms of this Agreement; or

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or order applicable to the Agency or department which employs the grievant which shall be limited to those matters affecting the terms and conditions of employment.

Section 14.03 -- STEPS OF THE GRIEVANCE PROCEDURE

The following constitute the sole and exclusive method for solving grievances covered by this Agreement:

STEP 1. (a) The aggrieved shall institute action under the provisions hereof, in writing, signed and delivered to his or her supervisor within five (5) working days after the occurrence complained of or within five (5) working days after he or she would reasonably be expected to know of its occurrence.

Failure to act within the said five (5) working days shall be deemed to constitute an abandonment of said grievance.

(b) The supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

(c) In the event that the grievance pertains to the immediate supervisor, this step may be omitted at the discretion of the grievant and his or her immediate supervisor. The aggrieved will forward a copy of the grievance to his immediate supervisor in all situations.

STEP 2. In the event said settlement has not been reached, the aggrieved shall in writing and signed, file his complaint with the Chief of Police within three (3) working days following the determination of STEP 1. The Chief of Police or his designees shall meet with the aggrieved and render his decision in writing within two (2) working days after the aforementioned meeting.

Failure to act within the said three days will be deemed to constitute abandonment of said grievance.

STEP 3. Should the aggrieved disagree with the decision of the Chief, the aggrieved may present the grievance in writing within five (5) working days from the date of the decision to the

Township Committee. The Township Committee will meet with the aggrieved within twenty-four (24) days after their receipt of the aggrieved's written grievance, and shall render their decision within five (5) working days after the aforementioned meeting.

The aggrieved's failure to present the grievance in writing with the Township Committee within five (5) days after the decision of the Chief, shall be deemed to constitute an abandonment of said grievance.

STEP 4. Should the aggrieved be dissatisfied with the Township Committee's decision, such person has within ten (10) days after the Township Committee's decision with regard to disciplinary matters to request in writing non-binding, advisory arbitration. Should the aggrieved be dissatisfied with the Township Committee's decision with regard to non-disciplinary matters, such person has within ten (10) days after the Township Committee's decision to request in writing binding arbitration. In the event that advisory, non-binding arbitration or binding arbitration is not requested within ten (10) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both

employer and the Association shall have the right to strike two names from the panel. The Association shall strike the first name, the other party shall strike one (1) name. The process will be repeated and the remaining person shall be the Arbitrator.

The aforementioned arbitration will be binding upon the parties only in non-disciplinary matters. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. It is intended by this provision to give the employee the option to appeal his case under the Civil Service rules and regulations and through Civil Service procedures or arbitration, but not both. It is not intended to change or modify or alter in any fashion the Civil Service rules and regulations, but in effect only to give an additional alternative remedy to an employee. A grievant must elect to proceed either under arbitration or civil service, not both.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the employee ^{W/D} and the Association. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for arbitration shall be those arising out of the meaning, application and interpretation of the provisions of the Agreement. The arbitrator shall have no power to add or to subtract from or modify any of the terms of this Agreement.

ARTICLE XV

TERM

Section 15.01

This Agreement shall be effective as of the first day of January, 1991, and shall remain in full force and effect until midnight on June 30, 1993. Negotiations concerning any renewal or replacement hereof shall commence on March 15, 1993 by and between the parties hereto by notice by either party served, regular mail, upon the other.

This Agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided to the other party.

ARTICLE XVI

RETIREMENT BENEFITS

Section 16.01

1. The employer agrees to continue to provide retirement benefits as are presently in effect at its cost and expense.

2. UNUSED SICK LEAVE -- RETIREMENT

Permanent employees in the unit who enter regular retirement after twenty-five (25) years of service, or retire due to disability as determined by the Division of Pensions of the State of New Jersey and have to his or her credit any earned and unused accumulative sick leave, which sick leave shall be solely the twelve (12) days per calendar year set forth in the Contract and not the two hundred fifty-one (251) days base sick days set forth in the contract, shall be entitled to receive supplemental compensation for each earned and unused accumulative sick leave as defined above.

With regards to regular retirements, the supplemental compensation to be paid shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employees daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of is retirement, provided, however, that no such supplemental compensation shall exceed Thirteen Thousand Dollars (\$13,000.00). This supplemental compensation shall be paid in a lump sum after the effective date of retirement

after six (6) months of notice is given to the Employer.

With regards to permanent disability retirement, the supplemental compensation to be paid shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employees daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such supplemental compensation shall exceed Thirteen Thousand Dollars (\$13,000.00), and provided further, that the accumulative sick time payment for disability shall be calculated by determining a regular retirement sick payment and multiplying that figure by a fraction with the numerator being the employees full years of service and the denomination being twenty-five (25) years. Additionally, the payment to a disability retiree shall not exceed a sick leave buy back payment due under regular retirement sick leave buy back. This supplemental compensation shall be paid in a lump sum after the effective date of retirement after six (6) months of notice is given to the employer.

With regard to an employee who dies, if any permanent employee of the unit shall die who is a member of the Department and have to his or her credit any earned and unused accumulated sick leave, which sick leave shall be solely the twelve (12) days per calendar year set forth in the contract and not the Two Hundred Fifty-One (251) days base sick days set forth in the contract, then the deceased members immediate family shall be entitled to receive

supplemental payment for such earned and unused accumulated sick leave as defined above. Immediate family shall mean spouse, and if there be no spouse, then living children in equal shares, and if no living children, then parents of decedent, in equal shares, and if no living parent then to living grandchildren of decedent, in equal shares. Payment to be made shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to death, provided that no such supplemental compensation shall exceed Thirteen Thousand Dollars (\$13,000.00) for a death. The supplemental compensation shall be paid in a lump sum within eight (8) months of the death of the employee.

For a permanent employee to be entitled to unused sick leave payment, he must have, in addition to the two hundred fifty-one (251) base sick days, some unused accumulated sick leave.

Examples as to regular sick leave buy back:

(a) Employee has two hundred fifty-one (251) base sick days, plus fifty (50) unused sick days, he would be entitled to be compensated for one-half ($\frac{1}{2}$) of the unused fifty (50) sick days up to the sum of Thirteen Thousand Dollars (\$13,000.00).

(b) Employee has two hundred (200) base sick days, and no unused accumulated sick leave, he would not be entitled to any compensation for unused sick leave.

(c) Employee has one hundred fifty-one (151) base sick leave

and one hundred fifty (150) unused accumulated sick leave, one hundred (100) of his accumulated sick leave would have to be added to the one hundred fifty-one (151) base sick days to arrive at two hundred fifty-one (251) base sick days, which would leave the employee with fifty (50) unused accumulated sick leave, and he would be entitled to one-half ($\frac{1}{2}$) of those fifty (50) days for compensation up to the maximum of Thirteen Thousand Dollars (\$13,000.00).

Example as to disability sick leave buy back:

(a) Employee has two hundred fifty-one (251) base sick days, plus fifty (50) unused sick days, and twenty (20) full years of service; he would be entitled to be compensated for one-half of the unused fifty (50) sick days times four-fifth's up to the sum of Thirteen Thousand Dollars (\$13,000.00).

(b) Employee has Two Hundred (200) base sick days and no unused accumulated sick leave and twenty (20) full years of service, he would not be entitled to any compensation for unused sick leave.

(c) Employee has one hundred fifty-one (151) base sick leave and one hundred (150) unused accumulated sick leave, and twenty (20) full years of service, one hundred (100) of his accumulated sick leave would have to be added to one hundred fifty-one (151) base sick days to arrive at two hundred fifty-one (251) base sick days, which would leave the employee with fifty (50) unused accumulated sick leave, and ^{or, she} ~~he~~ would be entitled to one-half ($\frac{1}{2}$) of those fifty (50)

days times four-fifth's for compensation up to the maximum of Thirteen Thousand Dollars (\$13,000.00).

3. The employer will pay the premium for Blue Cross and Blue Shield coverage for a permanent employee and his dependents, the dependents as defined in the State of New Jersey Health Benefit Program, after the permanent employee has retired up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88.

ARTICLE XVII
INDEMNIFICATION

Section 17.01

The Township does hereby agree to provide Police Professional Liability Insurance in an unlimited amount through the Township's Self-Insurance program and/or a Liability Insurance Policy.

Section 17.02

The employer shall, at no cost to the member, repair or replace at the employer's option, any personal equipment or property of the member damaged or broken as a result of the activities of a member in the line of duty as a Ewing Township Police Officer, the sum not to exceed One Hundred Fifty Dollars (\$150.00).

ARTICLE XVIII

REPRESENTATION OF MEMBERS

Section 19.01

1. Whenever an employee is a defendant in an action or legal proceeding arising out of or incidental to the performance of his duty, the employer shall provide the employee with necessary means for the defense of such action and proceedings, but not for his defense in a disciplinary action instituted against him by the employer or in a criminal proceeding instituted against him as a result of a complaint on behalf of his employer. If any disciplinary action or criminal proceeding instituted by or on complaint of the employer shall be dismissed or finally be determined in favor of the employee, the employer shall reimburse the employee for the expense of his defense. In any criminal proceeding instituted against the employee arising out of or incidental to the performance of his duties, the employee shall have the right to secure independent counsel, subject to the approval of the employer, as to the attorney retained and the fees to be charged, which approval shall not be unreasonably withheld. In the event that the employee fails to obtain the approval of the employer as to the fee to be charged by the attorney and the attorney to be retained, then in that event the fee for the attorney will be the sole responsibility of the employee.

(a) The parties have agreed to the following:

(1) In disciplinary actions brought by the employer against

the employee and the employee subsequently prevails, the employer will reimburse the employee for legal expenses of his defense for the reasonable time as is required at the hourly rate of Seventy-Five Dollars (\$75.00).

(2) In matters where the employee is the defendant in an actin or legal proceeding arising out of or incidental to the performance of his/her duty, the employer shall pay the sum of

Seventy-Five Dollars (\$75.00) per hour for legal fees in the employee's defense for such time as is required.

(3) In all matters where the employee's attorney is requesting payment, the employee's attorney is required to submit an affidavit of service to the Township in order to be paid under **Article XVIII.**

ARTICLE XIX

IN-SERVICE TRAINING

Section 19.01

The cost of all police training courses, seminars and conferences authorized in advance by the Township will be borne by the Township.

Section 19.02

The Township of Ewing will pay the sum of Two Hundred Dollars (\$200.00) annually to the police officer who has received an AA degree with a major in law enforcement and/or criminal justice. The Township of Ewing will pay the sum of Four Hundred Dollars (\$400.00) annually to the police officer who has received a Bachelor's degree with a major in law enforcement and/or criminal justice. In no case is the police officer to receive more than Four Hundred Dollars (\$400.00) annually and said sum is in addition to the salary set forth in Article VIII.

The Township of Ewing will compensate the employee at the rate of eighteen (18) cents per mile for use of his or her own motor vehicle in attending schooling and in-service training, which schooling and in-service training is required by the police department.

ARTICLE XX

DECEDENT'S BENEFITS

Section 20.01

In the event that an employee in the bargaining unit shall die while still an employee of the Township of Ewing Police Department, his estate will receive pay for the unused holidays and vacation time on a prorated basis, as well as sick time buy back as set forth in Article XVI.

ARTICLE XXI

CIVIL SERVICE RIGHTS

Section 21.01

The parties agreed that notwithstanding the terms set forth in this contract that the employees who are members of the bargaining unit have not in any way waived and the Township agrees that they have not waived any rights that the employees may have under Civil Service regulations, statutes and laws.

ARTICLE XXII

SEPARABILITY AND SAVINGS

Section 22.01

If any provisions of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII

PERSONAL DAYS

Section 23.01

Employees covered by this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given to the Chief of Police or his designee. In the event that less than forty-eight (48) hours notice is given, said leave may be taken only upon authorization by said Chief of Police or his designee. The Township reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation, sick leave or holidays.

ARTICLE XXIV

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the SOA shall be at a reasonable hour, preferably when the member of the SOA is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Office of the Chief or the location where the incident allegedly occurred.
3. The member of the SOA shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the SOA is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the SOA shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every state of the proceedings, the Department shall afford an opportunity for a member of the SOA, if he so requests, to consult with counsel and/or

his SOA representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the SOA, which shall not delay the interrogation beyond one (1) hour for consultation with the SOA representative.

7. In cases other than departmental investigations, if a member is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.
9. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist: (1) Where the employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department.
10. Under no circumstance shall the employer offer or direct the taking of a polygraph examination by this Agreement.

ARTICLE XXV
FULLY BARGAINED

Section 25.01

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

Witness:

TOWNSHIP OF EWING

Nancy Kowacki

BY: Frank R. Walters

Witness:

EWING SUPERIOR OFFICERS
ASSOCIATION

Chris Cunn

BY: Donna Rose

APPENDIX A

	<u>EFF.</u> <u>1/1/91</u> <i>1%</i>	<u>EFF.</u> <u>7/1/91</u> <i>3%</i>	<u>EFF.</u> <u>1/1/92</u> <i>4</i>	<u>EFF.</u> <u>7/1/92</u> <i>4</i>	<u>EFF.</u> <u>1/1/93</u> <i>4</i>
CAPTAIN	\$58,167	\$59,912	\$62,309	\$64,801	\$67,393
LIEUTENANT	52,942	54,531	56,712	58,980	61,339
SERGEANT	48,007	49,448	51,426	53,483	55,622