

THE TOWNSHIP OF EWING

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A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING ("TOWNSHIP") TO ENTER A NEW COLLECTIVE BARGAINING AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE EWING TOWNSHIP POLICE SUPERIOR OFFICERS' ASSOCIATION ("SOA") BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2023

Resolution #21R-41 WHEREAS, the Township of Ewing and the SOA are parties to a collective negotiations agreement ("Contract") covering the period July 1, 2014 through December 31, 2018; and,

WHEREAS, the SOA and Township have engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and,

WHEREAS, the Township and SOA have reached agreement on new terms and conditions for a successor contract which are subject to ratification by the members of the SOA and approval by the Mayor and Council of the Township; and,

WHEREAS, the negotiating committees for the Township and the membership of the SOA unanimously agree to recommend the agreement for ratification and approval.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

A. Except as herein modified, the terms and conditions set forth in the July 1, 2014 through December 31, 2018 Contract between the Township and SOA shall remain in full force and effect.

B. ARTICLE VI, ASSOCIATION DUES, ETC.

1. Section 6.01, replace the last paragraph with the following:

The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment.

Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

2. Replace Section 6.02 with the following:

The Employer agrees to deduct, in accordance with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act, as they relate to Agency Shop provisions, from the pay of each Employee covered by this Agreement who voluntarily furnishes a written authorization, a representation fee equal to eighty-five percent (85%) of Association dues, as certified by the Association. The voluntary representation fee deduction shall commence with the 1st pay after the Township receives the voluntary authorization and notice from the Association. After deduction, representation fees shall be transmitted to the Association in the same manner, and at the same time as the Association dues.

The voluntary authorization for the representation fee deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw the voluntary representation fee deduction authorization an employee must submit a written request to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

C. ARTICLE VIII, RULES AND REGULATION

Remove Section 8.03 as Civil Service applies. Renumber Section 8.04

D. ARTICLE IX, WAGES

1. Salary Increases :

Effective and retroactive to 01/01/2019	2.00%
Effective and retroactive to 01/01/2020	2.00%
Effective 01/01/2021	2.50%

Effective 01/01/2022 2.50%

Effective 01/01/2023 2.50%

2. Salary guides are attached hereto.

E. ARTICLE XII, VACATION

Section 12.03 add the following after the first sentence:

Effective July 1, 2021 any Association unit member who has accumulated twenty-five (25) years of service or more shall be entitled to 50% vacation benefits for the calendar year during which the Office retires if prior to July 1 and 100% vacation benefits if on or after July 1.

F. ARTICLE XIII, LONGEVITY PAY – UNIFORM ALLOWANCE

Section 13.02. Add the following: Effective 01/01/2021, Superior Officers who elect to receive cash payment for the uniform allowance shall be paid \$1,200.00 per calendar year. Payment shall be made twice per year: \$600.00 by 01/31 and \$600 by 07/31. If a Superior Officer elects to receive the uniform allowance by voucher, he/she shall receive \$1,400.00 to be used each calendar year. Superior Officers can elect each calendar year whether to receive the cash or voucher payment. (The procedures for electing and the voucher shall be established by the Parties).

G. ARTICLE XIV, HOSPITAL AND MEDICAL INSURANCE

The Parties agree that contributions towards premium sharing and co-pays are dictated by the NJ SHBP.

H. ARTICLE XVI, TERM AND RENEWAL

January 1, 2019 through 11:59 pm on December 31, 2023

I. ARTICLE XX, VEHICLE ALLOWANCE IN-SERVICE TRAINING

Delete the parenthetical that starts with "NOTE" as it does not apply to the SOA.

J. ARTICLE XX111, PERSONAL DAYS

Delete Section 23.02 as it does not apply to the SOA.

K. ARTICLE XXVII, RETROACTIVE BENEFITS

Change July 1, 2014 to January 1, 2019.

L. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

M. This agreement is subject to ratification by the SOA membership and approval by the Township before it becomes effective.


NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and SOA LOCAL 111 scheduled to take effect as of January 1, 2019. The approval of the Township is conditioned upon ratification of the proposed contract terms by the members of the FMBA.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 23rd day of February 2021.




Kim J. Macellaro, CMC
Municipal Clerk

AGREEMENT

Between

TOWNSHIP OF EWING

and

EWING TOWNSHIP POLICE SUPERIOR
OFFICERS ASSOCIATION

January 1, 2019 through December 31, 2023

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BMS
MTF 6/29/22

PREAMBLE

THIS AGREEMENT, made this 1st day of January 2019, by and between the **TOWNSHIP OF EWING**, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Employer" or "Township" and **EWING TOWNSHIP SUPERIOR OFFICERS ASSOCIATION**, 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 for Police Officers of the said Police Department of the Township of Ewing, and

WHEREAS, the parties having reached an agreement which effectively disposes of the issues raised by the collective bargaining negotiations.

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 Employees in the classification of Police Officer.

Section 1.02

The bargaining unit shall consist of all Sergeants, Lieutenants, and Captains of the Police Department of the Township.

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 work forces, including the right to hire, to 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 *NJS.A. 40A:14-19 et seq.*, transfer and decide the number and locations of its facilities, stations, *etc.*, 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 service of others, contract or otherwise except as may be otherwise specifically limited by the Agreement.

Section 1.04

It is agreed that during the term of the 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 willful interference with the established procedures and policies, against or within the Township and that there shall be no lock out of the Employees by the Employer. If 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 return to their jobs, forward copy of such order to the Employer and use every means, at its disposal to influence Employees to return to work.

Section 1.05

This Agreement shall be binding upon the parties hereto their successors.

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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 for each of the parties.

Section 2.02

Collective bargaining meeting shall be held at times and places mutually convenient at the request of either party and in accordance with the requirements of P.L. 1995 C.425, N.J.S.A. 34:13A-14, et seq.

Section 2.03

The Association President and not more than two (2) additional members of the Association shall participate in the collective bargaining meeting called for the purpose of negotiations of a collective bargaining agreement provided, however, that not more than one (1) person of the above shall be on duty during said negotiations and be excused from work assignment without loss of pay for said collective bargaining meetings.

ARTICLE III
CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

Section 3.01

The Association President or his designee and the aggrieved party shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. They shall not leave their work without first obtaining permission of their 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,

PHS 6/29/22
MTT 6/29/22

without loss of pay, to attend the annual PBA State and National Convention. In addition, one (1) member of the Association shall be permitted to make necessary schedule changes with any other Association member, with the consent of said other member, and with notice of same to the Chief of Police to attend the regularly scheduled monthly meetings of the State PBA.

Section 3.03

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

Section 3.04

The Association shall receive Sixty (60) "Business Days". These days shall be used for Association business within the discretion of the President subject to prior Departmental notification. This provision specifically excludes current benefits such as conventions and Delegate time.

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

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SICK LEAVE

Section 5.01

1. Members shall be entitled to receive full payment for a period of two hundred 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/her position providing 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 Township Physician certified that such sickness, accident or disability prevents the member from carrying on the normal duties of a Police Officer.

2. In addition to the sick leave set forth above, each member shall be entitled to twelve (12) sick days per calendar year, which sick days may be accumulated. If a member is absent for more than his/her accumulated sick days, for each day in excess thereof sick days shall be deducted from the two hundred and fifty-one (251) day period. At any time that a member has less than two hundred and fifty-one (251) days, he may accumulate sick leave up to the two hundred fifty-one (251) day period by adding the days less than twelve (12) not used in one year to his/her accumulated total days, not to exceed two hundred fifty-one (251) days. A doctor's note is required if requested by the Township when seeking to use the 251 days. The 251 days is limited to illnesses or injuries of more than a two-day duration. All accumulated sick time must be used before an Officer has access to the 251 days.

3. Each member shall be permitted to use his or her sick leave for care for a reasonable period, of a seriously ill member of the Employee's immediate family (as defined by the N.J.A.C. 4A:1-1.3).

4. Each member shall be permitted to use twelve (12) sick days per calendar year for sick leave emergencies in the immediate family (in the case of a wife, husband, son, daughter, mother, or father).

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Section 5.02 - DISABILITY LEAVE

A member who is disabled by injury incurred in performance of his/her duties or by illness as a direct result of or arising out of his/her employment shall be granted a leave of absence with full pay for a period not to exceed one (1) year. After the said one (1) year, the Employee shall have to use his/her sick or vacation time for additional time he/she is out; the Employer to receive credit for any Worker's Compensation temporary disability payments received by the Employee. Disability leave is defined to mean absence from work of an Employee because of injury incurred in the performance of his/her duties or by illness as a direct result of or arising out of his/her employment by reason of which such Employee is unable to perform the usual duties of his/her position, provided such disability was not the result of gross neglect or misconduct on the part of such Employee; and further provided that the Township Physician certified that the disability prevents the Employee from carrying on the normal duties of a Police Officer.

If a dispute arises as to the Officer's ability to return to work and if the Township physician deems it necessary, the Township Physician may refer an Officer to an appropriate medical specialist.

If an injured Employee receives temporary disability under Worker's Compensation during the one (1) year, he/she is to endorse said draft payable to the Township solely and is to tender said draft to the Chief Financial Officer of the Township. Said tender of draft to the Township will be in way of reimbursement to the Township toward payment of the injured Employee's full salary during the course of the one (1) year, and if an injured Employee does not endorse and turn over the draft to the Chief Financial Officer, he/she shall not receive his/her full pay but only the difference between the compensation pay and his/her full pay during that one (1) year period of time.

The parties agree that any Officer on disability from the Township shall not be allowed to work for another employer unless approved by the Chief of Police or his designee.

The parties agree that light duty can be performed anywhere in the Township only if approved by

the Chief of Police or his designee.

Section 5.03

If an Employee is required to enter an area, home, or any location in which an occupational exposure occurs as defined in Subpart Z of 29 C.F.R. Part 1910 and N.J.A.C. 12:100-4.2, the Township shall provide for any and all medical attention and treatment for said member and his/her family in accordance with the Code of Federal Regulations and the New Jersey Administrative Code, as noted above.

ARTICLE VI

ASSOCIATION DUES AND DEDUCTIONS CHECK-OFF

Section 6.01

Upon receipt of a lawfully executed written authorization from Employee, the Township agrees to deduct the regular monthly Association dues of such Employee from his/her paycheck and remit such deductions by the tenth (10th) day of the succeeding month to the official designated by the Association in writing to receive such deductions. The Association will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

Section 6.02

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The Employer agrees to deduct, in accordance with the United State Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act, as they relate to Agency Shop provisions, from the pay of each Employee covered by this Agreement who voluntarily furnishes a written authorization, a representation fee equal to eighty-five percent (85%) of Association dues, as certified by the Association. The voluntary representation fee deduction shall commence with the 1st pay after the Township receives the voluntary authorization and notice from the Association. After deduction, representation fees shall be transmitted to the Association in the same manner, and at the same time as the Association dues.

The voluntary authorization for the representation fee deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw the voluntary representation fee deduction authorization an employee must submit a written request to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

Section 6.03

The Association shall indemnify, defend, and save harmless the Township against any claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this Article VI. Further, in consideration for the Township's action in implementing Agency Shop (P.L. 1979, C. 407, amending NJS.A. 34:13A-5 et seq.) the Association does agree to reimburse the Township for court costs, fees, and judgments incident to suits or other forms of liability that may be incurred by the Township that shall arise out of any of said check-off deductions.

ARTICLE VII

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HOURS OF EMPLOYMENT

Section 7.01

The normal hours of employment shall not exceed eight (8) consecutive hours in any one (1) day for eight (8) hour Employees and the normal hours of employment shall not exceed nine (9) consecutive hours in a day for nine (9) hour Employees, ten (10) consecutive hours in a day for ten (10) hour employees, and twelve (12) consecutive hours in a day for twelve (12) hour Employees. The maximum hours of the year of employment are set at two thousand eighty (2,080) hours (52 weeks x 40 hours = 2,080). Hours in excess of two thousand eighty (2,080) hours are to be paid as overtime.

~~The parties agree to implement eight (8) hour, nine (9) hour and 10.5 hour Work Charts. The parties agree to meet with respect to implementation of these potentially changed Work Chart hours.~~

Section 7.02

In an emergency, every Employee shall be subject to call for overtime duty, and it is the 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 Chapter 165 of the Revised Ordinance of the Township. The determination as to what conditions constitute an emergency will be at the sole discretion of the mayor or his designated representative and will not be subject to the grievance procedure.

Section 7.03

Overtime will be paid for any work exceeding the normal work schedules for the Employee as set by the Department in any given week. Employees are not permitted to work Department overtime during a shift in which they are utilizing leave time. Exceptions to this rule may be made in emergency situations only and with the Chief of Police or his designee's permission. Leave time is defined as:

1. Sick Day
2. 251 Sick Day
3. Comp Time

4. Personal Day
5. Funeral Leave
6. Vacation Day
7. Temporary Duty
8. Injured on Duty
9. Jury Duty
10. Military Leave
11. Field Training Officer Day
- ~~12. School~~
13. Suspension
- ~~14. Special Assignment~~
15. Schedule Adjustment Time (SAT)
- ~~16. Light Duty~~
17. Absent Without Leave
18. Family Medical Leave
19. Unpaid Leave of Absence.

Additionally, overtime shall be paid as follows:

A. In an emergency call-back situation, an Employee who is required and returns to work during a period other than his/her regular shift shall be guaranteed two (2) hours pay. The Employee will be paid time and one-half (1 ½) his/her regular rate of pay for actual time worked and will be given the opportunity to go home when the assignment he/she was called in for is completed. If the Employee desires to leave work when the assignment is completed, he/she will then be paid straight time for the completion of the work assignment of the work for the remaining time up to two (2) hours. If the Employee decides to stay, the supervisor may provide work for the remaining time up to two (2) hours.

When the two (2) hours call-back time pay overlaps with the regular shift, upon commencement of the regular shift, the Employee from that time on will not receive time and one-half (1½) but his or her straight time pay.

B. All overtime shall be paid at the rate of time and one-half (1½) except overtime referred to in Paragraph 4 hereof with respect to standby alert and consistent with other provisions of this Section. All overtime must be approved by the Chief of Police or his designated representative.

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

D. Straight time, as opposed to overtime, shall be paid for all standby alerts from time a member is personally contacted until he/she is relieved from duty. Standby alert shall be self-canceling if the member 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 is contacted, and the member placed on standby alert shall be compensated four (4) hours.

E. 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 Township Police Headquarters to a Court shall be considered as overtime.

F. Overtime for Grand Jury, Civil Court and Criminal Court appearances 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 Prosecutor in charge of the Grand Jury or in charge of the case that day. Reasonable travel time to and from the Grand Jury and Criminal Court from the Township Police Headquarters shall be considered as overtime.

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

H. When a member 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/she is so assigned in an acting capacity until the completion of

his/her tour of duty in that higher rank.

I. Whenever two (2) or more Employees are working at the same time in the Detective Bureau, absent a Detective Lieutenant, then the Senior Sergeant shall be paid at the Lieutenant's rate of pay.

J. Whenever a year occurs with a twenty-ninth day in February, then all Employees covered by this Agreement shall receive time and one-half (1½) pay for nine (9) hours. Said payment shall be paid no later than the second payroll date in March of the same year.

Section 7.04 - COMPENSATORY TIME

Anytime an Employee works overtime, said Employee shall have the sole right to select overtime compensation as paid overtime or as compensatory time off, at the time and one-half (1½) rate. If compensatory time off is elected, then said compensatory time shall accumulate in a compensatory time off ("C.T.O.") Bank. All C.T.O. Bank time shall be available at the Employee's sole discretion subject only to prior Department approval. Employees covered by this Agreement may accumulate CTO in their individual Banks but any time in excess of 50 hours at the end of the calendar year shall be paid down to 50.

Section 7.05 - 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, providing however, reasonable notice shall be given to the members affected, except in case of emergency.

Section 7.06 - ON-CALL

Effective and retroactive to January 1, 2015, officers who are on-call for a 24-hour period shall receive two (2) hours of overtime or compensatory time (at officer's option) at time and one-half and one hour at time and one-half if on call from 1640 hours to 0730 hours.

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ARTICLE VIII
RULES AND REGULATIONS

Section 8.01

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. The Chief of Police or his designee will provide the Association President with copies of all the departmental rules and regulations and copies of any new or modified rules or regulations when promulgated.

Section 8.02

All proposed schedules shall be prepared and posted on the bulletin board adjacent to member's locker room at least thirty (30) days in advance of their effective day.

Section 8.03

The Township will have the Township Physician perform annual physicals and he shall conduct such tests, as he deems necessary.

ARTICLE IX

WAGES

Section 9.01

A.

Effective and retroactive to 1/1/19	2.00% to base pay
Effective and retroactive to 1/1/20	2.00% to base pay
Effective and retroactive to 1/1/21	2.50% to base pay
Effective 1/1/22	2.50% to base pay
Effective 1/1/23	2.50% to base pay

Salaries are set forth in the attached Guide.

B. Hourly Rate: The combination of base pay and frozen longevity as set forth in Section

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13.01 will be used to calculate an officer's hourly rate. Holiday pay will not be used to calculate an officer's hourly rate or for purposes of computing overtime pay.

ARTICLE X

HOLIDAYS

Section 10.01

There shall be eleven (11) paid holidays per year during the term of this Agreement. The following days will be recognized as holidays under this Agreement.

1. News Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. Christmas Day

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/her regular salary for eleven (11) holidays. Effective July 1, 2000 Holiday pay is to be calculated at 11.5 hours per day for all members covered by this Agreement. The parties acknowledge that there will be no actual reduction in holiday pay because of this provision. The contractual language regarding the payment of holiday pay as part of base pay for pension and wage increases shall remain status quo. Holiday pay will not be used to calculate an Officer's hourly rate or for purposes of computing overtime pay.

If the Employer declares a holiday for public employees in addition to the eleven (11) scheduled holidays, each Employee of the Police Department will receive a full compensation day

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for the said declared holiday to be taken subject to prior Departmental approval.

Section 10.02

Holiday pay is to be included in the base pay for pension purposes and wage increase purposes for Employees. It is not included for overtime purposes. The holiday pay will be paid over the twenty-six (26) pay periods during the calendar year.

Section 10.03

If a disaster or emergency is declared by the Mayor of the Township and certain Township Employees worked that day and were not released prior to their normal tour of duty, 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 Chief of Police or his/her designee.

It should also be clearly understood; those Employees who were off on sick leave, vacation, personal time, or a regular day off, *etc.* shall 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 XI

FUNERAL LEAVE

Section 11.01

A. For purposes of this section, family members include mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, step-parent, step-child, step-sibling, half-sibling, parent of the employees child, and relatives or significant others who were living in the household of the employee at the time of death.

B. In the event of the death of an employee's family member, time off with pay will be granted from the date of death to the date of the funeral inclusive, not to exceed five (5) consecutive

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calendar days.

C. In the event of the death of the following other relatives, an employee will be granted time off with pay for the day of the funeral: brother-in-law, sister-in-law, spouse's grandparent, aunt, ~~or uncle, or biological parent of the employee's child.~~

D. If long-distance traveling exceeding 150 miles one-way is involved, the policies set forth in this section may be modified at the discretion of the Chief of Police.

E. The employee must provide reasonable proof of death to the Chief of Police prior to payment for days taken as bereavement leave. Additionally, an employee must verify in writing the exact relationship between the employee and the deceased.

Section 11.02

Exceptions to this rule may be made when the deceased is buried in another city, or the member would not be able to return to work in time for duty with leave granted.

Section 11.03

Any member absenting himself/herself shall advise his/her immediate supervisor of the date or dates he/she will be absent, and, prior to receiving pay for the period of their absence, shall verify in writing the relationship between the deceased and themselves, the dates on which they were absent, to the Chief of Police, as soon as is practicable upon their return to duty.

ARTICLE XII

VACATION

Section 12.01

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

Sergeant	Working Days
Lieutenant	23 Working Days
Captain	24 Working Days

22

Section 12.02

If an Employee is on vacation and someone in his/her immediate family dies, bereavement time will be credited instead of vacation time.

Section 12.03

Any member who has accumulated twenty-five (25) years of service or more shall be entitled to full benefits (vacation and personal days) for the calendar year during which the Officer retires from employment with the Township, no matter what date during the said calendar year the Officer leaves. Effective July 1, 2021 any member who has accumulated twenty-five (25) years of service or more shall be entitled to 50% vacation benefits for the calendar year during which the Superior Officer retires if prior to July 1 and 100% vacation benefits if on or after July 1.

Any member who ends service in the Township with less than twenty-five (25) years of service shall receive credit for all unused accumulated vacation time earned in prior calendar years and shall receive credit for unused vacation and personal time during the year the Officer ends service pro-rated to the last day of service in the calendar year.

~~Payment for unused earned vacation leave for separated employees, even if the employee has received an intergovernmental transfer, shall be governed by, N.J.A.C. 4A:6-1.2. All eligible vacation and personal time must be taken prior to the Employee's termination or retirement date, in accordance with Title 4A:6-1.2.~~

During the last year of service sick leave shall be pro-rated according to time worked during the calendar year, regardless of years of service.

ARTICLE XIII

LONGEVITY PAY - UNIFORM ALLOWANCE

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Section 13.01

A. Effective December 31, 2014, longevity will be converted to a dollar amount for each officer in this unit and it will be part of the pensionable base pay. The converted longevity amount is incorporated in the salary chart annexed hereto in Exhibit A. Effective January 1, 2015 and each year thereafter, no longevity payments will be made to any unit members.

B. Promotion: Officers who were members of this unit on July 1, 2014 and who are promoted to a higher rank during the years of this contract shall receive the base rate for that rank plus the additional monies incorporated into their salary resulting from the elimination of longevity. This is a one-time adjustment for promotion to a higher rank. If an officer who is a member of this unit on July 1, 2014 is promoted more than once during this contract, the additional monies added herein will not be re-applied. The addition of those monies referenced herein applies to a first promotion only and not for any subsequent promotions.

Section 13.02 - UNIFORMS AND EQUIPMENT

The Township agrees to provide each Employee covered by this Agreement an annual uniform allowance of One Thousand Seventy-Five Dollars (\$1,075.00). The clothing allowance shall be payable by January 31st of each year. In addition to the above provision, items of uniform or equipment damaged or destroyed in the course of employment shall be repaired or replaced at the Employer's expense.

Effective 1/1/21, Officers who elect to receive cash payment for the uniform allowance shall be paid \$1200.00 per calendar year. Payment shall be made twice per year: \$600 by 1/31 and \$600 by 7/31. If an Officer elects to receive the uniform allowance by voucher, he/she shall receive \$1400.00 to be used each calendar year. Officers can elect each calendar year whether to receive the cash or voucher payment. (The procedures for electing and the voucher shall be established by the Parties).

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ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

Section 14.01

A. The parties agree that the Township shall have the right to change insurance carriers or to self-insure so long as the new plan is equal to or better than the current plan.

The parties agree that the level of benefits including prescription co-pays under the SHBP are subject to change by the State Health Benefits Commission and that the Township has no control over such changes and is not liable to the SOA and its unit members if the Commission makes such changes during the length of this contract.

The Parties agree that contributions towards premium sharing and co-pays are dictated by the NJ State Health Benefits Plan.

B. The Employer will provide hospitalization and medical insurance, including major medical insurance, ~~including major medical insurance~~, the State Health Benefit Plan. The Employee and his/her dependents, (as set forth in the State of New Jersey Health Benefits Act Program) will be eligible for this benefit after the permanent Employee has been continuously employed for a minimum of sixty (60) days.

C. Active employees will be covered by the current Prescription Plan as implemented by the Township. Current officers (those hired prior to ~~September~~^{July} 1, 2014) will be grandfathered under the existing prescription reimbursement process when they retire. The reimbursement shall be at the rates the officer had in the year of retirement. Officers hired on or after September 1, 2014 shall not be eligible for prescription reimbursement.

SUPPLY	GENERIC	NAME BRAND
30-DAYS	\$3.00	\$10.00

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90-DAYS	\$9.00	\$30.00
MAIL ORDER 90 DAYS	\$5.00	\$15.00

~~Notwithstanding this agreement, the parties agree that the issue regarding potential increases during the term of this contract to the above prescription co-pays is still in dispute and as to that issue, and that issue only, the parties agree that if it cannot be resolved either party may submit the issue to mediation and, interest arbitration, if necessary. The parties specifically acknowledge that all other issues between them have been resolved.~~

D. Permanent Employees covered by this Agreement shall be eligible to receive eyecare benefits outlined below upon presentation of receipted bills.

Effective January 1, 2015, full time Employees and eligible dependents shall be eligible for a maximum payment of Four Hundred Dollars (\$400.00) per year, per family member, or the actual cost, whichever is less, of an eye examination by an ophthalmologist or an optometrist, and/or prescription optical lenses.

All permanent Employees shall be reimbursed for fifty percent (50%) of the cost of Lasik eye surgery.

E. The parties agree to the current dental plan implemented by the Township on January 1, 2015 for active employees.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.01 - PURPOSE

A. The purpose of this procedure is to secure at the lowest possible level, equitable

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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.

B. 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 15.02 - DEFINITION

The term grievance shall include:

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

B. 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 15.03 - STEPS OF THE GRIEVANCE PROCEDURE

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

Step 1:

A. Grievances may be instituted by either the aggrieved Officer, the Association on the Officer's behalf, or the Association on its own as an Association grievance. The time for the initial filing of the grievance with the immediate supervisor shall be twenty-five (25) days from the date of the occurrence of the grievance, or within twenty-five (25) days after the aggrieved Officer would reasonably be expected to know of its occurrence.

Failure to act within the said twenty-five (25) working days shall be deemed to constitute an abandonment of the grievance.

B. The supervisor shall render a decision in writing within five (5) working days after the

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receipt of the grievance.

C. If 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/her immediate supervisor in all situations.

Step 2:

If a settlement has not been reached, the aggrieved shall in writing and signed, file his/her complaint with the Chief of Police within five (5) working days following the determination of Step 1. The Chief of Police or his designees shall meet with the aggrieved and render his/her decision in writing within five (5) working days after the meeting.

Failure to act within the (5) days will be deemed to constitute abandonment of said grievance.

Step 3:

Should the Grievant disagree with the decision of the Chief, the Grievant may present the grievance in writing within five (5) working days from the date of the decision to the Public Safety Director. The Public Safety Director will meet with the Grievant within twenty- four (24) days after his/her receipt of the written grievance and shall render his/her decision within five (5) working days after the meeting.

The Grievant's failure to present the grievance in writing to the Public Safety Director within five (5) working days after the decision of the Chief shall be deemed to constitute an abandonment of said grievance.

Step 4:

If the Public Safety Director and the Mayor are the same individual, and the Grievant disagrees with the decision made at Step 3, then the Grievant may immediately proceed to Step 5 of the Grievance Procedure. If the Public Safety Director and the Mayor are different individuals, and the

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Grievant disagrees with the decision of the Public Safety Director, the Grievant may present the grievance in writing within ten (10) working days from the date of the decision to the Mayor. The Mayor will meet with the aggrieved within twenty-four (24) days after his/her receipt of the Grievant's written grievance and render his/her decision within five (5) working days after the meeting.

The Grievant's failure to present the grievance in writing to the Mayor within ~~ten (10)~~ five (5) working days after the decision of the Public Safety Director shall be deemed to constitute an abandonment of said grievance.

Step 5:

Should the Grievant be dissatisfied with the Mayor's decision, the Grievant has fourteen (14) days after the Mayor's decision to request, in writing, binding arbitration as to non-disciplinary matters.

If arbitration is not requested within fourteen (14) days the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated, except that with respect to disciplinary matters, nothing in this Article shall waive an Employee's right to appeal major discipline (suspensions of more than five (5) days) pursuant to Civil Service Law or Regulations, or from appealing minor discipline (suspension of five (5) days or less) as may be otherwise provided by law. *See e.g., Romanowski v. Brick Township*, 185 N.J. Super. 197 (L. Div. 1982), *aff'd* 192 N.J. Super. 79 (App. Div. 1983).

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, a Request for a Panel of Arbitrators may be filed with the Public Employment Relations Commission by either or both parties.

The Arbitrator's decision will be binding upon the parties in non-disciplinary matters. The Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of

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testimony and argument. It is intended by this provision to give the Employee the option to appeal his/her 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 proceedings shall be borne equally by the Employer and the Association. If either party desires a *verbatim* record of the proceedings, it may cause such 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 subtract from or modify any of the terms of this Agreement.

ARTICLE XVI

TERM AND RENEWAL

Section 16.01

This Agreement shall be effective as of January 1, 2019 and shall remain in full force and effect until Midnight on December 31, 2023. Negotiations concerning any renewal or replacement hereof shall commence in accordance with applicable law.

ARTICLE XVII

INDEMNIFICATION

Section 17.01

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The Township does hereby agree to provide Police Professional Liability Insurance through the Township's JIF Insurance program and/or Liability Insurance Policy. The parties further acknowledge this does not limit the Employee's rights to indemnification as is otherwise set forth in Article XVII, Section 17.01 and 17.02.

Section 17.02

The Employer agrees to indemnify Police Officers covered by this Agreement in accordance with the requirements set forth in N.J.S.A. 40A:14-155.

Section 17.03

Effective January 1, 2015, Employer shall, at no cost to the member, repair or replace at the Employer's option any personal equipment or property of the member damages or broken because of the activities of a member in the line of duty as a Township Police Officer up to a sum not to exceed Two Hundred Fifty Dollars (\$250.00) (as to eyeglasses, not to exceed the sum of Four Hundred Dollars (\$400.00)). It shall be the responsibility of the member to provide sufficient and adequate verification of said loss or damage and value of his/her loss or damaged goods as soon as possible after said loss or damage occurs.

ARTICLE XVIII

RETIREMENT BENEFITS

Section 18.01

A. The Employer agrees to continue to provide retirement benefits as are presently ineffect at its cost and expenses.

B. UNUSED SICK LEAVE-RETIREMENT

For all members hired prior to September 1, 2014, cash-in is capped at \$20,000.00. The cap shall be \$15,000.00 for officers hired on or after September 1, 2014.

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Permanent Employees in the unit who enter regular retirement after twenty-five (25) years of service, or retire due to permanent 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.

Regarding regular retirement, the supplemental compensation to be paid shall be computed at a rate of one hundred percent (100%) of the eligible Employee's daily rate of pay for each day of the earned and unused accumulated sick leave provided that no such supplemental compensation shall exceed Twenty Thousand Dollars (\$20,000.00). This supplemental compensation shall be paid in a lump sum within sixty (60) days of retirement if the Employee has given at least six (6) months' notice of retirement.

Regarding permanent disability retirement, the supplemental compensation to be paid shall be computed at the rate of one hundred percent (100%) of the eligible Employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the then annual rate of compensation provided however that no such supplemental compensation shall exceed Twenty Thousand Dollars (\$20,000.00). 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 Employee's full years of service and the denominator 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 within sixty (60) days of retirement if the Employee has given at least six (6) months' notice of retirement.

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If any permanent Employee who is a member of the Department dies and has to his/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 member's 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 one hundred percent (100%) 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/her employment prior to death, provided that no such supplemental compensation shall exceed Twenty Thousand Dollars (\$20,000.00) to be paid to the beneficiary eight (8) months after the death of the Employee.

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

C. The Employer will pay the premium for the medical benefits set forth in Article XIV of this Agreement for a permanent Employee and his dependents, the dependents as defined in the State of New Jersey Health Benefits 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 systems, or those permanent Employees who retired on disability and his/her dependents based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter

88. Any employee hired on or after September 1, 2014 must also have fifteen (15) years of service with the Township to be eligible for retiree medical, prescription and Medicare Part B reimbursements. Effective July 1, 2014, the spouse of any member hired shall not be eligible for Medicare Part B benefits.

D. The Township shall provide a program of prescription coverage retirees, regular or disability, and their families. Retirees' prescription coverage shall be defined as the same level of coverage that was provided to the retiree at the time of his/her retirement from the Township. The Employer shall pay the full cost of the retiree's prescription premium. Co-pay for Employees who retire under this contract are subject to the Fifteen Dollar (\$15.00) co-pay or One Dollar (\$1.00) for generic referred to in Article XIV.

ARTICLE XIX

REPRESENTATION OF MEMBERS

Section 19.01

A. Whenever an Employee is a defendant in an action or legal proceeding arising out of or incidental to the performance of his/her duty, the Employer shall provide the Employee with necessary means for the defense of such action and proceedings, but not for his/her defense in a disciplinary action instituted against him/her by the Employer or in a criminal proceeding instituted against him/her resulting from a complaint on behalf of his/her 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/her defense. In any criminal proceeding instituted against the Employee arising out of or incidental to the performance of his/her 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.

If 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.

B. The parties have agreed to the following:

1. Effective January 1, 2015, in disciplinary actions brought by the Employer against the Employee, and the Employee subsequently prevails, the Employer will reimburse the Employee for the legal expenses of his defense at the rate of not less than the hourly rate established by the JIF or the Township's insurance carrier, whichever is applicable.

2. Effective January 1, 2015, in matters where the Employee is the defendant in an action or legal proceeding arising out of or incidental to the performance of his/her duty, the Employer shall pay not less than the hourly rate established by the JIF or the Township's insurance carrier, whichever is applicable.

3. In all matters where the Employee's attorney is requesting payment, the Employee's attorney is required to submit a line-item Affidavit of Services to the Township to be paid.

ARTICLE XX

VEHICLE ALLOWANCE

IN-SERVICE TRAINING

Section 20.01

The cost of all Police training courses, seminars, and conferences authorized in advance by the Township will be borne by the Township. The Township of Ewing will compensate the Employee at ~~the rate of \$.540 per mile, or~~ the current IRS rate for the Employee's use of his own motor vehicle in attending schooling and in-service training which schooling and in-service training is required by the Police Department.

Section 20.02

COLLEGE INCENTIVE COMPENSATION: Each officer who has been awarded a degree in Police Science, Law Enforcement, Police Administration, Public Safety, or Criminal Justice shall

receive in addition to their annual salary, the following non-pensionable compensation:

Associates Degree	\$250.00 annually
Bachelors' Degree	\$450.00 annually
Masters' Degree	\$550.00 annually

ARTICLE XXI

DEATH BENEFITS

Section 21.01

If an active member dies, his unused vacation and holiday pay for that calendar year is to be paid to his estate, *pro rata*.

ARTICLE XXII

CIVIL SERVICE

Section 22.01

The parties agreed that notwithstanding the terms as 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 XXIII

PERSONAL DAYS

Section 23.01

Employees covered by this Agreement shall be entitled to three (3) days leave of absence with pay for personal business. Said leave shall not be taken unless forty-eight (48) hours' notice thereof

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has been given to the Chief of Police or his designee. If 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 request for personal days as conditions warrant, but authorization shall not be unreasonably withheld.

ARTICLE XXIV
SAFETY COMMITTEE

Section 24.01

The Association will have an Association representative on the Employer-Employee Safety Committee.

ARTICLE XXV
MEAL ALLOWANCE

Section 25.01

Effective January 1, 2015, if an Employee covered by this Agreement works more than fourteen (14) continuous hours in a twenty-four (24) hour workday, then he will be permitted a meal allowance up to the sum of Ten Dollars (\$10.00) upon presentation of receipted bill and voucher.

ARTICLE XXVI
PRINTING OF AGREEMENT

Section 26.01

The Township will reproduce this Agreement in sufficient quantities so that each Employee in the bargaining unit may receive a copy plus additional copies for distribution to Employees hired during the term of the Agreement. The method of reproduction will be at the Township's discretion.

ARTICLE XXVII

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LAY-OFFS

Section 27.01

If there is a need for lay-offs, applicable Civil Service rules shall apply setting forth lay-off and recall procedures.

Section 27.02

The Township may lay-off an Employee in the classified service for purposes of efficiency or economy or other valid reason requiring a reduction of the number of Employees.

Section 27.03

A. No permanent Employee shall be laid off until all emergency, temporary and provisional Employees and all probationers who are serving their working test period holding positions in the same class in the organization unit are separated; nor shall a permanent Employee be laid off except in accordance with the procedures as prescribed in the Civil Service Rules.

B. Whenever possible such Employee shall be demoted in lieu of layoff to some lesser office or position in the same organization unit as determined by the Civil Service Commission.

Section 27.04

A. Whenever there are two (2) or more permanent Employees in the class from which layoff or demotion in lieu of layoff is to be made, Employees in that class with an unsatisfactory performance rating for the twelve (12) month period immediately preceding the layoff or demotion shall be the first laid off or demoted.

B. Layoff or demotion for all other Employees in the class shall be as follows:

1. Layoff or demotion of permanent Employees shall be in the order of seniority in the class, the person or persons last appointed will be the first laid off or demoted.

2. In all cases where there are Employees who are veterans, a disabled veteran or a

veteran shall be retained in that order, in preference to a non-veteran having equal seniority in his or her class.

Section 27.05

A. No permanent Employee in the classified service or Employee serving a working test period after regular appointments shall be laid off or demoted in lieu of layoff until he/she shall have been given notice in writing, personally or by certified mail, of the date which he/she will be laid off or demoted and the reasons for the action. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective and a copy of such notice must be sent to the Civil Service Commission at the same time.

B. An Employee who shall be laid off or demoted in lieu of layoff shall have the right of appeal to the Civil Service Commission provided such appeal is received by the Civil Service Commission within twenty (20) days after the date of receipt of notice.

Section 27.06

A. The Civil Service Commission shall after receipt of the notice, determine the demotion and re-employment rights of the Employees to be laid off or demoted and within a reasonable time not to exceed forty-five (45) days notify the Employee and the appointing authority of such rights.

B. The name of any Employee laid off or demoted in lieu of layoff shall be placed on a special re-employment list for the position from which he/she has been laid off or demoted.

C. When an office or position of the same or comparable duties and responsibilities to that previously held by the Employee is to be filled in the same organization unit, his/her name shall be certified from the special re-employment list for appointment.

D. If a comparable position in any other unit is to be filled by appointment from an open competitive eligible list, or a regular-employment list, the name of the Employee on the special re-

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employment list shall be certified before using the open competitive list or a regular re-employment list.

ARTICLE XXVIII

RETROACTIVITY

Section 28.01

All rights, privileges, benefits, salaries, duties, and obligations herein shall be in force *nunc pro tune* and retroactive to January 1, 2019, unless specifically stated to the contrary in this Agreement.

ARTICLE XXIX

PERSONNEL FILES

Section 29.01

An Employee, by request for appointment, and with the approval of the immediate supervisor, shall have access to examine his/her own personnel file during office hours, at a reasonable time set by management.

The Employee may respond in writing to any documents in his/her file and said response shall become part of the personnel file but shall not be binding upon management.

The Employee will be given copies of disciplinary action taken against him/her, commencing with written reprimands.

ARTICLE XXX

MILITARY LEAVE

Section 30.01

Leave for military purpose shall be granted to the Employee in accordance with New Jersey

Civil Service rules and/or New Jersey Statutes.

ARTICLE XXXI
MATERNITY LEAVE

Section 31.01

Female Police Officers shall advise the Employer in writing of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

A. The female Police Officer shall be permitted to work as a Police Officer so long as such work is permitted by a doctor's note. The female Police Officer's assignments shall be at the discretion of the Chief of Police. The doctor shall be a physician of the female Police Officer's own choosing. However, the Employer reserves the right to require the female Police Officer to be examined by and approved for duty by the Township Physician.

B. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits, which she may have during the period of her pregnancy and the period following childbirth. Any request for such use shall be in accordance with established Departmental policy regarding requests for use of time benefits. Nothing contained herein is intended to allow the female Police Officer the use of the two hundred fifty-one (251) sick leave bank unless said female Police Officer has qualified for the use of the two hundred fifty-one (251) bank in accordance with Section 5.01 of the contract.

C. A female Employee with one (1) year or more of service shall be granted, on thirty (30) days written notice, maternity leave without pay for up to six (6) months duration and shall be returned to work without loss of prior seniority, or prior benefits, provided that she notifies the Chief of Police in writing no later than after three (3) months of leave that she intends to return to work.

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D. The female Police Officer shall be entitled to all benefits normally provided to Police Officers on active duty during maternity leave provided for in this Article, consistent with applicable laws and regulations relating to Employee benefits.

E. Upon return to active-duty status, the female Police Officer shall be entitled to be placed in the same position (Patrol or Detective) which she held before departing on maternity leave.

ARTICLE XXXII

DEPARTMENTAL INVESTIGATIONS

Section 32.01

To ensure that departmental investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted:

A. The interrogation of a member shall be at a reasonable hour, preferably when the member is on duty unless the exigencies of the investigation dictate otherwise.

B. The interrogations shall take place at a location designated by the Chief of Police, usually at the office of the Chief or the location where the incident allegedly occurred.

C. The member shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member is being interrogated as a witness only, he/she should be so informed at the initial contact.

D. 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.

E. The member 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.

F. At every state of the proceedings, the Department shall afford an opportunity for a member, if he so requests, to consult with counsel and/or his/her SOA representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member, which shall not delay the interrogation beyond one (1) hour for consultation with the SOA representative.

G. In cases other than departmental investigations, if a member is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his rights pursuant to the current decisions of the United States Supreme Court.

H. 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.

I. 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.

J. Under no circumstance shall the Employer offer or direct the taking of a polygraph examination.

ARTICLE XXXIII

POLICE SERVICES

DHS 6/29/22
MTF 6/29/22

Section 33.01

Extra duty police services including rates are those established in Township Ordinance 15-38. This Article is not intended to apply to any governmental agency or utility company or those acting on their behalf.

**ARTICLE XXXIV
SEPARABILITY AND SAVINGS**

Section 34.01

If any provisions of the Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the Civil Service Commission 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 XXXV
SIGNATURES**

Section 35.01

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

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first

RHS 6/29/22
MTF 6/29/22

herein above written.

**EWING TOWNSHIP POLICE
SUPERIOR OFFICERS ASSOCIATION**


MICHAEL FLYNN,
SOA PRESIDENT

Dated: 6/29/22

Attest:


SOA SECRETARY

TOWNSHIP OF EWING


BERT H. STEINMANN,
MAYOR

Dated: 6/29/22

Attest:


MUNICIPAL CLERK

PROMOTIONS		2018	2019	2020	2021	2022	2023
			2%	2%	2.50%	2.50%	2.50%
BARTKOWSKI	LT	164,653.34	167,946.41	171,305.33	175,587.97		
BOLLER	SGT	142,418.34	145,266.71	163,401.05	167,486.08	171,673.23	175,965.06
CABELL	LT	157,055.99	160,197.11	163,401.05	167,486.08	171,673.23	175,965.06
FLYNN	SGT	142,418.34	145,266.71	148,172.04	151,876.34	155,673.25	159,565.08
JACOBS	LT	162,913.30	166,171.57	169,495.00	184,019.67	188,620.16	193,335.67
KANKA	SGT	142,418.34	145,266.71	148,172.04	151,876.34	155,673.25	159,565.08
LABAW	CAPT	180,279.73	183,885.32	187,563.03	192,252.11		
LARDIERI	LT	157,055.99	160,197.11	163,401.05	167,486.08	171,673.23	175,965.06
LITZ	SGT	142,418.34	145,266.71	148,172.04	151,876.34	155,673.25	159,565.08
MARUCA	DEP CHIEF	181,849.43	185,486.42	189,196.15	193,926.05		
MCGUIRE	LT	164,366.31	167,653.64	179,531.38	184,019.66	188,620.16	193,335.66
MORGAN	LT	157,055.99	160,197.11	163,401.05	167,486.08	171,673.23	175,965.06
RHODES	LT	161,959.88	165,199.08	168,503.06	193,220.65	198,051.17	203,002.45
SANTIAGO	SGT	142,418.34	145,266.71	148,172.04	151,876.34	155,673.25	159,565.08
STEMLER	CHIEF	191,530.77	195,361.39	200,718.19			
TETTEMER	SGT	142,418.34	145,266.71	148,172.04	151,876.34	155,673.25	159,565.08

	SGT	LT	CAPT	CHIEF
2018	142,418.34	157,055.99	172,559.96	181,187.96
2019	145,266.71	160,197.11	176,011.16	184,811.72
2020	148,172.04	163,401.05	179,531.38	188,507.95
2021	151,876.34	167,486.08	184,019.67	193,220.65
2022	155,673.25	171,673.23	188,620.16	198,051.17
2023	159,565.08	175,965.06	193,335.66	203,002.45

** SALARY ORDINANCE 2020