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11-07

THIS AGREEMENT, made this 20th day of November, 1975,

by and between:

TOWNSHIP OF EWING, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Employer", and NEW JERSEY STATE POLICEMEN'S BENEVOLENT, INC., LOCAL NO. 111, EWING TOWNSHIP, TRENTON, 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 patrolmen of the said Police Department of the Township of Ewing.

NOW THEREFORE, in consideration of these premises 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 employees in the classification of Ewing Township Patrolmen.

Section 1.02

The bargaining unit shall consist of all patrolmen of the Police Department of the Township of Ewing, Mercer County, New Jersey, including

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but not limited to all patrolmen detectives. Should there be a change in Civil Service status of the patrolmen detectives, said patrolmen detectives will remain within the bargaining unit herein defined.

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, 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 N. J. S. A. 40 A: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 the 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 willful interference with the established procedures and policies, against or within the Township of Ewing and that 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.

Section 1.05

This agreement shall be binding upon the parties hereto and their successors.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURES

Section 2.01

Collective bargaining with respect to rates of pay, hours of work or 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 P.B.A., Local #111 and not more than two additional members of the Association shall participate in collective bargaining meetings called for the purpose of negotiations of collective bargaining agreement provided, however, that not more than one person of the above shall be on duty during the course of said negotiations and be excused from said 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 and the State delegate or their designee shall be permitted not more than eight (8) days off without loss of pay to attend the annual P. B. A. State Convention in accordance with the Law. In addition, the State delegate 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 being given to the Chief of Police, to enable the delegate or his designee to attend the regularly scheduled meetings of the State P. B. A.

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 Police Department shall be entitled to receive full payment 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 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) noncumulative sick days per calendar year. In the event any Member is absent for more than twelve (12) days under the terms set forth herein, each day in excess of twelve (12) 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 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. All patrolmen hired by the Township of Ewing after January 1, 1969 shall be entitled to twelve (12) days sick leave for the one year probationary period, and upon completion of said probationary period, said patrolmen shall be entitled to all of the sick leave as defined in paragraphs 1 and 2 above.

4. In order to maintain sick leave records on an annual basis, each Member, upon completion of his probationary period, shall be entitled to a prorated portion of the twelve (12) days sick leave set forth above for the balance of the calendar year.

Section 5. 02 DISABILITY LEAVE

A Member who is disabled by injury incurred in performance of his duties or by illness as a direct result of or arising out of his employment shall be granted leave of absence with full pay for a period not to exceed one year. After the said one year, the employee shall have to use his sick or vacation time for additional time he is out, the employer to receive credit for any workmen's compensation temporary disability payments received by the employee.

Disability leave is defined to mean absence from duty of an employee because of injury incurred in the performance of his duties or by illness as a direct result of or arising out of his employment by reason of which such employee is unable to perform the usual duties of his 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 certifies that said disability prevents the employee from carrying on the normal duties as a police officer.

In the event of a dispute 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.

In the event an injured employee receives temporary disability under workmen'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 full pay but only the difference between the compensation pay and his full pay during that one year period of time.

Section 5.03

In the event any employee is required to enter an area, a 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 not 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 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

ASSOCIATION DUES AND DEDUCTIONS CHECK OFF

Section 6.01

Upon receipt of a lawfully executed written authorization from an employec, the Township of Ewing agrees to deduct the regular monthly Association dues of such employee from his paycheck, and remit such deductions by the tenth (10) 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.

Any employec may, in writing, terminate his or her respective dues deduction authorization as of July 1 or January 1 of each contract year.

Section 6.02

The Association agrees to indemnify and hold the Township harmless against any and all claims, suits, order of judgments brought or issued against the Township as a result of any action by the Township under the provisions of this contract concerning dues and deductions by the Township of Ewing.

ARTICLE VII

HOURS OF EMPLOYMENT

Section 7.01

The normal hours of employment shall not exceed eight (8) consecutive hours in any one day, nor 1912 hours per year.

Section 7.02

In an emergency, each and every employec 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 Revised Ordinances of the Township of Ewing. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor, the Police Chief, or their designated representatives and will not be subject to the grievance procedure.

Section 7.03 OVERTIME

Overtime shall be paid as follows:

1. Overtime for emergency call-back duty shall be paid on a time and a half basis with a two hour minimum.
2. All other overtime shall be paid at the rate of time and a half except overtime referred to in sub-paragraph five (5) hereof with respect to standby alerts, and consistent with the other provisions of this section.
3. All overtime must be approved by the Chief of Police or his designated representative or the Member's immediate supervisor, before it is worked.
4. The first twenty 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 is personally contacted until he is relieved from duty. Standby alert shall be self-cancelling 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 said Member 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 said Member's court cases 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 Ewing Township Police Headquarters to the particular Municipal Court and back to the Ewing Township Police Headquarters shall be compensated as overtime.

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

8. Overtime for Criminal Court appearances shall be paid to off-duty Members beginning fifteen (15) minutes before the subpoena scheduled time and extending fifteen (15) minutes after the certified dismissal time as verified by the trial Prosecutor. Reasonable travel time to and from the aforesaid Criminal Court shall be compensated as overtime.

9. Any member called back to duty after being dismissed therefrom for any purpose whatsoever, other than his normal regular tour of duty, shall

be compensated on an overtime basis, with a minimum of two hours.

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

Section 7.04 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, providing however, reasonable notice be given to the members affected, except in case of emergency.

ARTICLE VIII

RULES AND REGULATIONS

Section 8.01

Proposed modifications, changes, or new rules and regulations will be discussed by the members of the Association and the Police Department prior to formal adoption. The members of the Association may further make recommendations with regard to the aforementioned proposed modifications, changes, or new rules and regulations to the Police Department.

Section 8.02

No member of the Association shall be required to perform such activities as carpentry work, masonry work, or plumbing work without the consent of said Member.

Section 8.03

When a member of the Association is assigned to perform duties of a higher rank for two consecutive tours of duty or more, the employee so assigned shall be paid the higher rate of pay from the time he is so assigned until the completion of his tours of duty in the higher rank.

Section 8.04

The probationary period for all new officers shall be one year.

Section 8.05

All proposed schedules shall be prepared and posted in the ready room at least thirty days in advance.

Section 8.06

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. Wages for the period January 1, 1975 through December 31, 1975 shall be payable as follows:

Patrolmen employed prior to January 1, 1973:

Up to one year	\$11,118.00 per annum
Second year and over	\$11,947.00 per annum
Third year and over	\$12,780.00 per annum
Fourth year and over	\$13,613.00 per annum
Fifth year and over	\$14,555.00 per annum

Patrolmen employed after January 1, 1973:

Up to one year	\$10,533.00 per annum
Second year and over	\$11,118.00 per annum
Third year and over	\$11,947.00 per annum
Fourth year and over	\$12,780.00 per annum
Fifth year and over	\$13,613.00 per annum
Sixth year and over	\$14,555.00 per annum

B. All patrolmen appointed detective shall receive an additional compensation from the date of said appointment in the amount of \$200.00 per annum prorated.

ARTICLE X

HOLIDAYS

Section 10.01

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 thirteen (13) holidays. It is further understood that the members of the Association shall for July 5, 1974, be given a compensatory day off during the term of the within contract, if same has not already been taken.

Section 10.02

The holiday pay is to be paid in two separate and equal checks, the first not later than June 15th, and the second not later than December 15th of the respective year.

ARTICLE XI

FUNERAL LEAVE

Section 11.01

All members of the Association will be allowed the following time off:

a. 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.

b. In the case of death of an Uncle, Aunt, Nephew, Niece, Brother-in-Law, Sister-in-Law, Grandparent of wife, Cousin of first degree, Niece

or Nephew of an Officer's Wife, and Aunt or Uncle of an Officer's Wife, the day of burial only.

Section 11.02

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

Section 11.03

Any member absenting himself shall advise his immediate supervisor of the date or dates he 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

VACATIONS

Section 12.01

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

Patrolmen: 21 working days

Any Member of the Department having served less than twelve (12) months, shall only be entitled to one (1) day per month, or fraction thereof.

ARTICLE XIII

LONGEVITY PAY *** UNIFORM ALLOWANCE

Section 13.01

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 within the Township of Ewing, in accordance with the following schedule:

- a) After ten years of service\$200.00
- b) After fifteen years of service\$400.00
- c) After twenty years of service\$600.00
- d) After twenty-five years of service\$800.00

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid at 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.

Section 13.02

The Township agrees to provide each employee covered by this agreement uniform clothing and related items of a value not to exceed \$350.00 per annum. It is understood of this aforementioned \$350.00 the police officer may at his option use up to \$75.00 toward dry cleaning at a dry cleaning establishment selected by the Township, and said dry cleaning bill is to be forwarded to the Township of Ewing. The Police Department will advise the officer when he reaches the sum of \$75.00.

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

Section 14.01

The Township will provide at the 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:

- (a) Comprehensive Blue Cross
- (b) Blue Shield 750 Plan with Rider J
- (c) Group Major Medical Insurance at least with a \$25,000.00 limit

Section 14.02

The Township recognizes that the employees desire hospitalization and medical insurance through New Jersey State Plan for retired employees and their dependents. The Township will appoint a Committee, three of which will be appointed by the Township Committee, two of which will be appointed by the Policemen's Benevolent Association, Local #111, and one of which shall be appointed by the Superior Officer's Association, to conduct a study with regard to providing hospitalization and medical insurance for retired members of the bargaining unit. In the event that the aforementioned committee recommends to the Township Committee that the Township provide hospitalization and medical insurance for retired employees of the bargaining unit, the aforementioned Township will provide same for all members of the bargaining unit who retired on or after January 1, 1974. This Committee will be formed no later than thirty (30) days following the formal signing of the instant Agreement by the Township and the P. B. A., and this Committee is to report to the Township no later than one hundred and twenty (120) days thereafter.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.01

Any grievance or dispute which may arise between the parties,

including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1 The President, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the President within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) days of its occurrence or within five (5) days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

Step 2 If the grievance has not been settled, it shall be presented in writing to the Captain within five (5) days after the Sergeant's response is due. The Captain will respond to the President in writing within three (3) days. If the grievance is not presented, in writing, in accordance with this stipulation within five (5) days, it shall be deemed abandoned.

Step 3 If the grievance has not been settled, it shall be presented in writing to the Chief of Police within five (5) days after the Captain's response is due. The Chief of Police shall respond to the President in writing within three (3) days. If the grievance is not presented in writing, in accordance with this stipulation within five (5) days, it shall be deemed abandoned.

Step 4 If the grievance shall remain unadjusted, it shall be presented to the Township Committee in writing within seven (7) days after the response from the Chief of Police. The Township Committee shall respond in writing within five (5) days.

Step 5 If the grievance is still unsettled, the Association may, within fifteen (15) days after the reply of the Township Committee,

request arbitration. In the event the arbitration is not requested within fifteen (15) 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 or the Public Employees Relation Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The Association shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The aforesaid arbitration shall be binding upon the parties, only in cases of discharge. 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, 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 Employer 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 this agreement. The arbitrators shall have no power to add to or subtract from or modify any of the terms of this agreement.

ARTICLE XVI

TERM

Section 16.01

This agreement shall be effective as of the first day of January, 1975, retroactive, and shall remain in full force and effect until midnight December 31, 1975.

Negotiations concerning renewal or replacement hereof for the year 1976 shall commence no later than November 15, 1975 by and between the parties hereto by notice by either party served, regular mail, upon the other.

ARTICLE XVII

INDEMNIFICATION

Section 17.01

Employer shall keep in full force and effect a policy of liability insurance coverage covering each and every member and provide to the Association satisfactory assurance of said policy of insurance being in effect. Said policy shall continue with the liability limits and amounts as existing on the date of the execution hereof.

Section 17.02

The Employer shall, at no cost to the Member, repair or replace at the Employer's option any personal property, uniform, clothing or equipment, limited to personal equipment or property of the Member damaged or broken as a result of the activities of the Member in the line of duty as a Ewing Township Police Officer. It shall be the responsibility of the Member to provide sufficient and adequate verification of said loss or damage and value of his loss or damaged goods, as soon as possible after said loss or damage occurs.

ARTICLE XVIII

REPRESENTATION OF MEMBERS

Section 18.01

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

ARTICLE XIX
RETROACTIVITY

Section 19.01

All rights, privileges, benefits, salaries, duties and obligations herein shall be in force nunc pro tunc and retroactive to January 1, 1975.

ARTICLE XX
DEATH BENEFITS

Section 20.01

In the event of a death of an active member of the Association, his unused vacation and holiday pay is to be paid to his heirs or next of kin on a prorated basis.

ARTICLE XXI

Section 21.01

It is agreed between the parties hereto that the Association will petition PERC for a determination with regard to whether dispatcher, James C. Jobst, should be a member of this bargaining unit.

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 a final determination as to its validity, such provision shall be in-operative but all other provisions shall not be affected thereby and shall continue in full force and effect.

