

THIS DOES NOT
CIRCULATE

COPY FOR APPROVAL

AGREEMENT

AGREEMENT, dated the 20th day of December, 1977,
by and between EAST WINDSOR TOWNSHIP, a municipal corporation of
the State of New Jersey, hereinafter referred to as "Employer"
or the "Township", and the NEW JERSEY PATROLMEN'S BENEVOLENT
ASSOCIATION, INC., LOCAL 191, hereinafter referred to as the "Local"

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

NOW, THEREFORE, WITNESS:

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

ARTICLE ONE

INTERPRETATION AND RECOGNITION

A. Interpretation

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

B. Recognition of Bargaining Unit

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

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

LAW OFFICES
BEN. GOLDBERG
& BERMAN

PROFESSIONAL CORPORATION

LIBRARY
Institute of Management and
Labor Relations

SEP 20 1978

RECEIVED

1978-1980

C. Binding Agreement

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

ARTICLE TWO

DURATION OF AGREEMENT

A. Duration of Agreement

This Agreement shall be in full force and effect from January 1, 1978 until midnight December 31, 1980.

B. Modification and Successor Agreements

The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms or provisions of this Agreement shall commence on September 16, 1980. In the event no successor agreement is completed, ratified and executed before December 31, 1980, the present Agreement will continue in force until said successor agreement has been ratified and executed.

ARTICLE THREE

MANAGEMENT RIGHTS

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

ARTICLE FOUR

COLLECTIVE BARGAINING PROCEDURE

A. Recognition of Collective Bargaining and Designated Parties

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

B. Scheduling of Collective Bargaining Meetings

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. Whenever members of the bargaining unit (whether agent or designee or designees) are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, such member, agent, designee or designees will not be assigned to other duties but shall receive his regular pay.

ARTICLE FIVE

NON DISCRIMINATION

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

ARTICLE SIX

STRIKES

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

ARTICLE SEVEN

SICK LEAVE

A. Accumulative

All employees shall be entitled to fifteen (15) sick leave days each year. Unused sick leave days shall be accumulated from year to year with a maximum limit of 225 days for the calendar year 1978. In calendar year 1979 and thereafter sick leave may be accumulated to a total of 250 days.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days on or about February 1, 1978 or as soon thereafter as practicable.

C. Payment on Termination

Upon termination of employment under honorable circumstances, any employee shall be entitled to receive as accumulated sick leave pay an amount equal to:

fifteen (15) percentum of his accumulated sick leave if termination occurs during calendar year 1979; and

twenty (20) percentum of his accumulated sick leave if termination occurs during calendar year 1980.

Such payment shall be at the respective rates of pay in effect at termination but in no event shall such payment exceed Five Thousand (\$5,000.00) Dollars.

Any employee intending to retire shall give written notice to the Township Director of Finance during the fiscal year prior to the fiscal year in which he wishes to retire.

ARTICLE EIGHT

SPECIAL LEAVES

A. Types of Leave

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay during the calendar year:

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

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

B. In Addition to Sick Leave

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

ARTICLE NINE

INSURANCE PROTECTION

A. Full Health-Care Coverage

The "Township" shall provide the health-care and life insurance protection designated below for the calendar year. The "Township" shall pay the full premium for each employee (active or retired) and in cases where appropriate, for family plan coverage.

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

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

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

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

B. Dental-Care Coverage

LWS
(Signature)
The "Township" shall pay fifty per centum (50%) of the monthly premium of dental-care insurance for each employee (and for his or her family where appropriate) for the life of of this Agreement. The aforesaid monthly payment shall be paid by the "Township" to a dental care program selected by the "Township" and the "Local" in accordance with the payment schedule so designated by the master policy and provisions of said program.

C. The Director of Finance shall annually examine all policies in effect under this Article to insure that every employee is afforded the full coverage described in this Article.

ARTICLE TEN

EMPLOYEE FACILITIES, EQUIPMENT AND UNIFORMS

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

ARTICLE ELEVEN

GRIEVANCE PROCEDURES

A. Definition of Grievance

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

B. Purpose

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

C. Limitation

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

D. Period for Filing of Grievance

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

E. Procedure

Level 1: "Local" Grievance Committee.

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

Level 2: Chief of Police.

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

Level 3: Township Manager

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

Level 4: Arbitration

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

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

F. Extensions and Modifications

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

G. Meetings and Hearings

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

ARTICLE TWELVE

HOLIDAYS

The employees covered by this Agreement shall receive twelve (12) holidays for the calendar years 1978 and 1979 and thirteen (13) holidays for the calendar year 1980.

The chief of Police shall determine manpower requirements for holidays. At the Chief's direction, division commanders shall assign employees to holiday duty on an equitable rotating basis. Employees required to work on holidays shall receive one and one half times their regular rate of pay plus another day off, to be used upon application to and approval by the Chief of Police.

ARTICLE THIRTEEN

VACATIONS AND VACATION PAY

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

a. All employees shall be entitled to two (2) weeks, the number of days in said weeks to be based upon the work week schedule in effect on January 1, 1978.

b. Employees employed by the "Township" for 60 months or more but less than 109 months shall be entitled to an additional week of paid vacation for the year, thus totalling three (3) weeks paid vacation per year for such employees.

c. Employees employed by the "Township" for 109 months or more shall be entitled to an additional week of paid vacation (additional to the amount as set forth in subparagraph (b) above) resulting in a total of four (4) weeks of paid vacation per year for such employees.

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

| <u>Anniversary Date as to accrual of benefits falls in:</u> | <u>Additional Vacation Days as per Sub- paragraph (b)</u> | <u>Additional Vaca- tion Day as per Subparagraph (c)</u> |
|---|---|--|
| January | 5 | 5 |
| February | 5 | 5 |
| March | 5 | 5 |

| | | |
|-----------|---|---|
| April | 4 | 4 |
| May | 4 | 4 |
| June | 3 | 3 |
| July | 3 | 3 |
| August | 2 | 2 |
| September | 2 | 2 |
| October | 1 | 1 |
| November | 1 | 1 |
| December | 1 | 1 |

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

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

4. In addition to the above schedule, each employee shall have one (1) additional vacation day during the year beginning January 1979 and a second such day during the year beginning January 1, 1980.

5. During calendar year 1978 employees shall be allowed to carry over up to twenty (20) vacation days from one calendar year to the next. Thereafter, up to twenty-five (25) days may be carried over.

B. Vacation Period

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

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

C. Payment of Vacation Pay

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

2. Vacation pay may be paid to the employee at his option in advance of his declared vacation period pursuant to the procedures set forth in the Township Personnel Code.

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

ARTICLE FOURTEEN

A. Salaries

Salaries for the calendar years 1978-80 inclusive shall be as follows:

| <u>Calendar 1978</u> | A | B | C | D |
|----------------------|-------------|-------------|-------------|-------------|
| 3P | \$14,300.00 | \$15,400.00 | \$16,600.00 | \$17,800.00 |
| 4P | \$19,400.00 | | | |
| <u>Calendar 1979</u> | | | | |
| 3P | \$14,600.00 | \$15,800.00 | \$17,300.00 | \$18,700.00 |
| 4P | \$20,600.00 | | | |
| <u>Calendar 1980</u> | | | | |
| 3P | \$15,000.00 | \$16,400.00 | \$18,100.00 | \$20,000.00 |
| 4P | \$21,900.00 | | | |

Portions of salaries in excess of that authorized by the previous year's salary ordinance shall be paid to the employee retroactively to January 1 of each year after passage of the salary ordinance authorizing such increase for that year.

B. Educational Bonus

Any employee receiving an AAS or higher degree after January 1, 1980 in a law-enforcement related field shall receive a single lump sum payment of five hundred (\$500.00) dollars for each degree obtained upon presenting proof of his being awarded such degree. It is agreed and understood that any employee intending to apply for such bonus shall apply to the Chief of Police for a determination that his course of study is law-enforcement related. The Chief may make such a determination in writing at any time the employee requests same. Anyone wishing to obtain a bonus in a particular year must give notice to the finance office during the fiscal year preceding that in which he wishes to receive the bonus.

C. Reimbursement Payments

The Township finance office shall insure that non-taxable reimbursement payments made to employees shall be clearly delineated so as to avoid unnecessary payment of taxes by the employee.

ARTICLE FIFTEEN

LONGEVITY

A. Longevity Schedule

The parties hereto recognize the policy of duly compensating those employees who have served the "Township" over a lengthy period of years. Such policy recognizing such longevity shall continue in accordance with the following schedule for the term of this agreement.

| <u>Months of Service Completed</u> | <u>Longevity Compensation In Addition to Fixed Salary</u> |
|------------------------------------|---|
| 60 months to 108 months | \$275 |
| 109 months to 168 months | \$550 |
| 169 months to 228 months | \$750 |
| 229 months and over | \$1,000 |

In no event shall any employee who received longevity compensation during calendar 1977 receive a lesser amount of such compensation in any year thereafter.

B. Qualification for Longevity and Payment of Same

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

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

ARTICLE SIXTEEN

OVERTIME AND COMPENSATORY
TIME

A. Definitions

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

2. Call-back - An order to return to duty at a time when an employee would not otherwise be scheduled for duty. Such order shall only be issued by the Chief of Police or by an officer to whom specific authority has been delegated by the Chief to issue such an order.

3. Compensatory Time - Any time worked as overtime may be taken instead as compensatory time pursuant to Section D of this Article.

B. Qualification for Overtime and Rate of Compensation

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

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

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

rate of two times his regular salary. This provision shall not be in effect during emergencies of over one day's duration duly declared by the Chief of Police.

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

C. Payment of Overtime

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

D. Compensatory Time

Each employee shall be entitled to designate up to five days in overtime hours worked as compensatory time during the period 1 January - 30 June and an additional five days during the period 1 July - 31 December of any year. Such designation shall be made within 48 hours of the completion of the particular overtime hour(s) to be designated as compensatory time. Each employee can accumulate up to five days of compensatory time during each of said six-month periods. Scheduling of use of accrued compensatory time shall be upon application to and approval by the Chief of Police.

At the end of each such six-month period the Chief of Police shall certify to the Director of Finance the unused compensatory time hours of each employee and each employee should receive payment for said unused compensatory time during the first pay period following the end of the said six-month period. Said check shall be at one and one half times the employee's regular hourly rate of pay.

ARTICLE SEVENTEEN
EXTRA DUTY

A. Definition of Extra Duty

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

B. Assignment of Extra Duty

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

C. Payment of Extra Wages

1. All employees covered by this Agreement and who shall perform an extra duty assignment shall be paid at the hourly rate of \$10.50 per hour with a minimum of two hours compensation per each extra duty assignment regardless of whether or not said employee shall work such entire two-hour period

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

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

ARTICLE EIGHTEEN

CLOTHING AND SHOE MAINTENANCE ALLOWANCE

A. Qualification for Allowance and Amount of Allowance

Each employee shall receive a clothing and shoe maintenance allowance of \$275.00 for the calendar year 1978. In calendar year 1979 the said allowance shall be \$300.00 and in calendar year 1980 \$325.00.

B. Payment of Allowance

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

C. Miscellaneous

1. Civilian clothing that is damaged in the line of duty shall be replaced after the filing of a written report by the employee and inspection by the Chief or his designee. The replacement shall be made by such employee and he shall be reimbursed by the "Township" within forty-five (45) days from the day he submits a voucher to the Finance Office. WST

ARTICLE NINETEEN

DETECTIVES

A. Clothing and Shoe Maintenance Allowance.

1. Each employee as a detective shall receive a purchasing allowance of \$40.00 per month which shall be in addition to the regular clothing and shoe maintenance allowance as set forth in Article Eighteen of this Agreement. Such payments shall be made twice per year, the first covering the first six months of the year, to be paid during the first pay period in January; the second, covering the second six months of the year, to be paid during the first pay period in July.

ARTICLE TWENTY

WORK WEEK AND PROCEDURES

A. Regular Work Week

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

B. Change in Work Schedule

The preparation of the work schedule and the assignment of employees to such schedules is recognized as the prerogative of the "Township". Nevertheless, it is agreed that the "Township" shall give an employee five (5) days notice of any change in his regular work shift and shall state to the employee the reasons necessitating such change.

The "Township" shall not reschedule any employee from his regular work shift primarily for the purpose of minimizing and/or circumventing that employee's overtime. It is also understood that short swings shall be avoided in all but emergency situations.

ARTICLE TWENTY-ONE

FALSE ARREST INSURANCE

Effective as of the date of the execution of this Agreement, the "Township" shall purchase and maintain insurance coverage on behalf of each employee against any expenses incurred in any proceeding against such employee arising out of or incidental to the performance of his duties as a member of the Police Department of East Windsor. Such insurance coverage shall include indemnification against any compensatory damages awarded to any person in any such proceeding against such employee. Additionally, the "Township" shall indemnify said employee for all costs and awards of compensatory damages beyond the coverage limitations of said insurance.

ARTICLE TWENTY-TWO

CHECK-OFF

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

ARTICLE TWENTY-THREE

BULLETIN BOARDS

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

ARTICLE TWENTY-FOUR

PATROLMEN'S BENEVOLENT ASSOCIATION STATE MEETINGS

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

ARTICLE TWENTY-FIVE

MUTUAL RECOGNITION OF EXISTING OBLIGATIONS AND
CONDITIONS

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

ARTICLE TWENTY-SIX

SAVINGS CLAUSE

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

provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the "Township" and the "Association" on the _____ day of _____, 1977.

ATTEST:

Elizabeth M. Nolan

Signed, Sealed & Delivered
in the presence of:

John F. Fioin

EAST WINDSOR TOWNSHIP

By *W. J. [Signature]*

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

Charles A. Henry III