

**RESOLUTION R2016-009**

**EAST WINDSOR TOWNSHIP  
MERCER COUNTY**

**WHEREAS**, as a result of negotiations, the East Windsor Policeman's Benevolent Association Local No. 191 and the Township of East Windsor have reached agreement on the terms and conditions of employment; and

**WHEREAS**, the Township Council has reviewed the attached Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey, as follows:

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute the attached Agreement between the Township of East Windsor, County of Mercer, and the New Jersey State Policemen's Benevolent Association Local No. 191 effective January 1, 2013 expiring December 31, 2016.
2. A copy of the said agreement will be available for public inspection in the Office of the Municipal Clerk.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the East Windsor Township Council at a meeting held on January 12, 2016.



Gretchen McCarthy  
Municipal Clerk

**AGREEMENT**

**Between**

**TOWNSHIP OF EAST WINDSOR  
COUNTY OF MERCER**

**and**

**NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION  
LOCAL #191**

**JANUARY 1, 2013  
through  
DECEMBER 31, 2016**

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## AGREEMENT

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Township of East Windsor, in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township", and the New Jersey State Policemen's Benevolent Association, Local #191, hereinafter referred to as the "Association", represents the complete and final understanding on all bargainable issues between the Township and the Association.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

A. Except, and only to the extent that specific provisions of the Agreement provide otherwise, it is hereby mutually agreed that the Township has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Township shall include, but not be limited to, the right:

1. to determine the organization of the Department;
2. to determine and change the purpose and extent of each of its constituent units and divisions;
3. to exercise control and discretion over the organization and efficiency of operations of the Department;
4. to set standards for service to be offered to the public;
5. to direct the employees of the Department, including the right to assign work and overtime;
6. to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees in positions within the Department;
7. to suspend, demote, discharge, or take other disciplinary action against employees for proper cause;
8. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or for other reasons;
9. to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided, or purchased;
10. to establish, modify, combine or abolish job positions or classifications;
11. to change or eliminate existing methods of operation, equipment or facilities;
12. to establish, implement and maintain an effective internal security program;
13. to contract or subcontract out work; and to use non-sworn personnel in any lawful manner.

B. Those inherent managerial functions, prerogatives and policy making rights whether listed above or not which the Township has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly subject to the grievance and arbitration procedures contained herein. This shall not limit the parties' right to a determination concerning contractual or legal limits on management's right.

**ARTICLE IV**  
**NON-DISCRIMINATION**

- A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
  
- B. The Township and the Association agree that all police officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.
  
- C. The Township recognizes that employees have legal rights during internal investigations and will not interfere with their attempts to exercise those rights. All legal rights enjoyed by citizens will be observed by the Township during criminal investigations involving employees.

**ARTICLE VI**  
**SICK LEAVE**

- A. (1) All permanent full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one hundred twenty (120) hours per year.
- (2) Any employee covered by this Agreement hired after January 1 of any calendar year shall receive sick leave on a prorated monthly basis for the remainder of that calendar year, and one hundred twenty (120) hours for each full calendar year thereafter.
- B. Any amount of sick leave not used in any calendar year shall accumulate to the employees credit from year to year to be used if and when needed for such purpose, with a maximum limit of two thousand (2000) hours.
- C. Sick leave may be taken in the event of personal illness or illness in the employee's immediate family or household that requires attendance by the employee, observance of quarantine, or as a result of a disabling injury. For purposes of sick leave, immediate family shall include parent, spouse or child of the employee, or relatives residing in the employee's household. Sick leave may not be used to extend a holiday or vacation.
- D. Any employee who shall be absent from work for five (5) or more consecutive working days for sick leave shall be required to submit acceptable medical evidence substantiating the illness.
- E. In order to receive compensation while absent on sick leave, an employee shall report his/her absence at least one (1) hour prior to the start of his/her shift, where possible, except where emergent circumstances prevent the employee from doing so.
- F. Abuse of sick leave shall be cause for disciplinary action.
- G. Employees shall be given a written accounting of accumulated sick leave days on or about February 1 of each year, or as soon thereafter as practicable.
- H. Any employee who leaves work as a result of illness shall be credited with time actually worked and charged with sick leave for time not worked.

**ARTICLE VII**  
**TERMINAL LEAVE**

(continued)

- C. (1) In the event that an employee elects to defer payment of accrued hours of sick leave, said employee must notify the Finance Director prior to filing for retirement. Each retiree must withdraw all money deferred by him/her not later than three (3) years from the date of their retirement. There shall be a maximum of nine (9) withdrawals. The Finance Director shall be notified thirty (30) days prior to each withdrawal. The retiree will be responsible for payment of taxes on all money withdrawn from the deferred payment program. A 1099 tax form will be provided to all retirees who participate in the deferred payment program.
- D. (1) Any payment due under this article shall be made to the employee's/retiree's estate upon their death.



**ARTICLE IX**  
**LEAVES OF ABSENCE**

A. Other leaves of absence with pay or without pay may be granted by the Township in accordance with applicable New Jersey and federal laws including the Family Leave Act N.J.S.A. 34:11B-1 et seq., and the Family Medical Leave Act, 29 U.S.C. Section 2601, et seq., as each may be applicable.

B. Other leaves of absence with pay or without pay may be granted by the Township for good reason. Such leave of absence shall not be unreasonably or arbitrarily denied.

**ARTICLE X**  
**INSURANCE PROTECTION**

(continued)

- B. Effective June 1, 2010, the Township shall offer the following plans to all permanent employees and eligible dependents as well as to eligible retired employees to the extent provided by the State Health Benefit Program. Until the new State Health Benefit plan is offered, the Horizon plan in place immediately before June 1, 2010 will apply.
1. State Health Benefit Program NJDirect 10 Plan.
  2. A \$500.00 per year maximum per family cost to the employee shall apply
  3. Employees shall contribute 1.5% of base salary towards premium, commencing May 21, 2010. New employees hired after January 1, 2010 shall pay an *additional* 0.5% of base salary towards premium for a total of 2.0% of base salary toward premium. New employees hired after May 21, 2010 shall pay 1.5% of pension towards premium upon retirement.
  4. Prescription Plan: State Health Benefit Program Employee Prescription Drug Plan with co-pays as follows: \$3.00 generic, \$10.00 brand name, \$5.00/\$15.00 Mail Order (90 day supply) and NJ Direct Prescription Plan for new retirees.

**ARTICLE XI**

**EMPLOYEE FACILITIES, EQUIPMENT & UNIFORM**

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

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

(continued)

Step Three: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Manager within ten (10) business days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

- E. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F. Upon prior notice to and authorization of the Chief of Police, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of East Windsor Police Department or require the recall of off-duty employees.
- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the

**ARTICLE XIII**  
**HOLIDAYS AND**  
**HOLIDAY PAY**

- A. All employees covered by this agreement shall received one-hundred twenty (120) hours of holiday pay at their regular hourly rate to be included in the employees annual base pay. This holiday pay will be paid as part of the employee's regular bi-weekly base pay and will be equally distributed over the twenty-six (26) annual pay periods. This amount shall be included as creditable compensation for purposes of the Police and Firemen's Retirement System. Appropriate deductions, including those for pension, shall be taken from this amount. These one-hundred twenty (120) hours of pay shall be in lieu of other compensation and time off for any holidays each year.
- B. This one-hundred twenty (120) hours of holiday pay will be paid on a prorated hourly basis. Upon termination of employment an employee will not be required to repay any portion of this holiday pay and has no claim to additional holiday compensation based on their date of termination.

**ARTICLE XV**  
**VACATION AND VACATION PAY**

- A. 1. All employees shall be entitled to the following hours of paid vacation for the calendar year:
- a. All employees shall be entitled to ninety-six (96) hours of paid vacation based upon the work week schedule in effect on January 1, 1996.
  - b. Employees employed by the Township for sixty (60) months or more, but less than one hundred nine (109) months, shall be entitled to one hundred thirty-six (136) hours paid vacation for such employees.
  - c. Employees employed by the Township for one hundred nine (109) months or more, but less than one hundred sixty-nine (169) months, shall be entitled to one hundred seventy-six (176) hours of paid vacation for such employees.
  - d. Employees employed by the Township for one hundred sixty-nine (169) months or more, but less than two hundred twenty-nine (229) months shall be entitled to two hundred sixteen (216) hours of paid vacation for such employees.
  - e. Employees employed by the Township for two hundred twenty-nine (229) months or more, but less than two hundred eighty-nine (289) months, shall be entitled to two hundred thirty-two (232) hours of paid vacation for such employees.
  - f. Employees employed by the Township for two hundred eighty-nine (289) months or more shall be entitled to two hundred forty-eight (248) hours of paid vacation for such employees.
  - g. Employees whose anniversary date falls in January, February or March shall be entitled to one hundred (100%) percent of the increase in vacation hours as listed in subparagraphs b, c, d, e and f; employees whose anniversary date falls in either April or May shall be entitled to eighty (80%) percent of the increase in vacation hours; employees whose anniversary date falls in June or July shall be entitled to sixty (60%) percent of the increase in vacation hours; employees whose anniversary date falls in August or September shall be entitled to forty (40%) percent of the increase in vacation hours; and employees whose anniversary date falls in October, November or December shall be entitled to twenty (20%) percent of the increase in vacation hours. The percentage applies only during the year in which the new step is reached.
2. Employees who terminate service will be paid accumulated vacation benefits on the last day of employment prorated to date of termination. If termination occurs during the last quarter of any calendar year and funds are insufficient to provide for payment of all or part of the accumulated vacation leave, then the Township may provide for payment of the remaining balance of accumulated vacation leave for which funds are insufficient on the first regular payroll date in the following calendar year.

**ARTICLE XVI**  
**RATES OF PAY**

A. 1. Effective January 1, 2013, the rates of pay for all bargaining unit employees hired before December 31, 2009 shall be as follows:

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>HOURLY</u>
Patrolman-A	\$73,239.19	\$35.21
Patrolman-B	\$77,098.84	\$37.06
Patrolman-C	\$81,159.98	\$39.01
Patrolman-D	\$85,428.68	\$41.07
Patrolman-E	\$89,426.20	\$42.99
Patrolman-F	\$94,691.03	\$45.52
Sergeant	\$109,174.84	\$52.49

2. Effective January 1, 2014, the rates of pay for all bargaining unit employees hired before December 31, 2009 shall be as follows:

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>HOURLY</u>
Patrolman-A	\$74,154.68	\$35.65
Patrolman-B	\$78,062.57	\$37.53
Patrolman-C	\$82,174.47	\$39.50
Patrolman-D	\$86,496.53	\$41.58
Patrolman-E	\$91,050.28	\$43.77
Patrolman-F	\$95,874.66	\$46.09
Sergeant	\$110,539.52	\$53.14

3. Effective January 1, 2015, the rates of pay for all bargaining unit employees hired before December 31, 2009 shall be as follows:

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>HOURLY</u>
Patrolman-A	\$75,081.61	\$36.09
Patrolman-B	\$79,038.36	\$38.00
Patrolman-C	\$83,201.66	\$40.00
Patrolman-D	\$87,577.74	\$42.10
Patrolman-E	\$92,188.41	\$44.32
Patrolman-F	\$97,073.10	\$46.67
Sergeant	\$111,921.27	\$53.80

**ARTICLE XVI**  
**RATES OF PAY**

(continued)

3. New employees hired after January 1, 2010 shall be governed by the following new step system for 2015:

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>HOURLY</u>
Patrolman-A	\$61,681.41	\$29.65
Patrolman-B	\$75,081.61	\$36.10
Patrolman-C	\$79,480.53	\$38.21
Patrolman-D	\$83,878.41	\$40.33
Patrolman-E	\$88,277.33	\$42.44
Patrolman-F	\$92,675.21	\$44.56
Patrolman-G	\$97,073.10	\$46.67
Sergeant	\$111,921.27	\$53.81

4. New employees hired after January 1, 2010 shall be governed by the following new step system for 2016:

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>HOURLY</u>
Patrolman-A	\$62,452.43	\$30.03
Patrolman-B	\$76,020.13	\$36.55
Patrolman-C	\$80,474.04	\$38.69
Patrolman-D	\$84,926.89	\$40.83
Patrolman-E	\$89,380.80	\$42.97
Patrolman-F	\$93,833.65	\$45.11
Patrolman-G	\$98,286.51	\$47.25
Sergeant	\$113,320.28	\$54.48

C. The hourly rates contained herein are established solely for the purposes of overtime and extra duty and shall apply solely to the payment of overtime and special duty and for no other purposes.



**ARTICLE XVII**  
**EDUCATION INCENTIVE**  
**(continued)**

1. The employee must have been an employee of the Township for at least two (2) years.
2. Notification to attend the program must be made in writing to the Chief of Police.

Such notification shall contain the estimated cost of the program, per semester, and certification that the course of study leads to a degree.

3. For reimbursement of the cost of any course, the employee must complete the course with a grade of "C" or better, or satisfactorily complete the course if the course is ungraded.

4. Reimbursement of costs shall be made within sixty (60) days upon proof of completion as required in paragraph 3.

D. 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 XIX**  
**OVERTIME AND COMPENSATORY TIME**

A. Definitions

1. Overtime - Any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or 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 of Police to issue such an order.

B. 1. All employees covered by this Agreement shall be paid one and one-half (1 1/2) 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

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. 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. a. In the event there is a call-back to duty during a period when the employee is not scheduled to work, said employee shall be paid in accordance with the following schedule:

(1) If the employee works two (2) hours or less, two (2) hours overtime pay.

(2) If the employee works more than two (2) hours but less than four (4) hours, four (4) hours overtime pay.

(3) If the employee works four (4) hours or more, overtime pay for the actual hours worked.

(4) If the call-back occurs between 11 P.M. and 7 A.M., four (4) hours overtime pay or overtime pay for the actual hours worked, whichever is more.

(5) If the employee is called back from vacation or holiday leave, four (4) hours pay or pay for actual time worked, whichever is more, at the rate of two (2) times the employee's normal rate.

**ARTICLE XIX**  
**OVERTIME AND COMPENSATORY TIME**

(continued)

3. The association recognizes that it may not be always possible to grant compensatory time off to employees who have accrued the compensatory time. The Township shall make every reasonable effort to allow the employee to use such compensatory time, provided that the use of such compensatory time does not increase the costs to the Township by way of overtime costs. However, if the Township is unable to grant the use of the compensatory time off to the employee, then that portion of the unused compensatory time shall revert back to pay at one and one-half (1 1/2) times the employee's respective straight time rate. Scheduling of use of accrued compensatory time shall be upon application of the employee, and approved by the Chief of Police, in his discretion.

**ARTICLE XXI**  
**CLOTHING AND SHOE MAINTENANCE**

A. Each employee covered under this collective bargaining agreement shall receive a clothing and shoe maintenance allowance of \$1,386.00 for 2013, 2014, 2015 and 2016.

B. The stipend allocated for clothing and shoe maintenance shall be distributed to each employee during the month of January.

C. 1. Employees shall be reimbursed by the Township for civilian clothing and any personal equipment, including but not limited to glasses, contact lenses, flashlights, watches, damaged or lost within the line of duty at the replacement or repair cost not to exceed \$250.00.

2. If the Township requires an employee to purchase his own ballistic body armor, and said ballistic body armor is approved by the Chief of Police or his designee for use on duty, the Township shall reimburse the employee for damage or loss within the line of duty at the replacement or repair cost.

3. The replacement or repair shall be made by said employee and he shall be reimbursed by the Township within forty-five (45) days of the submission of a voucher to the Finance Office.

D. If an employee terminates employment with the Township between annual payments of the clothing and shoe maintenance allowance, other than by retirement, a prorated share of the payment last made will be deducted from that employee's payment of termination pay and benefits. Retirement shall mean any form of retirement recognized by the New Jersey Police and Firemen's Retirement Fund, except deferred retirement and non-service connected disability retirement.

**ARTICLE XXIII**  
**SICK LEAVE BUY BACK**

A. Employees having accumulated eighty (80) hours or more of their one hundred and twenty (120) hours of sick leave credited for that year will have the option to be paid for all of, or part of, the eighty (80) hours, at the employees regular straight time hourly rate. The below schedules will be used to calculate eligibility for 2015 and 2016 of this agreement. To qualify, the employee must have a minimum of two hundred (200) hours of accrued sick leave in the employee's carry over. Any of the hours that the employee is not paid for shall be placed in the employee's sick leave carry over, up to a maximum of two thousand (2000) hours. Any employee wishing to exercise this sick leave option must notify the Chief of Police, in writing, prior to December 1st of the year in which the requirements have been met. Any decision to exercise this option after December 1st of the calendar year in which the requirements have been met, shall not be recognized. Upon approval of the Chief of Police, payment for said option shall be made in the first pay period in the month of January of the following year. Approval for payment shall not be unreasonably denied.

**2015:**

**Sick Leave Used: Maximum # of Eligible Hours:**

0-16	80
17-24	60
25-40	40

**2016:**

**Sick Leave Used: Maximum # of Eligible Hours:**

0-16	60
17-24	40

B. Employees qualify for the sick leave buy back option if not more than the specified maximum number of eligible hours are used in the qualifying year. Requirements and payment would continue as stated in paragraph A of this article.

C. Any employee who attains a perfect attendance record in any calendar year will receive six hundred and fifty (\$650.00) dollars awarded in a lump sum payment, during the first pay period of January of the following year. The attendance record will be considered perfect if the only absences are due to injury or disability incurred while on duty, vacation, holidays, personal days and bereavement days.

D. Sections A and B, Sick Leave Buy Back, shall not apply to any new employees hired after January 1, 2010.

E. At the conclusion of this Agreement, and prior to a successor Agreement, the 2015 "Sick Leave Used" and "Maximum # of Eligible Hours" schedule will be used to calculate the benefits provided under Article XXIII, Sick Leave Buy Back.

**ARTICLE XXV**

**FUNERAL EXPENSES**

A. In the event that an employee is killed in the line of duty, or dies from injuries sustained while in the performance of his legally authorized and sworn duty, the Township shall immediately pay the sum of three thousand five hundred (\$3,500.00) dollars toward the funeral and connected expenses to his/her beneficiary and/or estate, regardless of amounts paid from other collateral sources.

**ARTICLE XXVII**  
**FALSE ARREST INSURANCE**

A. 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 XXVIII**  
**DUES DEDUCTION AND AGENCY SHOP**

(continued)

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wage, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. The Association shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deductions.



**ARTICLE XXX**  
**POLICEMEN'S BENEVOLENT ASSOCIATION STATE MEETINGS**  
**CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME**  
**POLICEMEN'S BENEVOLENT ASSOCIATION FACILITIES**

A. The Executive Delegate and the President of the Association or their designee shall be granted leave from duty with full pay for all meetings of the P.B.A. 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.

B. The Executive Delegate and the President of the Association or their designee shall be granted leave from duty with full pay to attend any State or International Convention of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 40A:14-177.

C. If such leave occurs at a time where overtime pay would have to be paid to allow the President of the Association or his designee to attend any of the meetings indicated in Section A above, the Chief of Police may, at his discretion, decline to grant such leave to the President or his designee.

D. "Reasonable notice" as defined herein shall mean at least seventy-two (72) hours, unless an emergency meeting is called where such notice can not be given.

E. The Association President or other Association officials shall have reasonable time off during working hours to type letters, make telephone calls and conduct union business without loss of pay. Such time off shall be approved by the Association's official's supervisor, and shall not be denied without just cause. The Township shall provide the Association "office space" (similar to the first aid office currently supplied) which shall contain a desk, telephone and typewriter, to conduct union business. No personal business is to be conducted while utilizing the aforementioned facilities.

F. If a grievance, or potential grievance, is the subject of such business, employees who are subject of a grievance or potential grievance shall likewise have reasonable time off, without loss of pay, during working hours to confer with the President or his authorized representative, upon approval of the shift supervisor. Such approval shall not be denied without just cause.

**ARTICLE XXXII**

**SENIORITY**

A. For the purpose of determining the amount of vacation and longevity payments due an employee covered under this Agreement, seniority shall include employment with the Township plus previous full-time continuous employment in law enforcement related duties within the State of New Jersey. For all other purposes, seniority shall mean time of employment with the Township without regard to prior service.

**ARTICLE XXXIV**  
**PERSONNEL FILES**

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records, and shall be maintained in the Office of the Chief of Police, and may be used for evaluation purposes.

B. Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based upon any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant. Complaints will be deemed removed after one (1) year for disciplinary purposes, but will be deemed retained solely for penalty evaluation purposes. In the event of unsubstantiated complaints, the complaint will not go into the personnel file. Any dispute arising out of this decision is grievable.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Force shall subject that member to appropriate disciplinary action.

**ARTICLE XXXVI**  
**INJURY LEAVE**

A. 1. In the event an employee becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year, provided all conditions of this Section A are met.

2. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township of such advanced time.

3. When an employee is granted either "conditional injury leave" or "injury leave", the Township's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability or his/her payment received from other sources provided by the Township. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his or her entire salary payment, or the Township shall pay the difference.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the Insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the Insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

**ARTICLE XXXVII**  
**BILL OF RIGHTS**

In order to safeguard fundamental rights for law enforcement officers employed by the Township of East Windsor, it is agreed that:

1. Except when on duty or acting in his official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his position as a law enforcement officer is not used in any way, directly or indirectly, while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any member of the East Windsor Township Police Department whose primary duties and responsibilities are the enforcement of the laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens; and is empowered by State statute to act for the arrest, detention and conviction of persons violating the laws. It is understood that a police officer will not engage in any political activity which requires a signature or donation or any other action which would indicate compliance with the officer's request in the municipality in which he is employed, nor shall he/she engage in any political activity or hold any public office which would violate the statutory or common law of New Jersey.

2. Whenever a law enforcement officer has received notice that he/she is under formal investigation for alleged malfeasance, misfeasance, nonfeasance of official duty with a view to possible disciplinary action, demotion, dismissal or criminal charges, the following minimum standards shall apply:

a. Any formal interrogation of a law enforcement officer, whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officer's home unless the home is specifically involved in the complaint, and preferably when the employee is on duty. A member of the Department shall be compensated for lost time accruing from investigations in accordance with existing Departmental Policy. The questioning of an officer shall be conducted at a reasonable hour in a noncoercive manner, without threat or promise of reward. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for personal necessities, meals and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of his counsel or any other one person of his choice at any interrogation in connection with the investigation.

b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation, including whether the officer is a target of the investigation, if known, the statute, rule or

**ARTICLE XXXVII**

**BILL OF RIGHTS**

(continued)

3. All investigations against law enforcement officers shall be conducted expeditiously. If charges are to be brought against the officer, they shall be brought in accordance with law.

4. There shall be removed from an officer's personnel file all papers, files, reports, notes and copies thereof relating to an investigation of a police officer when the investigation does not result in any disciplinary action or when the officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The officer may on proper notice inspect these materials at the discretion of the Chief of Police.

5. No law enforcement officer shall be required to disclose, for the purpose of promotion or assignment, any information concerning his property, income, assets, debts or expenditures or those of any member of such officer's household, except where such information relates directly to the officer's assignment or duties. No officer shall be required to take any lie detector or other test designed to determine the truthfulness of any statement as part of any investigation or as a condition of employment.

6. There shall be no penalty nor threat of any penalty for the exercise by a law enforcement officer of his rights under this Bill of Rights.

**ARTICLE XXXIX**  
**FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Township and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.


D. This Agreement may be modified in whole or in part by the parties by an instrument in writing only executed by both parties.

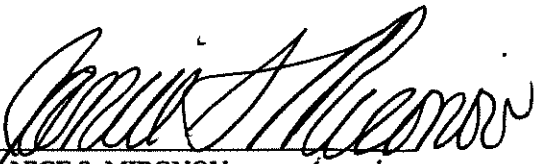
E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understanding, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Association, for the life of this Agreement, hereby waives any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in 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 9<sup>th</sup> day of December 2015.

ATTEST:

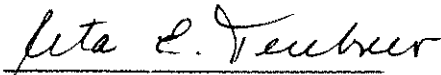
EAST WINDSOR TOWNSHIP

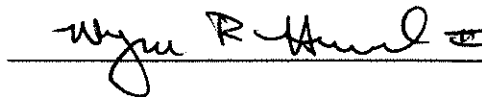
  
Gretchen McCarthy  
Municipal Clerk

BY:   
JANICE S. MIRONOV  
Mayor 1/13/2016

Signed, Sealed and Delivered  
In the Presence of:

NEW JERSEY POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
LOCAL #191





RITA E TEUBNER  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES  
ON 07/01/2017