

RESOLUTION R2016-010

**EAST WINDSOR TOWNSHIP
MERCER COUNTY**

WHEREAS, as a result of negotiations, the Superior Officers' Association of the New Jersey State Policemen's Benevolent Association Local No. 191 and the Township of East Windsor have reached an agreement on the terms and conditions of employment; and

WHEREAS, the Township Council has reviewed the attached Agreement.

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

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 Superior Officers' Association of 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

THE SUPERIOR OFFICER'S ASSOCIATION
OF THE
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 December 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 Superior Officer's Association of the New Jersey State Policemen's Benevolent Association, Local #191, hereinafter referred to as the "S.O.A.", represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I
INTERPRETATION & RECOGNITION

A. The Township hereby recognizes the S.O.A. 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, on all terms and conditions of employment and grievances.

B. The bargaining unit, as discussed immediately above, shall consist of all Lieutenants now employed or hereafter employed, excluding the Chief of Police, Sergeants, Detectives, Uniformed Patrol Officers, Animal Control Officers, school crossing guards, dispatchers (radio officers), and all civilian members of the Department. Probationary Lieutenants shall be included for all benefits as set forth hereafter in this Agreement.

C. The title "police lieutenant" or "employee" shall be defined to include the plural as well as the singular and males and females, uniformed members and non-uniformed members assigned to plain clothes.

D. 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 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 with 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 classification;
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 create, modify or delete departmental rules and regulations;
14. 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 III
COLLECTIVE BARGAINING PROCEDURE

A. 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, the Township Manager, the appointed representative of the S.O.A. or their designee or designees, shall be the respective bargaining agents for the parties.

B. 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 their regular pay.

ARTICLE IV
NON-DISCRIMINATION

A. The Township and the S.O.A. 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 S.O.A. agree that all police lieutenants 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 Superior Officers' 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 V
MUTUAL COOPERATION PLEDGE

A. The S.O.A. hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

B. The S.O.A. agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, and that the S.O.A. will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employees' rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by the S.O.A. or its members.

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 actual time worked and charged with sick leave for time not worked.

ARTICLE VII
TERMINAL LEAVE

I. A. Upon termination of employment other than by retirement, under honorable circumstances, an employee having six (6) years or more of service, shall be entitled to receive as accumulated hours of sick leave pay of forty (40%) percent of the employees accumulated hours of sick leave, up to a maximum of fifteen thousand (\$15,000.00) dollars, computed upon the employee's base rate of pay at the time 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 sick leave, then the Township may provide for payment of the remaining balance of accumulated sick leave for which funds are insufficient on the first regular payroll date in the following calendar year.

B. The amount of payment shall be equal to the number of hours of sick leave an employee actually has accumulated as of the date of termination, multiplied by the current hourly pay rate for the employee, multiplied by forty (40%) percent up to the maximum dollar number indicated.

C. "Honorable circumstances" shall mean termination other than for disciplinary reasons, and other than resignation while under suspension for disciplinary reasons, and shall include the requirement that an employee give sufficient notice to permit two (2) full working weeks on the job prior to termination, not including any use of accumulated sick time.

II. A. Upon "Service Retirement" or upon "Ordinary Disability Retirement" or upon "Accidental Disability Retirement", all of which are defined more specifically by the Police and Fireman's Retirement System, an employee shall receive a lump sum payment as supplemental compensation for each full hour of earned and unused accumulated hours of sick leave which is credited to them on the effective date of their retirement.

B. The supplemental compensation payment to be paid shall be derived by multiplying the employee's regular straight time hourly rate upon the effective retirement date by fifty (50%) percent of the employee's number of accumulated hours of sick leave which the employee has at the time of retirement.

C. All payments for accrued and unused hours of sick leave shall be computed over a ten (10) week period, with the employee receiving five (5) payments on a biweekly basis. In no event shall the total payments exceed the sum of twenty thousand (\$20,000.00) dollars prior to January 1, 2012, and effective January 1, 2012 and thereafter fifteen thousand (\$15,000.00) dollars. Beginning January 1, 2010 for new employees, the maximum payment shall not exceed the sum of fifteen thousand (\$15,000.00) dollars. 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 sick leave, then the Township may provide for payment of the remaining balance of accumulated sick leave for which funds are insufficient on the first regular payroll date in the following calendar year.

III. A. 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.

IV. A. Any payment due under this article shall be made to the employee's/retiree's estate upon their death.

ARTICLE VIII
BEREAVEMENT LEAVE

A. Each employee shall be granted a maximum of five (5) days leave without loss of pay at any one (1) time in the event of the death of any member of the employee's immediate family.

B. "Immediate family" shall be defined to include the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or any other relative of the employee living in the employee's household. With the approval of the Township Manager, the Chief of Police may use discretion in defining immediate family on a case-by-case basis.

C. In the event of the death of an employee's aunt, uncle, niece nephew, grandparent-in-law, or cousin, an employee, when scheduled to work, shall be granted one (1) day off with pay, plus two (2) additional days if needed for travel in excess of 150 miles from home to the point of destination.

D. In the event of death of a fellow member (active or retired) of the East Windsor Township Police Department, the Chief of Police shall grant an appropriate number of employees sufficient time to attend the funeral.

E. After expiration of five (5) days of bereavement, an employee may request use of accumulated sick leave in order to extend the bereavement leave period due to extenuating circumstances. Such requests shall be made to the Chief of Police for good cause, and be subject to the approval of the Chief of Police, who shall not unreasonably withhold permission.

ARTICLE IX
LEAVES OF ABSENCE

A. Other leaves of absence with pay or without pay may be granted by the Township in accordance with 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

A. The Township shall provide the health care and life insurance protection designated below. The Township shall pay the full premium for each employee (active or retired) and, in cases where appropriate, for family plan coverage. "Retired", as used in this Article, refers to an employee who has exercised rights under the terms of the New Jersey Police and Firemen's Retirement System in one of the following categories and under the following conditions:

1. SERVICE RETIREMENT - provided the employee has worked for the Township for at least twenty (20) years.

2. SPECIAL RETIREMENT - provided the employee has worked for the Township for at least twenty (20) years.

3. ACCIDENTAL DISABILITY - regardless of length of service with the Township.

4. ORDINARY DISABILITY - If an employee has been employed by the Township for at least fifteen (15) years (without any credit for prior service), and that employee retires on an Ordinary Disability retirement under terms of the Police and Firemen's Retirement System, that employee may apply to the Township Council for continuation of health insurance benefits as provided under the terms of Article X. If such an application is made, the Council shall request a report from the Township Manager on the circumstances of the accident or disability that led to the employee's disability retirement, on the employee's work history and performance evaluations, on the term of the employee's service to the Township, on the projected cost of providing the benefit, and such factors as the Council or the Manager may deem appropriate to conduct an evaluation of the request. The Council may, at its sole discretion, decide whether the benefit shall be extended, and the decision of the Council shall not be grieved by the employee or the Association.

B. Effective June 1, 2010, the Township shall offers 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.

ARTICLE X
INSURANCE PROTECTION
(continued)

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 NJDirect Prescription Plan for new retirees.

5. Vision coverage: Upon presentation of paid receipt(s), an employee shall be reimbursed up to a maximum of one hundred (\$100.00) dollars per year for the employee's eye examination and/or prescription glasses or contact lenses to the extent not covered under the State Health Benefit Program NJDirect 10 Plan.

6. The Township shall continue to pay the entire cost of a twenty-thousand (\$20,000) dollar 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.

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

C. Any officer may waive group health benefits in accordance with East Windsor Personnel Policy V-9 effective October 1, 2005 and amendment thereto adopted pursuant to N.J.S.A. 40A:10-17.1 and Chapter 2, P.L. 2010.

D. Employees must advise the Finance Department of any changes in personal and family status that affect their coverage, e.g., from family to parent/child; from husband/wife to family; from single to husband/wife, etc. This notification must be made within thirty (30) days of the change in status and any necessary paperwork required by the insurance company must be completed and submitted as outlined in the actual insurance policies issued by the carriers.

E. In the event of a cafeteria plan being established, employees shall have the option to purchase short and/or long-term disability benefits, pay for their share of dental coverage, and purchase other coverage using pre-tax dollars.

ARTICLE XI
EMPLOYEE FACILITIES, EQUIPMENT & UNIFORMS

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 PROCEDURES

A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

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

C. 1. The term "grievance" as used herein means an appeal by an individual and/or the S.O.A. on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein. The issue of whether a dispute comes under those categories cited in sentence two shall be arbitrable.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One: The S.O.A., or the aggrieved, shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the aggrieved or the S.O.A. may present the grievance in writing within ten (10) business days thereof to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within ten (10) business days of receipt of the written grievance.

GRIEVANCE PROCEDURES

(continued)

Step Three: If the S.O.A. 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 ARTICLE XII 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 S.O.A. 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 grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

H. No settlement of a grievance shall contravene the provisions of this Agreement.

I. A grievance may be brought under this procedure by the S.O.A. as a class grievance. A class grievance shall be submitted directly to the Chief of Police at Step Two of this procedure.

ARTICLE XIII
HOLIDAYS AND HOLIDAY PAY

A. All employees covered by this agreement shall receive one-hundred twenty (120) hours of holiday pay at their regular hourly rate to be included in the employee's 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 the holiday pay and has no claim to additional holiday compensation based upon their date of termination.

ARTICLE XIV
PERSONAL DAYS

A. Effective January 1, 2011, all employees covered by this agreement shall be entitled to thirty-two (32) hours of personal time to be used in case of an emergency or other personal leave, each year. Application for the use of personal time off shall be made to the Chief of Police or his designee, at least seventy-two (72) hours in advance of the requested time off. In the event of an emergency, where it is not possible to provide the seventy-two (72) hour notice, the employee shall contact the Chief of Police or his designee and explain the emergent circumstances for the time off. It shall be the decision of the Chief of Police or his designee to grant or deny emergency personal leave. The decision of the Chief of Police or his designee to grant or deny a request may be based on whether the request will generate overtime or other extra non-regular costs.

B. Each employee covered under this agreement shall have the option to cash in at straight time or convert to vacation time up to twelve (12) hours of unused personal time in a given year. An officer desiring to exercise this option must provide written notice to the Township no later than November 15th of that year making this request and specifying whether the time will be taken as pay or used/converted to vacation time. Effective January 1, 2011, the option to cash in will no longer be available and unused personal time may be converted to vacation time only.

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 the entire vacation hours as listed in subparagraphs b, c, d, e and f; employees whose anniversary date falls after the above listed months shall be entitled to a pro-rata basis based upon using the annual allotment of hours, dividing the hours by twelve (12) and then crediting the number of hours per month to the employee's vacation benefit amount.

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 XV
VACATION AND VACATION PAY
(continued)

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. Employees shall be allowed to carry over up to two hundred twenty (220) vacation hours from one calendar year to the next.

B. 1. It is hereby recognized that the scheduling of vacation periods is a 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 Chief of Police in accordance with his decision to maintain efficiency and the smooth operation of the Department. Nevertheless, individual exceptions may be made to such "block" vacation periods upon the application to and approval by the Chief of Police.

2. 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 Chief of Police.

C. 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 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 their option in advance of their 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 they would have been fully entitled, the employee's estate shall receive the vacation pay amounts representing such unused benefits.

D. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all vacation days accrued on the established pro-rata monthly basis. 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. Effective January 01, 2013, the rate of pay for all bargaining unit employees shall be as follows:

CLASSIFICATION	RATE	HOURLY
Lieutenant	\$128,158.13	\$61.61

B. Effective January 01, 2014, the rate of pay for all bargaining unit employees shall be as follows:

CLASSIFICATION	RATE	HOURLY
Lieutenant	\$129,760.11	\$62.38

C. Effective January 01, 2015, the rate of pay for all bargaining unit employees shall be as follows:

CLASSIFICATION	RATE	HOURLY
Lieutenant	\$131,382.11	\$63.16

D. Effective January 01, 2016, the rate of pay for all bargaining unit employees shall be as follows:

CLASSIFICATION	RATE	HOURLY
Lieutenant	\$133,024.38	\$63.95

(Note: These rates include compensation under Article XIX, Section D.)

ARTICLE XVII
EDUCATION INCENTIVE

A. In addition to other compensation provided for in this agreement, employees who have earned college credits, leading to a degree, shall receive additional compensation in accordance with the schedule below. All current employees may continue to pursue a degree and qualify for the below listed incentives.

1. Employees who have earned an Associate Degree or at least sixty (60) credits, in a Bachelor of Science or Bachelor of Arts program, shall receive additional compensation in the sum of seven hundred (\$700.00) dollars, as a one time payment, after completion of at least two (2) years of service.

2. Employees who have earned a Bachelor of Arts Degree or a Bachelor of Science Degree shall receive as additional compensation the sum of nine hundred fifty (\$950.00), as a one time payment, after completion of four (4) years of service.

3. Employees who have earned a Master's Degree shall receive as additional compensation the sum of one thousand two hundred (\$1,200.00), as a one time payment, after completion of six (6) years of service.

4. Employees who have earned a Doctorate Degree shall receive as additional compensation the sum of one thousand four hundred fifty (\$1,450.00), as a one time payment, after completion of eight (8) years of service.

5. All degrees from accredited colleges or universities are eligible for compensation.

B. Such payment shall be non-accumulative. An employee who has previously received an incentive payment from the Township that is equal to the payments provided for by this agreement shall receive no additional payment. Anyone wishing to obtain a payment in a particular year must give notice to the finance office during the fiscal year preceding that in which they wish to receive payment. This payment shall only be made to an officer who earns a degree while as a member of the East Windsor Township Police Department. This payment shall not be made towards degrees held by an officer at the time that he/she becomes a police officer in East Windsor Township.

C. The Township shall reimburse the employee for tuition costs reasonably related to any college matriculated level degree program in police science, criminal justice, public administration, business administration, accounting, sociology, psychology or any other career related field. The tuition cost shall be the amount actually paid by the officer for the tuition for the said courses, but the reimbursement per credit hour shall not exceed the rate per credit hour charged by Rutgers College, of Rutgers, the State University. In calendar year 2012 and thereafter, there shall be a maximum of six (6) credit hours, per semester, reimbursed with an annual maximum of eighteen (18) credit hours.

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.

ARTICLE XVII

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 XVIII
LONGEVITY

A. 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.

YEAR 2013, 2014, 2015 AND 2016

<u>Months of Service</u>		<u>Longevity Compensation</u>
<u>Commence - Complete</u>		<u>In Addition to Salary</u>
60	108	4.5% of base salary.
109	168	5.5% of base salary.
169	228	6.5% of base salary.
229	288	7.5% of base salary.
289	over	8.0% of base salary.

ARTICLE XVIII
LONGEVITY
(continued)

New Employees hired after January 1, 2010 shall have a new longevity schedule as follows:

<u>Months of Service</u>		<u>Longevity Compensation</u>
<u>Commence</u>	<u>- Complete</u>	<u>In addition to Salary</u>
109	168	1.5% of base salary for Year 2013-2016
169	228	2.5% of base salary for Year 2013-2016
229	288	3.5% of base salary for Year 2013-2016
289	over	4.0% of base salary for Year 2013-2016

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

2. Longevity compensation shall be added to the employee's base compensation to attain the employee's hourly rate of pay which is to be paid in accordance with the balance of the provisions of this Agreement.

ARTICLE XIX
STANDBY COMPENSATION

A. All members of the S.O.A. are subject to "standby duty" on an equitable rotating basis. "Standby" shall be defined as the time when an employee remains subject to a call or re-call to duty and is mandated to remain at home or within a geographical area, which area shall have been designated and approved by the Chief of Police. On non-holiday weekends standby shall commence at 5:00 p.m. on the Friday of the weekend and conclude at 9:00 a.m. on the Monday following the close of the weekend. If a designated Holiday falls on a Friday of the standby weekend then the standby shall commence at 5:00 p.m. on the Thursday prior to the weekend and shall conclude at 9:00 a.m. on the Monday following the weekend. If a designated Holiday falls on a Monday of the standby weekend then the standby shall commence at 5:00 p.m. on the Friday of the weekend and conclude at 9:00 a.m. on the Tuesday following the weekend.

B. Members of the S.O.A. shall submit a yearly schedule of each of its members Standby (Duty) Weekends prior to the first weekend in January of each year, subject to the approval of the Chief of Police. Changes in the standby schedule and rotation shall be permissible upon approval of the Chief of Police.

C. Compensation

1. Standby pay for all Lieutenants shall be paid according to the following schedule:

<u>YEAR</u>	<u>RATE</u>	<u>HOURLY</u>
2013-2016	\$5,940.94	\$ 2.86

D. Each employee covered by this Agreement shall receive an additional \$93.59 per month that will be included in and is reflected in the employee's base pay as listed under Article XV, Rates of Pay. On-call assignments shall be as directed by the Chief of Police or his designee. To the extent possible on-call assignments will be assigned on an equitable basis.

E. Standby compensation shall be added to the employee's base hourly rate of pay for pensionable purposes and shall be paid in accordance with the balance of the provisions of this agreement.

ARTICLE XX
EXTRA DUTY

A. "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 of, and under the supervision of, the Chief of Police. 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. When performing "extra duty" assignments, all employees shall be covered by the Township's Worker's Compensation Insurance, and all of the benefits as set forth in Article X.

C. With the respect to the concept of "extra duty", arrangements shall be made by the Township with the various employers and their workmen's compensation carrier to provide coverage for employees who work these "extra duty" assignments, as long as these duties are previously cleared by the Office of the Chief of Police.

D. 1. Effective January 01, 2008 an employee assigned to work "extra duty" shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for each hour or part actually worked, with a minimum of two (2) hours compensation per assignment. Rates for 2006 and 2007 shall remain at \$49.00 per hour.

2. For "extra duty" work outside of East Windsor Township, approved by the Township, at the rate being paid to any other police officers assigned to the duty for each hour or part actually worked, with a minimum of two (2) hours compensation per assignment.

3. 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 connected with providing such services.

4. Compensation for "extra duty" assignments shall be paid to the employee on the pay date immediately following the Township's receipt of the compensation from the vendor for providing such services.

E. "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" assignments.

ARTICLE XXI
CLOTHING AND SHOE MAINTENANCE

A. 1. 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 pro-rated 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 N.J. Police and Firemen's Retirement Fund, except deferred retirement and non-service connected disability retirement.

ARTICLE XXII
PLAIN CLOTHES ALLOWANCE

A. Each S.O.A. member assigned as a Division Commander shall receive a purchasing allowance for plain clothes, which shall be in addition to the regular clothing and shoe maintenance allowance as forth in Article XXI of this agreement. Such payments shall be made once a year, during the month of November.

B. 1.
Each employee assigned as a Division Commander shall receive a purchasing allowance of \$84.73 per month for 2013, 2014, 2015 and 2016.

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 XXIV
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 XXV
WORK WEEK AND PROCEDURES

A. The work week for all employees covered by this Agreement shall consist of not more than forty (40) hours as per a forty (40) hour working schedule or on an annualized basis.

B. 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 seventy-two (72) hours notice of any change in their regular work shift, and shall state to the employee the reasons necessitating such change.

ARTICLE XXVI
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 XXVII
DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Superior Officers' Association and verified by the Township Treasurer, during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Superior Officers' Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on the letterhead of the Superior Officer's Association and signed by the President of the Association advising of such change in the rate of membership dues.

D. For all new members, the Superior Officers' Association will provide the necessary "check-off authorization" form, and the Superior Officers' Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Superior Officers' Association during the month following written notice from the Superior Officers' Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Superior Officers' Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Superior Officers' Association, less the cost of benefits financed through the dues and available only to members of the Superior Officers' Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

ARTICLE XXVII
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 Superior Officers' 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 Superior Officers' 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 Superior Officers' Association to the Township, or in reliance upon the official notification on the letterhead of the Superior Officers' Association and signed by a representative of the Superior Officers' Association advising of such changed deductions.

ARTICLE XXVIII
BULLETIN BOARDS

A. The Township shall permit the Superior Officers' Association to have its own bulletin board located in the Police Headquarters for the posting of notices concerning its' business and activities. All such notices which shall be placed on said bulletin board shall be signed by the Association's representative or other authorized officer of the Superior Officers' Association.

ARTICLE XXIX
MUTUAL RECOGNITION OF EXISTING OBLIGATIONS & CONDITIONS

A. 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, Ordinance, and Rules and Regulations of the Police Department of the Township in force 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 XXX
SENIORITY

A. For the purposes 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 XXXI
TRAVEL EXPENSES

A. An employee subject to the terms of this Agreement, traveling on official business under authority of the Chief of Police, shall be entitled to use of a Township vehicle, if one is available. If no Township vehicle is available, the Chief of Police may approve use of the employee's personal vehicle, with reimbursement to the employee at the current Internal Revenue Service mileage rate. An employee will be reimbursed for the costs of tolls and parking incurred while on approved official business.

ARTICLE XXXII
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 XXXIV
WORKING OUT OF RANK

A. A Lieutenant assigned to duties normally assigned to his superior shall be paid at the superior's rate of pay for each and every hour so worked with no necessity to accumulate any number of hours before being paid at the higher rate. Such assignment shall be made by the Chief of Police or his designee.

ARTICLE XXXV
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 XXXV
INJURY LEAVE
(continued)

E. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XXXVI
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 non-coercive 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.

ARTICLE XXXVI
BILL OF RIGHTS
(continued)

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 regulations allegedly violated, if known, the names of any complainants, and the identity and the authority of those conducting the investigation. This shall not preclude the employer from subsequently modifying, amending or changing the statute, rule and regulation under which the charges are brought. Also, at the commencement of any interrogation of such officer in connection with any such investigation, the officer shall be informed of the identity of all persons present during such interrogation. All questions asked in any such interrogation, whenever practicable, shall be asked by or through a single interrogator.

c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except in accordance with New Jersey State Statutes.

d. The interrogation of the employee concerned shall be recorded mechanically or by written form. "Off the record" questions shall not be permitted. Any recesses called during the interrogation shall be recorded.

e. If an officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he/she shall be afforded all constitutional rights and, in addition, he/she shall be given the following warning prior to the commencement of any interrogation: "I am advising you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New Jersey, the Constitution of this State and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation." "I further advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Departmental charges which could result in your dismissal from the Police Department. If you do answer questions, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Departmental charges."

f. It is understood that the provisions of Paragraph 2a-e above shall not preclude initial or preliminary inquiries by the Township and shall only apply upon the commencement of a formal investigation or the filing of a complaint.

ARTICLE XXXVI
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 XXXVII
SEPARABILITY AND SAVINGS

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXXVIII
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 Superior Officers' 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.

ARTICLE XXXIX
DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect for four (4) years, from January 1, 2013 through midnight December 31, 2016.

B. The parties agree that negotiations for a successor Agreement modifying, amending, or altering the terms or provisions of this Agreement shall commence by September 1, 2016. In the event no successor Agreement is completed, ratified and executed before December 31, 2016, the present Agreement will continue in force until said successor Agreement has been ratified and executed.

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 December 2015.

ATTEST:

BY: 

GRETCHEN McCARTHY
Municipal Clerk

EAST WINDSOR TOWNSHIP

BY: 

JANICE S. MIRONOV 1-13-16
Mayor

Signed, Sealed and Delivered in the presence of:



MARGARET L MILOSCIA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
ON 5/7/2017

SUPERIOR OFFICERS'
ASSOCIATION OF THE NEW
JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
LOCAL #191

BY: 