AGREEMENT

CC_____

BETWEEN

TOWNSHIP OF HOLLAND

AND

NEW JERSEY POLICEMEN'S

BENEVOLENT ASSOCATION

HUNTERDON COUNTY, N.J.

LOCAL NO. 188

JANUARY 1, 2020

THRU

DECEMBER 31, 2024

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ARTICLE 1

TERM OF AGREEMENT

This Agreement shall be effective as of January 01, 2020 and shall continue in full force and effect until December 31, 2024. It is understood by and between the parties hereto that the terms and conditions of employment contained herein shall continue in full force and effect thereafter until a successor agreement is signed.

ARTICLE 2

RECOGNITION

Pursuant to an election held under the auspices of New Jersey Public Employment Relations Commission, Hunterdon County Police Benevolent Association # 188 has been determined to be the exclusive and sole representative for collective negotiations for the bargaining unit. The bargaining unit consists of those employees covered by this agreement which comprises all Holland Township Police Officers below the rank of Chief employed by the Township of Holland, but excluding all other employees (that is, excluding special officers, craft workers, professional, confidential employees, managerial executives and supervisors within the meaning of the New Jersey – Employee Relations Act).

The term "Employee" as used hereinafter, shall be interpreted interchangeably with the term "Police Officer".

The term's "P.B.A.", "Local", "Unit", Union, Bargaining Unit, and / or "Collective Bargaining Unit" as used hereinafter, shall be interpreted interchangeably with the term/name "Hunterdon County Police Benevolent Association # 188".

ARTICLE 3

NEGOTIATIONS PROCEDURE

The Township and The P.B.A. agree at the request of either party to enter into negotiations for a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission, and to do so no later than the first week in the month of July prior to the end of this agreement. In such negotiations each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Such agreement shall apply to all members of the bargaining unit and shall be reduced to writing and after ratification, signed by the parties.

Neither party in any negotiation shall have control over the selection of the negotiations representatives of the other party, but at meetings for negotiation, unless otherwise agreed to by either party. Each party shall have the same number of negotiators. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of the negotiations, consistent with the status as representatives of their principals. No proposals shall be binding until formally approved by the principals.

ARTICLE 4

RESPECTIVE RIGHTS

Both parties reserve their respective rights under the New Jersey Employer-Employee Relations Act, the rules and regulations of the Public Employment Relations Commission, and any other applicable law and / or regulation.

Notwithstanding any other provision of this agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission or to seek judicial review of any an all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitrative ability, and specific performance of this agreement or damages arising out of the breach thereof. It is agreed that there is reserved to the Township sole jurisdiction over matters of policy, and the Township retains the right, subject only to the limitations imposed by the language of this agreement and applicable laws and regulations, (a) to direct employees of the Township, including the right to require any employee to perform any duties in the service of the Township and not merely those which he/she customarily had performed, (b) to hire, promote, transfer, assign, and retain employees in positions, to appoint temporary supervisors who may include an employee covered by this agreement, to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or other reason, (d) to maintain the efficiency of municipal operations, (e) to determine the

methods, means and personnel by which such operations are to be conducted, and

(f) to take whatever actions may be necessary to carry out the mission of the Township in situations of emergency.

ARTICLE 5

P.B.A. DUES

Annual P.B.A. dues for each employee that joins the P.B.A. shall be withheld from the employee's paycheck each payroll period. The PBA Treasurer shall notify the Township if the regular amount of dues to be deducted has changed. This notification shall be the only notification needed for the Township to make changes to the employee's deductions. All dues payments from participating employees will be forwarded by the Township to the PBA Treasurer on a monthly basis.

ARTICLE 6

GRIEVANCE PROCEDURE

A. Definition

It is understood by and between the parties that a grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement which affect a member or members of the bargaining unit.

It is further understood by and between the parties that the purpose of this procedure is to assure the prompt and equitable solution of problems arising from the administration of this Agreement by providing a vehicle for the settlement of employee grievances.

It is further agreed that the employee is entitled to use this grievance procedure and to be represented by council and/or The P.B.A. in accordance with the provisions hereof.

No grievance settlement shall operate to modify, add to, or subtract from any terms of this agreement, nor shall such settlement be contrary to law.

B. Scope of Grievance Procedure

Any grievance as defined above concerning any term or condition of employment specified or provided for in this Agreement shall be subject to resolution through this grievance procedure.

C. General Rules

Where the subject of a grievance directly concerns and is shared by more

than one (1) member of the bargaining unit, a group grievance may be instituted by the P.B.A. on behalf of such group of employees.

All grievances shall be made in writing and shall contain a general description of the relevant facts which the grievance derives and with reference to the section or sections of this Agreement which the grievant claims have been violated, misinterpreted or misapplied.

D. Steps of the Procedure

Step One:

A grievance initially must be filed within fifteen (15) calendar days from the date on which the act which is subject of the grievance occurred or became known to the grievant, whichever is later. The grievance shall be submitted in writing to the Chief of police, who may conduct a hearing regarding the grievance at his discretion, and shall render a decision, in writing, within fifteen (15) days of his receipt of the grievance.

Step Two:

If the employee is dissatisfied with the resolution of his grievance at Step One, or no decision has been rendered in a timely fashion, then, within fifteen (15) calendar days of the date the decision was rendered or should have been rendered in Step One, the employee may submit the grievance in writing to the Mayor of the Township and the other members of the Township Committee having special responsibility for the police department, who shall review any decision and either reverse, affirm or modify same, within twenty-one (21) days of receipt of the grievance, in writing.

Step Three:

If the employee is dissatisfied with the resolution of his grievance at Step Two, or no decision has been rendered in a timely fashion, then, within fifteen (15) calendar days of the date the decision was rendered or should have been rendered in Step Two, the employee may submit the grievance in writing to the Township Committee who shall review and decision and either reverse, affirm or modify the same, within thirty-one (31) calendar days of receipt of the grievance, in writing.

To the extent permitted by law, all grievance hearings conducted at Step Three, outlined herein, shall be conducted in private and shall be attended by the respective parties and their representatives, in addition to any witnesses produced by either party, for the purpose of testifying at such hearing.

Step Four:

If the grievance is not satisfactorily disposed of at Step Three, then a request for arbitration may be brought by The P.B.A. within fifteen (15) days from the date the grievant received the Step Three decision, or if no decision is rendered at Step Three, then within forty (40) calendar days after submitting the grievance to the Township Committee under Step Three, by submitting such request in writing to the Public Employment Relations Commission requesting that said Commission furnish panels of Arbitrators to the parties, and the parties shall select their choice of Arbitrators in accordance with the rules and regulations of said Commission.

The Arbitrator shall not have the power to add to, subtract from, or in anyway modify the terms of this agreement, and shall confine his decision to the

interpretation of this Agreement as relevant to the merits of the grievance. He shall confine himself to the precise issue(s) presented for arbitration and shall have no authority to determine any other issues not presented, except as they may be necessary to a determination of the issue(s) submitted to arbitration. The fees and expenses of the arbitration shall be borne equally by both parties.

All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled so as to avoid time off from regular scheduled shifts.

No reprisals of any kind shall be taken by the Township or by any agent thereof against any grievant or party participating in a grievance procedure of any member of The P.B.A. by reason of such participation.

All grievance hearings conducted at Step Four, outlined herein, shall be conducted in private and shall be attended by the respective parties and their representatives, in addition to any witnesses produced by either party, for the purpose of testifying at such hearing.

E. <u>Grievance Time Limits and Management Responses</u>

1. Hearings conducted by the Arbitrator shall be in the nature of an informal proceeding, except that hearsay evidence shall not be admissible except as admissible in the courts of New Jersey.

2. The decision of the Arbitrator, along with his or her reasoning, shall be submitted in writing to the Township and The P.B.A., and shall state the basis for such decision and the evidence relied upon. The decision, subject to lawful rights of appeal, shall be final and binding upon the parties.

3. Failure of a grievant to adhere to time limits set forth herein, absent

good cause shown, shall be deemed a waiver which shall prevent further processing of the grievance.

4. Failure of the Township to adhere to time limits set forth herein shall result in the requested relief being granted to the grievant.

ARTICLE 7

P.B.A. REPRESENTATIVE

Accredited representatives of The P.B.A. who are police officers may enter Township Facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When The P.B.A. decides to have its representatives enter the Township facilities or premises, it will request such permission from the appropriate Township representative and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operation of the business of Township government of normal duties of employees. Such representatives must identify themselves and register with the Township Clerk or other official designated by the Township prior to any such visitation.

The Township agrees to grant time off without loss of regular pay, not to exceed four (4) days to the P.B.A state delegate, to attend the annual P.B.A. state convention, provided thirty (30) days written notice specifying the dates of the convention is given to the Chief of Police by the association, and provided such attendance shall not diminish the effectiveness of the police department. A certificate of attendance to the conference shall, upon request by the Chief, be submitted by the representative attending. The time off shall cover only actual time attending the convention and reasonable travel time to and from it. The officer shall provide his own transportation to the convention and not use Township vehicles.

The P.B.A. shall furnish in writing to the Township promptly after the entering of this Agreement the name of a P.B.A. representative who is a member of the bargaining unit. The P.B.A. may subsequently furnish the Township the name of a different person who is a member of the bargaining unit, as P.B.A. representative. The Township shall be entitled to rely on the last so-named designee as the P.B.A. representative for the bargaining unit.

ARTICLE 8

SENIORITY AND PROBATIONARY PERIOD

The employee shall be considered to have seniority upon successful completion of twelve (12) months of service in a law enforcement capacity with the Township. Prior to the commencement of seniority, the employee shall be considered probationary. The employee shall also be required to successfully complete a basic police training course prior to receiving a permanent appointment pursuant to and within the time periods of applicable law.

The Probationary period can be extended for three (3) months by the Chief of Police or designee. Probation can be extended for an additional three (3) months after the first three (3) months extension with "just cause" by the Chief of Police or designee. The probationary period cannot be extended more than a total of six (6) months after the original twelve (12) month probationary period.

Upon completion of the twelve (12) month probationary period or the extended probationary period, if applicable, seniority shall commence and be retroactive to the employee's most recent date of hire and shall continue during the employee's service as a permanent officer of the Township.

All of the terms and conditions set forth in this Agreement shall apply to all employee's from their date of hire by the Township.

ARTICLE 9

UNIFORM ALLOWANCE

The Township shall provide, at its expense:

1. **New uniforms to new employees.**
2. **New and/or serviceable equipment, as determined by the Chief Of Police or designee, to new employees.**
3. **Replacement of uniforms and equipment for current officers, as needed.**
4. **One Class A uniform, at the sole discretion of the Chief of Police or designee, to any officer who has at least three (3) years of service with the Township and requests the uniform. An officer may not receive an additional Class A uniform during his or her employment until at least ten (10) years has passed from the issuance of the first Class A uniform unless the Chief determines that the officer requires a replacement Class A uniform prior to the expiration of the initial ten (10) year period.**
5. **If the Township decides to change uniforms, it shall provide the new uniforms for all officers at the Township's expense.**

The Township further agrees to provide for the cleaning of uniforms at its sole cost and expense. The Township may elect to reimburse officers for the cost of dry cleaning their uniforms or may contract with a local cleaning establishment and may require employees to have uniforms cleaned under that contract, but at no cost to the employee.

ARTICLE 10

HOSPITAL, MEDICAL AND SURGICAL INSURANCE

All employees receiving health benefits coverage shall contribute toward the cost of health benefits as set forth in law, utilizing Tier IV (Ch. 78, P.L. 2011) contribution percentages. However, the minimum amount to be contributed is $1,000. This $1,000 contribution shall not be in addition to the legal requirement. The Township will maintain an IRC 125 Plan regarding the deduction of this amount to be contributed by the employees.

The Township agrees to pay for the remaining costs associated with hospitalization, medical, and prescription coverage for all of its employees in the bargaining unit, their spouses and their dependent children until their 26th birthday; or as permitted under New Jersey State Health Benefit (NJSHB) rules.

Effective January 01, 2021, Holland Township will provide all full-time officers with health and prescription benefits, up to family coverage depending on the employee's requirement, under the New Jersey State Health Benefits Plan NJ Direct 15 with prescription drug coverage through the medical plan. Rules and procedures of the New Jersey State Health Benefit (NJSHB) plans will be followed. Should the NJSHB change plan design, components, or coverages, including not offering the NJ Direct 15 plan, the Township will provide the closest matching plan available under NJSHB. Officers employed by the Township prior to January 01, 2006 may continue existing coverage with the New Jersey State Health Benefits Plan NJ Direct 10 with prescription drug coverage (#201). Should the NJSHB change

plan design, components, or coverages, including not offering the NJ Direct 10 plan, the Township will provide the closest matching plan available under NJSHB.

The Township agrees to pay for prescription drug coverage, as described above, for all full time employees and their dependents. Such coverage shall provide for covered prescription drugs in accordance with the NJSHB program or a plan with substantially equivalent (or better) benefits.

If an officer selects coverage through a different NJSHB plan that has a higher premium than the NJ Direct 15 or then equivalent plan, (or the NJ Direct 10 plan or then equivalent plan for employees employed by the Township prior to January 01, 2006), the employee will be responsible for any monthly premium costs in excess of the NJ Direct 15 plan. If an alternate plan chosen by an employee has monthly premium costs less than NJ Direct 15 or then equivalent plan, the Township will credit the employee with the cost difference for the monthly premium.

The above coverage is currently furnished by the NJSHB program, unless otherwise stated. The above named insurance may be changed to another medical insurance carrier selected by the Township under a plan providing benefits as substantially equivalent as possible (or better) to those provided by the NJSHB NJ Direct 15 plan (or NJ Direct 10 plan for employees employed by the Township prior to January 01, 2006) as of the date of change.

The Township agrees to pay for dental coverage for all full time employees and their eligible dependents. Guardian Insurance Company currently furnishes said coverage. The above named insurance may be changed to another dental

insurance carrier selected by the Township under a plan providing benefits as substantially equivalent as possible (or better) to those under the Guardian Insurance Company plan.

If requested by the Township, an employee shall submit to an annual physical examination to be conducted at the expense of the Township. The Township shall designate the examining physician and the results of said examination shall be made available to the Township and the employee.

Workers Compensation Insurance

Holland Township agrees to maintain a Worker's Compensation insurance policy that is regulated by the State of New Jersey, and such policy will follow all rules and regulations for Worker's Compensation as set by the State of New Jersey. If an employee is injured while performing on the job duties related to an officers' employment, Holland Township will promptly file a Worker's Compensation insurance claim with its carrier. To be eligible for Worker's Compensation benefits, the employee's injury must be approved by the insurance carrier, and the employee must cooperate with all of the requirements of the Township's insurance carrier, including treatment providers. Officers will receive full pay during absences resulting from an approved Worker's Compensation injury for the maximum period allowed by state law, which is currently up to a one year maximum. If Worker's Compensation payments are made directly to an officer, the Township will pay the officer the difference between the compensation payment and the officer's full pay. No period of time for which an employee is being paid Worker's Compensation shall be counted against his or her allowable days of sick leave.

ARTICLE 11

LAY-OFF AND RECALL

In the event that the Township shall find it necessary to lay-off any employee's such lay-off shall be made in the inverse of seniority, and recall shall be made in the order of seniority except as provided below. Any employees laid-off by the Township shall have an absolute preference to reemployment before any additional employees are hired during a period of one (1) year following their lay-off. The Township shall provide thirty (30) days written notice, to The P.B.A and all employees covered hereunder prior to any such lay-off. The laid-off employees will receive one month of their respective salary and contractual benefits as severance, which if recalled back to service will not be paid back to the Township.

ARTICLE 12

SCHEDULES AND HOURS OF WORK

Schedule One; (Patrol Officers) Pitman Schedule

The workday shall consist of twelve (12) hours on duty with a rotation of two (2) consecutive days on duty followed by two (2) consecutive days off duty, three (3) consecutive days on duty followed by two (2) consecutive days off duty, and two (2) consecutive days on duty followed by three (3) consecutive days off duty. There shall be three (3) shifts with the hours being: 0600 to 1800 (Day Shift); 1800 to 0600 (Midnight Shift); and 1200 to 0000 (Afternoon Shift). The PBA agrees that there will be no additional compensation for the hours worked beyond the annual 2,080 hours under this schedule and the Township agrees that paid leave days (sick, personal, and vacation, are at a twelve (12) hour work day.

Schedule Two; (Police Administration)

Five (5) consecutive days on and two (2) consecutive days off, with eight (8) hour shifts. The five (5) days on will be consecutive and will not be back to back. Normally, the hours of work for employees covered hereunder working the five (5) on two (2) off shall not exceed eight (8) work hours in any twenty-four (24) hour period, nor shall they exceed forty (40) hours during the work week. The chief will determine the days and shift times to be worked.

The chief of police may modify the schedules during periods of emergency declared by federal, state, or local government; or manpower shortage. Schedules may not be modified for the purpose of denying overtime. Thirty (30) days' notice will be given to an officer before moving their shift or the officer must agree to move their shift.

The amount of contractual leave time, such as sick, vacation, personal, and compensatory time, shall be calculated on a day-for-day basis for the employees covered hereunder working the above two (2) schedules it will be understood that the terms "work day/s", "day/s", "tour/s", and or "tour/s of duty" is to be considered one (1) day regardless of the schedule that is worked by the employee.

Overtime shall include court and grand jury appearances and litigation-related appearances (such as meeting with attorneys for discovery or trial prep) that require the officer's presence because they arose from the performance of his duties and require his attendance while off-duty. In such instances, the officer shall receive a minimum of three (3) hours pay at his overtime rate; except that the three (3) hour guarantee shall not apply to appearances that are contiguous to the start and end of his regular shift.

For additional duty which is compensable at time and one half, officers may, choose compensatory time or cash payments for overtime work at time and one half the base salary rate, which is determined by dividing the applicable annual salary by 2080. If compensatory time is chosen, the conversion to time and one half shall be

made prior to adding the hours to the "bank". An officer may add to the "bank" until it reaches ninety (90) hours, at which time cash payment must be taken. Officers may use compensatory time off at their discretion subject to a determination by the Chief of police or his designee that such use will not unduly disrupt the operations of the police department.

Any employee working over sixteen (16) hours during a shift will be compensated at double their hourly rate for any time over sixteen (16) hours. This time can also be taken as compensatory time or as cash payments. The sixteen-hour guarantee shall only apply to over time that is worked contiguous to the start and end of a regular shift.

The department log ("bank") recording compensatory time shall be kept to date within one pay period or one work period whichever is longer. Compensatory time may be used at any time so long as no additional or overtime cost is incurred by the township for its coverage unless approved by the chief of police.

Monetary compensation for overtime worked within the first (1st) pay period of any month shall be made within the second (2nd) pay period of the month in which the overtime was earned. Monetary compensation for overtime worked within the second (2nd) pay period of any month shall be made within the pay period which immediately follows the said second pay period.

ARTICLE 13

BEREAVEMENT LEAVE

A.

A leave of absence for death in the immediate family of an employee shall be Granted, for up to five (5) days, with no deduction from annual salary, inclusive of the funeral. The officer shall have the discretion to determine the number of days taken as bereavement, up to five (5) days. Immediate family shall mean; spouse, children, and parents of the employee.

B.

A leave of absence for death of a sibling, grandparent, aunt, uncle, niece, nephew, mother-in-law or father-in-law of an employee shall be granted, for up to three (3) days, with no deduction from annual salary, inclusive of the funeral. The officer shall have the discretion to determine the number of days taken as bereavement, up to three (3) days.

ARTICLE 14

HOLIDAY COMPENSATION

All holiday compensation / pay is included in the base pays set forth in the Salary Guide in Article 20 and paid in regular equal intervals with the Township's payroll cycles.

ARTICLE 15

VACATION LEAVE

All employees covered by this Agreement shall be authorized annual vacation allowance with pay as follows:

Employees employed with the Township after the first working day in January of any calendar year, but on or before the first working day of July in that year, are entitled, after completing three (3) continuous months of employment, to two (2) days vacation during the calendar year they commence employment.

Employees who commence employment after the first working day in July in a calendar year are not entitled to vacation during the calendar year.
During each calendar year in which an employee's anniversary date of employment described below occurs, the employee shall be entitled to the number of days of vacation set forth below; provided that the employee has been continuously employed by the Township (except for any leave of absence approved by the Township Committee) during the time period counted.

Employees hired prior to December 01, 2014 will receive the following allotment of vacation time.

Anniversary of Employment	Vacation Days During Calendar Year
1st	6 days
2nd through 5th	12 days
6th through 14th	15 days
15th through 24th	20 days
25th and subsequent	25 days

Employee's hired on or after December 01, 2014 will receive the following allotment of vacation time.

Anniversary of Employment	Vacation Days During Calendar Year
1st	6 days
2nd through 5th	12 days
6th through 14th	15 days
15th and subsequent	20 days

Vacation days may be taken only after prior approval of the Chief of Police, or in his absence, of the Mayor or of the Township Committee member having responsibility for the Police Department.

The above vacations shall apply to full time Employee's only. Employment as referred to herein, means employment with the Township, and is deemed to commence when an employee first reports to work.

Employees shall select their vacation period in order of their seniority during the approved vacation period posted by the Chief. Employees shall be required to take time off for their vacation. In the event extenuating circumstances justify the Township to request that an employee return to work during his vacation period, approval must be received from the employee, except in the case of an emergency, in which event the employee must return to work. Such employee who so returns to work from his vacation shall be paid his regular rate of pay for such vacation that he so worked. Such employee shall be given another vacation period with pay as the Townships schedule permits, or the employee may elect to take his vacation pay in lieu of additional days off.

Employees must give the Chief of Police at least thirty (30) days prior notice of vacation request, and such request shall be subject to approval by the Chief of Police.

Layoffs or absence due to illness not exceeding ninety (90) days shall not limit or abridge the employees right to full vacation with pay.

Employees may carry up to one (1) year allotment of annual vacation from year to year.

If an employee resigns or is terminated during the calendar year, any unearned and used vacation leave or any earned but unused vacation leave , whichever is relevant to the employee, will be prorated, and added to or subtracted from the employee's final paycheck(s). The proration for vacation compensation will be determined by dividing the employee's current applicable annual salary by two thousand eighty (2080) to determine the employee's hourly rate.

The maximum pay out for unused vacation days at separation of employment is one year of the employee's annual vacation allotment. Terminated employees will be paid for all earned vacation days not used.

ARTICLE 16

SICK LEAVE AND PERSONAL DAYS

A. **Sick Leave**

Annual Sick Leave

Full-time employees hired prior to December 01, 2014 shall be entitled to the following number of sick leave days with full pay per year (this is hereafter called "Annual Sick Leave"). 13 days per year

Full-time employees hired on or after December 01, 2014 shall be entitled to the following number of sick leave days with full pay per year (this is hereafter called "Annual Sick Leave"). 10 days per year

Unused Annual Sick Leave Bank

Effective January 01, 2020, the Township agrees to create and maintain an Annual Sick Leave bank for each officer, where unused annual sick days will be accumulated in an officer's Annual Sick Leave Bank for future use. The current year's allotment of Annual Sick Leave must be used before any accumulated sick days are used. The use of the Annual Sick Leave Bank is at the officer's sole discretion, and the Township will not provide any compensation for any days in this bank at the officer's time of separation from service or retirement.

Additional Sick Leave Bank

The Township agrees to maintain an Additional Sick Leave Bank for each officer. Three (3) days of additional sick leave will be added to the bank annually for each year of an employee's service. These days may be used under the following circumstances and will be deducted from the employee's Additional Sick Leave Bank: hospitalization or major illness, recuperations, which require the employee to miss more working days than the maximum Annual Sick Leave days allotted, (this is hereafter called "Additional Sick Leave"). Additional Sick Leave shall apply only when Annual Sick Leave has been exhausted. A doctor's certification will be required to establish eligibility for Additional Sick Leave.

Long Term Sick Leave

In Addition to Annual Sick Leave and Additional Sick Leave entitlement's, for any single major illness or hospitalization which extends more than thirty (30) days, full-time employees will be granted sick leave from the 31st to the 182nd consecutive calendar day of such single major illness or hospitalization (hereafter called "Long Term Sick Leave"). Proof of the eligibility for Long Term Sick Leave will be required in the form of a Township physician's certification.

All of an employee's unused Annual Sick Leave and Additional Sick Leave from prior years of service with the Township may be credited, after it has been established that an employee is entitled to Long Term Sick Leave, to bridge any gap

between the expiration of a current year's Annual and Additional Sick Leave and the commencement of a Long Term Sick Leave entitlement. Unused Annual and Additional Sick Leave from prior years of such service may be used for this purpose only, and shall not be cumulative in any other way or be used to extend Long Term Sick Leave.

B. **Personal Days**

A full-time employee shall be entitled to use, during the calendar year, up to, but not exceeding, three (3) of his or her Annual Sick Leave days for that year as Personal Days for personal business, provided the employee has given the Chief of police at least forty-eight (48) hours notice, except in case of emergency, of his intent to take a Personal Day, and provided further that no more than one employee shall be granted the same day as a Personal Day. No particular excuse or reason need be given for taking the day if the required notice is given. A Personal Day taken by an employee shall be subtracted from the employee's Annual Sick Time allowance for that year, and the Personal Day allowance for a particular year is not cumulative.

If an employee resigns or is terminated during the calendar year, unearned annual sick leave, which has already been used by said employee will be prorated and deducted from the employee's final paycheck(s). The proration for annual sick leave will be determined by dividing the employee's current applicable annual salary by two thousand eighty (2080).

ARTICLE 17

COLLEGE COURSE REIMBURSEMENT

The Township will reimburse the employee for tuition for college courses relating to law enforcement. Reimbursement will be based on the current undergraduate per credit fee charged at Rutgers University, New Brunswick Campus not to exceed 80% of the total cost incurred, and will be made at the conclusion of the course provided the employee attains at least grade of "B" or equivalent in the course. Employees who receive tuition reimbursement must continue their employment for a period of two years from the end date of any course for which tuition reimbursement was received. Any employee who voluntarily leaves employment before the two year period ends must reimburse the Township the amount of tuition reimbursement received.

ARTICLE 18

ACCESS TO PERSONNEL FOLDER

An employee shall have the right, at least annually at the time of his written evaluation and also following the placing of any document in his personnel folder on twenty-four (24) hour written notice to the Township, to inspect his or her personnel folder and to examine any criticism, commendation, or any evaluation of his work performance or any other document which has been placed in that folder and shall also have the right to respond within three (3) months, in writing, to any negative statements contained therein, and such response shall be placed in the employee's folder and shall become part of his permanent work record.

No document of anonymous origin shall be maintained in the folder. Only one (1) personnel file shall be maintained for each employee. The Township shall notify the employee in writing when any item is placed in his personnel folder.

Each regular written evaluation of work performance where made, shall be made available to the employee and shall be viewed in the employee's presence, and evidence of such review shall be a signature of the employee on the evaluation form. The employee shall sign the evaluation form, acknowledging his review of it immediately following such review. The employee shall make any responsive statement within (10) working days, which response shall become part of the evaluation.

The forgoing shall not preclude the Township from receiving, reviewing and investigating comments and complaints regarding the employee, or to necessitate that such comments and complaints be made part of a personnel file; provided, however, that no such comment, complaint or review or investigation thereof shall be utilized with regard to promotion, suspension, discharge, transfer or in response to request for information from any other potential employer unless it has been made part of the employee's personnel file subject to the provisions of the paragraph preceding.

ARTICLE 19

CRITICAL INCIDENT MANAGEMENT

Any time that an Officer is involved in a critical incident, which is defined as any use of force by an Officer, involving death or serious bodily injury to a person, or where deadly force is employed with no injury or where any injury to a person results from the use of a firearm by a law enforcement officer the Officer has the right to immediate medical treatment and/or psychological treatment and the right to consult with legal counsel prior to providing any written and/or oral statement.

The Officer shall be required to provide a written and/or oral statement as soon as possible upon being released from medical/psychological evaluation if deemed mentally and/or physically able to do so. In any event, an Officer shall not be required to provide a written and/or oral statement until at least 48 hours has elapsed from the time the officer was removed from the scene of the critical incident.

The Officer shall have the right to have legal counsel present when he gives his written and oral statements. Prior to giving any statement, an Officer shall be advised if he is ordered to do so, and if he is being questioned as the target of an internal administrative investigation, the target of a criminal investigation, or a witness. Nothing herein shall be deemed a waiver of an officer's legal rights, including but not limited to the right to remain silent and to request and receive immunity.

Nothing in this section is intended to hamper or interfere with the investigation into an incident.

ARTICLE 20

SALARIES

A. Basic Annual Salary

Effective and retroactive to January 01, 2020, there will be one (1) new salary schedule established for full-time service by employees. Employees shall advance one step on their anniversary date each year. The Academy Salary Step shall pertain for an employee's entire time while attending an approved academy. After completion of an approved academy, the employee will move to class 13 and remain in that step for one (1) full year before advancing to the next step each subsequent year on their anniversary date. The start date at Class 13 becomes that officer's date of employment or anniversary date, and probationary start date, for all benefits under this agreement.

The Township reserves the sole right to start a new employee at a salary step of its choice with respect to the new employee's training and experience level. The Township also reserves the right to ask the Chief or his designee for a salary step recommendation. This step as assigned by the Township will be considered the employee's probationary step.

Effective and retroactive to January 01, 2020 the new salary schedule has additional ranks, which requires all employees who are not at the rank of Patrolman 1st class to be placed at different ranks on the new salary schedule. The placement into new ranks will be as follows: (see 2020 Rank Change Schedule)

2020 Rank Changes Schedule

	2019	2020
Officer	**Old Rank**	**New Rank**
Ptl. Heilig	**1**	**1**
Ptl. Davis	**6**	**8**
Ptl. Young	**3**	**5**
Ptl. Latouche	**P**	**12**
Ptl. Yasunas	**P**	**13/12**
Ptl. Phillips	**P**	**13/12**

Salary Schedule

		+2%	+2%	+2%	+2%
Rank	**2020**	**2021**	**2022**	**2023**	**2024**
Academy	$30,600	$31,212	$31,836	$32,473	$33,122
Patrolman 13 Class	$44,500	$45,390	$46,298	$47,224	$48,168
Patrolman 12 Class	$49,500	$50,490	$51,500	$52,530	$53,580
Patrolman 11 Class	$54,500	$55,590	$56,702	$57,836	$58,993
Patrolman 10 Class	$59,500	$60,690	$61,904	$63,142	$64,405
Patrolman 9 Class	$64,500	$65,790	$67,106	$68,448	$69,817
Patrolman 8 Class	$69,500	$70,890	$72,308	$73,754	$75,229
Patrolman 7 Class	$74,500	$75,990	$77,510	$79,060	$80,641
Patrolman 6 Class	$79,500	$81,090	$82,712	$84,366	$86,053
Patrolman 5 Class	$84,500	$86,190	$87,914	$89,672	$91,466
Patrolman 4 Class	$89,500	$91,290	$93,116	$94,978	$96,878
Patrolman 3 Class	$94,500	$96,390	$98,318	$100,284	$102,290
Patrolman 2 Class	$99,000	$100,980	$103,000	$105,060	$107,161
Patrolman 1 Class	$103,076	$105,138	$107,240	$109,385	$111,573

B. Longevity Increase

Removed as of January 01, 2015.

C. Sergeants' Salary

An officer promoted to the rank of Sergeant shall receive the following additional amounts, which shall be included in his or her pensionable base pay:

Year:	2020	2021	2022	2023	2024
Salary:	$3,600	$3,900	$4,200	$4,500	$5,000

ARTICLE 21

PRINTING OF AGREEMENT

The Township shall reproduce this agreement in sufficient quantity so that every employee may be provided with a copy and so that there may be sufficient copies in reserve for any employee hired during the terms of this agreement. This reproduction and distribution shall be accomplished within thirty (30) days of the signing of this agreement.

ARTICLE 22

SEVERABILITY

If any provision of this agreement shall conflict with any law, of for any reason be declared void, such provision shall be deemed severable and such severability shall have no effect on the remaining provisions of this agreement, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE 23

DEFACTO / ACTING SUPERVISOR

Any employee covered by this agreement, who shall have been directed by the chief of police, or in his absence, the police sergeant, to act in the capacity of a senior ranking officer will be compensated at the contractual sergeant's rate of pay, retroactive back to the first (1st) day assigned, after serving 30 consecutive work days in the assignment. The selection of personnel to serve in such capacity shall be at the Chief's, or in his absence, the Sergeant's discretion. Seniority shall be considered, but is not the sole factor. Should the Chief and Sergeant be incapacitated and unable to act under this Article, the Police Committee shall make such assignment.

IN WITNESS WHEREOR, the parties have hereto set their hands and seals at Township of Holland, Hunterdon County, New Jersey on this 1st day of DEC. 2020.

POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY HUNTERDON COUNTY LOCAL 188

BY: _____
Patrolman Scott R. Heilig

BY: _____ #5
Patrolman Robert C. Davis

BY: _____ #6
Patrolman Robert W. Young, Jr.

TOWNSHIP OF HOLLAND IN THE COUNTY OF HUNTERDON, NEW JERSEY

BY: _____
Daniel T. Bush, Mayor

BY: _____
Raymond B. Krov, Deputy Mayor

BY: _____
Scott Wilhelm, Committee-Man