

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE TOWNSHIP OF WEST AMWELL

AND

**THE HUNTERDON COUNTY
POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL# 188
WEST AMWELL UNIT**

2020 - 2023

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PREAMBLE

THIS AGREEMENT IS EFFECTIVE THE FIRST DAY OF JANUARY, 2020 BY AND BETWEEN THE TOWNSHIP OF WEST AMWELL, IN THE COUNTY OF HUNTERDON, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, (HEREINAFTER REFERRED TO AS THE "TOWNSHIP"), AND THE HUNTERDON COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 188, (HEREINAFTER REFERRED TO AS "PBA"). THIS AGREEMENT REPRESENTS THE

COMPLETE AND FINAL UNDERSTANDING ON ALL BARGAINABLE ISSUES BETWEEN THE TOWNSHIP AND THE PBA AND IS DESIGNED TO MAINTAIN AND PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE TOWNSHIP AND THE EMPLOYEES WHO ARE REPRESENTED BY THE PBA IN ORDER THAT CONTINUED EFFICIENCY AND EXCELLENCE IN SERVICE BE RENDERED BY THE POLICE OFFICERS OF THE TOWNSHIP OF WEST AMWELL. THE TERM OF THIS AGREEMENT IS FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2023.

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ARTICLE I
MANAGEMENT RIGHTS

- I. 1. Except as so modified by this Agreement or practice, the Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it as the appropriate authority prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States of America to conduct the business of the Township, including to manage and direct the affairs of the Police Department and to fulfill its lawful obligations.
2. It is further understood and agreed that all rights of management are retained by the Township, except as modified by this Agreement, and that these rights shall include but not by way of exclusion, the right to (a) select and direct the Officers; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge or take other disciplinary action for good cause; (d) relieve Officers from duty because of lack of work or for other legitimate reasons; and (e) determine the work to be performed within the unit of employees covered by this Agreement.

ARTICLE II
RECOGNITION

- II. 1. The Township hereby recognizes the PBA as the sole and exclusive representative of the members of the bargaining unit, for the purpose of collective bargaining with respect to the terms and conditions of employment, rate of pay, wages, hours of work, settlement of grievances and other mandatory negotiable conditions of employment.
2. The bargaining unit shall consist of all full-time police officers, Corporals, Detectives, Sergeants, now employed, or hereafter employed, by the Township, but shall exclude officers above the rank of Sergeant, Part-Time Police Officers and Special Police Officers, and all other employees of the Township. Unless otherwise indicated, the terms "employee", "police officer(s)", "policeman", "patrol officer(s)" or "officer" shall be interpreted interchangeably to mean employees covered by this agreement.
3. The Township and the Police Officers agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or other legally protected classification.
4. The Township and the Patrol Officers agree that all employees covered under this Agreement have the right, without fear of reprisal, or penalty, to form, join, resign from, or assist the PBA, or to refrain from any such activity. There shall be no discrimination by the Township and the PBA against any employee because of the employee's membership or non-membership, activity or non-activity in the PBA.
5. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and police department rules and regulations upon any Township official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring the Township officials to follow the terms contained herein, to the extent that they are in conformance with the duties and responsibilities conferred upon them by law.
6. Nothing contained in this Agreement shall be construed to deny or restrict any police officer such rights as the officer may have under any other applicable law and regulation.

ARTICLE III
NEGOTIATIONS PROCEDURE

- III. 1. The Township and the PBA 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. In such negotiations, each party will be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Such agreement will apply to all members of the bargaining unit and will be reduced to writing and, after ratification, signed by the parties.
2. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, consistent with their status as representatives of their principals. No agreements will be binding until formally approved by the principals.
3. The parties agree that notification will be made to the Township by the PBA at least three (3) months prior to the end of the term of the existing contract, noting the end of the contract and the desire to open negotiations for a successor agreement.

ARTICLE IV
GRIEVANCE PROCEDURE

- IV. 1. Definitions. The term "grievance" as used herein means any controversy arising over the interpretation, application, or alleged violation of policies or administrative decisions affecting terms and conditions of employment under this Agreement, and may be raised by an individual employee, the bargaining unit as a whole, or group of employees, at the request of any such individual or group (hereinafter referred to as the "grievant").

The term "Department" shall mean the West Amwell Township Police Department, a body of trained officers entrusted by the Township with maintenance of public peace and order, enforcement of laws, and prevention and detection of crime.

2. Steps of the Procedure:

A. Step One. A grievance initially must be filed within thirty (30) calendar days from the date on which the act that is the subject of the grievance occurred or became known to the grievant, whichever is later. The grievance shall be submitted, in writing, to the Officer in Charge of the Department, or his/her designee, 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. A grievant shall file a written grievance which shall meet the following specifications:

1. It will be specific,
2. It will contain a synopsis of the facts giving rise to the dispute, controversy, or issue,
3. It will specify the section of the Agreement, or rule, or regulation, or statute, or ordinance, which has been allegedly violated, misapplied, or as to which the dispute arises,
4. It will state the relief requested,
5. It shall contain the date of the incident giving rise to the alleged dispute, controversy or issue,
6. It shall be signed by the grievant.

B. Step Two. In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event there is no timely written response at Step One, i.e. within fifteen (15) days after the response date set forth in Step One, the grievant may present the written grievance and any written

response(s) received at Step One to the Township Committee or its designee. The parties will meet within ten (10) days of this submission and the Township Committee, or its designee, shall within five days thereafter make a written response.

C. Step Three. In the event the grievance is not resolved to the satisfaction of grievant at Step Two, or in the event the Township Committee, has not served a timely response at Step Two, then within fifteen (15) days after the response set forth in Step Two, the PBA and only the PBA may notify the Township Committee or its designee, in writing, of its intent to submit the grievance to the New Jersey State Board of Mediation or the Public Employment Relations Commission for binding arbitration. If the grievance is so submitted by the PBA:

1. The arbitrator shall be required to deliver parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) days from the date of closing of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proof to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever, alter the provisions of this Agreement.
2. Grievance meetings and hearings shall be held at mutually acceptable times and places. The grievant shall have a representative from the PBA in the resolution of the grievance at such meetings and hearings.
3. The fees, expenses, and all other proper charges of the arbitrator shall be divided equally between the parties; however, each party shall bear his own additional costs.
4. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled so as to avoid time off from regular scheduled shifts. However, in the event a grievant, or witness called by him, is on duty, he shall be permitted to attend the said hearing without reduction or loss of pay.
5. No reprisals of any kind shall be taken by the Township, or any agent thereof, against any grievant or party participating in a grievance procedure or any member of the bargaining unit by reason of such participation.
6. All grievance hearings, conducted as outlined herein, shall be conducted in private and shall be attended by the respective parties

and/or their representatives, in addition to any witnesses produced by either party for the purpose of testifying at such hearing.

7. All time limits contained in this Article of the Agreement may be extended by mutual consent. Unless such time limits are so extended, the failure to observe the time limits herein stated for the presentation of the grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and be deemed a settlement thereof.
8. All days referred to herein shall be calendar days unless specified otherwise.

ARTICLE V
UNIFORMS AND EQUIPMENT

- V. be
1. Basic Uniform: The basic uniform and the equipment for all police officers shall be determined by the Township and provided by the Township. All officers covered herein shall be uniformed similarly.
 2. Uniform Maintenance Allowance:
 - A. Uniform maintenance shall be provided by the Township.
 - B. The Township shall provide all new Officers with a full complement of uniforms when hired. Officers are entitled to replacement of worn uniform items as needed. If the uniform is changed for any reason it will be the responsibility of the Township to provide the uniforms to all of the Officers.
 - C. Employees shall be entitled to be reimbursed the replacement cost of personal property; i.e., wristwatch, glasses, wedding band or other personal property damaged or destroyed while in the act of performing his/her duties as a police officer. This personal property shall be restricted to everyday normal items. Jewelry that is not necessary for the performance of duty will not be replaced or reimbursed. The cost of the reimbursement will not exceed \$400.00 per item.

ARTICLE VI
PRINTING OF THE AGREEMENT

- VI. 1. The Township shall reproduce this Agreement in sufficient quantity so that every employee may be provided with a copy if requested and so that there may be sufficient copies in reserve for any employee hired during the term of this Agreement. This reproduction and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

ARTICLE VII
PERSONNEL FILES

- VII. 1. Employees shall have access to their individual personnel file, upon twenty-four (24) hours' notice to the Officer in Charge of the Police Department or his designee and may be viewed during the normal working hours of the Officer in Charge of the Police Department or his designee. If an employee disagrees with an item in his personnel file, he may place a rebuttal statement in the file. Such rebuttal shall be made by indicating on the document to be rebutted the following: "I, (Name of the police officer), have enclosed in my personnel file a rebuttal to this document dated (insert date)," and by filing the written rebuttal in the personnel file.
2. Personnel files shall not be removed without the express written consent of the Officer in Charge of the Department or his designee. Police officers may copy anything that is in his/her respective personnel file upon at least twenty-four (24) hours' notice to the Officer in Charge.
3. A copy of each written evaluation of work performance shall be given to the employee. The employee shall sign the evaluation form, acknowledging his review of same, (not per se agreement with same), immediately following such review. The employee shall make any response within thirty (30) calendar days from the date of his signature, which statement shall become part of the evaluation and placed in his personnel file.
4. No document of anonymous origin shall be included in a personnel file. 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 her or her personnel file.

ARTICLE VIII
JUST CAUSE PROVISION

- VIII. 1. No officer shall be discharged, disciplined, suspended or reduced in rank or compensation without just cause, and, if applicable, in accordance with N.J.S.A. 40A:14-147.
2. An Officer may appeal any disciplinary action not covered by statute and/or regulation, through the Agreement's grievance procedure.

ARTICLE IX
EMPLOYEE RIGHTS DURING INVESTIGATIONS

- IX. 1. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Department. These questions may require investigation by superior officers, or other agents of the Township. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
- A. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.
 - B. The employee shall be informed of the nature of the investigation before any interrogation commences. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contact.
 - C. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.
 - D. The complete interrogation of the employee shall be recorded mechanically, and copies of tapes shall be provided to the PBA representative. "OFF THE RECORD" questions shall be allowed with mutual consent only. All recesses called during the questioning shall be recorded. The contents of the tapes shall be kept confidential during the course of the investigation and the tapes shall not be destroyed without mutual consent.
 - E. The employee shall not be subject to any abusive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.
 - F. In all cases and at every stage of the proceedings, the Department shall afford an opportunity for the employee, if so requested, to consult with counsel and the PBA representative before being questioned concerning any violation or complaint of any type, which may result in any disciplinary action being taken against said employee.

- G. This article shall not preclude a supervisor's right to question subordinates relative to their daily activities. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

- H. Anytime an Officer is involved in a critical incident in the line of duty, which is defined as a shooting, near death experience, policing of fatal traffic crashes, or other situations involving significant human suffering, he/she/ has a right to immediate medical treatment, psychological treatment, and consultation with counsel, and a reasonable amount of time to give his/her report or account of the incident. Nothing in this clause is intended to hamper an investigation or incident and a timely report by the Officer involved.

ARTICLE X
LEGAL DEFENSE

- X. 1. The Township will provide defense for members or officers in action or legal proceedings arising out of or incidental to performance of duties pursuant to N.J.S.A. 40A:14-155, as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

2. The Township's obligation to provide a legal defense to a police officer, pursuant to N.J.S.A. 40A:14-155, shall be modified, to the extent, that N.J.S.A. 40A:14-155 is replaced or amended, by the legislature, during the term of this Agreement.
3. The employer's obligation under Paragraph 1 shall be deemed satisfied if its insurance carrier enters a defense on behalf of the affected officer and furnished counsel. However, if the carrier advises that the claim against the officer exceeds, or is excluded from its coverage, then the officer may, subject to the prior consent and approval of the Township, select his own counsel for his defense, and the employer shall pay or reimburse all resulting legal fees and costs at rate not to exceed rate of Township Attorney, as agreed by the Township on annual rate presentation by said Township Attorney. The consent of the Township shall not be unreasonably withheld.

ARTICLE XI
UNPAID LEAVE OF ABSENCE

- XI. 1. An unpaid leave of absence may be granted by the Township Committee for up to six (6) months in length at the sole discretion of the Township Committee if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick time, regardless of the length of leave requested. The portion of leave that runs beyond the exhaustion of the vacation and sick time will be without pay or longevity credit. A leave of absence may be renewed at the discretion of the Township for a period not to exceed six (6) months, if such extension is considered to be in the best interest of the Township.
2. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to the pension system or health plan during this leave of absence unless the employee agrees to bear the costs. In that case, the rules of the carrier shall apply.
3. Employees are required to notify the Township Committee on the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without a notice shall be considered a voluntary resignation. Upon return, the employee shall be placed in the same rank and grade prior to said leave and shall be credited with the same seniority accrued prior to said leave.

ARTICLE XII
SICK LEAVE

XII. 1. Each employee shall be granted sick leave as set forth in the schedule below:

Probationary: One (1) sick day per month worked/employed.

Full-Time: Fifteen (15) paid sick days per year.

2. Sick Leave is hereby defined to mean absence from duty by an employee because of the following reasons:

- a. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- b. Time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- c. Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
- d. Time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or
- e. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

In the event of the absence of an employee, the Officer in Charge of the Department or his designee shall be notified as soon as possible prior to his/her scheduled shift. For the purpose of this Article, a sick day is defined as a twelve (12) hour work day.

3. Unused sick days may be accumulated by an employee to a maximum of two hundred and sixty (260) sick days.
4. This Section (4) shall not prohibit an employee from using accrued sick days prior to his/her retirement for Sick Leave. Unused sick days shall accumulate from year to year. Upon retirement, under the New Jersey Police and Firemen's Retirement System, the Township shall pay the employee the full amount of any unused sick leave accrued at the employee's prevailing rate of pay not to exceed forty five days (45). If sick leave is used in this manner it will be computed the same as if the employee has used the time annually toward time in service and pension. Employees hired after May 21, 2010 but before the date this Agreement is executed shall receive a maximum of \$15,000 for accrued but unused sick leave upon retirement. Employees hired after January 1, 2020 shall receive a maximum of \$10,000 for accrued but unused sick leave upon retirement.
5. The total number of sick days allocated shall be credited to each employee as of January 1st of each year. In the event that resignation, termination or retirement of an employee occurs during the calendar year, unearned sick leave, which has already been used by said employee, will be deducted from any final salary payment.
6. After three (3) consecutive days of sick leave used by an employee, a confirmation of illness from a qualified physician will be provided by the employee and at the employee's expense. The Township may request confirmation of illness from a qualified physician if abuse of sick leave is suspected or documented.
7. No paid sick leave shall begin to accumulate until after six (6) months of continuous employment.

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ARTICLE XIII
PERSONAL DAYS

- XIII. 1. Employees shall be entitled to three (3) days leave of absence per year with pay for personal business. Forty-eight (48) hours' notice for said leave shall be given, except in cases of emergency, to the Officer in Charge of the Department or his designee. The Township reserves the right to deny requests for personal days as conditions warrant, but approval shall not be unreasonably withheld. For the purpose of this Article, a personal day is defined as a twelve (12) hour work day.
2. There shall be no accumulation of personal days.
3. There shall be no payment for unused personal days upon resignation or retirement.

ARTICLE XIV
VACATION

- XIV. 1. Each police officer shall be granted paid vacation as follows:
- A. One (1) week vacation for up to one year of service; (Five working days)
 - B. Two (2) weeks' vacation for two (2) to five (5) years of service; (Ten working days)
 - C. Three (3) weeks' vacation after (5) years of service; (Fifteen working days)
 - D. Four (4) weeks' vacation at (15) years of service (Twenty working days)

For the purpose of this Article, a vacation day is defined as a twelve (12) hour work day.

- 2. To calculate years of service: if an employee was hired before June 30th the employee receives credit for that year. If an employee was hired after June 30th the employee does not receive credit for that year.
- 3. Vacation preference shall be determined on the basis of seniority and subject to the reasonable discretion of the Officer in Charge of the Department or his designee to assure adequate continuous services to the Township. Upon thirty (30) days' notice, a police officer shall be permitted to take up to the maximum vacation allotment for that employee for that year, if approved by the Officer in Charge of the Department or his designee, which approval shall not be unreasonably withheld. Additionally, upon forty-eight (48) hours' notice, a police officer may, but need not, take up to one of the vacation days to which he is entitled, subject to the same approval.
- 4. Vacation shall be allowed to accumulate year to year up to a total of ten (10) days which an employee may carry into the next year. Upon written request the employee may receive payment at the current years straight time rate for 25% of their vacation time in lieu of using vacation time. An employee who wishes to take extended vacation, (over his allotted days for one year, to be taken at one time), must make written notification to the Officer in Charge of the department or his designee at least sixty (60) days prior to the beginning of that vacation period requested. Officers hired prior to January 1, 2020 shall be allowed to accumulate year to year up to a total of thirty-five (35) days which an employee shall be permitted to carry over.
- 5. Vacation may not be taken in conjunction with, or consecutive to other leave without permission of the Township.

6. Retirement: Upon retirement, under the New Jersey Police and Firemen's Retirement System, the Township shall pay the employee the full amount of any accrued but unused vacation days at the employee's prevailing rate for a maximum of ten (10) days. Employees hired prior to January 1, 2020 shall be paid the full amount of any accrued but unused vacation days at the employee's prevailing rate for a maximum of thirty-five (35) days.



ARTICLE XV
HOLIDAYS

- XV. 1. For each year of this agreement, police officers shall be entitled to the following (14) paid holidays which will be included into the base salary and have regular pension deductions made:

NEW YEARS DAY
MARTIN LUTHER KING DAY
PRESIDENTS DAY
GOOD FRIDAY
EASTER SUNDAY
MEMORIAL DAY
FOURTH OF JULY
LABOR DAY
COLUMBUS DAY
VETERANS DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS EVE
CHRISTMAS DAY

2. Hours worked on a holiday shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate which is computed by dividing the employee's annual salary by 2,080 hours per year.
3. If additional holidays are declared for the other Township employees, the police officers covered by this agreement shall receive the same in addition to the above listed days. Furthermore, officers shall receive an additional day's pay, at straight time, for these additional holidays.
4. Compensation for holidays must be submitted on overtime forms or those designated by the head of the department during the pay period which the holiday falls.
5. Employees must work his/her scheduled shift before and scheduled shift after the holiday to earn the 1½ times compensation for the holiday worked. Vacation and personal time shall be excluded from the above. Unexcused sick days and comp days will be all that applies to this paragraph. Unexcused sick days for the purpose of this paragraph are defined as one or more sick days without a confirmation of illness from a physician.

ARTICLE XVI
INSURANCE PLANS

- XVI. 1. The Township shall provide for the hospital and medical insurance, including major medical for all full-time police officers, and their families, under the current state health benefits plan or its equivalent. Officers shall contribute toward medical benefits as enumerated in the Health Benefit Contribution Schedules under provisions of Chapter 78, P.L. 2011 as required by State law. The Township will implement an IRC section 125 Plan for employees. If the legislation regarding mandatory contributions expires or is declared illegal by a court or other appropriate body, the contributions in this agreement shall be subject to negotiations.

If an Officer is critically disabled or killed in the line of duty, medical attention and/or grief/trauma counseling will be immediately made available to the Officer and his/her family. In addition, if an officer is disabled in the line of duty and receives a disability pension or is killed in the line of duty, the Township will provide medical coverage at the current level for the Officer and eligible dependents as follows: Officer and/or spouse until eligible for Medicare or spouse remarries. Dependent children until age 26.

2. The Township shall continue life insurance coverage for the police officers covered herein, at no cost to the officers, at the level of coverage in effect at the time of the execution of this agreement. Current life insurance coverage is set forth in schedule "B" attached hereto and made part thereof.
3. The Township shall continue police liability insurance coverage for its officers, at no cost to the police officers, at the level of coverage in effect at the time of the execution of this agreement. The level of liability insurance is set forth in Schedule "C", attached hereto and made part thereof.
4. The Township may exercise its right to change insurance carriers, so long as the coverages are equal to or better than listed in this Agreement.
5. For those officers hired before January 1, 2020, \$1,000.00 per employee covered under this Agreement, per year, will be allocated for non-insurance covered medical expenses. No payment shall be made unless the request is accompanied by a copy of the provider's bill or a copy of the receipt for goods or service provided to the employee.
6. Negotiations regarding medical, dental, eye care and/or prescription drug plans will be opened at the request of either party and may be attached to this agreement as an addendum, during the life of this agreement.
7. The Township will provide, at no cost to the officer, temporary disability insurance.

ARTICLE XVII
BARGAINING UNIT REPRESENTATIVE

- XVII. 1. Duly elected representative(s) of the bargaining unit 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 PBA decides to have its representative(s) enter the Township facilities or premises, it will request such permission from the Officer in Charge of the Department or his designee and such permission will not be reasonably withheld.

ARTICLE XVIII
POLICE OFFICER DEFINITIONS

XVIII. The Township retains the right, in its sole discretion, to give additional salary credit to a new hire to reflect other police related experience.

A. FOR OFFICERS HIRED BEFORE JANUARY 1, 2020

1. Probationary Police Officer - shall serve in that status from the starting date of employment until the completion of one (1) year of service. All probationary police officers may be terminated at any time during that period for any reason by the Township.
2. Police Officer 9th Class – An employee's status from completion of probationary period to completion of two (2) years of service.
3. Police Officer 8th Class - An employee's status from completion of 2nd year of service through completion of three (3) years of service.
4. Police Officer 7th Class - An employee's status from completion of 3rd year of service through completion of four (4) years of service.
5. Police Officer 6th Class- An employee's status from completion of 4th year of service through completion of five (5) years of service.
3. Police Officer 5th Class- An employee's status from completion of 5th year of service through completion of six (6) years of service.
4. Police Officer 4th Class- An employee's status from completion of 6th year of service through completion of seven (7) years of service.
5. Police Officer 3rd Class- An employee's status from completion of 7th year of service through completion of eight (8) years of service.
6. Police Officer 2nd Class- An employee's status from 8th year of service through completion of nine (9) years of service.
7. Police Officer 1st Class- An employee's status from the completion of nine (9) years of service and after.
8. Corporal -An employee who is employed in a supervisory patrol position and so designated by the Township Committee.
9. Sergeant - An employee who is employed in a supervisory patrol position and so designated by the Township Committee.

B. FOR OFFICERS HIRED AFTER JANUARY 1, 2020

1. Probationary Police Officer - shall serve in that status from the starting date of employment until the completion of one (1) year of service. All probationary police officers may be terminated at any time during that period for any reason by the Township.
2. Police Officer 11th Class – An employee’s status from completion of probationary period to completion of two (2) years of service.
3. Police Officer 10th Class – An employee’s status from completion of 2nd year of service through completion of three (3) years of service.
4. Police Officer 9th Class - An employee's status from completion of 3rd year of service through completion of four (4) years of service.
5. Police Officer 8th Class - An employee's status from completion of 4th year of service through completion of five (5) years of service.
6. Police Officer 7th Class - An employee's status from completion of 5th year of service through completion of six (6) years of service.
7. Police Officer 6th Class- An employee's status from completion of 6th year of service through completion of seven (7) years of service.
8. Police Officer 5th Class- An employee's status from completion of 7th year of service through completion of eight (8) years of service.
9. Police Officer 4th Class- An employee's status from completion of 8th year of service through completion of nine (9) years of service.
10. Police Officer 3rd Class- An employee's status from completion of 9th year of service through completion of ten (10) years of service.
11. Police Officer 2nd Class- An employee's status from 10th year of service through completion of eleven (11) years of service.
12. Police Officer 1st Class- An employee's status from the completion of eleven (11) years of service and after.
13. Corporal -An employee who is employed in a supervisory patrol position and so designated by the Township Committee.
14. Sergeant - An employee who is employed in a supervisory patrol position and so designated by the Township Committee.

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**ARTICLE XIX
SALARIES AND WAGES**

XIX. 1. Base Salary: The base salary for each employee covered herein shall be as follows:

OFFICERS HIRED BEFORE JANUARY 1, 2020

	1/1/2020	1/1/2021	1/1/2022	1/1/2023
Probationary	\$ 50,410	\$ 50,410	\$ 50,410	\$ 50,410
Patrolman 9th	\$ 55,019	\$ 55,019	\$ 55,019	\$ 55,019
Patrolman 8th	\$ 58,617	\$ 58,617	\$ 58,617	\$ 58,617
Patrolman 7th	\$ 62,218	\$ 62,218	\$ 62,218	\$ 62,218
Patrolman 6th	\$ 65,817	\$ 65,817	\$ 65,817	\$ 65,817
Patrolman 5th	\$ 70,233	\$ 70,233	\$ 70,233	\$ 70,233
Patrolman 4th	\$ 74,832	\$ 74,832	\$ 74,832	\$ 74,832
Patrolman 3rd	\$ 79,429	\$ 79,429	\$ 79,429	\$ 79,429
Patrolman 2nd	\$ 84,027	\$ 84,027	\$ 84,027	\$ 84,027
Patrolman 1st	\$ 91,284	\$ 94,022	\$ 96,843	\$ 100,232
Corporal	\$ 92,482	\$ 95,256	\$ 98,114	\$ 101,548
Sergeant	\$ 95,772	\$ 98,646	\$ 101,605	\$ 105,161

After September 1, 2016 officers below the rank of Sergeant, promoted to the rank of Detective, will receive a \$1,000.00 annual stipend to their current salary to be paid throughout the year.

To clarify, below is a list of the step that each Officer will be on as of January 1, 2020:

- Timothy Vanselous Sergeant – (Retired effective the agreement being signed)
- Jonathan Sellner Corporal
- Joseph Cesare Patrolman 3rd Class
- Cornelius Flemming Patrolman 7th Class
- Daniel Titen Patrolman 8th Class

OFFICERS HIRED ON OR AFTER JANUARY 1, 2020

	1/1/2020	1/1/2021	1/1/2022	1/1/2023
Probationary	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Patrolman 11th	\$ 51,204	\$ 51,204	\$ 51,204	\$ 51,204
Patrolman 10th	\$ 55,409	\$ 55,409	\$ 55,409	\$ 55,409
Patrolman 9th	\$ 60,613	\$ 60,613	\$ 60,613	\$ 60,613
Patrolman 8th	\$ 65,818	\$ 65,818	\$ 65,818	\$ 65,818
Patrolman 7th	\$ 69,233	\$ 69,233	\$ 69,233	\$ 69,233
Patrolman 6th	\$ 72,832	\$ 72,832	\$ 72,832	\$ 72,832
Patrolman 5th	\$ 76,429	\$ 76,429	\$ 76,429	\$ 76,429
Patrolman 4th	\$ 80,527	\$ 74,832	\$ 74,832	\$ 74,832
Patrolman 3rd	\$ 84,150	\$ 79,429	\$ 79,429	\$ 79,429
Patrolman 2nd	\$ 88,250	\$ 84,027	\$ 84,027	\$ 84,027
Patrolman 1st	\$ 91,284	\$ 94,022	\$ 96,843	\$ 100,232
Corporal	\$ 92,482	\$ 95,256	\$ 98,114	\$ 101,548
Sergeant	\$ 95,772	\$ 98,646	\$ 101,605	\$ 105,161

2. All salary increases are effective and retroactive to January 1, 2020. Retroactive pay shall be paid no later than November 1, 2020.
3. Officers in the step guide (Probationary to Patrolman 2nd Step) shall advance one step on the salary guide on their anniversary each year. Officers on the top step (Patrolman 1st), Corporals and Sergeants shall receive their increases on January 1 of each year.
4. Officers working as the acting/temporary Officer in Charge ("OIC") shall receive the Lieutenant rate of pay beginning on the 30th day of such work.
5. Pay Periods: Pay periods will be bi-weekly and the base salary plus any earned overtime will be paid for that pay period.
3. Pay Week: The pay week shall be from 12:01am Saturday through midnight the following Friday.
4. On Call and Call In: Employees shall be required to be on call in emergency situations only. In the event that an employee is called in to work during other than regularly scheduled hours, i.e., back up assistance, off duty court, administrative appearances, police school, firearms qualifications, special training, etc., he/she shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half (1½) times employee's regular hourly rate.
5. Employees shall be permitted to voluntarily swap their tours of duty. Exchange of duty shall not be permitted if as a result overtime is incurred by the Township.

ARTICLE XX
WORK SCHEDULE

- XX. 1. The workday shall consist of 12 hours on-duty with a rotation of 2 consecutive days on duty followed by 2 consecutive days off duty, 3 consecutive days on duty followed by 2 consecutive days off duty, and 2 consecutive days on duty followed by 3 consecutive days off duty. There shall be two (2) shifts with the hours being: 0700-1900 (Days) and 1900-0700 (Midnights). However, the Officer in Charge can change this schedule during an emergency situation or should the Officer in Charge declare a manpower shortage.
2. Pitman Time: Each officer shall be granted ninety-six (96) hours of "Pitman Time" each year. Each officer shall be allowed to use this time at his or her discretion. Officers shall be permitted to request a full shift off by providing notice in accordance with Department policy. The current practice where officers are permitted to take partial shifts off using Pitman Time without prior notice shall be continued, provided that manpower allows the use of such time.
3. Twenty-four (24) hours of Pitman Time may be carried over from year to year until December 31, 2022. Thereafter, Pitman Time shall not be carried over to the following year unless the Officer in Charge declares a manpower shortage and / or the time is denied because of staffing or the needs of the Department or Township. An Officer shall then be allowed to carry over all unused Pitman Time to be used in the next calendar year. Pitman Time may not be submitted for monetary payment at the end of the year, upon termination, resignation or retirement.

ARTICLE XXI
LONGEVITY

- XXI. 1. In addition to the annual base salary, each employee shall be paid a longevity increment based upon years of experience from the date of hire in accordance with the following schedule. Disbursements will be made pro rata in regular paychecks with regular pension deductions made:
- A. Upon completion of five (5) years - 2% of base salary.
 - B. Upon completion of ten (10) years - 3% of base salary.
 - C. The longevity increment will be calculated as of the anniversary date.
2. Employees hired after January 1, 2020 shall not be entitled to longevity.

ARTICLE XXII
OVERTIME

- XXII. 1. Overtime shall be paid to any employee who is required to work in excess of his/her regularly scheduled tour of duty. Overtime shall be paid to any employee who is required to work on a regularly scheduled day off, or for any purpose stated below. Employees shall be compensated at the rate of one and one-half (1½) times his/her regular hourly rate. The hourly rate shall be determined by dividing the employee's annual base salary by 2,080 hours per year. For purposes of overtime payment, hours worked shall have been actual hours worked.
2. Employees shall not be paid overtime for hours worked as listed above, unless such overtime is approved and/or authorized by the Officer in Charge of the Department or his designee.
3. Employees covered by this Agreement shall be paid straight time for hours worked while in attendance or required court duties and during their regular tour of duty. Employees covered by this Agreement, who attend Court proceedings in conjunction with their official duties, will receive overtime pay if appropriate pursuant to this Article. Hours so worked shall be reported in accordance with Department policy and included, when so reported, with normal distribution of salary and wages. Employees shall wear their normal police uniforms when appearing in any court, when such appearance arises out of the performance of their duties.
4. Monetary compensation for overtime worked within any pay period shall be made within the pay period which immediately follows, provided said overtime is submitted in a timely fashion.
5. Employees may be required to attend four (4) departmental meetings during each calendar year without receiving compensation. Any meetings in excess of four per calendar year shall be considered overtime and any employee attending such additional meetings shall be compensated, unless the meeting is held during his regular tour of duty. Employees must attend the departmental meetings unless excused by the Officer in Charge of the Department or his designee.
6. Overtime must be submitted on the forms approved for payment of overtime by the Township.
7. An employee called in for unscheduled overtime shall receive a minimum of four (4) hours overtime compensation.

8. In lieu of overtime, an employee may, with prior approval from the Officer in Charge, take compensation in the form of time-off, at overtime rates (1½). If an employee does not elect to take compensation time off, he will be paid at the overtime rate.

9. When unscheduled overtime occurs, the overtime hours should first be offered to Part Time/Special Patrolmen employed by the Township. If Part Time/Special Patrolmen are not available to work the hours of unscheduled overtime those hours will be offered to full-time employees. Every effort will be made to fill the overtime hours with Township employees. An employee may not work more than sixteen hours in one twenty-four (24) hour period, except in emergency, and with the approval of the Township. At no time will shifts be unmanned by Township Police Officers except in instances where no Township Police Officers are available, at which time N.J.S.P. will be used to maintain coverage, until a Township Officer is available. This scheduling is the responsibility of the Officer in Charge of the Department.



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ARTICLE XXIII
DEATH IN THE FAMILY

- XXIII. 1. Every employee covered by this Agreement shall be granted leave with pay upon the death of a member of the family. Each leave shall be taken between the day of death and up to and including the third day after the burial based upon the following schedule:
- A. In the event of death of a spouse, father, mother, brother, sister, son, or daughter, father-in-law or mother-in-law, or other relative residing in the household, a maximum of five (5) working days.
 - B. In the event of death of a grandparent, an aunt or uncle, a maximum of three (3) working days.
2. The times listed pertaining to this Article may be extended by the Township Committee. In the event the requested leave cannot be acted upon in a timely fashion by the Township Committee, at the direction of the Officer in Charge or committee member in charge of the Police Department may extend the above listed times.

ARTICLE XXIV
MISCELLANEOUS

- XXIV. 1. Mileage Allowance: In the event an employee is required to use a personal vehicle for any business or activity related to this employment, the employee shall be compensated at the government approved annual rate.
2. Out of Pocket Expenses: Upon receiving prior approval by the Officer in Charge of the Department or his designee, employees shall be reimbursed or out-of-pocket expenses such as tools, parking, meals and/or lodging, incurred in connection with the performance of official duties.
3. Bulletin Boards: The PBA shall have the exclusive use of a bulletin board at police headquarters for the posting of notices of interest to the constituents of the bargaining unit.
4. Military Leave: Military leave shall be provided in accordance with the applicable law.
5. Outside Employment: It is understood that full-time employees will consider their position with the Township as their primary employment. Any outside employment must not interfere with an employee's efficiency and his position as a police officer with the Township. An employee shall notify the Township of any outside employment. Notice shall be in writing to the Officer in Charge or his designee and shall include the name and address of the outside employer, the nature of the employment and the work schedule. Any outside employment, where an officer will be working in uniform, shall be at the discretion of the Township Committee and must be approved in advance, such approval shall not be unreasonably withheld.
6. Supplemental Employment: Employment outside the Department wherein Township equipment is used (i.e. uniform, patrol car, etc.) will be administered by the Township. Employees must notify the Township Clerk of dates said outside employment will be performed. A base rate of ninety dollars (\$90.00) per hour will be paid by the outside employer to the Township for a minimum of four (4) hours which will disburse to the employee who performed the outside work seventy dollars (\$70.00) per hour for a minimum of four (4) hours. For work performed at the high school only, officers shall earn sixty dollars (\$60.00) per hour, for a minimum of three (3) hours. This disbursement will be subject to standard payroll deductions and shall be included in the normal pay period immediately following receipt of payment to the Township from the said outside employer. Any work performed under this Section will not be considered as time

worked under the Department regular work schedule and shall not be part of base salary reported to the pension system.

- shall
7. Physical Examinations: Any physical examination, required by the Township, be conducted by the Township physician at the expense of the Township.
- the
8. The Township will purchase and maintain at least two cell phones to be used by Patrol Division for work related calls. The phones will be relayed to the oncoming shifts at shift change.
- day's
9. In the case of lay-offs due to budget constraints the Township will provide 90 notifications to the Officers and the PBA. Should layoffs be implemented, the process will begin with the most recently hired full-time Officer after the release of Part Time/ Special Officers.

ARTICLE XXV
COLLEGE INCENTIVE PROGRAM

XXV. 1. The full costs of tuition (not to exceed Rutgers University's regular undergraduate per credit rates) and textbooks will be paid for by the Employer upon successful completion (C+ or better or a grade of Pass, if no letter grade is given) of any accredited college course leading to a degree in law enforcement, or criminal justice, or police science, within thirty (30) days following the submission of receipts of the same. Employees agree that in consideration of receiving reimbursement of tuition, employee agrees to remain employed by Employer for two (2) years for each year of credit reimbursement received. A year of credit reimbursement is equal to 30 credit hours or two (2) semesters of course work).

Any employee that receives a tuition reimbursement pursuant to this Article agrees that he or she will return said reimbursement to the Township if they leave the employ of the Township for reasons other than retirement, termination or layoff within two (2) years of receiving the reimbursement. An employee that retires, is terminated or is laid off within two (2) years of receiving the reimbursement shall not be required to return the reimbursement.

ARTICLE XXVI
TERM, RENEWAL AND ENDORSEMENTS

- XXVI.
1. It is hereby agreed by the parties that this agreement is effective January 1, 2020 and supersedes the previous agreement dated January 1, 2016 through December 31, 2019. This agreement shall remain in full force and effective until it is superseded by a new agreement between the parties. The length of this agreement shall be January 1, 2020 through December 31, 2023.
 2. It is further agreed that at any time during the life of this agreement that either party may, by letter to the other party, request reopening of negotiations regarding any provision of the agreement and that meaningful discussions will ensue regarding said reopening. Should renegotiations be opened they will be restricted to the provisions agreed upon by the parties and the remainder of the agreement will remain in full force and effect.
 3. This Agreement is subject to ratification by the PBA Local 188, West Amwell Unit membership and the West Amwell Township Committee.

ENDORSEMENTS

FOR THE TOWNSHIP OF WEST AMWELL:

James Cally
Mayor James Cally, Committee Representative

10/9/20
Date

Witness: Maria Andrews
Maria Andrews, Clerk

10/9/20
Date

FOR PBA LOCAL 188

Brian McNally
BRIAN MCNALLY, President

10/19/20
Date

Joseph Cesare
JOSEPH CESARE, Representative

10/09/2020
Date

Jonathan Sellner
JONATHAN SELLNER, Representative

10/9/2020
Date

