

PREAMBLE

THIS AGREEMENT entered into this 7/15 day of 2019, by and between the TOWN OF HACKETTSTOWN, County of Warren, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Town" and HACKETTSTOWN-MANSFIELD PBA LOCAL 369, hereinafter referred to as the "Association," represents the complete and final understanding on all bargainable issues between the Town and the Association.

ARTICLE I

RECOGNITION

A. The Town hereby recognizes the Association as the sole and exclusive representative for all fulltime Patrolmen, Sergeants, Lieutenants, and Detectives of the Town of Hackettstown Police Department, excluding all other employees of the Town of Hackettstown.

B. The title of Policeman or Police Officer shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE II

ASSOCIATION REPRESENTATIVES

A. The Association shall have the right to elect two (2) members of the Association as Association Representatives.

B. The elected Representatives of the Association shall be granted a leave of absence with pay to attend the annual PBA convention in accordance with N.J.S.A. 40A:14-177.

C. A certificate of attendance to the convention shall be submitted by the Representative so attending to the Chief of Police.

D. During contract negotiations, the authorized Representatives of the Association, however not more than one (1) Representative at any one time, shall be excused from normal duties for the amount of time reasonably required for the scheduled negotiations and shall receive his regular compensation for time spent when such negotiations interfere with his work schedule. However, said Representative shall always remain available for duty.

E. The duly elected Association Representative or alternate shall be excused with pay from his normal assignments to process grievances when scheduled with the Town's Representatives during regular working hours. Proper and prior request is to be made to the Chief of Police.

F. In the event the Association Officer is incapacitated, or is unable to carry out the function of office due to illness, vacation, or otherwise, an alternate Representative of the Association shall have the full authority to represent the Association for any and all business. However, the name of the alternate must be supplied to the Town in advance and no exception or change in the alternate shall be allowed.

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G. One (1) unit member who is a State PBA delegate shall be so scheduled in order to provide time off to attend one (1) Local and one (1) State meeting per month, provided no less than forty-eight (48) hours' notice is given prior to said meetings.

ARTICLE III

MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be deemed to limit or restrict the Town as employer in any way in the exercise of the functions of management including:

1. The right to manage, control and operate its facilities;
2. To direct the work forces, hire, promote, transfer, suspend, discipline or discharge employees for just cause subject to Civil Service regulations;
3. Determine the amount of overtime to work or layoff employees for lack of work or for other proper reasons;
4. To schedule work subject to the terms of this contract;
5. To require employees to observe the Town's rules and regulations;
6. To make rules and regulations relating to the operations of its facilities not inconsistent with the terms of this Agreement or with N.J.S.A. 34:13A-5.2 et seq.; and
7. To introduce new and improved methods of operation, install new facilities, change existing methods or facilities.
8. To enforce Civil Service regulations.

B. All of said rights are vested exclusively in the Town subject to the laws of the United States and the State of New Jersey.

ARTICLE IV

DUES DEDUCTIONS

A. The Town agrees to deduct from the salaries of its policemen, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with N.J.S.A. 52:14-159(e), as amended.

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

C. If during the life of the Agreement there shall be any change in the rate of membership dues the Association shall furnish to the Town written notice thirty (30) days prior to the effective date of such change and shall furnish to the Town either new authorizations from its members showing the authorized deductions for each policeman, or an official notification on the letterhead of the Association and signed by the president of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Town Clerk.

E. The Association shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town in reliance upon salary deduction authorization cards submitted by the Association to the Town or by reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deductions.

F. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the policemen in the bargaining unit fairly and equally, without regard to the Association membership. The terms of this Agreement have been made for all policemen in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the Town after it had satisfied itself that the Association is a proper majority representative.

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

ARTICLE V
GRIEVANCE PROCEDURE

A. Definitions

1. The term “grievance” as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

2. The term “employee” shall mean any Policeman covered by this contract, but shall not include the Chief of Police.

3. The term “representative” shall include any organization, agency or person authorized or designated by any employee or any group of employees or by a public employees association, or by the Town to act on its or their behalf and to represent it or them.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to disputes arising under this contract or affecting working conditions of the employee.

C. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence complained of, or within five (5) days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. Whenever the employee appears with a representative, the Town shall have the right to designate a representative to participate at any stage in the grievance procedure.

5. An employee shall first discuss his grievance orally with the highest ranking officer not below the rank of Sergeant on his tour and file with the officer a brief written statement of the grievance. The written grievance at this step should contain the relevant facts, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. A decision in writing shall be rendered within two (2) days of said filing.

6. If the grievance is not resolved to the employee's satisfaction within two (2) days from the determination referred to in paragraph 5 above, the written grievance shall be forwarded to the Chief of Police or his designee. This presentation shall include copies of all previous correspondence relating to the matter in dispute. A decision in writing shall be rendered within five (5) days of receipt of grievance by the Chief of Police or his designee.

7. If the grievance is not resolved to the employee's satisfaction within ten (10) days from the determination referred to in paragraph 6 above, the employee shall submit his grievance to the Mayor and the Police Committee in writing. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Mayor and Police Committee shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days from the hearing (unless a different period is mutually agreed upon), the Mayor and Police Committee shall, in writing, advise the employee and his

representative, if there be one, of their determination and shall forward a copy of said determination to the Chief of Police.

10. In the event of the failure of the Mayor and Police Committee to act in accordance with the provisions of paragraph 8 and 9, or in the event a determination by them in accordance with the provision thereof, is deemed unsatisfactory by the employee, then within ten (10) days of the failure of the Mayor and the Police Committee to act or within (10) days of the determination by them, the Association shall have the right to request arbitration. A written request for arbitration shall be made no later than fifteen (15) days following the determination of the Mayor and Police Committee. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and the Mayor and Police Committee shall mutually agree upon a longer time period within which to assert such demand.

11. A request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an Arbitrator.

12. The Arbitrator so selected shall confer with the Employer and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision, which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Employer and the Association and shall be binding on the parties, subject to applicable appellate review procedures. The Town and the employee reserve the right to seek such remedies either party may

have by law or under the State Department of Personnel (DOP) Rules and Regulations. If within the thirty (30) day time period the grievant files an appeal with the DOP, no arbitration hearing shall be held.

13. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring the same.

14. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated representatives, subject to the Open Public Meetings Act.

15. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

16. As part of the grievance procedure, an Arbitrator appointed pursuant to paragraph 11 above and limited to the powers established for the Arbitrator in accordance with paragraphs 12, 13 and 14 above shall be permitted to hear the grievance of employees disciplined by the Town of five (5) days or less.

ARTICLE VI

NO STRIKE PLEDGE

Policemen agree that they shall not resort to a strike or other illegal job action.

ARTICLE VII

HOURS

The workweek and salary for the Hackettstown Police Department shall be computed on the basis of a forty (40) hour workweek.

ARTICLE VIII

OVERTIME

- A. All time in excess of forty (40) hours per week is deemed overtime.
- B. All overtime must be approved by the Chief of Police.
- C. All policemen shall, subject to the needs of the Department as determined by the Chief of Police or his delegate, have compensatory time off on the basis of one and one-half (1 ½) hours for each hour of overtime or payment at a rate equal to one and one-half (1 ½) times his regular base pay work rate for overtime.
- D. 1. Employees shall be entitled to accumulate up to a maximum of forty-eight (48) hours of compensatory time.
2. If an employee who has accumulated the maximum forty-eight (48) hours of compensatory time works additional overtime and is compensated in compensatory time, all compensatory time hours accrued in excess of the forty-eight (48) hour maximum must be used within thirty (30) days from the date earned.
3. All compensatory time must be exhausted prior to retirement.
- E. The Chief of Police shall determine whether compensatory time off or over-time pay shall be granted.
- F. For purposes of overtime compensation, an employee will be credited with one-half (1/2) hour for work performed in excess of fifteen (15) minutes within each one-half (1/2) hour interval.
- G. Overtime will be paid in the next regular paycheck.
- H. When any Policeman shall be required to appear before any Grand Jury or at any municipal, County, Superior or Supreme Court proceeding, except in a Civil Action, the time

during which he is so engaged shall be considered a time of assignment to and performance of duty. When such appearance occurs during the Policeman's assigned duty hours, and such appearance is related to his employment, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall receive either compensatory time off on the basis of one and one-half (1 ½) hours for each hour of overtime or compensation at one and one-half (1 ½) times his regular work rate for such overtime.

I. When an employee is called in to work, he or she shall be guaranteed a minimum of two (2) hours pay at the overtime rate, so long as said call-in is not contiguous with the employee's regular shift. For employees called in between 12:00 a.m. and 6:00 a.m., or on a holiday, the guaranteed minimum shall be three (3) hours.

ARTICLE IX

SALARIES

A. All bargaining unit members shall receive the following annual base salaries for the term of this Agreement:

<u>Patrolman</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
Step 1 (after 0 months)	\$49,895.13	\$51,391.98	\$52,933.74
Step 2 (after 12 months)	\$64,899.05	\$66,846.03	\$68,851.41
Step 3 (after 24 months)	\$71,681.26	\$73,831.70	\$76,046.65
Step 4 (after 36 months)	\$78,505.24	\$80,860.40	\$83,286.21
Step 5 (after 48 months)	\$85,326.88	\$87,886.69	\$90,523.29
Step 6 (after 60 months)	\$92,165.92	\$94,930.90	\$97,778.83
<u>Sergeant</u>			
Step 1	\$97,926.23	\$100,864.02	\$103,889.94
Step 2	\$101,138.13	\$104,172.27	\$107,297.44
Step 3	\$104,354.66	\$107,485.30	\$110,709.85
<u>Lieutenant</u>			
Step 1	\$111,660.01	\$115,009.81	\$118,460.11

B. Steps shall be determined in accordance with the policeman's temporary appointment or promotion anniversary date.

C. The officer shall move one step on the guide on his anniversary date.

D. If a patrolman is promoted, he will move to the next higher money step in the category he was promoted to.

ARTICLE X

LONGEVITY

A. The following longevity percentages shall be applied to the base salary of Policemen hired before January 1, 1997 paid annually under this Agreement:

Years of Service	Longevity
Beginning of 6 th year	2.0%
Beginning of 7 th year to end of 10 th year	4.0%
Beginning of 11 th year to end of 15 th year	5.0%
Beginning of 16 th year to end of 20 th year	6.0%
Beginning of 21 st year and thereafter	7.0%

B. The following longevity percentages shall be applied to the base salary of Policemen hired on or after January 1, 1997 paid annually under this Agreement:

Years of Service	Longevity
Beginning of 6 th year	\$ 986.00
Beginning of 7 th year to end of 10 th year	\$1,972.00
Beginning of 11 th year to end of 15 th year	\$2,466.00
Beginning of 16 th year to end of 20 th year	\$2,958.00
Beginning of 21 st year and thereafter	\$3,452.00

C. The following longevity percentages shall be applied to the base salary of employees hired on or after January 1, 1997 and who are subsequently promoted to Sergeant paid annually under this Agreement:

Years of Service	Longevity
Beginning of 6 th year	\$1,091.00
Beginning of 7 th year to end of 10 th year	\$2,181.00
Beginning of 11 th year to end of 15 th year	\$2,728.00
Beginning of 16 th year to end of 20 th year	\$3,273.00
Beginning of 21 st year and thereafter	\$3,819.00

D. The following longevity percentages shall be applied to the base salary of employees hired on or after January 1, 1997 and who are subsequently promoted to Lieutenant paid annually under this Agreement:

Years of Service	Longevity
Beginning of 6 th year	\$1,166.00
Beginning of 7 th year to end of 10 th year	\$2,332.00
Beginning of 11 th year to end of 15 th year	\$2,915.00
Beginning of 16 th year to end of 20 th year	\$3,498.00
Beginning of 21 st year and thereafter	\$4,082.00

E. Longevity accrued under this contract shall be included as part of base annual salary and provided within the regular periodic pay check.

F. Placement on the longevity schedule shall be determined in accordance with the Police Officer's anniversary date of hire and not time in grade.

ARTICLE XI

HOLIDAYS

A. The Policeman will be granted thirteen (13) holidays as follows:

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|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veteran's Day |
| Martin Luther King's Birthday | Good Friday |
| Columbus Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| July 4th | |

In addition to those enumerated above, the employee shall receive all new holidays that are declared legal holidays by the President of the United States or the Governor of the State of New Jersey if such holidays are also declared as holidays by the Mayor of the Town of Hackettstown.

B. Effective January 1, 2006, in lieu of holidays, all employees shall receive holiday pay included as part of base annual salary. Holiday pay shall be included in the calculation of each employee's overtime rate.

ARTICLE XII

VACATIONS

A. Vacation time shall be granted as follows:

Up to one (1) year of service	One (1) working day for each Month of service
One (1) year through four (4) Years of service	Twelve (12) working days
Five (5) years through nine (9) Years of service	Fifteen (15) working days
After nine (9) years of service	Twenty (20) working days plus An additional day for every one year thereafter, but not to Exceed twenty-five (25) working days

B. For the purpose of this Article, a year shall be considered as the calendar year commencing on January 1st ending December 31st.

C. Policemen shall not begin the first week of vacation prior to the completion of at least six (6) months of continuous service from the date of employment.

ARTICLE XIII

SICK LEAVE

A. All employees covered under the Agreement are entitled to fifteen days sick leave per year with unlimited accumulation.

B. Any employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness in the manner as provided in Civil Service Rules and Regulations.

C. The term "day" shall be defined by the length of the employee's regular work day, (i.e., 8 hours; 12 hours; etc.).

D. Any employee can request an annual cash buyout of seven (7) accrued sick days provided they supply a written request to the Town within thirty (30) days of the 1st pay period of each December. Upon receipt of this request, the Town shall pay the employee the cash value of his or her seven (7) accrued sick days calculated at the employee's regular pensionable base pay rate, no later than the 1st pay period of each December.

E. Immediately prior to qualified retirement the employee may use up to one hundred fifty (150) days of accumulated sick leave toward retirement or, in the alternative, the employee may elect, upon 90 days written notice in advance of the employee's retirement date, to receive a cash payout of accumulated sick leave up to a maximum of one hundred fifty (150) days based upon the employee's regular rate of daily pay (excluding overtime). The employee may also elect a combination of both alternatives; however, in no event shall the sum of both result in a total sum

greater than one hundred fifty (150) days. Any sick day(s) that are cashed-in pursuant to Section D., shall be deducted from the one hundred fifty (150) days that an employee is allowed to cash-in prior to retirement. When elections for cash payouts are made after Budget adoption, cash payouts may be deferred to November 1st if no funds have been appropriated for this purpose. In the event that the funds are not available on November 1st, cash payouts may be further deferred to January 31st of the following year.

F. If any employee is absent from work for reasons that would entitle him to sick leave, the Chief or designated representative is to be notified as early as possible, but no later than two (2) hours before the start of shift from which he is to be absent.

G. In cases of leaves of absence ordered by the Town physician and/or County Board of Health due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work, and time lost will not apply to sick leave time or any loss of pay.

ARTICLE XIV

WORK INCURRED INJURY

A. 1. In the event an employee becomes disabled by reason of service connected injury or illness and is unable to perform his duties then in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for the duration of the injury up to a maximum of one (1) year. In the event an employee is granted said injury leave, the Town's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Town. At the Town's option, the employee shall either surrender and deliver his entire salary payments, or the Town shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

4. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Town's Worker's Compensation carrier, with the final determination, if necessary, to be made by the Worker's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if

necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Town prior to reimbursing the Town for such advanced time, the employee shall be required to reimburse the Town for such advanced time.

B. If an employee qualifies or may qualify for a disability pension, the Town payments will end.

C. After the calendar year has expired, the employee may elect, if they so desire, to utilize all or part of their accumulated sick leave.

D. Any salary, paid during the time that the employee takes sick leave will be reduced by Workman's Compensation payments, if any.

E. Accumulated sick leave may be apportioned at the employee's request on a partial day basis to allow the employee full salary for any week in which Workmen's Compensation or this contract does not provide payment equal to a full working week.

F. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require that employee to present such certificates from time to time.

G. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the Town or its insurance carrier then and in that event the burden shall be upon the employee to establish such additional period of disability by obtaining judgment in the Division of Workers Compensation establishing such further period of disability. Such findings by the Division of Workers Compensation or by the final decision of the last review in court shall be binding upon the parties.

H. For the purpose of this Article, injury or illness incurred while the employee is attending a Town-sanctioned training program shall be considered in the line of duty.

I. In the event the dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of the appropriate Worker's Compensation judgment, or if there is an appeal there from, the final decision of the last review in court.

ARTICLE XV

FUNERAL LEAVE

A. Funeral leave of three (3) days, one of which shall be the day of the funeral, shall be granted without loss of pay for the death in the immediate family of the employee. The term “day” shall be defined by the length of the employee’s regular work day, (i.e., 8 hours; 12 hours; etc.).

B. Immediate family includes spouse, child, mother, father, brother, sister, mother-in-law and father-in-law.

C. Funeral leave of one (1) day shall be granted without loss of pay to attend the funeral of a brother-in-law, sister-in-law, grandparents, or any niece or nephew living at home with said brother-in-law or sister-in-law. The term “day” shall be defined by the length of the employee’s regular work day (i.e., 8 hours; 12 hours; etc.).

ARTICLE XVI

PERSONAL DAYS

A. Three (3) personal days per year (twenty-four (24) hours) without loss of pay shall be granted to each employee per annum. In the event that personal day hours given to Town employees becomes greater than the personal day hours defined herein, the Town agrees to increase the personal day hours in this agreement to the point where the personal day hours are no longer less than the personal day hours given to Town employees.

B. Application in duplicate for a personal day must be submitted three (3) days in advance (except in case of emergency), though no reason must be provided by the employee to the Town for such day.

C. A personal day shall not be granted for a day preceding or following holidays or vacation.

D. Personal days may accumulate to a maximum of four (4) eight (8) hour days (total of thirty-two (32) hours).

ARTICLE XVII

CLOTHING ALLOWANCE

Each employee shall receive an annual clothing allowance in the amount of one Thousand Three Hundred (\$1,300.00) Dollars. The Town, in addition to the clothing allowance, will secure a cleaning service to provide maintenance of uniforms to employees covered by this Agreement not to exceed Twenty-Five Dollars (\$25.00) per month per employee.

ARTICLE XVIII

DETECTIVE INCREMENT

A. Detective increment in the amount of One Thousand Five Hundred (\$1,500.00) Dollars will be paid for the officer maintaining a position in the Detective Bureau.

ARTICLE XIX

HOSPITAL AND LIFE INSURANCE BENEFITS

A. 1. The Town shall continue to provide full medical, hospitalization and prescription plan health insurance through New Jersey State Health Benefits in conformity with this agreement. The Town shall continue to pay in proportion and the member shall continue to pay in proportion their respective percentage share of the full premium for said medical, hospitalization and prescription coverage per Chapter 78 (now sunsetted) percentages for the health care plan selected by the member for themselves and/or for their family.

Should the member select a healthcare plan with a lower monthly cost/premium than the New Jersey State Health Benefit's plan and/or their family plan subscribed to at the signing of this Contract; the Town shall compute the difference in actual premium in dollars and cents between the two plans and use the sum, total amount saved between the two aforementioned health insurance plans and use that sum toward the employees contribution for said insurance, effectively reducing said employee's contribution by said amount.

Should the employee continue with and/or select an insurance plan with the same and/or greater cost than their plan in effect at the signing of this agreement, for themselves and/or for their family, the employee and Town shall pay their proportional contribution per New Jersey 78, P.L.2011 framework.

2. The Town shall permit employees who retire within twenty (20) or more years of service with the Town of Hackettstown to remain in the employee's group health insurance program at the employee's sole cost, up to the employee reaching age sixty-five (65) and is eligible for Medicare. Such will be provided so long as the Insurer's rules and/or the applicable legal requisites permit provision of this benefit.

B. The Town will provide life insurance equal to one and one-half (1 ½) times the employee's base pay. The employee may contribute through payroll deductions to provide insurance through the Police and Firemen's Retirement System (PFRS) equal to an additional one and one-half (1 ½) times his base pay.

C. The Town will pay a maximum of One Thousand Two Hundred Dollars (\$1,200.00) for each employee toward a dental insurance premium. Any amount in excess of the above shall be paid for by the employee. The specific plan is to be approved by both parties.

D. The Town shall continue to maintain full insurance to cover any claims of false arrest.

E. The Town retains the right to enter into a self-insurance program or to change insurance carriers regarding any insurance benefit so long as equal to or better benefits are provided. If the Town decides to change insurance carriers, the Town shall pay particular attention to the ability of the employee to use the new insurance carrier's plan outside the Hackettstown area.

F. If an employee dies while in active duty, the Town agrees to continue all health insurance benefits (inclusive of hospitalization, dental and prescription) at no cost for the employee's spouse and eligible dependents for a period of eighteen (18) months.

ARTICLE XX

EDUCATION BENEFITS

A. The Town will pay one hundred percent (100%) of tuition and books for all policemen enrolled in the course in Police Science at a fully accredited college. Books utilized for courses for which a police officer receives payment under this Article shall be returned to and placed with a library established in the Police Department.

B. All courses are to be approved by the Chief of Police.

C. 1. Upon attainment of thirty (30) credits and a "C" average, a policeman will receive, in addition to his annual salary, the sum of Five Hundred Dollars (\$500.00) upon completion and Five Hundred Dollars (\$500.00) per year thereafter, providing that he continues to attain a minimum of three (3) credits and a "C" average each year thereafter until said policeman attains an Associate Degree in Police Science or sixty (60) credits at which time he will receive one Thousand Dollars (\$1,000.00) per year in addition to his annual salary.

2. Upon attainment of a Bachelor's Degree in Police Science (Criminal Justice), an officer will receive One Thousand Five-Hundred Dollars (\$1,500.00) per year in addition to his annual salary. The total therefore for said education benefit may not exceed one Thousand Five Hundred Dollars (\$1,500.00) annually for any eligible unit employee pursuant to this subsection.

D. All vouchers submitted for payment pursuant to this Article shall be paid within forty-five (45) days. Transcript demonstrating satisfactory completion of the course must accompany the voucher prior to payment.

ARTICLE XXI

MOTOR VEHICLE REMIBURSEMENT

A. Any policeman using his own motor vehicle on official police business with approval of the Chief of Police will be compensated at the rate established by the Internal Revenue Service. The policemen shall be reimbursed for parking fees and tolls upon presentation of a receipt.

B. Police shall be reimbursed for travel expense while assigned to attend a Police School or out of town court. Police shall be reimbursed Ten Dollars (\$10.00) as a meal allowance provided that a police officer is attending a Police School or is required to be in court during lunch for police-related business.

ARTICLE XXII

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of police, and may be used for evaluation purposes by the Police Chief, Mayor and/or governing Body. The foregoing provisions are subject to the requirements of the N.J.S.A. 47:1A-1 et seq., Executive order No. 9 (October 1, 1963), Executive Order No. 11 (November 15, 1974) and N.J.A.C. 4A:1-2.2, pertaining to citizen access to public records.

B. Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative. Furthermore, the Chief or his designee will review with each officer the personnel file of said employee on an annual basis.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identity of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with the details of the complaint, including the identity of the complainant.

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

E. Each employee shall be supplied with a written certification from the Town no later than December 31st or January 1st of the succeeding year, which shall state the number of accumulated vacation days taken, sick days, personal days and other time which is available to the officer.

ARTICLE XXIII

RIGHTS OF EMPLOYEES

A. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

B. The interrogations shall take place at a location designated by the Chief of Police.

C. The member of the force shall be informed of the nature of the investigation before any interrogation commences. If it is known that the member of the force is being interrogated as a witness only, he should be informed at the initial contact.

D. The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, telephone calls and rest period, as are reasonably necessary.

E. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions.

F. The complete interrogation of the member of the force may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by department stenographer. In such cases, there will be no "off-the-record" questions.

G. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United State Supreme Court.

H. The Department shall afford a reasonable opportunity for a member of the force if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of departmental rules and regulations during the interrogation, unless the member is being interrogated as a witness only.

I. Policeman will not be required to take a polygraph in any given departmental hearing.

J. Policemen charged with a criminal offense will not have their departmental hearing prior to their criminal trial so as not to prejudice their standings with a jury but may be suspended pending disposition of said office in accordance with N.J.S.A. 40A:14-149.

ARTICLE XXIV

EXCHANGE OF DAYS OFF

A. Members of equal rank within the Police Department may, upon mutual written request, prior notification to the Police Chief or his designated representative and prior approval of the Police Chief or his designated representative, exchange hours and days off. Every effort will be made to give the Police Chief or his designated representative at least seventy-two (72) hours notice in advance.

B. By exchanging hours or days off, no employee shall be entitled to overtime payments.

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held invalid by operation of a law or by a court or other tribunal of competent jurisdiction such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY BARGAINED PROVISION

THIS AGREEMENT represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII

DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect as of January 1, 2019 and shall remain in effect to and including December 31, 2021, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Town of Hackettstown, New Jersey on this 15th day of July, 2019.

TOWN OF HACKETTSTOWN

By: *Maurice DiGiuseppe*
By: *[Signature]*

**HACKETTSTOWN-MANSFIELD
PBA LOCAL 369**

By: *[Signature]*
By: *[Signature]*

