

**AGREEMENT**  
**BETWEEN THE TOWNSHIP OF HOWELL**  
**AND THE**  
**POLICEMEN'S BENEVOLENT ASSOCIATION**  
**LOCAL 228**

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JANUARY 1, 2001 THROUGH DECEMBER 31, 2004

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**THIS AGREEMENT**, made and entered into in Howell Township, New Jersey this 26th day of June, 2000, between the Township of Howell a municipality, in the County of Monmouth, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Policemen's Benevolent Association, Local 228, hereinafter referred to as the "PBA".

**WITNESSETH:**

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement;

**NOW, THEREFORE**, in consideration of these parties and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the PBA as follows:

**ARTICLE I  
RECOGNITION AND SCOPE OF AGREEMENT**

SECTION 1.

The Employer hereby recognizes the PBA Local 228 as the sole and exclusive representative of all employees in the appropriate unit as defined in Article I, Section 2, herein. For the purposes of negotiations and all activities and processes relative thereto.

SECTION 2.

The negotiating unit shall consist of all of the regular, full-time officers of the Police Department of Howell Township now employed, or hereafter employed, except the Chief of Police, Captain(s), Lieutenants, Sergeants, and all civilian employees.

SECTION 3.

This Agreement shall govern all wages, hours, and other conditions of employment set forth.

SECTION 4.

This Agreement shall be binding upon the parties hereto.

SECTION 5.

Title 40A: 14 of the New Jersey Statutes as it applies to Municipal Police Officers and all other applicable State Statutes shall be adhered to as part of this Agreement. When applying the 11:26C-4 Statute, the parties have agreed that the PBA may appoint one (1) duly authorized representative to represent them in accordance with the Statute. The representative will be granted the rights as provided by the Statute. The PBA has the right to designate a replacement of the representative if the representative cannot be released or is not available.

**ARTICLE II  
POLICEMAN'S RIGHTS**

SECTION 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall

discriminate against any employees because of race, creed, color, national origin, age, or political affiliation.

SECTION 2.

Pursuant to Chapter 303, Public Laws of 1968 as amended, the Township agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities pursuant to Chapter 303 for mutual aid protection. In addition, every policeman shall have the right to refrain from any such activity. As a body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, of the Public Law of 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that there shall be no discrimination, unfair treatment or coercion by the Employer or any of its agents against the unit employees, with regard to duty assignments, scheduling days off, or use of any rights granted under this Agreement, except action taken in accordance with approved disciplinary procedure. The PBA agrees that it shall not discriminate against any member of the bargaining unit based upon the individual's non-membership in the Association.

**ARTICLE III  
COLLECTIVE NEGOTIATING PROCEDURE**

SECTION 1.

The duly authorized representatives of the parties shall conduct collective negotiations with respect to rates of pay, or other conditions of employment. Unless otherwise designated, the governing body of the Township or its designees and the President of the PBA or his designees shall lead the negotiations for the parties as agreed to in this Article.

SECTION 2.

Prior to the beginning of formal negotiations, the designated representative(s) of the parties shall meet and seek agreement on the following:

- a) The hours, dates and location for the parties to meet and negotiate;
- b) The limitation on caucus time, if any;
- c) The procedure to be used in recording and signing off on tentative agreed upon proposal(s), article(s) or portions thereof;
- d) The numbers of persons permitted in and at the negotiations;
- e) The procedure for cancellation or delays of negotiations by either party;
- f) A clear statement as to whether or not either or both parties must have the agreement ratified prior to final agreement.

SECTION 3.

The members of the PBA's Negotiating Committee, not to exceed three (3) in number including the PBA President, shall be granted time off from duty with full pay for purposes of engaging in collective bargaining with Township Representatives. It is agreed to by the Association, that no more that one (1) member of the committee (other than the PBA President) will be released from each division, so that such release time will not diminish the effectiveness of the Police Department, unless, in the Chief's discretion, an additional member of a division can be released. Such release time will be for the purpose of participating in actual negotiations between the Association and the Employer, when negotiations are conducted during the regular working hours of the released employees. It is agreed to by the parties that the three (3) members will be released from duty for negotiations one (1) hour prior to the scheduled start on time and will be required to report back to duty no later than one (1) hour after negotiations were stopped by the parties, if the members scheduled shift has not already ended. Parties may request additional time

from their supervisor. Additional members of the PBA may be permitted to attend negotiating sessions, but shall not do so when in an "on-duty" status. The President of the Howell Township PBA shall be entitled to be released from duty two (2) hours prior to the start of a scheduled negotiation session. The time to report back to duty for the PBA President shall be two (2) hours after the conclusion of the negotiating session, if the PBA President's scheduled shift has not already ended.

#### **ARTICLE IV MANAGEMENT RIGHTS**

##### SECTION 1.

The PBA recognizes that there are certain functions, responsibilities, and other management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

##### SECTION 2.

The Employer shall have the right to determine all matters concerning the management or administration of the various Divisions, to hire and transfer employees (as defined in this Agreement), to combine and eliminate jobs, and to determine the number and types of employees needed for specific job assignments.

##### SECTION 3.

Unless defined in this Agreement, nothing shall interfere with the rights of the Employer in accordance with the applicable law, rules, and regulations to:

- a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods, and means in the most appropriate and efficient manner possible;
- b. Manage employees of the Employer, to hire, promote, transfer, assign, direct, or retain in positions within the Police Department as defined in this Agreement and under the provisions of the Howell Township Personnel Policies, Procedures and Regulations, copies and amendments thereto to be provided to employees.
- c. Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay off employees in the event of a lack of work or funds.

The Employer agrees that the assignment of regular full-time duties now being performed by the patrolman will not be assigned to non-certified patrolmen for the sole reason to: (1) reduce the number of present patrolmen, or (2) stagnate the size of the unit. It is further agreed that, in the event of a reduction in force in this unit, seniority will prevail during the period of the reduction in force and in any subsequent rehiring.

##### SECTION 4.

The parties mutually recognize and agree to the applicability of N.J.S.A. 34: 13A-5.3 to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

#### **ARTICLE V GRIEVANCE PROCEDURE**

##### SECTION 1.

A grievance, within the meaning of the agreement, shall be either of two (2) types. A controversy or dispute arising between the parties hereto involving the interpretation or application of any provision of this Agreement shall be classified as a Type I grievance. A grievance not involving interpretation or application of this Agreement shall be classified as a Type II grievance. A Type I grievance shall proceed through the steps as set forth hereafter. A Type II grievance shall proceed through the steps except that the decision of the Township Manager cannot be appealed to an arbitrator.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step. The PBA President or his designee shall have the right to file a grievance on behalf of the PBA. Any grievance filed by the PBA President which is mutually agreed to be a "class" grievance affecting an entire class of employees, may be forwarded directly to the Chief of Police, bypassing any earlier step of the procedure.

## SECTION 2.

### Verbal Grievance

- a. Whenever an employee has a grievance he must present same verbally to the lowest ranking superior that has the authority to resolve the grievance within fifteen (15) days from the occurrence of the grievance, or within fifteen (15) days from when the grievant reasonably should have known of its occurrence. In no case, however, in the latter event, may the grievance be filed later than sixty (60) days after its actual occurrence. The supervisor shall have ten (10) days within which to arrive at a mutually satisfactory solution to the grievance or, failing in that, to advise the grievant of his inability to do so.
- b. If the grievant is not satisfied with the answer of the supervisor, and if wishes to present the grievance to a higher authority, he must do so in writing in accordance with Section 3 herein.

## SECTION 3.

### Formal Written Grievance

- a. In order to appeal the decision of the supervisor under Section 2 herein, the grievant must reduce the grievance to writing and file it within ten (10) days of the answer to the verbal grievance. The written grievance must be delivered to both the supervisor responding to the verbal grievance and the PBA Grievance Committee. The written grievance will state completely and clearly the following: (1) the Section of this Agreement being grieved, if applicable; (2) the exact relief sought by the grievant and/or PBA; (3) the names of any witnesses, and; (4) any information that will assist in the prompt handling of the grievance.
- B. The supervisor who receives the grievance shall render a written response within ten (10) days from receipt of the written grievance. The supervisor's, response shall stipulate in writing the facts and events, which led to the grievance presentation, including -the response to any verbal answer -that may have previously been given to the grievant concerning the grievance. Copies of the answer shall be provided to the Chief of Police or his designee and the PBA Grievance Committee.
- c. If the grievant is not satisfied with the answer to the written grievance, he may appeal, the grievance, in writing, to the Chief of Police or his designee (provided that the initial grievance was not filed with the Chief of Police) within five (5) days from receipt of the written answer of the supervisor. In the event that the Chief of Police or their designee issued

the response to the written grievance then the grievant shall proceed to subparagraph "d" below and shall follow that procedure. The Chief of Police or his designee shall have ten (10) days within which to investigate the grievance, attempt to find a mutually satisfactory solution, and file a written answer to the grievant and the PBA Grievance Committee. In the case of a "class" grievance, the Chief shall have twenty (20) days to investigate and file a written answer. The PBA Grievance Committee shall have a right to make a presentation to the Chief of Police or his/her designee prior to the rendering of his/her written decision.

d. If the grievant is not satisfied with the answer of the Chief of Police or his/her designee, the grievant may, within ten (10) days of its receipt, appeal in writing to the Township Manager. The Township Manager shall have twenty (20) days to answer the grievance in writing, and the grievant and/or the PBA Grievance Committee shall have the right to make a presentation to the Township manager prior to the rendering of the Township Managers decision.

e. If the matter is not resolved to the satisfaction of the PBA Committee at this level, the Grievance Committee may take the matter to arbitration (provided it is a "Type I" grievance) by notification to the Township Manager within twenty (20) days from the receipt of the Manager's decision. Application for the appointment of an Arbitrator shall be made directly to the New Jersey Public Employment Relations Commission according to PERC regulations, or both parties may mutually agree upon an Arbitrator. The cost of an Arbitrator shall be split equally between the Township and the PBA. The Arbitrator shall be without power or authorization to make any decision, which requires the commission of an act which is prohibited by law or which is in violation of the terms of this Agreement. The Arbitrator's function shall be to interpret and apply the provisions of this Agreement. The Arbitrator shall not add to or subtract from the provisions of this Agreement.

f. All papers and documents relating to a grievance and its disposition will be placed in a grievance file in the Township Manager's office. No materials related to the grievance (except for any resulting discipline) will be placed in the employee's personal history file. The PBA President shall have access to grievance files after a final decision has been rendered at the final step.

g. It is the intention of the parties to settle all differences between the employer and the PBA arising from the interpretation or implementation of this Agreement through the grievance procedures in accordance with the provisions of the Agreement. Therefore, the employer agrees that it will not lock out its employees, and the PBA agrees that it will not sanction nor will its members engage in a strike, slow-down or work stoppage during the life of this Agreement.

h. The term "days" as used herein refers to calendar days.

## **ARTICLE VI SICK LEAVE**

### **SECTION 1.**

All permanent full-time employees of this agreement shall be granted sick leave with pay of one (1) working day for every month of continuous service on the basis of twelve (12) days per year. Two (2) additional sick days shall be credited to the employee's accumulated total if the employee uses no sick time during the contract year. The amount of sick leave not taken shall accumulate from year-to-year. As of January 1st following an employee's one (1) year anniversary date, in anticipation of a complete year of service, the employee shall be credited with the entire year's sick leave of twelve (12) days. The employee may utilize the credited sick time at any time; however, any time utilized prior to its being earned, on a one (1) day per month accrual basis, shall be considered a loan of the time. In the event the employee for any



reason terminates his service, or is terminated, prior to used sick time being accrued, such time shall be deducted from the employee's final pay. An employee who utilizes such sick leave "in advance" due to a disability caused by a work-incurred injury or illness and fails to work the required time to accumulate such days shall not be charged for them.

#### SECTION 2.

Upon termination, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of sixty (60) days of pay, unless terminated following conviction or guilty plea in any criminal court of an indictable offense. One (1) days pay shall be equal to eight (8) hours.

#### SECTION 3.

In all cases of reported illness or disability, the Township through the Chief of Police, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee. Such examination shall be conducted pursuant to the provisions of Township Code Section 16-4.3. The Township will pay costs of exam and related tests.

#### SECTION 4.

During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient-employee at weekly or bi-weekly periods from the employee's attending physician and/or a physician designated by the Township. When under medical care, employees shall conform to the instructions of the attending physician. Failure to comply with this Section may result in disciplinary action.

#### SECTION 5.

In the case of a long term illness or injury (which shall be defined to mean an illness or injury which is expected to prevent an officer from reporting to work for a continuous period of thirty (30) days or more or result in death) which does not arise out of employment, an officer shall have the option of utilizing any accrued sick time, vacation time, holiday time or compensatory time in order to collect full pay and continue to accrue benefits under Section 6 of this Article. Any disability pay received by the employee may be turned over to the Township, and the employee will be credited back with the amount of sick leave that is equivalent to the disability pay, based on an employees actual gross rate of pay. If an employee chooses, he may request an unpaid leave of absence, or, subject to the rules of the disability insurance carrier, he may retain his accrued time and collect disability. Only after an employee utilizes his accrued benefits, may he request a paid leave of absence under N.J.S.A. 40A:14-137. If the Township Council grants such leave, the language referred to below in Section 8 shall apply. Once an employee uses up his accrued time, the Township shall retain its options as to the granting or denial of a leave of absence, or it may take the appropriate steps under the law to remove the employee from service.

#### SECTION 6.

While on paid leave of absence, an employee shall continue to accrue benefits, until such time as they have utilized all of their accumulated time. Once an employee is on disability only, they will no longer accrue benefits.

#### SECTION 7.

When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Manager to examine such employee, the Township Council may, by resolution pursuant to N.J.S.A. 40A: 14-137, grant the injured or disabled employee a leave of absence with

pay for a period not exceeding one year. The employee shall not be charged any sick leave time for this time lost due to the aforesaid injury or disability.

#### SECTION 8.

Prior to the passage of a resolution referred to in Sections 5 or 7 herein, a contract shall be executed between the employee and the Township, setting forth that the employee shall remit to the Township the equivalent amount of monies paid to him in accordance with Sections 5 or 7 herein, from monies he may receive from Workers Compensation benefits, or Insurance policies paid by the Township, and/or from possible legal settlement or judgment, that resulted from any job related injury or disability referred to in this Article.

#### SECTION 9.

Accumulated sick leave may be used by an employee for illness in the immediate family, which requires attendance upon the ill family member. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, child, parent; or unmarried brother or sister living with the employee.

#### SECTION 10.

All absences due to illness or disability shall be reported to the assigned desk officer as soon as is reasonably possible, but no later than one (1) hour and fifteen (15) minutes prior to the beginning of the employee's shift.

#### SECTION 11.

Nothing in this Article shall preclude the Township from exercising any rights that it may otherwise have with respect to disabled employees who are injured on the job or off the job.

#### SECTION 12.

An officer who returns to work, after a work related injury, and subsequently requires additional medical treatment for the work related injury will be permitted to attend pre-approved medical appointments while the officer is on duty with no loss of pay or time, provided that the treatment is as a result of the work related injury and is first approved in writing by the Township's worker compensation insurance carrier or adjuster prior to the officer's submission of the schedule of treatments to the Chief of Police or their designee. In addition the officer in order to qualify for the time off from work to obtain such medical treatment must advise the Chief of Police or their designee of all scheduled appointments at least five (5) days in advance.

In the event that the officer is assigned to a work shift that does not permit the officer to schedule appointments for medical treatment during the officer's duty shift, the officer shall be temporarily reassigned to a shift, which would allow the officer to attend pre-approved treatment while on duty. In the event that in the sole opinion of the Chief of Police such a temporary transfer causes a manpower allocation problem, then the most junior officer regularly scheduled to work the shift to which the affected officer is temporarily transferred, shall be temporarily transferred to the transferring officer's shift until the medical treatments causing the transfer are discontinued either by the officer's treating physician, the Township workers compensation, insurance carrier, or by the officer. In the event that the necessary and pre-approved medical treatment for a previous work related injury cannot be scheduled on the officer's scheduled workday, then the officer shall be compensated for the actual time spent receiving treatment by being credited compensatory time off equal to the amount of time spent receiving medical treatment. The Chief of Police may request proof that the officer attended such treatment and the length of time that the treatment took.

SECTION 13.

Terminal Leave

Any employee who serves notice of their intention to retire from their employment with the Township shall be permitted to utilize terminal leave prior to their actual retirement date under the following terms and conditions.

(a) In order to qualify for terminal leave the employee shall notify the Chief of Police or their designee of the employee's election to utilize terminal leave time, no less than 45 days prior to the commencement date of the terminal leave, and

(b) Terminal leave shall be granted only after a retirement date is fixed by the appropriate pension board, and

(c) Once an employee commences terminal leave, their decision to retire from the employment with Howell Township shall become irrevocable, and

(d) An employee qualifying for terminal leave benefits shall be permitted to convert up to forty-five (45) accumulated sick leave days into "terminal leave days" which shall be utilized prior to the employee's retirement date.

SECTION 14.

Light Duty

If an employee is injured due to an injury sustained outside of work, he/she shall have the option of returning to work in a light duty capacity. The employee must have a medical release from the physician whose care he/she is under which states any physical restrictions the employee may have. The employee will be given a light duty assignment by the Chief of Police or their designee. The limit for which an officer is to be assigned on light duty shall not exceed thirty (30) working days. Each officer for the time they are on light duty will work a schedule of five (5) working days with two (2) days off. Each day will be eight (8) hours in duration.

**ARTICLE VII  
MILITARY DUTY AND OTHER LEAVES OF ABSENCE**

SECTION 1.

LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay for other than illness may be requested by an officer who shall submit in writing all facts bearing on the request to the Chief of Police, who will append his/her recommendations and forward the request to the Township Manager for consideration by the Township Council. Such leave will be considered on its merits and without establishing a precedent, and shall not exceed three months at one time, unless specific approval is received from the Township Council. All such leaves of absence must be approved by resolution of the Township Council.

SECTION 2.

MILITARY LEAVE

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable State and Federal laws. An employee called to serve on annual active military duty or training will be paid his/her regular salary. The Township shall have the right to require prior proof of such attendance by military order.

SECTION 3.

BEREAVEMENT

In the event of the death of a member of the employee's immediate family, there shall be three (3) consecutive bereavement days' leave, one of which shall normally be the day of the funeral. In any event, all bereavement leave shall be taken at a time and for reasons reasonably related to the death. The term "immediate family" for the purpose of this Section shall mean and refer only to the employee's spouse, child, parent or guardian, brother or sister, parents-in-law, grandparents, brother or sister-in-law, son or daughter-in-law, and grandchildren.

SECTION 4.

JURY DUTY

Any member of the PBA who is called and reports for jury duty in the state or federal court system shall be released from duty with pay during the actual time of such jury service. The Township shall be entitled to deduct from the member's pay the amount received as a fee by the member for such jury service. Such time shall be considered the employee's shift, whether or not the actual time spent was during the employees shift.

SECTION 5

MATERNITY LEAVE

When a member of the PBA first becomes aware of her pregnancy, she shall report the condition on a Special report to the Chief of Police.

Upon the pregnant member's physician's written report and recommendation, the member shall be temporarily transferred to a non-combat assignment she is capable of performing.

The pregnant member shall wear appropriate civilian attire when the term of the pregnancy is such that wearing the basic uniform is impractical.

When the term of the pregnancy has ended the member shall have her attending physician complete a report recommending her to either return to full duty status, limited on duty status, or temporary off duty status.

SECTION 6

NEW JERSEY FOREST FIRE SERVICE

A paid leave of absence of up to 30 days shall be granted to any officer qualified to participate in the New Jersey Forest Fire Service Out-of-State Fire Emergency Assistance Program. The Township shall have the right to require proof of such attendance from the N.J.F.F.S. The Township will continue to pay the employee his full salary with full insurance benefits, which is not to effect the employee's vacation time. The employee shall reimburse the Township for any and all moneys received as compensation for his/her Forest Fire service.

**ARTICLE VIII  
WORK SCHEDULE AND HOURS**

SECTION 1.

## SCHEDULE

The work schedule for all officer's represented by the PBA shall be a 4/3 schedule. A 4/3 work schedule shall mean a schedule where an officer works 4 days and then is off for the next 3 days. The scheduled workday shall be a ten (10) hour day as defined in Section 4 of this agreement. Each scheduled workday shall include a minimum of forty-five (45) minutes of workout time as defined in Section 4 of this agreement.

### SECTION 2.

#### OVERTIME

Contemporaneously with 4/3 work schedule, all officers who are represented by the PBA and working one hundred sixty (160) hours of work (including workout time) within each twenty-eight (28) day work cycle, shall receive overtime compensation at a time and one-half rate (either in pay or comp time at the election of the affected officer) for all hours worked in excess of one hundred sixty four (164) hours within each twenty-eight (28) day work schedule cycle. Consistent with this provision officers shall not receive any additional compensation if they work 4 or fewer hours above their one hundred sixty (160) hour scheduled time during each twenty-eight (28) day cycle. This shall exclude outside details and special overtime grants.

### SECTION 3.

#### SHIFT SELECTIONS BY SENIORITY

All officers shall no earlier than August 1st, but no later than September 30th, advise the Chief of Police or their designee of that officer's first, second and third choices for shift assignment for the following calendar year. Any officer who fails to notify the Chief of Police or their designee within the time period set out above shall be deemed willing to accept any shift assignment. Copies of the officer's shift requests shall be provided to the PBA President upon request. Shift assignments for the following year will be posted by the Chief of Police no later than October 31.

The Chief of Police or their designee shall assign officers to their first choice in order of seniority (most senior to least senior). However, the chief of Police or their designee reserves the right to assign officers to their second choice if such an assignment is necessary for the efficient operation of the Department or in the event that the officer's first choice has been fully staffed by more senior officers. Not withstanding the foregoing an officer shall not be assigned to their third shift choice unless that officer's first and second shift choices are fully staffed with more senior officers.

Officers shall select the slot (i.e. days on and days off) on their assigned shifts, in order of seniority (most senior to least senior), within fifteen (15) days of the Department's establishment of the following years shift assignments.

### SECTION 4.

#### SHIFT SCHEDULES

The following represents the times for the Patrol Division Shifts;

- (1) Days: 6:00 a.m. to 4:00 p.m.  
workout time 3:00 p.m. to 4:00 p.m.  
(Line up in uniform at 6:00 a.m.)

- (2) Evenings: 1:00 p.m. to 11:00 p.m.  
workout time 1:00 p.m. to 1:45 p.m.  
(Line up in uniform at 2:15 p.m.)
- (3) Midnights: 9:00 p.m. to 7:00 a.m.  
workout time 9:00 p.m. to 9:45 p.m.  
(Line up in uniform at 10:15 p.m.)

The following represents the times for the Detective Division;

- (1) 8:00 a.m. to 6:00 p.m.  
9:00 a.m. to 7:00 p.m.  
(workout time to be flexible throughout shift)

The following represents the times for the Community Service Division;

- (1) 6:00 a.m. to 4:00 p.m.  
(workout time to be flexible throughout shift)
- (2) In the event an officer in the Community Service Division is assigned to special duty, 14 days notice will be given prior to the changing of work hours and/or days off.

SECTION 5.

DEFINITION OF WORKOUT TIME

Each officer during his/her workout time period shall be restricted to workouts on Township property.

An officer may choose not to work out during his/her workout time period, however, said officer during that period shall be required to be in uniform and available for specific assignments during that "workout period".

SECTION 6.

The parties further agree that each shift worked by police officers shall include a meal break, however, officers may be required to work through or cut short their meal periods in the event of an emergency.

SECTION 7.

In the event that an officer is assigned to any training cycle, the parties agree that each of the training days at issue shall be viewed as satisfying that officer's work obligation for the affected time period.

SECTION 8.

Each officer shall be allowed to switch his/her scheduled day off within the twenty-eight (28) day work cycle provided that the minimum manpower requirements are satisfied or met.

SECTION 9.

Once during each calendar year there shall be a departmental meeting that each member of this union will attend at no cost to the Township. Each meeting is not to exceed two (2) hours in duration. Any officer that is on vacation will not be required to attend. Members will be given at least two (2) months

notice as to the date of the meeting and no meeting will be scheduled on any holiday as defined in Article XI, Section 1 or on any Saturday or Sunday.

## **ARTICLE IX OVERTIME**

### SECTION 1.

#### COMPUTATION OF OVERTIME RATE

Overtime pay shall be computed as one and one half (1 ½) times the officer's base hourly rate. All officer base hourly rate shall be determined by dividing the officer's yearly base pay then in effect by two thousand eighty (2080).

### SECTION 2.

Overtime compensation for officers shall be paid when required to work overtime and when recommended by the immediate supervisor and approved by the Chief of Police.

### SECTION 3.

In lieu of cash payment for overtime, an officer may receive compensatory time off at the rate of time and one-half (1- ½) if the officer chooses. Such time shall be taken at the discretion of the officer in accordance with a written policy established by the Chief of Police subject to the following condition:

- a. The request for time off shall be made in writing to the employee's immediate supervisor at least three (3) calendar days prior to the requested time off. The employee may request the use of compensatory time without the required notice; however, the Employer retains the right to deny such requests without a written notice or reason. Compensatory time once approved will not be canceled, unless forty-eight (48) hours notice is given to the affected employee or there is an emergency situation requiring the need for more than the normal amount of shift personnel.
- b. The request will be approved or denied. Notification will be given to the employee within two (2) calendar days after the submission of the request. When the decision is to deny the request, the notification shall be returned to the employee informing the employee of the reason(s) for the denial as outlined in Article IX, Section 4 (d).
- c. All officers covered under this agreement shall be permitted to carry a total of one hundred twenty (120) hours of compensatory time. Said hours shall be permitted to be carried over into each year. Any hours over one hundred twenty (120) must be plotted and used prior to the years end.
- d. It is understood by the parties that the written policy established by the Chief of Police shall attempt to balance the rights of the employee to take compensatory time off against the need to ensure adequate levels of personnel on duty to allow for the efficient operation of the Police Department.

### SECTION 4.

In the event an officer is called out for official police business, a minimum of four (4) hours at the overtime rate shall be paid, even though the officer may not have worked four (4) hours as a result of the call-out. In order for the officer to be eligible for the call-out pay stipulated in this section; the officer's supervisor with the knowledge and approval of the Division Commander or the Chief of Police must have instituted it. A call-out is not an extension of a shift or tour of duty. A call-out is applicable when the individual is in a non-duty status. A "call-out" shall be defined as being called for police business commencing two (2) hours or more prior to, or subsequent to, an officer's scheduled shift, or any call-out on

an officer's scheduled day off. Any police business commencing less than two (2) hours prior to, or subsequent to, an officer's scheduled shift shall be considered a continuation of that shift, with overtime paid as if the officer had remained continuously on duty. The Township agrees that no officer's individual schedule will be adjusted for the sole purpose of circumventing the two (2) hour period after which the minimum call-out take effect.

## **ARTICLE X VACATIONS**

### SECTION 1.

Each member of the PBA who has worked the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his/her regular rate of pay:

- |   |  |
|---|--|
| a. <u>Zero (0) to one (1) year of service</u>                           | <u>One (1) day a month for each month of service up to ten (10) days</u> |
| b. <u>After one (1) to the completion of five (5) years of service</u>  | <u>Thirteen (13) days</u>  |
| c. <u>After five (5) to the completion of ten (10) years of service</u> | <u>Eighteen (18) days</u>  |
| d. <u>After ten (10) years of service</u>                               | <u>Twenty-three (23) days</u>  |

### SECTION 2.

When any observed holiday falls within the period of the police officer's vacation period, the holiday shall be counted as a vacation day.

### SECTION 3.

Vacation shall be scheduled by seniority, (most senior to least senior), at the time the schedule is completed for the following year which is to be no later than November 15. Seniority will take priority from the time the schedule is released up to and including January 31 of the schedule year. Vacations shall be scheduled by the Chief of Police in such a manner as to ensure adequate levels of personnel to operate efficiently.

### SECTION 4.

Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Township Manager.

### SECTION 5.

Vacation leave, subject to the approval by the Chief of Police and the Township Manager, may be taken from time to time in units of full days. At the time of separation from the employment, an employee shall be paid for any full day's vacation accumulated.

### SECTION 6.

In anticipation of a full year of service, as of the January 1st following an employee's one (1) year anniversary date, such employee shall be credited with his annual vacation, which may be utilized in accordance with Section 3 herein, in advance of the days actually being earned on an accrual basis. However, any time utilized prior to its being earned on an accrual basis shall be considered a loan of the



time, and in the event the employee for any reason terminates his/her service, or is terminated, prior to its being accrued, such time shall be deducted from the employee's final pay. An employee who utilizes such vacation leave "in advance" due to a disability caused by a work-incurred injury or illness and fails to work the required time to accumulate such days shall not be charged for them.

## **ARTICLE XI HOLIDAYS**

### SECTION 1.

The following shall be recognized as holidays under this Agreement, paid at a rate of one and one-half (1 ½) times the officer's base hourly rate as determined under the provisions of Article IX, Section I.

New years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Addition holidays: The day after Thanksgiving, 1/2 day prior to Christmas Day, and 1/2 day prior to New Year's Day.

### SECTION 2.

Payment of said holidays will be made in the officer's base salary and shall be considered part of an officer's base salary for the purpose of calculating overtime. Each holiday shall be calculated at a rate of eight (8) hours per day. This equals fifteen (15) holidays paid at time and one-half (1 ½).

### SECTION 3.

The PBA understands and agrees in the future, that in the event a calendar year should be divided into twenty seven (27) pay periods, the member's yearly salary will be divided into twenty seven (27) equal payments, not the twenty six (26).

The PBA agrees not to proceed with any action against the Township of Howell regarding the miscalculation of overtime rates and payments to members of its collective bargaining unit, for the years 1998 and 1999.

### SECTION 4.

In the event the Township Council grants additional time off at least two (2) hours per occurrence to other Township employees (i.e., for holiday, for inclement weather, or other special observances), the Police Department shall enjoy the same benefits. This provision shall not apply to holidays authorized on a permanent or recurring basis.

## **ARTICLE XII LIFE INSURANCE & DISABILITY INSURANCE**

### SECTION 1.

After completion of the required probationary period, each officer shall be eligible for a ten thousand (\$10,000.00) dollar life insurance policy payable to a beneficiary of the employee's choice.

SECTION 2.

The annual premium for the said policy shall be paid by the Township only until an officer's separation from service. At that time, the officer may make their own arrangements with the insurance company for the continuation or conversion of the said insurance at their own expense.

SECTION 3.

Each full-time officer, upon commencement of employment with the Township, shall be enrolled in the disability insurance plan maintained and paid on a non-contributory basis by the Township. This benefit terminates upon the officer's separation of employment with the Township.

**ARTICLE XIII  
HOSPITAL AND MEDICAL INSURANCE**

SECTION 1.

All full-time officers will be covered for hospital and medical insurance through the State Health Benefits Program, which provides coverage under the Traditional Plan (1420 Series, Part I-Basic & Part II-Major Medical), or coverage under the Health Maintenance Organization Program, in accordance with State Regulations or Statutes. The Township agrees to maintain its participation in the State Health Benefits plan during the term of this agreement.

SECTION 2.

Full-time officers covered by this Agreement will be enrolled in the Township Dental Plan. The Township will pay the full premium for the employee and one-half the dependent unit premium. Enrollment in the dependent unit plan is optional to the officer. The dental plan shall include Delta Plan's Ortho II (adult and child) and Program II changes in basic coverage including the \$1,500.00 annual maximum on basic services. The officer will pay all supplemental dental service premium costs. The Township reserves the right to change dental plan carriers provided equal or better coverage is obtained.

SECTION 3.

During the term of this Agreement, the Township shall have the right to implement a plan, which would allow employees to, at the employee's option, decline Township provided medical health insurance coverage and receive compensation in lieu of the benefits. The terms of such a plan shall be determined at the sole discretion of the Township. In no event however, shall the Township compel any employee to participate in the plan if the employee declines participation. Any employee that elects to participate in the plan shall have the right to re-enroll for medical insurance benefits during open enrollment periods. There shall be at least two open enrollment periods each calendar year, with no limitation on pre-existing conditions.

**ARTICLE XIV  
CLOTHING**

SECTION 1.

The Township, as approved by the Chief of Police, will replace clothing or personal articles damaged in the line of duty.

The Township agrees that should there be a change of uniform designated from that currently worn by Township Police Officers, then, the Township shall pay for the cost of such change in uniform for each member, and replacement as necessary.

**ARTICLE XV  
FALSE ARREST AND LIABILITY INSURANCE**

**SECTION 1.**

The Township shall continue the current program for false arrest and liability insurance for all unit employees.

**SECTION 2.**

As per N.J.S.A. 40A: 14-55, the Township agrees to provide legal aid to all unit employees in suits or other legal proceedings against them arising from incidents in the line of duty. The parties, in conjunction with the Township's insurance carrier, have agreed to permit the unit employee to select an attorney to represent them in these proceedings from the list of attorneys submitted by the Association and approved by the insurance company via the Township's insurance broker. The parties will maintain such a list. Request to update the list can be accomplished on a yearly basis. The Association will submit such a request to the Township Manager. The Township reserves the right to approve or reject any request by an officer or assume responsibility for the payment for the services of whatever member of the New Jersey Bar in contracted to defend that officer, unless the officer selects an attorney from the parties' agreed upon list as stated above.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any officer by the Township or Department.

**ARTICLE XVI  
UNION BUSINESS**

**SECTION 1.**

The president of the PBA or his designee shall be excused from his work assignment and shall be granted a reasonable amount of time to handle PBA business, provided, however, that prior to the time the PBA business arises, the president or officer notifies either his supervisor or the Chief of Police; and provided, that such time is limited to an aggregate of twenty (20) hours per month, non-cumulative. During contract negotiations, the PBA president shall be excused from his work assignments and shall be granted an unlimited amount of time off while actually involved in collective negotiations with the Township representatives. The PBA president shall have priority in picking his permanent shift each year, however, seniority will prevail in the picking of days off. This policy shall remain in effect for the entire term of the PBA president.

**SECTION 2.**

The Township shall permit the Grievance Committee to conduct the business of the Committee, which consists of the conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, providing the members of the Grievance Committee give prior notice to either their supervisors or the Chief of Police, and providing that the conduct of said business shall not diminish the effectiveness of the Police Department, or require overtime to maintain the effectiveness of the Department. Prior to the Grievance Committee's beginning their review of the grievance, supervisor(s) of the employee(s) to be visited will be notified and asked to make the employee available for interview. The supervisor will arrange for the employee's availability if the employee is in a duty status and notify the Committee of the time the employee(s) is available. The Committee will provide the Supervisor(s) an estimated time they need to spend with the employee. If the Committee finds it necessary to interview any Supervisor in relation to the grievance, such Supervisor(s) may designate another Supervisor(s) to witness the interview.

SECTION 3.

The Township will provide space on a bulletin board in a conspicuous location in Police Headquarters for the use of the PBA for posting notices concerning PBA business and activities.

SECTION 4.

The PBA President or his designee and State Delegate shall be released from duty without loss of pay to attend monthly state PBA meetings. Should they be scheduled for the midnight tour, they shall be excused from duty on the day of the said monthly meeting.

The PBA President or his designee and the State Delegate shall be allowed to attend the annual President or his designee, the State Delegate, and the Alternate State Delegate will be permitted to attend the PBA State Convention without loss of pay and shall be released from duty to attend.

SECTION 5.

The PBA President or his designee and State Delegate shall be released from duty without loss of pay to attend seminars, conferences, ceremonies, events, and expositions related to PBA business.

**ARTICLE XVI  
PENSIONS**

The Township shall continue to make contributions as heretofore, to provide pension and retirement benefits to employees covered by this agreement pursuant to applicable provisions of the Statutes and Laws of the State of New Jersey.

**ARTICLE XVIII  
DISCHARGE AND SUSPENSION**

No officer shall be suspended or discharged without just cause. An officer who has been suspended or discharged for just cause may appeal such action in accordance with the provisions of N.J.S.A. 40A: 14 et seq. as well as the type two grievance procedure.

**ARTICLE XIX  
SALARY AND WAGES**

SECTION 1.

Effective January 1, 1998 the Township shall implement the following salary guide for all full time officers covered by the agreement. Officers commencing their employment after December 31, 1997 shall start at Step 1 of the guide. All officers employed by the Township as of December 31, 1997 shall be placed on the step whose annual salary is closest to but not less than their annual salary as of December 31, 1997.

The annual basic salary for officers for the period designated shall be paid in bi-weekly payments and are as follows:

STEP	01/01/01	01/01/02	01/01/03	01/01/04
1	31470	32685	33948	35260
2	35267	36603	37992	39434
3	38672	40141	41667	43253
4	41895	43489	45147	46868
5	44910	46622	48402	50250
6	49861	51766	53746	55803

7	53937	56001	58146	60375
8	59099	61365	63719	66166
9	63255	65683	68206	70827
10	72036	74806	77685	80676

While a probationary officer is in the Police Academy and while being trained for three (3) months at the department level, he/she will be paid at a salary of \$30,000.00 for this time period which is not to exceed six (6) months. At the completion of this six months, the officer will be placed at Step one (1) of the salary guide for the next six (6) months and then on to Step two (2) which will be on his/her hiring anniversary date.

SECTION 2.

In addition to any pay or other monetary benefits granted or allowed by the terms of this agreement, any officer assigned as a detective to the Detective Division shall receive additional salary compensation at the rate of five hundred (\$500.00) dollars per year, prorated in accordance with the length of said agreement.

SECTION 3.

In addition to an officer's annual wage, each officer shall be paid a longevity increment after the completion of the number of years of continuous service in the Police Department as follows:

	as of
	01/01/01
<u>As of the 1st day of the 6th year</u>	<u>\$1,000.00</u>
<u>As of the 1st day of the 11th year</u>	<u>\$2150.00</u>
<u>As of the 1st day of the 16th year</u>	<u>\$3,350.00</u>
<u>As of the 1st day of the 21st year</u>	<u>\$4,300.00</u>

Each officer of the Police Department will qualify for the longevity increment on the date of the anniversary of his/her employment. Such increment shall be paid together with and in addition to regular salary and shall be included in addition to regular salary in the regular payroll checks.

Service in other municipal police department or state law enforcement agency shall be creditable towards longevity benefits.

SECTION 4.

a. Educational incentive pay shall be provided in addition to the amount paid as base salary and longevity pay to members of the Police Department who successfully complete or have completed a course or course of instruction as herein described. Said additional payment shall be known as Educational Incentive Pay and shall be at the annual rate of twenty-two (\$22.00) dollars per credit.

b. Notwithstanding the above, the maximums shall be as follow:

Degree	Maximum
Associates Degree	\$1,320.00

Bachelors Degree	\$2,640.00
Masters Degree	\$3,300.00

c. If working toward a higher degree listed above, additional compensation shall be continued as credits are earned, in accordance with paragraph (e). An officer currently above the limits herein, will continue to be compensated at the appropriate number of credits previously approved payment multiplied by the rate in effect. Anyone else possessing degrees will receive the maximum under Article XIX, Section 4(b) herein, unless otherwise qualified for additional payment.

d. Courses eligible for educational incentive pay shall be those course given in Police science, Criminal Justice and electives necessary for completing a degree in Police Science or Criminal Justice at an accredited college; each course to be completed with a grade of C or better or the equivalent thereof. All such courses shall be undertaken in the officer's own time and expense. Any officer currently receiving compensation for college credits approved under previous contract will continue to be compensated for at least that number of credits multiplied by the rate per credit in effect.

e. Computation of such Educational Incentive Pay shall be made as of December 15 of each year on the total allowable certified credits possessed by the employee and payments for such credits shall commence on the following January 1.

f. The decision of the Chief of Police as to acceptability of such credits shall be final.

**ARTICLE XX  
CHECK-OFF AND AGENCY FEE DEDUCTION**

**SECTION 1.**

The Township agrees to deduct Association membership dues from the pay of those officers who individually and voluntarily request, in writing, that such deductions be made in a form agreed upon between the Township and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the fifth (5th) day following the end of the pay period.

**SECTION 2.**

Any written dues deduction authorization may be withdrawn by an officer, in writing, and said deduction shall be discontinued as of January 1 or July 1 next succeeding the date on which the Notice of Withdrawal is filed.

**SECTION 3.**

Any officer in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new officer who does not join within thirty (30) days of initial employment within the unit and any officer previously employed within the unit who does not join with ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessment. The Union's entitlement to the representation fee shall continue beyond the termination date of the Agreement so long as the Unions remains the majority representative.

SECTION 4.

The Association agrees to indemnify and hold harmless the Township from any cause of action, claims, and loss or damages incurred as a result of the Article.

**ARTICLE XXI  
NON-DISCRIMINATION**

Neither the Township nor the Association shall discriminate against any officer by reason of race, creed, sex, color, political or religious affiliation or National origin. Where the word "he", "she", "him", or "her", is used in this Agreement it shall mean both sexes.

**ARTICLE XXII  
PERSONAL DAYS**

Each officer covered by the terms of this agreement shall receive two (2) personal days per year with prior approval of the Chief of Police and at least five (5) days' notice, except in emergency situations. An officer must work the full year to be eligible for both days. The first day may be used after six (6) months' employment of the year and the second day after ten (10) months. The days shall not be cumulative to the following year. If any officer terminates their employment or is terminated by the Township prior to the officer completing the eligibility period for either day, and such day is used, such payment will be subtracted from any final payment due to the officer. Any employee going a whole year without a report of injury that is work related will receive an additional personal day the following year.

**ARTICLE XXIII  
EMPLOYEE COMPENSATION AND EXPENSE AGREEMENT  
FOR OFF-DUTY K-9 CARE AND MAINTENANCE**

SECTION 1

The officer assigned to K-9 detail, hereinafter know as K-9 Officer, and the Township of Howell have come to the following agreement concerning the payment of expenses for the K-9 detail and compensation for the off-duty K-9 care and maintenance.

The K-9 dog will be purchased or donated to the Township of Howell and cared for, and maintained by the K-9 detail officer.

In addition, the Township of Howell shall provide veterinary services related to the care of the K-9 dog. The K-9 officer freely agrees to be responsible for the care and maintenance of the K-9 dog. The Township of Howell will be responsible for any veterinarian expenses.

The K-9 officer, the PBA, and the Township of Howell have come to an agreement as to the amount of off-duty hours performed per week related to the K-9 care, maintenance, and personal training. The K-9 officer will be paid ten (\$10.00) dollars per day, which is equal to \$3650.00 per calendar year. This rate of pay will be included in the officer's base salary and will be included in his bi-weekly pays.

The K-9 Officer will have the option of purchasing the K-9 dog for one (\$1.00) dollar when it is deemed that the K-9 dog can no longer fulfill its duties as a K-9 dog.

**ARTICLE XXIV  
SENIORITY**

SECTION 1.

Seniority in the department for command and control purposes is established first by rank and secondly by time served in rank whether on a regular, assigned or temporary basis. Where conflict occurs because of identical service or dates of appointment, the member with the higher position on the entrance examination eligibility list from which the appointments were made is deemed to be the senior. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by a higher ranking command or supervisory officer. In the event of a reduction in the size of the police force, termination of members or officers shall be in the inverse order of their appointment to the department.

## SECTION 2.

At the completion of an officer's 20th year, the officer will get a seniority recognition of the title of Corporal. The seniority recognition of Corporal will be signified by the officer wearing two stripes on each arm. The title of Corporal along with Corporal stripes is solely a recognition of an officer's seniority within the department and bears no added responsibilities as well as no added benefits.

## SECTION 3

a. Upon hiring a new officer to serve in the police department, the Township shall have the right, in its sole discretion, to grant credit for that officer's prior service as a full-time, regular sworn police officer outside the Township, for purposes of salary guide placement, longevity and/or vacation entitlement.

b. Any credit for prior employment as set forth above shall not count in the computation of seniority for the purposes of determining benefits such as vacation scheduling; the order of layoffs; allocation of overtime or other similar benefit(s); such benefits shall be determined by length of service as a police officer in the Township of Howell.

c. Notwithstanding the above, the Township shall not be required to grant credit for some or all prior police experience, as set forth in Paragraph 1, upon initial hiring.

## **ARTICLE XXV PROMOTIONAL TESTING PROCEDURE**

a. The Township shall give notice of promotional examinations no earlier than seventy (70) and no later than sixty (60) days prior to the scheduled examination. Notice shall be provided as follows;

1. Posting of notices on official department bulletin boards.
2. Announcement at roll calls for each shift.
3. A copy of the notice shall be delivered to the PBA President either in person or by certified mail sent to the PBA offices.
4. A copy of the notice shall be mailed by certified mail to all employees who are not scheduled to work because of a work-related injury.

b. Registration for the examination shall be accepted up to fourteen calendar day prior to the scheduled date of the examination.

c. Results of the testing shall be posted and a copy of the results shall be given to the PBA President.

d. The promotional list, which results from the test, shall be valid and used by the Department for a period of three (3) years from the date of the posting of the scores.

## **ARTICLE XXVI COMPLETENESS OF AGREEMENT**

## SECTION 1.



This Agreement constitutes the entire collective bargaining agreement between the parties and settlement for the term of the Agreement all matters, which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

SECTION 2.

Except as specifically provided for in this Agreement the Parties agree that during the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXVII  
SAVINGS CLAUSE**

SECTION 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 2.

All current policies not covered in this Agreement shall remain in full force, subject to Article IV.

SECTION 3.

If any provisions are so invalid the Township and the PBA will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE XXVIII  
DURATION**

SECTION 1.

This Agreement shall be in effect as of January 1, 2001 up to and including December 31, 2004.

SECTION 2.

In the event that no new agreement is reached prior to the termination date of this Agreement, then this Agreement shall remain in full force and effect until a new agreement is executed.

SECTION 3.

The parties agree hereto that negotiations shall begin not later than ninety (90) days prior to the expiration date of this Agreement.

SECTION 4.

In the event that the parties fail to reach agreement on a successor collective bargaining agreement prior to the expiration of the agreement, eligible officers shall continue to receive the applicable step salary increase on their anniversary date as provided for in ARTICLE XIX, Section 1. Notwithstanding the foregoing, the awarding of a salary step increase shall remain subject to collective negotiations and any such increase awarded under the provisions of this paragraph shall be modified and taken into account to reflect the final negotiated salary guide of the successor collective bargaining agreement.

