

Contract no. 677

~~Tom Cruise~~

AGREEMENT

Between

TOWNSHIP OF HOLLAND

HUNTERDON COUNTY, NEW JERSEY

and

NEW JERSEY POLICEMEN'S BENEVOLENT

ASSOCIATION, HUNTERDON COUNTY, LOCAL NO. 188

1991 - 1992

PREAMBLE

This Agreement is entered into by the Township of Holland, in the County of Hunterdon, hereinafter referred to as the Township, and the New Jersey State Policemen's Benevolent Association, Hunterdon County Local No. 188, hereinafter referred to as the P.B.A., on behalf of the Township of Holland Police Department members covered by this Agreement, hereinafter referred to as employees:

WHEREAS, the Township and the P.B.A. have reached certain agreements concerning terms and conditions of employment on all bargainable issues, which they desire to confirm in this Agreement, it is hereby agreed to as follows:

TABLE OF CONTENTS

ARTICLE 1	TERM OF AGREEMENT.....	Page 1
ARTICLE 2	RECOGNITION.....	Page 2
ARTICLE 3	NEGOTIATIONS PROCEDURE.....	Page 3
ARTICLE 4	RESPECTIVE RIGHTS.....	Page 4
ARTICLE 5	GRIEVANCE PROCEDURE.....	Page 6
ARTICLE 6	P.B.A. REPRESENTATIVE.....	Page 11
ARTICLE 7	SENIORITY.....	Page 13
ARTICLE 8	UNIFORM ALLOWANCE.....	Page 14
ARTICLE 9	HOSPITAL, MEDICAL AND SURGICAL INSURANCE.....	Page 15
ARTICLE 10	LAY-OFF AND RECALL....	Page 17
ARTICLE 11	OVERTIME.....	Page 18
ARTICLE 12	HOURS OF WORK.....	Page 19
ARTICLE 13	BEREAVEMENT LEAVE.....	Page 20
ARTICLE 14	HOLIDAY COMPENSATION.....	Page 21
ARTICLE 15	VACATION LEAVE.....	Page 23
ARTICLE 16	SICK LEAVE AND PERSONAL DAYS.....	Page 26
ARTICLE 17	ACCESS TO PERSONNEL FOLDERS.....	Page 28
ARTICLE 18	SALARIES.....	Page 30
ARTICLE 19	PRINTING OF AGREEMENT.....	Page 32
ARTICLE 20	SEVERABILITY.....	Page 33

ARTICLE I

TERM OF AGREEMENT

This Agreement shall be effective as of the date of this Agreement (except that the Salary, Holiday Leave, and Overtime provisions hereof shall be retroactive to January 1, 1991), and shall continue in full force and effect until December 31, 1992, both dates inclusive. It is understood by and between the parties hereto that the terms and conditions of employment contained herein shall continue in full force and effect thereafter until a successor agreement is signed.

ARTICLE 2

RECOGNITION

Pursuant to an election held under the auspices of the New Jersey Public Employment Relations Commission, the P.B.A. has been determined to be the exclusive and sole representative for collective negotiations for the bargaining unit. The bargaining unit consists of those employees covered by this Agreement which comprises all police officers below the rank of Chief employed by the Township of Holland, but excluding all other employees (that is, excluding special officers, craft workers, professionals, confidential employees, managerial executives and supervisors within the meaning of the New Jersey - Employee Relations Act).

The term "employee" as used hereinafter, shall be interpreted interchangeably with the term "police officer".

ARTICLE 3

NEGOTIATIONS PROCEDURE

The Township and the P.B.A. agree at the request of either party to enter into negotiations for a Successor Agreement in accordance with the Rules and Regulations of the Public Employment Relations Commission. In such negotiations each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Such Agreement shall apply to all members of the bargaining unit and shall be reduced to writing and after ratification, signed by the parties.

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

ARTICLE 4

RESPECTIVE RIGHTS

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

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

the efficiency of municipal operations, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the Township in situations of emergency.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Definition

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

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

It is further agreed that the employee is entitled to use this Grievance Procedure and to be represented by counsel and/or the P.B.A. in accordance with the provisions hereof.

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

B. Scope of Grievance Procedure

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

C. General Rules

Where the subject of a grievance directly concerns and is shared by more than one (1) member of the bargaining unit, a group

grievance may be instituted by the P.B.A. on behalf of such group of employees.

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

D. Steps of the Procedure

Step One:

A grievance initially must be filed within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or became known to the grievant, whichever is later. The grievance shall be submitted in writing to the Chief of Police, who may conduct a hearing regarding the grievance at his discretion, and shall render a decision, in writing, within fifteen (15) days of his receipt of the grievance.

Step Two:

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

Step Three:

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

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

Step Four:

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

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

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

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

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

E. Grievance Time Limits and Management Responses

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

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

3. Failure of a grievant to adhere to time limits set forth herein, absent good cause shown, shall be deemed a waiver which shall prevent further processing of the grievance.

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

ARTICLE 6

P.B.A. REPRESENTATIVE

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

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

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

ARTICLE 7

SENIORITY

The employee shall be considered to have job seniority upon successful completion of six (6) months service following completion of basic police training. Prior to the commencement of seniority, the employee shall be considered probationary. Such basic police training shall be had within the time period established by law. Job seniority rights shall vest on, and shall accrue from and after the date seniority commences, and shall continue during continuous service the employee has with the Township as a permanent employee in the bargaining unit.

ARTICLE 8

UNIFORM ALLOWANCE

The Township shall provide new uniforms and equipment to new employees and the replacement of old uniforms and equipment to employees at the Township's sole cost and expense, and the Township further agrees to provide for the cleaning of uniforms at its sole cost and expense.

That is to say, the Township shall reimburse employees for the cost of dry cleaning all uniforms issued. However, the Township may, at its option, contract with a local cleaning establishment and may require employees to have uniforms cleaned under that contract, but at no cost to the employee.

ARTICLE 9

HOSPITAL, MEDICAL AND SURGICAL INSURANCE

The Township agrees to pay for hospitalization and medical insurance coverage for all of its employees in the bargaining unit, their spouses and their unmarried dependent children under age 19, and their unmarried dependent children under age 23 who are full-time students in a course of study or training recognized by the medical insurance carrier. Said program, during 1991, shall be Blue Cross/Blue Shield 100 and Major Medical Plan. Since the present Blue Cross/Blue Shield insurance carrier is ceasing doing business in New Jersey, in 1992 the said insurance shall be with another medical insurance carrier selected by the Township under a plan providing benefits as substantially equivalent as possible to those pertaining under the Plan in effect for 1991. The Township agrees to make prompt application for such 1992 coverage which shall become effective on the date of approval of the application by the aforesaid health care insurance provider. The Township's obligation to pay for such coverage shall commence as of the effective date of the coverage. In any event the employee's hospital, medical and surgical insurance will be covered by the employer continuously. Employees shall cooperate in completing such forms and furnishing such information as is requested by the applicable health care insurance provider. If requested by the Township, an employee shall submit to an annual physical examination to be conducted at the expense of the Township. The examining physician shall be designated by the Township and the results of said examination shall be made available to the Township and the employee.

7 The Township agrees to pay for prescription drug coverage for all of the employees and their eligible dependents, except such coverage shall not apply to probationary, temporary, part-time or seasonal employees or their dependents. Such coverage shall provide for covered prescription drugs in accordance with Blue Cross/Blue Shield, or other applicable prescription drug insurance, plan policies. Employees shall cooperate in completing such forms and furnishing such information as is requested by such prescription insurance provider.

The employees under this contract in cooperation with the employer agree to said Township buying private health insurance as substantially equivalent or better, through Sigmnet or other agreed upon private carrier and obtaining the \$500.00 deductible program. This is being done so that the employer may purchase the health insurance at a cheaper rate. The employer agrees that the deductible for the employee and dependents will remain at \$100.00 and that after showing that the \$100.00 deductible has been met (bills paid) by the employee for himself or dependent, to the employer representative, the employee shall be reimbursed for all subsequent bills until the \$500.00 unit is reached meaning the Township through its savings in premiums will pay additional bills (reimburse the employee) until \$500.00 is reached.

ARTICLE 10

LAY-OFF AND RECALL

In the event that the Township shall find it necessary to lay-off any employees, such lay-off shall be made in the inverse order of seniority, and recall shall be made in the order of seniority except as provided below. Any employees laid-off by the Township shall have an absolute preference to reemployment before any additional employees are hired during a period of one year following their lay-off. The Township shall provide fourteen (14) days written notice prior to any such lay-off.

ARTICLE 11

OVERTIME

Any employee working in excess of eight (8) hours on an assigned shift or during any 24-hour period or in excess of 40 hours during a regular work week shall be paid, as additional compensation therefor, at the rate of one and one-half (1-1/2) times his base hourly rate for all such authorized overtime worked.

Overtime shall include Superior Court, Grand Jury, Municipal Court appearances, occasioned by compulsory process occurring when the employee is off duty, and shall include all time when the employee is off duty and called in to work. When an employee is off duty and called in to work, he shall be paid a minimum of three (3) hours' overtime pay in that event. Minimum call in time shall not apply to time worked as an extension of a regular tour of duty when the employee has either been called in prior to such regular tour or works beyond it.

Payment of compensation for overtime worked within the first pay period of any month shall be made within the second pay period of the month in which the overtime was earned.

Monetary compensation for overtime worked within the second pay period of any month shall be made within the pay period which immediately follows the said second pay period.

Base hourly rate as used in this Article shall mean the employee's Total Annual Salary divided by 2080.

ARTICLE 12

HOURS OF WORK

Normally, the hours of work for employees covered hereunder shall not exceed eight (8) work hours in any twenty-four (24) hour period, nor shall they exceed forty (40) work hours during the work week.

ARTICLE 13

BEREAVEMENT LEAVE

A. A leave of absence of death in the immediate family of an employee shall be granted for five days, with no deduction from annual salary, inclusive of the day of the funeral. Immediate family shall mean spouse and children of the employee.

B. A leave of absence for death of parent, sibling, mother-in-law, father-in-law or grandparent of a full time employee shall be granted, with no deduction from annual salary, for three days, inclusive of the day of the funeral.

C. A leave of absence for death of aunt, uncle, niece, or nephew of a full time employee shall be granted, with no deduction from annual salary, for one day to allow for attendance at the funeral.

ARTICLE 14

HOLIDAY COMPENSATION

In lieu of compensation or time off for the 12 holidays (i.e., New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day) enumerated in the prior collective negotiation agreement between the parties (for 1982 and 1983), each police officer will be paid the following sum as additional salary:

<u>DURING 1991</u>	<u>DURING 1992</u>
\$2405.82	\$2550.17

Such sum shall be full compensation for all holidays. Notwithstanding the above, if an employee works on a holiday, the employee shall be entitled to overtime pay only under the overtime provisions of this agreement (for example, because the employee happened to work over 8 hours on a holiday, or happened to work over 40 hours during a week and the hours over 40 occurred on a holiday), not because the day worked was a holiday.

The \$2405.82 amount for 1991 and the \$2550.17 amount for 1992 shall be paid at one time, in one lump sum, in the form of a check issued during the particular year and for that year's holiday compensation, separate from the normal pay period check; provided at least 2 weeks' notice is given to the Township Treasurer by the employee as to when the employee wishes to have the check. If an employee ceases employment during the course of any calendar year, the amount, as stated above, which he is entitled to be paid for

the year as compensation for holidays shall be pro-rated based on the number of holidays for the year elapsed at the time his employment ceases. Any amount of this additional compensation which the employee has then been paid over the amount so pro-rated shall be deducted from the employee's final pay, or otherwise paid by the employee back to the Township.

ARTICLE 15

VACATION LEAVE

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

Employees employed with the Township after the first working day in January of any calendar year, but on or before the first working day of July in that year, are entitled, after completing three (3) continuous months of employment, to two days vacation during the calendar year they commence employment. Employees who commence employment after the first working day in July in a calendar year are not entitled to vacation during that calendar year.

During each calendar year in which an employee's anniversary date of employment described below occurs, the employee shall be entitled to the number of days of vacation set opposite such anniversary date; provided that the employee has been continuously employed by the Township (except for any leave of absence approved by the Township Committee) during the time period counted, and provided further that this entitlement shall not arise, in the year in which the first anniversary occurs, until the employee has been employed for three (3) consecutive months:

<u>Anniversary of Employment</u>	<u>Vacation Days During Calendar Year</u>
1st	5 days
2nd through 5th	10 days
6th through 14th	15 days
15th and subsequent	20 days

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

If, during a calendar year any person terminates employment or his or her employment is terminated, he or she shall have already taken more vacation days for that calendar year than a proportion (rounded to the nearest full day) of such person's full entitlement for the calendar year which corresponds to the proportion of days in the calendar year elapsed prior to termination to the total number of days in the calendar year, there shall be deducted from the terminating employee's final paycheck or checks, an amount equivalent to the pay the employee would normally receive for a day's work times the number of vacation days already taken for the calendar year in excess of the foregoing proportion.

The above vacations shall apply to all employees employed a full-time, but not to part-time or seasonal employees. Employment as referred to herein, means employment with the Township, and is deemed to commence when an employee first reports for work.

Employees shall select their vacation period in order of their seniority during the approved vacation period posted by the Chief. Employees shall be required to take time off for their vacation. In the event extenuating circumstances justify the Township to request than an employee return to work during his vacation period, approval must be received from the employee, except in the case of an emergency, in which event the employee must return to work. Such employee who so returns to work from his vacation shall be

paid his regular rate of pay for such vacation that he so worked. Such employee shall be given another vacation period with pay as the Township's schedule permits, or the employee may elect to take his vacation pay in lieu of additional days off.

Employees must give the Chief of Police at least 30 days prior notice of vacation request, and such request shall be subject to approval by the Chief of Police. Unused vacation days may not be accumulated from one calendar year to another.

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

ARTICLE 16

SICK LEAVE AND PERSONAL DAYS

Sick Leave

Full-time employees shall be entitled to ten (10) days of sick leave with full pay per year (this is hereafter called "Basic Sick Leave").

Each full-time employee shall receive additional sick leave in the amount of three (3) days for each year of service under the following circumstances: Hospitalization or major illness, recuperations, which require the employee to miss more than ten (10) consecutive working days. (This is hereafter called "Additional Sick Leave".) Additional Sick Leave shall apply only when Basic Sick leave has been exhausted, to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A doctor's certification will be required to establish eligibility for Additional Sick Leave.

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

All of employee's unused Basic and Additional Sick Leave from prior years of service with the Township may be credited, after it

has been established that an employee is entitled to Long Term Sick Leave, to bridge any gap between the expiration of a current year's Basic and Additional Sick Leave and the commencement of a Long Term Sick Leave entitlement. Unused Basic and Additional Sick Leave from prior years of such service may be used for this purpose only, and shall not be cumulative in any other way or be used to extend Long Term Sick Leave.

Personal Days

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

ARTICLE 17

ACCESS TO PERSONNEL FOLDERS

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

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

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

The foregoing shall not preclude the Township from receiving, reviewing and investigating comments and complaints regarding the

employee, or to necessitate that such comments and complaints be made part of a personnel file; provided, however, that no such comment, complaint or review or investigation thereof shall be utilized with regard to promotion, suspension, discharge, transfer or in response to request for information from any other potential employer unless it has been made part of the employee's personnel file subject to the provisions of the paragraph preceding.

ARTICLE 18

SALARIES

Basic Annual Salary

The following salary schedules shall be established for full-time service by employees for each of the years of this Agreement effective as of January 1 of each year.

	<u>1991</u>	<u>1992</u>
Sergeant	\$35,507.23	\$37,637.66
Patrolman First Class	\$34,244.76	\$36,299.45
Patrolman Second Class	\$30,014.37	\$31,815.23
Patrolman - Probationary	\$26,000.00	\$26,000.00

The Patrolman-Probationary salary shall pertain for the employee's period of probation and the Patrolman Second Class salary shall pertain upon permanent appointment of a patrolman following his or her period of probation.

Longevity Increase

Amounts equivalent to the following percentage increases of a full-time employee's Basic Annual Salary (described above) shall be added to the employee's Basic Annual Salary, for the calendar years of 1991 and 1992 (pro-rated for an appropriate portion of a calendar year in which the increase takes effect), after the employee's completion of the number of months of continuous full-time employment service with the Township stated below:

<u>Service</u>	<u>Percentage Increase to Basic Annual Salary for the Year</u>
After 60 months of service	One & one-half (1 1/2%) percent
After 120 months of service	Two (2%) percent

After 180 months of service	Two & one-half (2 1/2%) percent
After 240 months of service	Three (3%) percent

The Total Annual Salary for an employee for the year 1991 or 1992, as the case may be (which is composed of the employee's Basic Annual Salary increased by the appropriate percentage of Longevity Increase, if applicable) shall be used in calculations of over-time and call-in time compensation under this Agreement.

ARTICLE 19

PRINTING OF AGREEMENT

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

ARTICLE 20

SEVERABILITY

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Township of Holland, Hunterdon County, New Jersey on this 18th day of June, 1991.

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

BY: John G. Curran SGT

TOWNSHIP OF HOLLAND, IN THE
COUNTY OF HUNTERDON,
NEW JERSEY

BY: John B. Sano
6-18-91