AGREEMENT

BETWEEN

TOWNSHIP OF HOLLAND

CC_____

AND

NEW JERSEY POLICEMEN'S

BENEVOLENT ASSOCATION

HUNTERDON COUNTY, N.J.

LOCAL NO. 188

CC_____

JANUARY 1, 2015

THRU

CC_____

DECEMBER 31, 2019

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TOWNSHIP OF HOLLAND
CLERK'S OFFICE

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ARTICLE 1

TERM OF AGREEMENT

This Agreement shall be effective as of January 01, 2015 and shall continue in full force and effect until December 31, 2019. It is understood by and between the parties hereto that the terms and conditions of employment contained herein shall continue in full force and effect thereafter until a successor agreement is signed.

ARTICLE 2

RECOGNITION

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

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

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

ARTICLE 3

NEGOTIATIONS PROCEDURE

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

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

ARTICLE 4

RESPECTIVE RIGHTS

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

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

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

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

ARTICLE 5

P.B.A. DUES

Annual P.B.A. dues for each employee shall be withheld from the employee's first paycheck of each month. The deduction shall be made in 12 equal installments. The PBA Treasurer shall notify the Township if the regular amount of dues to be deducted has changed. All payments will be forwarded by the Township to the PBA Treasurer on a monthly basis.

ARTICLE 6

GRIEVANCE PROCEDURE

A. Definition

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

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

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

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

B. Scope of Grievance Procedure

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

C. General Rules

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

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

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

D. Steps of the Procedure

Step One:

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

Step Two:

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

Step Three:

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

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

Step Four:

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

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

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

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

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

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

E. 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 7

P.B.A. REPRESENTATIVE

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

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

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

ARTICLE 8

SENIORITY AND PROBATIONARY PERIOD

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

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

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

ARTICLE 9

UNIFORM ALLOWANCE

The Township shall provide at its expense new uniforms and equipment to new employees. The Township at its expense shall replace uniforms and equipment for current employees, as needed.

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

ARTICLE 10

HOSPITAL, MEDICAL AND SURGICAL INSURANCE

All Employees shall pay the statutory health insurance contribution required by law. The contribution to be paid by the employee will be the calculated based upon the formula set forth by the law. However, the minimum amount to be contributed is $1,000. This $1000 contribution shall not be in addition to any legal requirement. The Township will establish an IRC 125 Plan regarding the deduction of this amount to be contributed by the employees.

The Township agrees to pay for the remaining costs associated with hospitalization, medical, and prescription coverage for all of its employees in the bargaining unit, their spouses and their dependent children until their 26th birthday.

Employees hired on or after December 01, 2014 shall be required to enroll in N.J. Direct 15. Those employees may voluntarily choose other plans (with a lower premium and higher deductible) if they determine that the plan would be financially beneficial to them. They may also enroll in a plan with a more expensive premium and they shall be required to pay the difference between the premium cost for Direct 15 and the more expensive plan. Employee contributions continue as set forth by law.

Said coverage is currently furnished by the New Jersey Health Benefits Program, unless otherwise stated. The above named insurance may be changed to another medical insurance carrier selected by the Township under a plan providing benefits as substantially equivalent as possible (or better) to those provided by the New Jersey State Health Benefits Plan as of the date of the change.

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

The Township agrees to pay for prescription drug coverage for all full time employees and their eligible dependents. Such coverage shall provide for covered prescription drugs in accordance with the New Jersey State Health Benefits Program or a plan with substantially equivalent (or better) benefits.

The Township agrees to pay for dental coverage for all full time employees and their eligible dependents. Guardian Insurance Company currently furnishes said coverage. The above named insurance may be changed to another dental insurance carrier selected by the Township under a plan providing benefits as substantially equivalent as possible (or better) to those under the Guardian Insurance Company plan.

The employees under this contract agree to said Township having health insurance with a $500.00 deductible program. This is being done so that the

Township may purchase the health insurance at a cheaper rate. The Township agrees that the deductible for the employee 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 employees shall be reimbursed for all subsequent bills until pay $500.00 limit is reached, meaning the township through its savings in premium will pay additional bill (reimburse the employee) unit the $500.00 reached.

ARTICLE 11

LAY-OFF AND RECALL

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

ARTICLE 12

SCHEDULES AND HOURS OF WORK

Currently there are two schedules of work that will continue to be used, they are as follows:

Schedule One; (Patrol Officers)Five (5) consecutive days on and four (4) consecutive days off, rotating between days and nights approximately every eight (8) to nine (9) weeks, with ten and a quarter hour (10.25) shifts. Normally, the hours of work for employees covered hereunder shall not exceed ten and a quarter (10.25) work hours in any twenty-four (24) hour period, nor shall they exceed fifty-one and a quarter (51.25) hours during the work week. Start and finish times will be determined by the chief.

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

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

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

For additional duty which is compensable at time and one half, officers may, choose compensatory time or cash payments for overtime work at time and one half the base salary rate, which is determined by dividing the applicable annual salary by 2080. If compensatory time is chosen, the conversion to time and one half shall be made prior to adding the hours to the "bank". An officer may add to the "bank" until it reaches sixty (60) hours, at which time cash payment must be taken. Officers may use compensatory time off at their discretion subject to a determination by the Chief of police or his designee that such use will not unduly disrupt the operations of the police department.

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

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

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

ARTICLE 13

BEREAVEMENT LEAVE

A.

A leave of absence for death in the immediate family of an employee shall be granted for five (5) days, with no deduction from annual salary, inclusive of the funeral. Immediate family shall mean; spouse, children, and parent's of the employee.

B.

A leave of absence for death of a sibling, grandparent, aunt, uncle, niece, nephew, mother-in-law or father-in-law of an employee shall be granted for three (3) days, with no deduction from annual salary, inclusive of the funeral.

ARTICLE 14

HOLIDAY COMPENSATION

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

ARTICLE 15

VACATION LEAVE

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

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

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

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

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

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

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

Vacation days may be taken only after prior approval of the Chief of Police, or in his absence, of the Mayor or of the Township Committee member having responsibility for the Police Department. Employees may carry up to one (1) allotment of annual vacation.

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

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

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

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

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

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

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

ARTICLE 16

SICK LEAVE AND PERSONAL DAYS

A. **Sick Leave**

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

2015	10 days per year
2016	10 days per year
2017	11 days per year
2018	12 days per year
2019 And there After	13 days per year

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

2015 and thereafter	10 days per year

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 working days than the maximum basic annual sick days allotted, (this is hereafter called "Additional Sick Leave"). Additional Sick Leave shall apply only when Basic Sick Leave has been exhausted. 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 of hospitalization which extends more than thirty (30) days, full-time employees will be granted sick leave from the 31st to the 182nd consecutive calendar day of such single major illness or hospitalization (hereafter called "Long Term Sick Leave"). Proof of the eligibility for Long Term Sick Leave will be required in the form of a Township physician's certification.

All of an employee's unused 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.

B. Personal Days

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

given for taking the day if the required notice is given. A Personal Day taken by an employee shall be subtracted from the employee's Basic Sick Time allowance for that year, and the Personal Day allowance for a particular year is not cumulative.

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

ARTICLE 17

COLLEGE COURSE REIMBURSEMENT

The Township will reimburse the employee for tuition for college courses relating to law enforcement. Reimbursement will be based on the current undergraduate per credit fee charged at Rutgers University, New Brunswick Campus not to exceed 100% of the total cost incurred, and will be made at the conclusion of the course provided the employee attains at least grade of "B" or equivalent in the course. Employees who receive tuition reimbursement must continue their employment for a period of two years from the end date of any course for which tuition reimbursement was received. Any employee who voluntarily leaves employment before the two year period ends must reimburse the Township the amount of tuition reimbursement received.

ARTICLE 18

ACCESS TO PERSONNEL FOLDER

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

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

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

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

ARTICLE 19

CRITICAL INCIDENT MANAGEMENT

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

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

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

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

ARTICLE 20

SALARIES

A. Basic Annual Salary

Effective Jan. 01, 2015, there will be three (3) new salary schedules established for full-time service by employees.

The Academy Salary Step in Schedule C shall pertain for an employee's entire time while attending an approved academy. After completion of an approved academy the employee will move to the Schedule C Probationary Salary Step for the remainder of their probationary period. After the completion of probation, the employee will move up one (1) salary step, and one step each following year on their anniversary date of permanent appointment until the top step is reached.

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

B. Longevity Increase

Removed as of January 01, 2015.

C. Sergeants' Salary

An officer promoted to the rank of Sergeant shall receive the additional amount of $3,300.00 a year towards his pensionable base pay.

SCHEDULE A

Schedule A shall pertain to all employees hired prior to Jan. 01, 2006

		2.0%	2.0%	2.0%	2.0%
	2015	2016	2017	2018	2019
Patrolman 1st Class	$93,359.00	$95,226.00	$97,131.00	$99,074.00	$101,055.00

SCHEDULE B

Schedule B shall pertain to all employees hired on or after Jan. 01, 2006 thru November 30, 2014

		2.0%		2.0%	2.0%
	2015	2016	2017	2018	2019
Patrolman 1st Class	$92,859.00	$94,716.00	$97,131.00	$99,074.00	$101,055.00

SCHEDULE C

Schedule C shall pertain to all employees hired on or after December 01, 2014.

Rank / Step	Salary
Academy	$30,000.00
Probationary	$42,000.00
Patrolman 9th class	$47,000.00
Patrolman 8th class	$52,000.00
Patrolman 7th class	$57,000.00
Patrolman 6th class	$62,000.00
Patrolman 5th class	$67,000.00
Patrolman 4th class	$72,000.00
Patrolman 3rd class	$77,000.00
Patrolman 2nd class	$82,000.00
Patrolman 1st class	$87,000.00

ARTICLE 23

DEFACTO / ACTING SUPERVISOR

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

IN WITNESS WHEREOR, the parties have hereto set their hands and seals at Township of Holland, Hunterdon County, New Jersey on this 19th day of May 2015.

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

BY: PH #3
Patrolman Michael D. Bent

BY:
Patrolman Scott R. Heilig

BY:
print HARRY E. HULTS
Patrolman

TOWNSHIP OF HOLLAND IN THE COUNTY OF HUNTERDON, NEW JERSEY

BY:
Raymond B. Krov, Mayor

BY:
Thomas J. Scheibener, Committee-Man

BY:
print ANTHONY ROSELLE
Committee-Man