

AGREEMENT BETWEEN
TOWNSHIP OF WEST WINDSOR
AND
WEST WINDSOR PBA LOCAL 271
A/K/A
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL 271
WEST WINDSOR

JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

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PREAMBLE

This Agreement entered into this ____ day of _____ 2023, by and between the TOWNSHIP OF WEST WINDSOR, in the County of Mercer, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township"), and the WEST WINDSOR PBA # 271 a/k/a NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #271, WEST WINDSOR (hereinafter called the "Association"), represents the complete and final understanding on all bargained issues between the Township and the Association.

ARTICLE 1: RECOGNITION

The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Patrol Officers and Sergeants, hereinafter called the "employee(s)", employed in the Police Department of the Township.

ARTICLE 2: MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:
 - 1. To execute management and administrative control of the Township Government, its properties, facilities, and the activities of its employees;
 - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department;
 - 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to restrict or deny the Township its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other federal, state, county laws or local ordinances.

ARTICLE 3: ASSOCIATION RIGHTS

A. Association Security

The Township agrees to deduct Association dues by automatic payroll deduction from the salary of each employee who is a member of the Association in such amount as determined by the Association and certified to the Township by the Treasurer and/or President of the Association.

B. Association Business

1. The Association President shall be allowed time off during their shift, as is actually necessary, to conduct Association business involving the Township, Association, or Police Department without loss of any pay, benefit or time. Such time off shall be with the agreement of the Chief of Police or their designee for that day. However, such time off shall not be unreasonably withheld by the Chief of Police or their designee. If such business is to be conducted with on-duty personnel, they must first receive the approval of their supervisor.
2. An employee and their Association representative may consult during working hours to process a grievable matter, but they must first obtain permission from their respective supervisor to leave their post. Such permission shall not be unreasonably withheld.
3. Employees who are members of the negotiations committee shall be allowed to attend meetings for negotiations if said meetings are scheduled when the Association representatives are on duty without loss of pay or time off. Only two (2) on-duty employees shall attend any meeting.
4. The Township agrees to grant the necessary days off without loss of pay or time off to that employee who is the Association's President, Delegate or designee of the Delegate to the New Jersey Policemen's Benevolent Association in order to enable said Delegate, or their designee, or President to attend all regularly scheduled meetings of said organization. Such leave need not be granted by the Township if it will require the Township to pay a premium rate in order to maintain an adequate level of patrol.
5. The Township agrees to grant the necessary days off without loss of pay or time off to the Association's Delegate, President and two (2) convention delegates to travel to, attend, and return from any State or National convention of the New Jersey Policemen's Benevolent Association.

6. The President of the Association shall be allowed to attend State PBA Presidents meetings as scheduled. Time off will be handled in the same manner, but in addition to, the Delegate's time off, as outlined in Paragraph 4 above.
7. The Township will allow the State Delegate up to five (5) meetings annually for committees to attend in which the delegate has been appointed by the State Association President.
8. The Township will allow two (2) members of the negotiations committee time off to attend collective bargaining seminars. However, such time off shall not be unreasonably withheld by the Chief of Police or their designee. If such business is to be conducted with on-duty personnel, they must first receive the approval of their superior.
9. The Township will provide transportation to all official Association business occurring in New Jersey in the form of a marked or unmarked vehicle when such vehicle is available.

ARTICLE 4: GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment and may be raised by an employee(s), the Association, or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, except for other procedures established by statute or regulation, and shall be followed in its entirety unless any step is waived by mutual consent.

The Association shall have the right to process a grievance at any step with or without the consent of the aggrieved employee. Such intervention shall be according to the provisions of this Article. Every employee must immediately notify the President of the Association or an Association representative appointed by the President if a controversy appears to be a grievance before any action is taken by the employee. A representative of the Association shall be present at any meeting held with regard to a grievance unless an employee has written authorization from the Association to meet without an Association representative present.

A grievance initiated by the Township shall be filed directly with the Association within ten (10) calendar days after the event giving rise to the grievance has occurred, exclusive of Saturdays and Sundays. A meeting shall be held within ten (10) calendar days after the filing of the grievance, exclusive of Saturdays and Sundays, between the representative of the Township and the Association, in an earnest effort to adjust the differences between the parties. If the Township fails to act within ten (10) calendar days, this shall be deemed an abandonment of the grievance. If the parties do not resolve the grievance, then either party can submit the grievance to arbitration under Step Four of this Article within ten (10) calendar days after the last meeting was held to resolve the grievance, exclusive of Saturdays and Sundays.

An employee or a representative of the Association may present a grievance at Step One, Two or Three in the grievance process. The decision to advance a grievance to Step Four, shall lie exclusively with the Association. The decision to utilize the services of an attorney at any step within the grievance process shall be exclusive to the Association and the attorney that will be utilized shall be exclusive to the Association.

1. Step One: An aggrieved party shall institute action by notifying the Chief of Police, or their designee, in writing within ten (10) working days of the occurrence of the grievance or within (10) working days of the actual or implied knowledge of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief of Police or their designee, for the purpose of resolving the matter informally. Failure of the aggrieved party to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

The Chief of Police, or their designee, shall respond to the grievance within ten (10) calendar days after the receipt of such grievance. In the event of the failure of the Chief of Police, or their designee, to act in accordance with the provisions of paragraph 2 or, in the event an answer by them in accordance with provisions thereof is deemed unsatisfactory by the aggrieved party, then within ten (10) calendar days of receipt of notification of an answer or when a notification should have been received, said aggrieved party may appeal to the Public Safety Director, or their representative, consistent with Step Two. Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

2. Step Two: In the event the grievance is not settled at Step One, the same shall be reduced to writing by the aggrieved party and filed with the Public Safety Director or their representative. Within ten (10) calendar days from the receipt of the grievance, unless a different period is mutually agreed upon, the Public Safety Director shall advise, in writing, the aggrieved party and their representative, of their answer.

In the event of the failure of the Public Safety Director to act in accordance with the provisions of paragraph 2 or in the event an answer by them in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received may appeal to the Mayor consistent with Step Three. Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

3. Step Three: If the grievance is not settled at Step Two, the aggrieved party may submit the matter to the Mayor. They shall, in their submission, advise the Mayor of whether they request a full hearing before said Mayor or not. Where the aggrieved party requests in writing a hearing before the Mayor, a hearing on the original nature of the grievance shall be held.

If the aggrieved party, in their appeal to the Mayor, does not request a hearing, the Mayor may consider the appeal on the written record submitted to it. The Mayor may request the submission of additional written materials. Where additional written materials are requested by the Mayor, copies thereof shall be served upon the aggrieved party who shall have the right to reply thereto. If a hearing is conducted, a stenographic record of the same shall be made. The Mayor agrees to pay the attendance fee of the Stenographer. The cost of the transcript shall be borne by the party ordering same.

The Mayor shall review the matter and give an answer in writing within twenty-one (21) calendar days from the receipt of the grievance. This time period may be extended by mutual agreement of the parties concerned.

In the event of the failure of the Mayor to act in accordance with the provisions of paragraph 2, or in the event an answer by them in accordance with provisions thereof is deemed unsatisfactory, the aggrieved party within ten (10) calendar days of the receipt of the answer or from when such answer should have been received, may appeal to an arbitrator for a determination of the grievance. Failure of the aggrieved party to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

4. Step Four: Arbitration: If such grievance is not settled at Step Three any party may request the New Jersey Public Employment Relations Commission to have an arbitrator appointed in accordance with their rules.

The decision of the arbitrator shall be final and binding on all parties.

The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE 5: EMPLOYEE RIGHTS

- A. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
- B. There will be no loss in pay if a grievance hearing is scheduled while the employee, Association representative and/or witnesses are on duty.
- C. Nothing in this Agreement or in Article 4 shall be construed to limit the Association to pursue its appellate remedies from an adverse determination.
- D. Employees shall be afforded all rights and protections set forth in the New Jersey Attorney General Guidelines for Internal Affairs Policy and Procedure. The Township shall provide written notice to the employees of any revisions to the Policy and Procedure as soon as reasonably practicable after their promulgation.

ARTICLE 6: HOURS OF EMPLOYMENT

A. Normal Work Week

The normal working week shall consist of an average of forty (40) hours per week throughout the year. If the employee is entitled to forty (40) hour time, they have the option of taking it during the calendar year in which the time was earned. Scheduling of forty (40) hour time must be with the Chief of Police's approval, or their designee, and preference given to rank, then seniority.

B. Establishment of Scheduling Subcommittee

The Township/Police Administration and the Association agree to establish a scheduling committee for the purpose of discussing proposed schedules and the effect they might have relative to this Article. Should the two (2) sides determine that the effect of the discussions warrant a change in language, the agreed upon language shall be attached to and become a part of this Agreement.

ARTICLE 7: WAGES

A. Salary Schedule

All increases shall be effective and retroactive to their January 1 effective dates.
All employees eligible for step increments shall receive them annually, on their anniversary or promotion date, pursuant to existing practice.

PATROL OFFICERS & SERGEANTS HIRED PRIOR TO JANUARY 1, 2017

	2023	2024	2025	2026
	3.95%	3.50%	3.25%	3.00%
Academy Entry Level	\$ 48,817	\$ 50,526	\$ 52,168	\$ 53,733
Completion of Academy	\$ 57,507	\$ 59,520	\$ 61,454	\$ 63,298
2 nd Anniversary	\$ 66,080	\$ 68,393	\$ 70,616	\$ 72,734
3 rd Anniversary	\$ 74,652	\$ 77,265	\$ 79,776	\$ 82,169
4 th Anniversary	\$ 83,223	\$ 86,136	\$ 88,936	\$ 91,604
5 th Anniversary	\$ 91,794	\$ 95,007	\$ 98,095	\$ 101,037
6 th Anniversary	\$100,367	\$103,880	\$ 107,256	\$ 110,473
7 th Anniversary	\$108,939	\$112,751	\$ 116,416	\$ 119,908
8 th Anniversary	\$123,970	\$128,309	\$ 132,479	\$ 136,453
Sergeant	\$138,039	\$142,871	\$ 147,514	\$ 151,939
(First year sergeant will start \$500 below Sergeant scale)				

PATROL OFFICERS & SERGEANTS HIRED AFTER JANUARY 1, 2017

	2023	2024	2025	2026
	3.95%	3.50%	3.25%	3.00%
Academy Entry Level	\$ 48,817	\$ 50,526	\$ 52,168	\$ 53,733
Completion of Academy	\$ 55,433	\$ 57,374	\$ 59,238	\$ 61,015
2 nd Anniversary	\$ 62,050	\$ 64,222	\$ 66,309	\$ 68,298
3 rd Anniversary	\$ 68,666	\$ 71,070	\$ 73,379	\$ 75,581
4 th Anniversary	\$ 75,284	\$ 77,919	\$ 80,451	\$ 82,865
5 th Anniversary	\$ 81,900	\$ 84,767	\$ 87,522	\$ 90,147
6 th Anniversary	\$ 88,517	\$ 91,615	\$ 94,592	\$ 97,430
7 th Anniversary	\$ 95,133	\$ 98,463	\$ 101,663	\$ 104,713
8 th Anniversary	\$101,749	\$105,311	\$ 108,733	\$ 111,995
9 th Anniversary	\$108,367	\$112,160	\$ 115,805	\$ 119,279
10 th Anniversary	\$114,982	\$119,007	\$ 122,874	\$ 126,561
11 th Anniversary	\$119,476	\$123,658	\$ 127,677	\$ 131,507
12 th Anniversary	\$123,970	\$128,309	\$ 132,479	\$ 136,453
Sergeant	\$138,039	\$142,871	\$ 147,514	\$ 151,939
(First year sergeant will start \$500 below Sergeant scale)				

- B. It is understood that the Township agrees to pay all employees on Thursdays unless there are unforeseen circumstances which delay the processing of checks. In this case, payment will be made as soon as possible after the Thursday schedule.
- C. Employees shall be paid on a biweekly pay schedule.
- D. Salaries shall be computed on a calendar year basis from January 1 through December 31. Payment of salary will be based on dividing the annual salary by the number of work hours in the calendar year. Each employee shall be paid for the following number of work hours per year as specified below:

CALENDAR YEAR	HOURS
2023	2080
2024	2096
2025	2088
2026	2088

- E. In any year where an employee is required to work in excess of the two thousand eighty (2,080) hour normal work year the employee will have the option to be paid for this time or to schedule the time off at straight time.

If an employee elects to be paid said payment will be issued the pay period closest to the first of December.

If an employee elects to take compensatory time off, it shall be scheduled in the same manner as other time.

ARTICLE 8: OVERTIME

- A. The normal working week shall consist of the present total of an average of forty (40) hours per week throughout the year.
- B. An employee who is authorized, directed or required to work longer than their regular tour of duty and receives approval for such overtime, shall be paid at the rate of time and one-half their normal pay. In construing such overtime, payments shall be made on the following basis:
 - 1. Up to the first sixteen (16) minutes - no pay
 - 2. Sixteen (16) through thirty (30) minutes - thirty (30) minutes pay
 - 3. Thirty-one (31) through sixty (60) minutes - one (1) hour pay
 - 4. Thereafter, overtime shall be paid in thirty (30) minute segments for all or a portion of such thirty (30) minutes for all such time worked beyond the regular tour of duty.
 - 5. All time worked over one (1) full overtime shift will be paid at double time based on the employee's hourly rate.
- C. The hourly rate is to be determined by dividing the employee's annual base salary by two thousand eighty (2,080).
- D. At the request of the employee, and with the approval of the Chief of Police, or their designee, employees may be granted compensatory time off, on a time-and-one-half basis, in lieu of paid compensation for authorized overtime hours worked.
- E. It is further understood, however, that all employees will schedule return dates and court appearances, insofar as possible, during those hours and times when they are scheduled to be on duty.
- F. The Township reserves the right to deny compensation to employees who absent themselves, without approval, from all or part of a shift.
- G. Employees who work overtime on a holiday will be compensated at a rate which is double their hourly rate.

ARTICLE 9: CALL-BACK TIME

- A. Call-back time shall be defined as unscheduled time worked after an employee has been released from their regular shift and does not tie into a succeeding shift, including court time, except for regularly scheduled West Windsor Municipal Court. Any employee required to work after being called back will be assured a minimum of four (4) hours pay and will be compensated in accordance with the provisions of Article 8 of this Agreement.
- B. Employees who are called in up to two (2) hours prior to their normal work shift shall be paid at a rate of double time for the actual time worked prior to the beginning of their normal shift.

Employees who are called in to work in excess of two (2) hours prior to the beginning of their regularly scheduled work day shall be granted a minimum of four (4) hours at appropriate overtime rate.

- C. Call-back time will not be paid to an employee who switched shifts with another employee and the time called back was at a time when the employee would have been working had he not switched shifts. This applies only to previously scheduled events, such as court.
- D. Detective Bureau and Traffic Unit Personnel, by nature of their positions, are often needed to be available when no detective or traffic officer is on duty for emergent situations that may arise. The Township will compensate each employee assigned to the Detective Bureau and Traffic Unit an on-call stipend in the amount of two percent (2%) of the employee's annual base salary in one (1) installment to be paid in the paycheck closest to December 1st. Payment for Detective Bureau and Traffic Unit on-call will not be included in overtime rate calculations.

ARTICLE 10: LONGEVITY

- A. The Township agrees to provide each full-time regular employee with a longevity payment as set forth below. Longevity payments will be prorated over the calendar year and be paid biweekly for continuous and uninterrupted service after an employee reaches their anniversary date.

1. PATROL OFFICERS & SERGEANTS HIRED PRIOR TO JANUARY 1, 2012

Beginning the sixth (6 th) year until the end of the tenth (10 th) year	\$1,011.00
Beginning the eleventh (11 th) year until the end of the fourteenth (14 th) year	\$1,516.00
Beginning the fifteenth (15 th) year until the end of the nineteenth (19 th) year	\$2,021.00
Beginning the twentieth (20 th) year until end of the twenty-fourth (24 th) year	\$2,526.00
Beginning the twenty-fifth (25 th) year and beyond	\$3,032.00

2. PATROL OFFICERS & SERGEANTS HIRED ON OR AFTER JANUARY 1, 2012
AND BEFORE JANUARY 2, 2014

Beginning the sixth (6 th) year until the end of the tenth (10 th) year	\$505.50
Beginning the eleventh (11 th) year until the end of the fourteenth (14 th) year	\$758.00
Beginning the fifteenth (15 th) year until the end of the nineteenth (19 th) year	\$1,010.50
Beginning the twentieth (20 th) year until end of the twenty-fourth (24 th) year	\$1,263.00
Beginning the twenty-fifth (25 th) year and beyond	\$1,516.00

3. Employees hired after January 2, 2014 shall not be entitled to longevity payments.

ARTICLE 11: EXTRA WORK

- A. Extra work, for purposes of this Article, shall be defined as services in the nature of special or private police duty provided by employees in their off-duty hours to individuals, groups, clubs, institutions and others who make payment for such services, and which services the Township is not expected or obligated to provide as a normal police function (e.g., traffic duty, security at private parties or events, club or school dances, football games, etc.).
- B. No employee shall be required or compelled to work extra work.
- C. Employees may engage in off-duty special police work as defined above. All requests by prospective employers shall be submitted through the Chief of Police or their designee. Such work assignments shall be made by the Chief of Police, or their designee, with preference given according to seniority of employees who are off duty according to their regular schedule at the time such services are to be provided and subject to such regulations as may now or thereafter be promulgated by the Township.
- D. The Township shall be entitled to bill fifteen percent (15%) in addition to the stated rates, as an administrative fee, to defray such costs as workers' compensation, liability insurance, social security deductions, pension contributions, etc.
- E. The base rate for such extra work assignments shall be as follows effective the signing date of the Memorandum of Agreement:

Basic Security Positions	\$65/hr.
Traffic Assistance	\$80/hr.
Late Request	\$85/hr.
Holiday	\$105/hr.

A Late Request is defined as any request for services made within forty-eight (48) hours from the commencement of the assignment. The Holiday base rate shall apply to any hours of an assignment that occur on an approved holiday. A list of approved holidays shall be agreed upon by the Township, Chief of Police, and the Association at the start of each calendar year.

It is understood for the purpose of this Article that all jobs shall be paid at a minimum of four (4) hours of compensation. All hours worked over eight (8) consecutive hours shall be paid at one and one half (1 ½) times the base rate per hour.

- F. The rate for extra duty as defined in paragraph E is the minimum amount an employee may earn when working extra duty. However, nothing within this Article shall prevent the Township, Chief of Police, or their designee, or the Association from negotiating a higher base rate for any assignment than which is listed in paragraph E.
- G. Extra duty assignments which require the use of the employee's personal vehicle shall increase the rate of pay by five dollars (\$5.00) per hour for the first eight (8) hours and seven dollars and fifty cents (\$7.50) for all hours worked after eight (8) consecutive hours.
- H. All payments provided in paragraph E and paragraph G above shall be made to the Township.
- I. The Township will pay employees performing extra work as defined in this Article on the pay day covering the second pay period after said work was performed. A summary listing of the jobs and hours which are being paid shall be available.
- J. Any employer who elects to cancel its request for extra work shall make proper notification any time prior to two (2) hours before the scheduled start time of the assignment without penalty. However, any notification made within two (2) hours of the scheduled start time of the assignment shall result in a minimum of four (4) hours of paid compensation to any employee scheduled to the assignment. Once an extra work assignment begins, all hours scheduled will be paid to the employee regardless of an early completion time. If an employee is required or requested to work beyond the scheduled end time of an assignment, this additional time shall be paid in thirty (30) minute increments for all or a portion of such thirty (30) minutes worked.

ARTICLE 12: OUT-OF-CLASS ASSIGNMENTS

- A. In the event that a patrol officer is required to assume the duties of a patrol sergeant, for a period of one (1) full calendar workday or more, said patrol officer shall be compensated with first year patrol sergeant's rate of pay upon completion of the first full workday. In all cases, rate of pay will be retroactive to the first day of assumption of said duties. The assumption of duties for less than a full workday shall not qualify for out of class assignment.

ARTICLE 13: EDUCATION INCENTIVE

- A. In addition to other compensation provided for in this Agreement, employees who have earned college credits leading to a degree shall receive additional compensation in accordance with the schedule below. All current employees may continue to pursue a degree and qualify for the incentives listed below.
1. Employees who have earned an Associate Degree or at least sixty (60) credits in a Bachelor of Science or Bachelor of Arts program shall receive additional compensation in the sum of \$500.00 per year each calendar year commencing after completion of at least two (2) years of service.
 2. Employees who have earned a Bachelor of Arts Degree or a Bachelor of Science Degree shall receive as additional compensation the sum of \$1,000.00 each calendar year commencing after completion of four (4) years of service.
 3. All employees currently receiving stipends in paragraph 1 or 2 of this Article will continue to do so.
 4. All degrees from accredited colleges or universities are eligible for this program.
 5. College-incentive payments will be prorated over the calendar year and be paid biweekly.

B. Educational Cost/Tuition Reimbursement:

The Township shall reimburse an employee for 100% of the cost incurred for courses taken. These courses may be taken at accredited four-year colleges, accredited two-year colleges, extension divisions of accredited colleges, county community colleges, technical or business schools, and/or through continuing education programs. For the purposes of establishing an annual budget amount, employees shall request the needed reimbursement by December 1st of the year prior to enrolling in the requested course(s).

Effective January 1, 2012, reimbursement for college tuition and training will only be granted to officers who have earned college credits for a degree in Police Science, Police Administration, Public Safety, Criminal Justice or similar police-related courses of instruction. However, all those officers currently enrolled in a degree program, shall be grandfathered or otherwise exempt from the new language effective January 1, 2012, for Educational Incentive. Employees shall be entitled to reimbursement up to a cap of \$4,000 annually effective January 1, 2014 per employee for courses in police science, police administration, public safety, criminal justice or similar police related courses of instruction.

C. PROCEDURE

1. For Undergraduate and Graduate Level College Courses:

- a. Definition - Any undergraduate or graduate level course that can be used as credit in any associates, bachelor's or master's degree-producing program only. Employees enrolled in a higher level degree program as of July 9, 2007 shall be allowed to complete their current degree program.

These courses are automatically approved. Notice must be given to the Chief of Police, or their designee, stating the courses/credits that will be taken, the anticipated date of attendance (semester, etc.) and estimated cost of the course, fees and books. Actual costs should be submitted as soon as they are specifically identified.

2. For Non-college Level Courses:

- a. Definition - Any course not earning college credits, examples -one-day seminars, continuing education classes, etc.

These courses must be approved by the Chief of Police or their designee on a case-by-case basis. Approval will be based solely upon the relevancy of the course to the position of the applicant.

3. Upon completion of the course, the employee shall be reimbursed for the cost of tuition, fees and books. Reimbursement will occur after the employee submits proof of the following: passing grade(s) (C minimum) and/or certificate of attendance and record of payment of all costs incurred.
4. Any employee who voluntarily terminates employment other than retirement with the Township prior to the completion of eighteen (18) months of service, shall reimburse the Township for tuition, fees and books.

ARTICLE 14: VACATION LEAVE

Employees shall be entitled to vacation leave based on schedule below. During the employee's first year of service, their vacation leave shall be prorated to four and a quarter (4.25) hours per month.

<u>Anniversary of Service</u>	<u>Hours in Current Calendar Year</u>
First (1 st) until fifth (5 th)	119
Fifth (5 th)	127.5
Sixth (6 th)	136
Seventh (7 th)	144.5
Eighth (8 th)	153
Ninth (9 th)	161.5
Tenth (10 th)	187
Eleventh (11 th)	195.5
Twelfth (12 th)	204
Thirteenth (13 th)	212.5
Fourteenth (14 th)	221
Fifteenth (15 th)	229.5
Sixteenth (16 th)	238
Seventeenth (17 th)	246.5
Eighteenth (18 th)	255
Nineteenth (19 th)	263.5
Twentieth (20 th)	272
Twenty-first (21 st) and thereafter	280.5

Example: Employee began service October 25, 2002. On October 25, 2007, the employee will reach their fifth anniversary of service and therefore will be entitled to 127.5 hours of vacation during the calendar year of 2007. They may take their total vacation hours before the actual anniversary date.

Vacation periods may be selected by the employees in accordance with their rank and seniority within squads but shall be scheduled only with the approval of the Chief of Police, or their designee, so as not to interfere with departmental operations. Current calendar year is the year in which the anniversary mark is reached.

- A. Employees will have the option of including unused vacation hours in their sick time bank in accordance with Article 17, paragraph F.
- B. An employee on a leave of absence (i.e. major illness or injury leave) shall have their vacation hours prorated for the duration of the leave.

ARTICLE 15: HOLIDAY LEAVE

- A. The Township hereby agrees to grant one hundred four (104) hours per annum to each employee.
- B. The holiday year shall be the twelve (12) month period commencing January 1st and ending December 31st.
- C. It is understood that all employees shall be scheduled to work on holidays as are normally enjoyed by other Township employees. Therefore, in lieu of having specific holidays as days off, all employees shall receive holiday pay prorated over the calendar year in their biweekly pay. The hourly rate for holiday time will be determined by dividing an employee's annual salary by two thousand eighty (2,080). Payment for holiday time will not be included in overtime rate calculations for any employee.
- D. In the event that the Township unilaterally grants more than one hundred four (104) hours as indicated under paragraph A of this Article or grants other time off for any reason to any group of other Township employees, such additional time off shall be granted to all employees to be scheduled at another time so as not to interfere with the operations of the department. For these purposes, a day shall be a six (6) or more hour period which municipal employees are given off.

ARTICLE 16: PERSONAL LEAVE

- A. The Township shall provide each employee thirty-four (34) hours of personal leave per calendar year for their personal use.
- B. Use of personal leave must be approved in advance by the Chief of Police, or their designee.
- C. Personal leave is earned by each employee on a quarterly basis at a rate of eight and a half (8.5) hours for each three (3) month period of the calendar year. If the termination of an employee's employment occurs prior to a three (3) month interval and they have already taken the personal leave for that period, that time shall be paid back to the Township. If an employee has not taken any of their allotted time, then they will be entitled to be paid for the earned time not used. The hourly rate is to be determined by dividing the employee's annual salary by two thousand eighty (2,080).
- D. At the request of the employee and with the approval of the Chief of Police, or their designee, personal leave may be accrued and reserved for use in the year following that in which it is earned and shall not exceed sixty-eight (68) hours.

ARTICLE 17: SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, exposure to contagious disease or other covered reasons defined in the New Jersey Earned Sick Leave Law (NJESLL).

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one hundred twenty (120) hours per calendar year.

C. Major Illness and Injury Leave/Extended Sick Leave

1. Each employee shall be entitled to one (1) year of extended sick leave with full pay for each non-work connected major illness or injury, which shall be certified as such by a Township Physician. Such illness or injury shall be considered major if it extends beyond three hundred twenty (320) consecutive work hours. These three hundred twenty (320) work hours shall be applied against the accumulated sick leave in paragraph B above then the employee will be entitled to the one (1) year sick leave per cause.
2. If the employee does not have enough accumulated sick time to cover the three hundred twenty (320) work hours for a major illness or injury, or if they do not have enough sick hours to cover other illnesses or injuries, they may use vacation hours, personal hours and/or forty (40) hour time or may borrow from next year's vacation. If the employee does not have enough accumulated vacation time, personal time or other time off as might be earned to cover the first three hundred twenty (320) hours, they will be unpaid for the balance of the time they cannot cover until the three hundred twenty (320) hour time is completed. The Township shall continue to provide all health care benefits in effect throughout the extended sick leave, however, all employees are responsible for statutory premium contributions pursuant to Chapter 78.
3. Each employee shall now be responsible for the first three hundred twenty (320) hours of any major illness or injury prior to initiating the one (1) year major illness or injury provision. Employees hired after September 30, 2019, will not be eligible to borrow sick time for the three hundred twenty (320) hour requirement. Any sick time borrowed shall be repaid from the unused sick time of the employee in following years or through their choice of applying vacation time, personal time or other time off as might be earned.

4. An employee on a leave of absence (i.e., injury leave or unpaid leave) shall have their sick hours prorated for the duration of the leave.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle them to sick leave, the Department shall be notified prior to the employee's starting time.
 - a. Failure to so notify their Department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - b. Absence without notice for forty (40) consecutive working hours shall constitute a resignation. The Township may consider extenuating circumstances, and in appropriate circumstances, waive this section.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for thirty-two (32) or more consecutive working hours, or the equivalency of four (4) shifts, may be required by the Township to submit acceptable medical evidence substantiating the illness. Such medical certification shall be at the cost of the Township or, at the Township's option, by its Township Physician. The Township may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. The Township may require an employee who has been absent because of personal illness, as a condition of their return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing their normal duties and whether their return will jeopardize the health of other employees.
4. All employees shall be allowed to designate up to thirty-two (32) hours, or the equivalency of four (4) shifts, per year of their annual sick time allocation for family related illnesses.

F. Incentive Sick Leave Compensation Policy

1. All employees shall be allowed to accumulate unused sick time. Each employee shall receive an annual statement in January that indicates the employee's total accumulated sick time as of December 31st of the previous year.

2. The employee will have two (2) retirement options regarding accumulated sick time:
 - a. Upon retirement as defined by the Pension Act, they may take a lump-sum payment for fifty percent (50%) of their accumulated sick hours, said amount to be payable at their daily rate of pay on the date of their retirement or at the highest rate of pay during the employee's employment with the Township. In either case, such lump-sum payment shall not exceed twenty thousand dollars (\$20,000). For those employees hired after May 21, 2010, such lump-sum payment shall not exceed fifteen thousand dollars (\$15,000).

An employee opting for a lump sum payment may receive said payment in four (4) equal installments beginning of the year of the employee's retirement and the following three (3) years on January 1st at the employee's option. Should the employee die prior to receiving the full amount the Township will pay the balance due to their beneficiary.

- b. They may schedule workdays off prior to their retirement based upon fifty percent (50%) of the total accumulated time. Employees hired after May 21, 2010 shall not be entitled to this option.
3. The employee will have the following annual sick leave:
 - a. They may, at the end of any year, request payment at the rate of fifty percent (50%) of the unused sick time earned during the calendar year. This is to be paid in a lump-sum payment calculated on the daily rate of pay during the year the sick time is earned. Payment shall be made in the second pay in January. Those employees hired after May 21, 2010, shall not be entitled to annual sick leave compensation payment.
4. In the event that the employee terminates their employment under honorable circumstances:
 - a. An employee having six (6) years or more of service shall be entitled to receive as accumulated hours of sick leave pay of forty (40%) percent of the employee's accumulated hours of sick leave, up to a maximum of fifteen thousand (\$15,000) dollars, computed upon the employee's base rate of pay at the time of termination. Those employees hired after May 21, 2010, shall not be entitled to sick leave compensation at resignation.
 - b. The amount of payment shall be equal to the number of hours of sick leave an employee actually has accumulated as of the date of termination, multiplied by the current hourly pay rate for the employee, multiplied by forty (40%) percent up to the maximum dollar number indicated.

- c. "Honorable circumstances" shall mean termination other than for disciplinary reasons, and other than resignation while under suspension for disciplinary reasons, and shall include the requirement that an employee give sufficient notice to permit two (2) full working weeks on the job prior to termination, not including any use of accumulated sick time.
- 5. In the event that the employee dies, their beneficiary will be paid a lump-sum payment based upon fifty percent (50%) of the employee's accumulated sick time at the date of their death. This lump-sum payment will be calculated based upon the rate of pay the employee was receiving on the date of their death. Said payment shall not exceed twenty thousand dollars (\$20,000). Employees hired after May 21, 2010, shall not be entitled to this option.

G. Paternal Leave

1. Maternity Leave

- a. Unpaid maternity leave may be taken for a maximum period of six (6) months. The employee may utilize up to three (3) months of maternity leave prior to delivery, with the balance after delivery. If additional time off is desired beyond six (6) months; accumulated sick leave, vacation leave or compensatory time may be used or the employee may apply for a Family Leave of Absence.
- b. Should an employee hired before July 8, 2003 have an accumulation of vacation, sick and/or personal leave, they shall be entitled to forty (40) hours paid leave per year of employment up to a maximum of two hundred eighty (280) hours, and this shall be matched by the Township (Example: A total accumulation of one hundred twenty (120) hours shall entitle the employee to two hundred forty (240) hours of paid maternity leave; their own accumulated one hundred twenty (120) hours time and an additional one hundred twenty (120) hours paid by the Township).
- c. Through the entire maternity leave (both paid and approved unpaid), the Township shall pay the employee's benefits. An employee is responsible for statutory contributions as per Chapter 78. Failure to pay contribution shall result in termination of coverage subject to advance notice of sixty (60) days.
- d. Should the employee decide to leave the Township's employ prior to three (3) months after returning to work following the maternity leave period, or should the employee not return following maternity leave, the employee shall then reimburse the Township for the cost incurred by the Township for the benefits during the time the employee was on unpaid leave.

2. Paternity Leave

- a. A male employee shall be eligible for seventy-two (72) hours of paid leave to be used in the event of the birth of a child.
 - b. This leave is to be used during imminent delivery, delivery, and/or the first thirty (30) days directly following childbirth.
3. In addition to the benefits provided in this paragraph, all employees have the option to utilize the benefits afforded to them through the provisions of the New Jersey Family Leave Act (NJFLA), the Federal Family Medical Leave Act (FMLA), and the New Jersey Family Leave Insurance (NJFLI).

ARTICLE 18: WORKERS' COMPENSATION

If an employee in the line of duty is incapacitated and unable to work because of an injury, they shall be entitled to injury leave with full pay during the period in which they are unable to perform their duties, as certified by the Township's physician. Such payments shall be for up to one (1) year for each cause or until the employee is placed on pension disability or full pension, whichever is sooner, and reduced by any payment received from Workers' Compensation.

ARTICLE 19: BEREAVEMENT LEAVE

- A. Any employee whose spouse or child dies, including pregnancy loss, is to be given a total of one hundred twenty (120) consecutive working hours off before they must report back to duty, which time shall not be deducted from any other days off that they are entitled to.
- B. In the event of the death of a parent, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law of an employee, and spouse's grandparents, said employee will be granted bereavement leave from the day of the death through the second day after burial, not to exceed a total of forty (40) consecutive working hours.
- C. In the event of a death of a great-grandparent, step-grandparent, or step-parents, the employee will be granted leave for sixteen (16) hours for the viewing and funeral.
- D. In the event of a death of an uncle, aunt, nephew, niece, spouse's niece or nephew, spouse's aunt or uncle, the employee will be granted leave for the day of the funeral.
- E. If an employee can show that additional time is needed, the Chief of Police, or their designee, may grant up to twenty-four (24) additional hours. In the event of the death of a relative or in-law identified in any paragraph above who resides outside the State of New Jersey, and if an employee can show that additional time is needed, they shall be granted up to sixteen (16) additional hours leave subject to approval of the Chief of Police or their designee.
- F. Any employee who is off when bereavement leave is called for (this includes all types of time off except regular days off) shall have their full bereavement leave granted and any other time off affected shall be re-scheduled at a later date.

ARTICLE 20: MILITARY LEAVE

- A. Any employee who is a member of the National Guard or the Reserves shall be allowed to attend annual training without loss of time off and shall be granted full pay while in attendance.
- B. Paragraph A of this Article shall not adversely affect any other employee's time off as long as the Township incurs no premium/overtime rate and as long as the Township can provide adequate road coverage based on Police Department policy.
- C. The employee will notify the Chief of Police, or their designee, as soon as possible after receiving notice but not less than the two (2) months prior to the drill dates unless cause can be shown as to why this cannot be done.

ARTICLE 21: INSURANCE/HEALTH CARE BENEFITS

- A. The following coverage for each employee, spouse and child(ren) will be provided at the cost of the Township. The Township will be held harmless for insurance industry related changes forced by regulatory bodies to comply. All employees are responsible for statutory premium contributions as per Chapter 78.

1. Hospital/Medical:

All employees will have the choice to enroll in either the Blue Cross/Blue Shield Bronze Program or the Horizon Direct Access. Employees may opt out of health insurance coverage if the employee or employee's spouse has other health insurance coverage. Coverage is available to any dependent child(ren) through the end of the year in which they turn age twenty-six (26).

Any employee who is eligible for single or parent/child coverage who opts out of Township health insurance coverage shall receive \$2,000 prorated for the number of months that the employee is not covered under the Township health plan. Any employee who is eligible for family or husband/wife coverage who opts out of Township health insurance coverage shall receive \$4,000 prorated for the number of months that the employee is not covered under the Township health plan. All health insurance opt-out reimbursements shall be paid in December. Any employee who currently has opted out of insurance coverage will be able to enroll into either of the two (2) above listed options offered by the current insurance carrier during the open enrollment periods or during a qualifying life event.

2. Dental Plan:

Dental coverage will be as provided by Direct Dental Network, a subsidiary of Horizon Blue Cross Blue Shield of New Jersey and includes the following:

Maximum Allowable Charge (MAC), \$0 deductible, \$1,000 annual maximum per person and dependent child(ren) through the end of the year in which they turn age twenty-three (23), 100% dependent participation:

Preventive/Diagnostic Services	100% of MAC
Therapy/Treatment Services	70 % of MAC
Prosthodontic Benefits	50% of MAC
Periodontic Benefits	70% of MAC
Onlay and Crown Benefits	70% of MAC
Oral Surgery Benefits	70% of MAC

Orthodontic Benefits

50% of MAC

Orthodontic services will be subject to a separate maximum payment of \$1,500 for covered services during the lifetime of each eligible person.

3. Prescription Drug Plan:

The Township, through an insurance carrier, shall provide a prescription program, including contraceptives, for each employee, spouse, and dependent child(ren) through the end of the year in which they turn age twenty-six (26). Such prescription program shall be equal to or better than the Horizon Blue Cross Blue Shield of New Jersey.

The prescription co-pays shall be:

	Retail Pharmacy	Mail Order (90-day supply)
Generic	\$15.00	\$0.00
Brand Name	\$30.00	\$30.00
Formulary	\$40.00	\$40.00

4. Eye Care:

The Township will reimburse each employee for eye examinations and/or corrective lenses purchased for them and their immediate family. Such reimbursements shall be made up to a maximum of four hundred fifty dollars (\$450). Bills or notice must be submitted to the Township for reimbursement within thirty (30) days of the end of the calendar year in which they were incurred.

5. In addition to existing life insurance available through the State of New Jersey and all other existing plans, the Township shall continue to provide life insurance as currently provided by its carrier. The amount of basic life insurance and accidental death and dismemberment insurance is \$18,000. This amount will be reduced to \$11,700 at age 65 and further reduced to \$4,500 at age 70. Basic life insurance and accidental death and dismemberment insurance coverage terminates at retirement.

6. The Township shall timely notify the President of the Association if a current insurance carrier is to be replaced by a new carrier. A new carrier must provide coverage that is equal to or better than coverage that was provided by the replaced carrier. The Township shall be liable for lost benefits to any employee if a change or cancellation of health insurance coverage results in a reduction of benefits.

B. Commencing upon the date of full retirement of the employee, the Township will continue coverage of the medical and health care benefits as currently provided and described in sections one (1) through four (4) of paragraph A of this Article for the employee, their spouse, and child(ren) as currently defined. In the event of the death of the employee, the aforementioned benefits shall remain in full force and effect for the employee's spouse and dependent child(ren) until the spouse is eligible for Medicare or remarries. Retirement is as defined in the most current "State of New Jersey Police and Fireman's Retirement Handbook to include:

- 1) Service Retirement
- 2) Special Retirement
- 3) Ordinary Disability
- 4) Special Disability
- 5) Accidental Disability

It is also understood that retirement includes any Early Retirement Incentive Program as offered by the State of New Jersey. Any employee terminated for cause and all avenues for appeal have been exhausted shall not be eligible for retiree health benefits.

C. In the event that an employee is killed in the line of duty, dies from injuries sustained while discharging their duties or dies due to unexpected illness, the Township shall pay, without delay, the sum of seven thousand five hundred dollars (\$7,500.00) toward funeral expenses to the employee's surviving family regardless of the amounts paid for such expenses from other sources. In addition, the Township will extend this as a death benefit provision for a period of five (5) years from the date of an employee's retirement.

D. In the event of the untimely death of a current employee the aforementioned benefits shall remain in full force and effect for the employee's spouse and dependent children until the spouse is eligible for Medicare or remarries.

E. Physical Fitness Incentive

1. In order to maintain employees in good physical condition so that they may handle the strenuous physical and mental challenges of police work, the Township shall, as an incentive to good physical condition, compensate employees who score a minimum of seventy-five percent (75 %) on the current bi-annual physical fitness examination two hundred fifty dollars (\$250.00) per year.

2. The provisions of this section are voluntary and participation is up to the employee.

ARTICLE 22: IN-SERVICE TRAINING

- A. The cost of all police training courses, seminars and conferences authorized by the Chief of Police, or their designee, shall be borne by the Township.

ARTICLE 23: UNIFORMS

- A. Each employee shall be furnished with all required items of the standard police uniform as needed, including but not limited to, badge, gun, ammunition and shoes.
- B. The Township shall provide for dry cleaning of all Township issued uniforms. This service shall include maintenance of the uniform in good repair.
- C. The Chief of Police, or their designee, shall determine whether or not the uniform is in need of repair or replacement.
- D. The Township shall pay each employee who uses plain clothes up to one thousand one hundred dollars (\$1,100.00) for initial issue on appointment to the position wherein they use plain clothes. The first such one thousand one hundred dollars (\$1,100.00) clothing allowance shall be prorated for the period from the date of appointment to the end of the first year of such service to allow thereafter a regular annual payment on a calendar-year basis. The employee shall submit receipts to the Chief of Police, or their designee, for approval of all purchases. The Township shall provide for dry cleaning and maintenance of all plain clothes used by employees covered under this paragraph.
- E. The Township agrees to provide for the reconditioning or replacement of bullet-proof vests. The Township agrees to replace them as needed, pursuant to manufacturer recommendations.
- F. The Township agrees that emergency replacement may be authorized by the Chief of Police, or their designee, for personal equipment and articles of clothing damaged during the performance of duty during an emergency or assigned duty at any time during the year. In the event that the Chief of Police, or their designee, does not authorize a request for emergency replacement, they shall provide a written explanation as to the reasons for the denial.

ARTICLE 24: NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from their position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on-duty personnel only. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action subject to the rules and regulations promulgated by the Township Council.
- C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, slowdown, walkout or other job action against the Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE 25: SEVERABILITY AND SAVINGS CLAUSE

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

ARTICLE 26: FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all fully bargained issues which were the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any issue which was the subject of negotiations.

The parties will only be required to negotiate the Township's proposals of new rules or modification of existing rules, which are not specifically expressed in this Agreement, pertaining to negotiable working conditions. The Township further agrees to establish these rules only as a result of a final settlement with the Association or an arbitrator's decision. Any settlement of negotiations shall be reduced to writing and incorporated in this Agreement.

All negotiable benefits, terms and conditions of employment presently enjoyed by the employees hereunder that have not been included in this Agreement shall be continued in full force and effect.

Any controlling statute or regulation setting terms and conditions of employment is by reference incorporated in this Agreement.

Nothing contained in this Agreement shall deny to either party or restrict either party's rights under Article 4 or rights, powers, authority, duties and responsibilities under N.J.S.A. 34: 13A-1 et seq.

ARTICLE 27: DURATION OF AGREEMENT

This Agreement shall take effect from January 1, 2023, and shall remain in full force and effect through December 31, 2026.

This Agreement shall be binding upon the parties thereto and their successors.

A copy of this Agreement shall be made by the Township for each employee.

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL #271
WEST WINDSOR, NEW JERSEY

TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

By: Walter Silcox
Walter Silcox
President

By: Hemant Marathe
Hemant Marathe
Mayor

Attest: Megan DeMarzo
Megan DeMarzo
Vice President

Attest: Gay M. Huber
Gay M. Huber
Clerk

Attest: Nicholas Barber
Nicholas Barber
Delegate

Attest: Christopher Van Ness
Christopher Van Ness
Financial Secretary