

**AGREEMENT
BETWEEN
TOWNSHIP OF HAZLET
MONMOUTH COUNTY, NEW JERSEY
AND
POLICEMEN'S BENEVOLENT ASSOCIATION
OF HAZLET, NEW JERSEY
LOCAL 189**

JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

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TABLE OF CONTENTS

ARTICLE

PREAMBLE	1
ARTICLE I RECOGNITION	1
ARTICLE II POLICE OFFICERS' RIGHTS	2
ARTICLE III MANAGEMENT RIGHTS	4
ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE	6
ARTICLE V MEDICAL EXAMINATION	9
ARTICLE VI COLLECTIVE NEGOTIATION PROCEDURE	10
ARTICLE VII PBA DUES CHECK-OFF	11
ARTICLE IX FALSE ARREST INSURANCE	14
ARTICLE X JOB RELATED INJURY	15
ARTICLE XI PERSONNEL FILES.....	17
ARTICLE XII MAINTENANCE OF STANDARDS	18
ARTICLE XIII SAVINGS CLAUSE.....	19
ARTICLE XIV SALARIES	20
ARTICLE XV OVERTIME AND HOURS OF WORK.....	25
ARTICLE XVI HOLIDAYS	27
ARTICLE XVII SHIFT COMMAND DIFFERENTIAL.....	29
ARTICLE XVIII LONGEVITY.....	30
ARTICLE XIX CLOTHING ALLOWANCE AND CLEANING ALLOWANCE	32
ARTICLE XX EDUCATIONAL BENEFITS.....	33
ARTICLE XXI HOSPITAL, MEDICAL AND DENTAL INSURANCE	34
ARTICLE XXII VACATION LEAVE.....	41
ARTICLE XXIII PERSONAL LEAVE.....	42
ARTICLE XXIV SICK LEAVE	43
ARTICLE XXV BEREAVEMENT.....	46
ARTICLE XXVI OFF-DUTY EMPLOYMENT	47
ARTICLE XXVII MAINTENANCE OF WORK OPERATIONS	49
ARTICLE XXVIII SICK LEAVE ON RETIREMENT.....	50
ARTICLE XXIX HEALTH PLAN ALTERNATIVE	51
ARTICLE XXX DAMAGED EQUIPMENT.....	52

ARTICLE XXXI FULLY BARGAINED AGREEMENT.....53

ARTICLE XXXII ASSIGNING OFFICERS TO TRAINING54

ARTICLE XXXIII USE OF PERSONAL VEHICLE.....55

ARTICLE XXXIV MATERNITY LEAVE.....56

ARTICLE XXXV DEATH BENEFITS.....58

ARTICLE XXXVI DURATION59

ARTICLE XXXVII LEGISLATION60

SIGNATURE PAGE61

SALARY GUIDE & EXPLANATION PAGE (APPENDED)62

Note: Article VIII – REPRESENTATION FEE (page 13) text deleted per Janus decision.

PREAMBLE

This Agreement, effective as of the first day of January, 2022, by and between the **TOWNSHIP OF HAZLET**, Monmouth County, New Jersey, hereinafter referred to as the "Township" and the **POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 189**, hereinafter referred to as the "Association" or "PBA" is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement.

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all patrol officers, sergeants, lieutenants and captains of the Hazlet Township Police Department.
- B. Unless otherwise indicated, the terms "police officers", "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit and shall not refer to clerical or other employees of the Township. Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females.
- C. In any consolidation or shared services agreement with any other local unit wherein the Township shares and/or consolidates law enforcement services, the Township shall ensure that unit employees' current seniority rights are continued without diminution or interruption in any such newly formed jurisdiction or local unit, and such recognition shall continue in force.

ARTICLE II

POLICE OFFICERS' RIGHTS

- A. Pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, the Township hereby recognizes that every employee covered by this Agreement shall have the right to freely organize, join and support the PBA for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection.
- B. There shall be no discrimination, interference, restraint, or coercion by the Township and the PBA or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association, or because of any lawful activities by such employees on behalf of the Association. The Township and the Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association. The PBA may solicit membership in the Association during working time, provided it does not interfere with normal department operations.
- C. Elected representatives of the Association shall be permitted time off from duty assignments without loss of regular straight time pay to attend negotiations sessions, grievance and PERC sessions, and meetings of the joint PBA/Management Committee, as well as a reasonable period of time immediately before and after the scheduled session to confer with employees on grievances and to prepare for negotiations, provided it does not unreasonably interfere with the normal operation of the Police Department.
- D. The PBA shall be allowed to have paid leave for the following number of PBA representatives for the following events:
 - a. Two (2) PBA representatives may attend the Fall State PBA Convention of approximately five (5) working days on a paid leave, and the PBA shall give four (4) weeks notice to Hazlet Township of the dates and who will be attending.
 - b. Two (2) PBA representatives may attend the PBA mini convention of approximately five (5) days on paid leave, and the PBA will give four (4) weeks notice to Hazlet Township of the date and who will be attending.

- c. Two (2) PBA representatives may attend the three (3) day collective bargaining seminar, usually in February, on paid leave, but only every other year, and the PBA will give four (4) weeks notice of the date and who will be attending.
- E. Unless inconsistent with the express terms of this Agreement, or specifically pre-empted by law, nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey Laws or any other applicable Laws or Regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided by statute or regulations promulgated by the State.
- F. No employee shall be removed, suspended or reduced in rank, office or employment therein, except for good cause and in accordance with N.J.S.A. 40A:14-147.
- G. Whenever any employee is required to appear in any disciplinary proceeding concerning any matter which could adversely affect the continuation of that employee in his duties to the Township, position or employment, or salary increments pertaining thereto, he or she shall be given prior written notice of the reasons for such proceeding and shall be entitled to have representatives of the PBA present to advise him and represent him during such proceeding. Any complaints received by the department concerning an officer shall be placed in writing and immediately brought to the officer's attention, along with a copy of the complaint, before any meeting is held. These procedures are not required for informal counseling or evaluation conferences not intended for disciplinary action.
- H. There shall be no discrimination or differential treatment against an employee because of any status protected by law. Rules shall be equitably applied and enforced.

ARTICLE III

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/or of the United States, including without limiting the generality of the foregoing, the following rights.
1. Executive, management and administrative control of Township Government and its properties, facilities and activities of its employees who utilize personnel methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to improve methods of equipment, to determine work schedule and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance of the employee is recognized.
 4. To hire all employees, to promote, transfer, assign and/or retain employees in positions within the Township covered by this Agreement.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee covered by this Agreement for good and proper cause according to law.
 6. To lay off employees covered by this Agreement in the event of lack of funds or
under conditions where continuation of such work would be inefficient or non-productive.

7. The Township reserves the right with regard to all the conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township Police Department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, codes of conduct, and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the conformance with the Constitution or Laws of the State of New Jersey and/or the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any of the other national, state, county, or local laws or regulations.

ARTICLE IV
GRIEVANCE AND ARBITRATION PROCEDURE

A. General

In order to encourage the amicable resolution of all grievance, to develop a harmonious working relationship between the parties, to prevent job disruptions and to provide for the expeditious, satisfactory and impartial settlement of grievance, all that a more efficient public service may be rendered to the citizens of the Township, it is agreed that there will be no work stoppage by employees and it is further agreed that all grievances will be resolved as follows.

B. Definition

A grievance is a complaint concerning the interpretation, application or alleged violation of this Agreement or policies or administrative decisions affecting terms and conditions of employment; additionally, a grievance shall include minor discipline of suspension of five (5) days or less pursuant to N.J.S.A. 34:13A-5.3.

C. Procedure

All grievances shall be submitted in writing to the immediate supervisor by either the individual employee or PBA within thirty (30) calendar days of its occurrence or the PBA reasonably becoming aware of its occurrence. If it is not or cannot be resolved within ten (10) calendar days of submission, the following process shall be utilized:

Step 1: A grievance shall be first presented by an individual employee or the PBA to the shift leader. If the grievance is not adjusted at this stage within three (3) days, it shall be presented to the division officer. If the grievance is not adjusted at this stage within three (3) days, it may be processed to Step 2. In addition, a grievance may be initiated at Step 2 by the Union if it is not practicable to initiate at Step 1. For any grievance initiated at Step 2, the filing deadlines for Step 1 shall apply.

Step 2: The President of the PBA or his/her duly authorized representative may present and discuss the grievance or grievances with the Chief of Police or

his/her duly designated representatives. The Police Chief shall answer the grievance within ten (10) days, in writing.

Step 3: If the grievance is not resolved at Step 2 or if no answer has been received by the PBA within the time set forth in Step 2, the PBA shall present the grievance within ten (10) days, in writing, to the Township Committee. This presentation shall set forth the position of the PBA, and at the request of either party, discussions may ensue. The Township Committee shall answer the grievance in writing within fourteen (14) days after receipt of the grievance setting forth the position of the Township. If no Township Committee meeting is scheduled during that fourteen (14) day period, the Township Committee's time to answer shall be twenty (20) days.

Step 4: If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure or if no answer in writing by the Township has been received by the PBA within the time provided in Step 3, the PBA may demand arbitration of the grievance by written request to the Public Employment Relations Commission, with a copy to the Township, no later than thirty (30) days after the Township's answer has been received or was due at Step 3.

Step 5: Either party may institute arbitration proceedings when the grievance procedure has been exhausted. The party demanding arbitration may request the Public Employment Relations Commission to appoint an arbitrator.

- a. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
- b. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.
- c. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding upon the parties, subject, however, to any applicable statutes and case law available to the parties.
- d. Only the PBA or the Township shall have the right to submit a grievance to arbitration.

D. Information

Information shall be exchanged by the parties prior to a grievance hearing.

ARTICLE V

MEDICAL EXAMINATION

- A. For good cause shown, the Township may provide for a complete physical/psychological/psychiatric examination of any or all officers on an annual or biannual basis. If the Township requests that an individual officer submit to an examination, the officer shall be given in writing the reasons for the request and shall have an opportunity to be heard on those reasons and the identity of the physician to be selected for the exam. A copy of the results of any such examination shall be furnished to the employee at the time that it is received by the Township.

- B. The cost of such examination shall be borne by the Township.

ARTICLE VI

COLLECTIVE NEGOTIATION PROCEDURE

- A. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted under the duly authorized negotiating agent of each of the parties.
- B. Collective negotiation meetings shall be held at the time and place mutually convenient at the request of either party.
- C. Up to a maximum of five (5) designated representatives by each party may participate in collective negotiation meetings. A maximum of two (2) employees of the Hazlet Township Police Department may be designated as representatives by the PBA to participate in such negotiations and will be excused from their assignment without loss of regular straight time pay for the duration of such a negotiation meeting. Such individuals will be in uniform and available for duty in the event the need arises during the course of the negotiation meeting.
- D. Negotiations shall begin with the first mutual bargaining session to be held between August 1 and October 1 of the calendar year in which this Agreement expires. Any agreement so negotiated shall be reduced to writing, signed by the authorized representatives of the Township and the Association, ratified by the PBA and adopted by the Township.
- E. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.
- F. The Township shall post this Agreement on line for all Association members on an intranet for the Department employees.

ARTICLE VII

PBA DUES CHECK-OFF

- A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies shall be transmitted to the PBA Treasurer as soon as practicable after the deductions have been made, together with a list of names showing the employees for whom deductions have been made.
- B. If during the period of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township Municipal Administrator written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.
- C. The PBA will provide the necessary "checkoff" authorization form and deliver the signed form to the Township Municipal Administrator. The PBA shall indemnify, defend and save harmless the Township against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the PBA to the Township.
- D. No deduction will be made for any month in which there is insufficient pay available to cover same after all such deductions required by law have been made. Deductions for a prior month's dues will not be made with respect to such dues except where the Township, through error or oversight, failed to make the deduction in any monthly period.
- E. The authorization for dues deduction shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place at least 30 days after employee provided written notice to the Township and the Union that he/she is revoking such authorization on the earlier of the subsequent January 1st or July 1st of a calendar year, or ten days following the anniversary date of his/her employment.

- F. Within 10 calendar days from the date of hire of a unit employee, the Employer shall provide the following contact information to the Union in a digital format agreed to by the Union; name, job title, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, and work email address and any personal email address on file with the Employer. Every 120 calendar days beginning on January 1, 2023, the Employer shall provide the Union the same information for all unit employees in a digital format agreed to by the Union.
- G. The Township will deduct the dues from the paychecks paid to each employee on the aforesaid list who has authorized such deductions, and such deductions will begin with the first paycheck paid after receipt of the aforesaid authorization by the Township.
- H. The PBA shall indemnify, defend and save harmless the Township against any and all claims, demands, suits or other forms or liability that shall arise out of or by reason taken by the Township in reliance upon information furnished by the PBA to the Township under the provisions of this Article.

ARTICLE VIII

REPRESENTATION FEE

Article deleted per Janus Decision.

ARTICLE IX

FALSE ARREST INSURANCE

- A. It is mutually understood and agreed that the Township presently has and will continue in effect false arrest insurance for all employees covered by the Agreement.
- B. In criminal matters arising out of the performance of his duties as a police officer in which an employee has been named a defendant, the employee may retain an attorney of his or her choice, which attorney shall be paid pursuant to N.J.S.A. 40A:14-155 at the hourly rate that the Township customarily pays to its outside counsel. In municipal court cases in which more than two (2) officers are charged as a defendant, the involved officers and the Township shall mutually consult as to engaging attorneys. Civil actions involving alleged negligent acts in the course of an officer's duties shall be defended and indemnified by the Township. In all other civil matters, involving possible personal liability not indemnified by the Township, the Township reserves the right to authorize the engagement or appropriate counsel on a case by case basis, after consultation with the involved officers and the PBA, if appropriate.
- C. The parties agree that the choice of insurers for such false arrest and indemnification coverage is for the Township to make provided there is no diminution in the benefits for unit employees set forth in law and in this Article.

ARTICLE X

JOB RELATED INJURY

- A. Any police officer who is injured while acting in the performance of his duty shall receive full pay less the Workers Compensation temporary disability payments to which he is entitled during the period of his absence from employment for up to fifty-two (52) weeks for each injury. Such payment shall begin on the date of his injury or on the first day he is unable to work because of said injury, whichever is later, without having such absence charges against his sick leave or vacation leave. This provision shall apply to the obvious job-related injury.
- B. If a claimed injury is questionable or disputed, i.e., it is suspected of having occurred at a time when the officer was not on duty, or where the lost time results from a heart attack, stroke, mental condition, etc., which is claimed to be job-related, the claim will first be reviewed by the Township's Police Physician, Workers Compensation carrier and/or psychiatrist. In addition, the Township reserves the right, at its own expense, to have specialists examine the patient in order to determine whether such injury is job related. The Township Committee may accept or reject the determinations of the specialist and shall be entitled to rely on the decision of its Workers Compensation carrier as to whether the police officers' injuries are job related.
- C. At any time that the Workers Compensation carrier or the Workers Compensation Division determines the injury is work related and commences the payment of temporary disability payments, the Township will likewise pay the full weekly pay for the period covered by said payments (up to a maximum of fifty-two (52) weeks less the amount of Workers Compensation temporary disability payment. No employee covered under this Agreement shall receive more than what he normally would have received as a full-time employee during the period in which he is disabled.
- D. In any instance where the Township's carrier denies work relationship, this provision will become operative only after a decision by the Division of Workers Compensation that the police officer's injury was sustained in the performance of his duty. Pending the outcome of this decision, the police officer may use sick or vacation leave accumulated by him and shall later be credited with any time so used by relinquishment of any payments received for the same period.

- E. In the event Workers Compensation payments have commenced and are subsequently discontinued by the Workers Compensation insurance company, the Township Committee, prior to discontinuing its payments, will serve written notice on the officer of its intended action in sufficient time to allow the officer to meet and discuss the reversal with the Township Committee before the proposed action is taken.
- F. In the event that a claim is found not to be job related, it is understood that the officer has the option to use any and all of his accumulated sick leave and vacation leave before receiving any other disability payments available to him.
- G. The Township has the right to receive reimbursement from the police officer for any monies expended by it as the result of any fraudulent or misleading claim by taking away any or all sick or vacation leave accumulated by the officer up to the amount owed. Such intention of proposed action must be served on the officer in writing in sufficient time to allow a meeting with the Township Committee to discuss the action before it is taken.

ARTICLE XI

PERSONNEL FILES

- A. Each employee covered by this Agreement shall have the right to inspect his official personnel file, and to make an inventory and copies of its content and to file a response. The officer shall give the Department a minimum of twenty-four (24) business hours notice, exclusive of holidays and weekends.
- B. Subject to the Right-to-Know Law, the content of an employee's personnel file shall not be made public by the Township or Department unless required by a judicial or disciplinary proceeding. Nothing shall be placed in an employee's personnel file unless and until he has been given a copy of same and has been afforded an opportunity to place his initials on the document. There shall be only one official personnel file, which shall be maintained by the Township certifying agent for the New Jersey Department of Personnel.

ARTICLE XII

MAINTENANCE OF STANDARDS

In order to avoid the necessity for restating all the terms and conditions of employment in this Agreement, it is agreed that all benefits, rights, terms and conditions of employment in effect at the effective date of this Agreement shall remain in effect unless otherwise modified by this Agreement.

ARTICLE XIII

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or court of competent jurisdiction or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIV

SALARIES

- A. The salaries shall be set forth in Appendix A1 attached hereto. The salaries for unit employees shall be as shown in the attached guide; all pay increases shown below shall be applied to the steps in the guide and rank as shown on the guide attached as Appendix A1, and as described in subpart C, below.
- B. The salary steps for employees in either guide shall be based upon service as a police officer for the following amount of time, and each such employee shall move to the next step in the guide upon completion of the time in service shown below:

Academy Enrollee: first 6 months of service

**Academy Graduate: for the next 6 months of service until complete
1 full year of Service**

For those newly hired after ratification of this 2022-2026 Agreement the first year shall be at the Academy Enrollee step and there shall be no movement to Academy Graduate at 6 months. All other steps shall be calculated in the same way as existing employees shown below.

First Year: (effective as of 1st anniversary date of hiring thru the completion of that year of service) — e.g. hire date October 1, 2005 — First Anniversary Date: October 1, 2006; completion is September 30, 2007.

Second Year: Effective on second anniversary date of hire (i.e. hired October 1, 2005 — second anniversary date is October 1, 2007) thru completion of that year of service on September 30, 2008

Third Year: Effective on third anniversary date of hire thru completion of that year of service

Fourth Year: Effective on fourth anniversary date of hire thru completion of that year of service

Fifth Year: Effective on fifth anniversary date of hire thru completion of that year of service

For each year thereafter until an officer reaches top step of the respective guide the officer shall move to the next step in the guide on the officer's respective anniversary date and shall continue at that step in the guide through the completion of that year of service.

- C. The Salary Increases applied for the salaries in each guide shown in Appendix A1 shall be as follows:

The alterations to the First through Fourth Step salaries for Newly Hired (post-ratification) employees are shown in the salary guide.

Year:	2022	2023	2024	2025	2026
Academy Enrollee	0%	0%	1%	1%	1%

- Academy Graduate step increases 2% in 2022 for those hired in 2022; not applicable to Newly Hired Employees.
- First Step for Newly Hired for 2024 (other than those hired via ITP): \$59,357.42;
- Second Step for Newly Hired for 2025 (other than those hired via ITP): \$69,758.04;

- Third Step for Newly Hired for 2026 (other than those hired via ITP);
\$76,474.59;
- *The salaries for the Newly Hired are below the salaries for the respective steps that those hired pre-ratification in 2021 and 2022 will receive in this contract.*

NOTE: The final italicized bullet point appears more appropriate for an MOU than a contract.

For Employees Hired Before Ratification Including 2021 and 2022 Hires (and those hired via ITP)

Effective and retroactive to January 1, 2022:

- First and Second Step 1.25%;
- Third thru Eighth Steps 2%;
- Ninth Step 2.25%;
- Tenth Step 2.75%;
- Eleventh Step 3%; and
- Twelfth Step 3.5%

Effective January 1, 2023:

- First and Second Step 1.25%;
- Third thru Eighth Steps 2%;
- Ninth Step 2.25%;
- Tenth Step 2.75%
- Eleventh Step 3%; and
- Twelfth Step 3.25%.

Effective January 1, 2024:

- First thru Third Step 1.25%;
- Fourth thru Tenth Steps 2%;
- Eleventh Step 3%; and
- Twelfth Step 3.25%.

Effective January 1, 2025:

- First-Fourth Step: 1.25% to base;
- Fifth-Tenth Steps: 2% to base;
- Eleventh Step 3% to base; and
- Twelfth Step: 3.25% to base.

Effective January 1, 2026:

- First-Fifth Steps: 1.25% to base;
- Sixth-Tenth Steps: 2%;
- Eleventh Step: 3%; and
- Twelfth Step: 3.5%.

- D. Effective April 1, 1996, there will be twenty-six (26) pay periods per year.
- E. Any and all payments to an employee for college credit, longevity, and holidays shall be payable in periodic regular installments with salary so as to include college credits, longevity, and holidays in pensionable salary for all employees. The calculation of such payments is set forth on Appendix A1.
- F. All employees who are employed at the rank of Sergeant, Lieutenant or Captain shall receive base salary in accordance with Appendix A1 attached hereto, and in accordance with increases described below.
1. Differential adjustment to increases the differential each year between Sergeant and top step patrol officer to reach a 9.5% rank differential that will be effective in Calendar Year 2026. Effective January 1, 2022 differential shall increase to 8.4%; effective January 1, 2023 differential is 8.8%; for January 1, 2024 differential is 9%; for January 1, 2025 differential is 9.25%; and for January 1, 2026 differential is 9.5%.
 2. Effective and retroactive to January 1, 2022, the differential between Sergeant and Lieutenant to base salaries shall increase to 7.0%; for January 1, 2023, differential is 7.25%; for January 1, 2024, differential is 7.5%; for January 1, 2025, differential is 7.75%; and for January 1, 2026, differential shall be 8.0%.
 3. If the title of Captain is filled by the Township (position is currently not filled) the parties agree to negotiate the salary for such rank and the differential between Captain and Lieutenant.
- G. The Township shall have the right to place a lateral hire of a police officer thru the New Jersey Intergovernmental Transfer Program ("ITP") at the salary step set forth in the parties' Collective Negotiations Agreement that is no greater than his or her years of service as a police officer (example: if the ITP hire has four full years of service as a police officer step placement shall not exceed the 3rd step on the applicable salary guide).

ARTICLE XV

OVERTIME AND HOURS OF WORK

- A. The Township shall pay overtime at a rate of one and one-half (1-1/2) times the regular straight time rate for all hours worked by officers up to and including the rank of Captain, in excess of their normal daily or weekly tour of duty. Said officers shall not be paid overtime for hours of work in excess of the normal work day unless such overtime is authorized by the Chief of Police or the officer in charge of the shift. Any officer working unauthorized overtime shall, in addition, be subject to discipline.
- B. Whenever any officer is called into work outside of his normal tour of duty other than for court attendance, he shall receive a minimum of four (4) hours pay at the overtime rate. If an officer is called into work for court attendance, he shall receive the minimum four (4) hours overtime; however, if the Chief of Police or his designee determines that the officer is needed to work beyond his court responsibilities, the officer will be required to work the entire four (4) hours.
- C. The overtime rate of pay shall not apply to the time involved in brass meetings periodically called by the Chief of police or his designee up to one (1) such meeting each month.
- D. Compensatory Time
 - 1. Where overtime payments in accordance with the above sections are earned, the employee may at his option elect to take compensatory time off, at the same time-and-one-half (1.5) rate. This compensatory time off shall be taken at such times as the Chief of Police at his discretion believes the employee's absence will not cause the Department to incur overtime costs. If any part of Subsection D of Article XV is ruled to be illegal or unenforceable for any reason, the parties agree to reopen negotiations for the purpose of negotiating a substitute or other settlement regarding the use of compensatory time, but the parties will not raise any additional issues.
 - a. There shall be a limit for each employee of total compensatory time accrued of 480 hours.

- b. Any employee, who has 440 or less of accrued compensatory hours, or grandfathered hours above 440 hours, cannot be ordered to take any time off. Therefore, any employee who has 440 compensatory time or less, or an employee who has grandfathered amount above 440 hours may use that compensatory time at his or her discretion, subject to the Chief of Police's discretion that he believes that the employee's absence will not cause the Department to incur overtime costs. Additionally, any employee within a year of retirement shall not be ordered to take any compensatory time off. Therefore, the only time that the employer may order an employee to take compensatory time off is if the employee is above 440 hours or above his or her grandfathered amount, but not in the employee's last year of employment.
- 2. Requests for taking compensatory time off will be made with reasonable notice to the Department, pursuant to current custom and practice.
- 3. A second employee's approval by the Chief of Police or his designee for time off because of compensatory time shall be conditional upon minimum staffing requirements being met. For example, if one employee on a particular shift has already received permission to take time off for vacation, personal day, etc; then, if the Chief of Police has granted a second employee permission to use compensatory time off on the same shift, based on the Chief's belief that it will not cause overtime costs, it is conditional upon meeting minimum manpower requirements for that particular shift.

E. Hours of Work

Effective January 1, 2011 and thereafter the hours to be scheduled for work shall be 2040 hours for each such calendar year. This shall be a 40 hour reduction in the scheduled hours of work per annum as compared to calendar years before 2011. However, the overtime rates shall continue to be calculated using a divisor of 2,080 hours for each year.

ARTICLE XVI

HOLIDAYS

- A. All employees shall receive the following holidays off with full pay:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Presidential Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas

- B. In addition to the above, if as a result of the proclamation by the Governor of New Jersey or Mayor of the Township of Hazlet which declares a holiday, other municipal employees will receive an additional paid holiday, then the employees covered by this Agreement shall likewise receive such additional paid holiday.
- C. Beginning January 1, 2005 the above holidays in Section A shall be included at 95% in base salary on the salary guide from the first day of employment for purposes stated herein, and all holidays shall be included in salary for pension calculations and contributions, and each employee and the employer understand and agree that the employee and employer shall make the appropriate contributions to the Police and Fire Retirement System for these holidays. It is also understood that this holiday pay shall be paid in regular periodic installments in accordance with the payroll cycle of the employer. It is the intention of both parties to have all holidays paid in a manner to conform to the requirements of NJAC 17:4-4.1 et

seq., and to make the holidays payable in a manner which will be includable for pension contributions and calculations.

The holiday pay shall be included in base salary on the salary guide at 95%. For example, assume each holiday for an employee is \$302.08 per day, then 15 holidays equals \$4,531; therefore, 95% of \$4,531 equals \$4,304, and \$4,304 shall be included in base salary as set forth above; and the remaining 5% is not paid in any manner to any employee.

- D. All employees who have been compensated in any way for holidays from January 1, 2005 through the date of the signing of this Agreement, shall reimburse the Township with vacation days, compensatory time, and/or sick days, and the days to be given back by the employee shall be chosen at the sole discretion of the employees as to which type of day, either vacation, compensatory, or sick, shall be returned to the Township.
- E. Effective with the signing of this Agreement, an employee shall not receive any holidays off with pay, but all employees shall have the above holidays included in their salary guide pursuant to this Section C.

ARTICLE XVII

SHIFT COMMAND DIFFERENTIAL

- A. It is recognized that from time to time and due to the absence of the regular commanding officer on a shift, the senior officer on duty will act as shift leader.
- B. In the event that an officer is given responsibility for command of his shift due to the absence of the shift leader, according to the Department Regulations and with notice given by the shift leader in accordance with Department Regulations, i.e., vacation, then the senior police officer on duty at the time shall be in charge of the shift during the absence of the shift leader and shall receive Sergeant's pay from the first day of such takeover until the last.

This rate will be paid only to that officer acting in the capacity of shift leader on a particular day, i.e., Sergeant is off, next senior man on duty is paid for the day, etc.

- C. Effective January 1, 2023 a patrol officer shall be paid a Sergeant's salary when the patrol officer is in command for more than four hours for any reason.

ARTICLE XVIII

LONGEVITY

- A. Each officer shall receive longevity pay on January 1, 2022; January 1, 2023; January 1, 2024; January 1, 2025 and January 1, 2026 on the following basis:

Completion of 6 consecutive years of service	\$1,350*
Completion of 10 consecutive years of service	4.5%
Completion of 15 consecutive years of service	5.25%
Completion of 20 consecutive years of service	6%
Completion of 22 consecutive years of service	6.5%

Employees hired after December 31, 2005, the first longevity step of \$1,350 shall be paid upon completion of six (6) consecutive years of service. For employees hired prior to January 1, 2005, the first longevity step shall be paid upon the completion of (5) consecutive years of service.

Current longevity stays as is for 2022.

* Starting January 1, 2023, longevity for completion of 6 consecutive years of service shall be at 2%.

For employees hired after ratification longevity shall be as follows:

- At 10th Year: 2.0%
- At 20th Year: 4.0%

- B. For the purpose of computing longevity, the years of service shall commence effective January 1, 1965. Subsequent to January 1, 1965, the officer's longevity shall be computed as of January 1 of the year of employment.

- C. Longevity will be paid pro-rata as follows. In the event an employee is absent from duty for any reason, except for valid work-related injury, for a period in excess of a total of three (3) months in a calendar year, exclusive of holiday, personal days, vacation time up to fifteen (15) days sick time, said employee shall forfeit and/or return to the Township a pro-rated portion of the allowance under this Article. Notwithstanding, in case of retirement, if an employee retires on or before the fifteenth (15th) day of a month, he will not receive longevity pay for any days of that month. If an employee retires after the fifteenth (15th) day of a month, he will be paid longevity pro-rata until the end of that month. In any event, if an employee has been employed by the Township for more than twenty (20) years at the time of retirement, he shall receive longevity pay through the end of the quarter of his retirement.

ARTICLE XIX

CLOTHING ALLOWANCE AND CLEANING ALLOWANCE

The Township will require probationary employees to purchase a complete set for original issue clothing and uniforms for the Academy and for police purposes, which costs shall be reimbursed in full within fifteen (15) days of the successful completion of the probationary period.

ARTICLE XX

EDUCATIONAL BENEFITS

- A. The educational benefit will be paid annually to each officer who meets the criteria and who has his degree in Police Science, Criminal Justice, Public Administration or a related field.

The degree payments noted below are not cumulative.

For Calendar Years 2022 and 2023:

Associate's Degree	\$1,000
Bachelor's Degree	\$2,000
Master's Degree	\$3,000

Starting January 1, 2024 each of the above degree payments increases by \$750.

ARTICLE XXI

HOSPITAL, MEDICAL AND DENTAL INSURANCE

- A. Effective March 1, 2018, or sooner if possible, the Township will move to the State Health Benefits Plan ("SHBP") and offer employees all of its plans including Direct 10 as a base plan, or it shall provide equal to or better level of benefits and equal to or better pricing from a non-SHBP plan to employees and dependents. "Equal to or better," above, shall refer to equal to or better than SHBP plans.
- B. Starting April 1, 2017 the Union understood that the Township could offer plans that are in addition to the then current Aetna plan providing the contractually required level of benefits because those additional plans may provide savings. Such plans are an interim measure for the period between April 1, 2017 and February 28, 2018, or sooner if moved to SHBP earlier.
- C. Effective on or after March 1, 2018, either party shall have the right to request a reopener for the limited purpose of negotiating incentives for employees to select lower cost coverage than the base plan. Neither party shall be required to agree to such incentives.
- D. In the event the ACA "Cadillac Tax" is implemented and applies to the health insurance plans provided in this Agreement, the Parties agree to meet for the purpose of negotiating changes to health benefits to avoid the aforementioned tax. As above, neither party is required to agree to changes.

The Township shall provide hospitalization, medical, and prescription benefits for all employees covered by the Agreement pursuant to paragraphs A thru D above. **Additionally, in the event that prescription benefits are not obtained through the SHBP, the equal to or better requirements in paragraph A above shall be based upon comparison to the benefits and pricing of the prescription coverage plan for Direct 10 level plans, except that a separately contracted non-SHBP prescription plan may have co-payments that shall not exceed the following:** for generic drugs shall be \$5.00; for brand names covered by Express Scripts National Preferred Formulary prescription co-payments shall be \$15.00; and for brand names not covered by the formulary the co-payment shall be \$25.00.

Effective as of July 1, 2010 bargaining unit members and dependents shall not be eligible for any traditional plan coverage. Bargaining unit members and their dependents and retirees shall continue to receive health and medical benefits and insurance with no change in deductibles, co-pays, out of network charges and any reimbursements, and shall not suffer any reduction from the level of coverage and benefits provided as stated in A thru D, above. The Township shall also provide life insurance benefit for all employees covered by this Agreement.

- E. Payment of contributions towards health care: Payments by employees shall be as required in the percentages described by Chapter 78, P. L. 2011, subject to paragraphs A thru D, above. For those employees who retire and are not required to pay for health care benefits in retirement by Chapter 78, P.L. 2011, the per annum contribution toward the cost of coverage in retirement shall be \$2,288 for those with Family, Member/spouse or partner, or Parent with Children coverage and the contribution cost for Single (retiree only) coverage shall be \$1,300 pr year. Moreover, should Chapter 78, P.L. 2011 be repealed, those employees who were subject to the Chapter 78 contributions in retirement, will be required to contribute the above noted amounts for retirement coverage. Further, should the requirement for employees to make contributions per C. 78, P.L. 2011 be repealed, the terms set forth for such contributions in the 2009-2012 collective negotiations agreement shall continue in force and effect for those employees/retirees who were contributing in accordance with C. 78, P. L. 2011. The Township will maintain a plan to minimize the tax impact by enabling employees to pay contributions with pretax dollars. For reference purposes, such terms are in the paragraph that follows:

Reference Terms from 2009 — 2012 Agreement:

1. Each employee shall contribute the greater of the statutory 1.5% of base pay toward the cost of all health insurance benefits and premium costs paid by the Township, or the amount previously paid for health insurance benefits and premium costs under the 2005-2008 agreement. In no event shall the statutory 1.5% of base pay contribution be added to the amount previously paid for health insurance benefits and premium costs by employees. The previously agreed upon contractual payment for health insurance is defined as follows: Beginning January 1, 2008 the co-payment for family medical insurance shall increase to \$44 per week (\$2,288per year).

Beginning October 1, 2007 the co-payment for single coverage medical insurance shall increase to \$25 per week (\$1,300 yearly)

2. Upon retirement each employee will reimburse the Township with four equal quarterly payments in the amount of the then current co-payments. In the event that the co-pay increases the retiree shall be responsible for the new co-pay amount and make such payment to the Township.
3. As soon as practicable, but not later than January 1, Retirees will continue to pay the co-pay amounts paid by current employees with more than five years of service.

F. The Township's family dental plan through Amerihealth will continue to provide coverage or the Township will provide comparable coverage through a different dental insurance plan. Delta Dental's One Thousand Dollar (\$1,000) annual per person limit shall be increased to a \$1,500 annual per person limit. Eligible covered dental expenses currently reimbursed at up to seventy-five percent (75%) of UCR (usual, customary, and reasonable).

G. Subject to the equal or better requirements in paragraph A of this Article, the Township reserves the right to change insurance carriers and/or self-insure. No such change will be made by the Township without the Township providing the PBA sixty (60) days notice so it can review such a proposed change and obtain information. In the event the PBA challenges the change, the grievance process shall be expedited.

H. Retirees

1. The Township agrees that with respect to group health and dental benefits, any employee covered by this Agreement shall have the option to continue membership with the Township Group Medical and Dental Programs upon retirement and/or job related disability, with the Township paying the premium up to Medicare eligibility for the employee.
2. Effective September 1, 2007, for any and all currently retired employee(s), and any employee who retires hereafter, the Township shall pay the Township Group Medical and Dental premiums for the employee until the employee reaches Medicare eligibility and for the employee's qualifying spouse until the qualifying spouse reaches Medicare eligibility and for any eligible dependent children who are living at the time of the employee's retirement (hereinafter

"qualifying children"), subject to the co-pays herein. it is expressly agreed that the qualifying spouse shall be the spouse of the retiring police officer at the time of the officer's retirement. Should an employee marry or re-marry after the time of his/her retirement, that spouse(s) is not eligible for these benefits, but the employee's biological children from the non-qualifying spouse shall be covered and the premium paid for by the Township, subject to the co-pays set forth herein.

- a. if the employee dies with the same qualifying spouse as when he retired, and that qualifying spouse has not reached Medicare eligibility, then the employee's qualifying spouse and qualifying children will continue to have the Township pay for his/her (and qualifying children of the employee) premiums up to the spouse's Medicare eligibility subject to the co-payments set forth herein. if the employee reaches Medicare eligibility; and if the employee also has qualifying children together with his qualifying spouse, who has not yet reached Medicare eligibility, then the Township shall pay the premiums up to Medicare eligibility of the spouse and eligible dependent children; subject to the co-payments set forth herein. When both the employee and qualifying spouse are Medicare eligible, then the Township shall no longer pay the premiums for employee, qualifying spouse or any qualifying children.
3. In all cases regarding health benefit coverage for retirees, there will be no coverage for the qualifying spouse if comparable medical coverage is being provided by another employer. In the event the qualifying spouse loses the medical coverage being provided by another employer, then the qualifying spouse shall be eligible for medical coverage under the Township Group Medical and Dental Programs to be paid for by the employer, in accordance with the provisions of this contract and the requirements of the insurance program, and will be covered by the Township medical and dental insurance provided the employee and qualifying spouse have been accepted by the insurance carrier. If the employee and/or qualifying spouse are not accepted by the Township's insurance carrier, then the Township shall pay to the employee the amount it would have cost the Township for the medical and dental coverage for the employee and qualifying spouse, minus the co-pay for medical insurance set forth in 5 below and in this Article XXI of the CBA.
4. In all cases regarding health benefit coverage for retirees, when an employee is eligible for Medicare, then the Township medical insurance and dental insurance may become secondary (but the medical and dental insurance coverage by the Township shall continue for the Spouse until the qualifying

spouse is Medicare eligible and/or family)), but at the employee's option the employee may continue Township coverage as secondary, and the employee will pay for the medical and dental premiums for the employee, spouse, and family (if applicable and legally permissible).

5. The co-pay for family medical insurance set forth in Article XXI, Paragraph A1 shall **increase from \$22.00 per week (\$1,144 annually) to \$33.00 per week (\$1,716 annually) as of October 1, 2007, and increase to \$44.00 per week (\$2,288 annually) as of January 1, 2008.** Also, as of October 1, 2007 the co-pay for single coverage will increase from \$20 per week (\$1,040 yearly) to \$25 per week (\$1,300 yearly). These increases are tied into the retirees receiving family medical coverage as of October 1, 2007 and thereafter.
6. If an employee is receiving employee family medical coverage, but then for any reason is switched to employee only medical coverage (employee only is defined as the employee having no qualifying spouse and/or no qualifying children), then the co-pay should be for employee only and not for family, which shall be reduced to the single coverage co-pay at the time of retirement.
7. All retirees shall pay quarterly the medical insurance co-payment that is in effect when that employee retires. For example, if an employee retires after January 1, 2008 and before December 31, 2008, then that employee shall pay a total of \$2,288 co-pay for family medical insurance annually, until the employee is deceased (and/or until the qualifying spouse is deceased), or the employee declines medical coverage for the employee and/or his/her qualifying spouse and/or family, and the co-pay amount cannot be increased once the employee retires.
8. A retired employee who was receiving retiree medical benefits before October 1, 2007 and who is currently receiving retiree medical benefits for the employee and qualifying spouse and/or qualifying children, shall NOT pay the increase of medical insurance co-payment from \$1,144 per year to \$2,288, but shall continue to pay \$1,144 per year as the co-payment for medical and dental insurance.
9. Any employee who was retired before October 1, 2007 and not receiving qualifying spouse and/or qualifying children medical benefits after retirement shall begin to receive group health, medical and dental benefits paid for by the Township beginning October 1, 2007. **This group includes, but is not limited to, officers Menendez, Allen and Broderick, who** shall receive

group health, medical and dental benefits for the respective employee and family beginning October 1, 2007; and these retirees and former employees shall pay the additional co-payments for the medical insurance as set forth in Paragraph 5 above.

10. When an employee retires with qualifying spousal and/or qualifying children medical benefits, the co-pay will be \$2,288 yearly; (or any future negotiated amount at the time when an employee retires in the future), but, if thereafter, for any reason, the employee only (employee only is defined as the employee having no qualifying spouse and/or no qualifying children) requires single coverage, for either the employee or spouse, then the co-pay will be reduced to the single coverage amount at the time of the employee's retirement;
11. Any employee who retires under the terms of this Agreement cannot lose his or her retiree medical benefits except as set forth in this Agreement or by New Jersey statute. If New Jersey law changes and does not allow for the Township to pay for either employee, the qualifying spouse or qualifying children retiree benefits, then the co-pay will be renegotiated retroactive to the date when retiree medical benefits were no longer legally permitted.
12. Currently retired employees and those who retire with health benefits prior to January 1, 2014 shall continue to receive Prescription benefits at the level set forth in the 2009-2012 collective negotiations agreement. Effective January 1, 2014, current employees shall receive the prescription benefits in retirement that were in effect at their time of retirement. In no event shall the Township fail to offer prescription health benefits to its retired employees.
13. Effective January 1, 2023, any employee who retires and is thereafter receiving retiree health insurance benefits shall be provided with notice that his/her retiree insurance is subject to being cancelled due to failure to make contributions as required by this Agreement. Before there can be any cancellation of benefits, the payment must be at least 30 days past the billed due date and thereafter the Township must:
 - a) Provide written notice via certified and regular mail to the retiree at the last known address of said delinquency with the opportunity to cure by making the required payment within 30-days of receipt of such notice; and
 - b) In the event the delinquency is still not cured, a final written notice by certified and regular mail must be sent to the retiree at the last known

address containing in bold lettering the clear statement that failure to cure the delinquency within ten (10) days shall result in suspension/cancellation of the health insurance coverage; and

- c) The Township shall provide said notices at the time issued to the PBA President of such actions with the understanding that neither the PBA nor its President has any obligation to act nor is the Union able to bind those former employees who are currently retired, but that this is an additional attempt to verify the address and to provide a possible means of delivering the message to the retiree as all parties desire to avoid any cancellation of health insurance coverage in retirement.

ARTICLE XXII

VACATION LEAVE

- A. Annual vacation leave will continue under the terms and conditions of the Township Resolution of April 18, 1972 as may be amended subject to negotiations between the parties as follows:
1. One (1) working day vacation for each month of service during the remainder of the calendar year following the date of appointment.
 2. Twelve (12) working days vacation thereafter for every year up to five (5) years of service.
 3. Fifteen (15) working days vacation after the completion of five (5) years and up to ten (10) years of service.
 4. Eighteen (18) working days vacation after the completion of ten (10) years and up to fifteen (15) years of service.
 5. Twenty (20) working days vacation after the completion of fifteen (15) years and up to twenty (20) years of service.
 6. One (1) working day vacation for each year of service after the completion of twenty (20) years and up to twenty seven (27) years of service."
- B. No employee shall utilize more than two (2) weeks vacation at any one time without approval of a department head.
- C. If agreement cannot be reached, the matter shall be referred to the governing body by the department head.

ARTICLE XXIII

PERSONAL LEAVE

A. Each officer is entitled to personal leave as follows:

After four (4) months of employment	1 day
After eight (8) months of employment	2 days
After one (1) year of employment and each year of employment thereafter	3 days

B. Application for personal leave days shall be made not less than one (1) week prior to the date requested and such application shall be subject to approval by the shift commander.

ARTICLE XXIV

SICK LEAVE

- A. During the first year of employment, each police officer shall earn one (1) day sick leave for every month of employment. Thereafter, each police officer shall earn fifteen (15) days of sick leave each year. Any sick leave taken shall be chargeable against the current year. Only after the exhaustion of the current year's sick leave may the officer charge absence against any sick leave accrued in any prior year of employment. Each police officer shall receive, at his option, in the first pay period during the month of January of the following year, payment for accrued but unused sick leave for the prior calendar year in accordance with the provisions noted below:
1. Payment shall be made at the salary rate in effect during the prior calendar year.
 2. To be eligible to receive payment for accrued but unused sick leave, a police officer must:
 - a. Have a bank of unused days not less than twenty-five (25) and may then receive payment for the accrued but unused sick leave in excess of the aforementioned twenty-five (25) days; and
 - b. Have reached top step in the salary guide, which for this 2005 through 2008 contract is in the fifth year for patrol officer. This subsection (b) does not apply to Sergeants, Lieutenants and Captains, who only have to comply with subsection (a) above.
 3. Any sick leave taken shall be chargeable against the current year. Only after exhaustion of the current year's sick leave may the police office charge an absence against any sick leave accrued in prior years of employment.
 4. Effective January 1, 2005 all employees may sell back up to fifteen (15) sick days per year at 100% pursuant Paragraphs A1, 2 and 3 above. Therefore after January 1, 2005 there will be no 50% reimbursement, but all employees shall received 100%.

B. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit valid medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for an aggregate of fifteen (15) days in one (1) calendar year consisting of period of less than five (5) days may be required by the Chief of Police or his designee to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.
 - b. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
 - c. If a police officer is on paid sick leave, he/she shall not work for any other entity or engage in any activity on his/her own for remuneration during working hours.
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 his return to duty, to be examined at the expense of the Township by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the other employees.

- C. Based upon a scope decision, PERC No. 2016-42, that the Township states applies to these parties, sick leave annual buy-back is not eligible for employees hired after May 21, 2010.

ARTICLE XXV

BEREAVEMENT

- A. For calendar year 2022 when a full-time employee loses time from work because of the death of his spouse, his or his spouse's father, mother, sister, brother, child, stepchild, aunt, uncle, brother-in-law and sister-in-law through blood and marriage, grandparent or grandchild, mother-in-law, father-in-law, any relative a resident in the employee's household at the time of death or a foster child a resident in the employee's household at the time death, the employee will be paid by the Township at the employee's regular straight time rate of pay multiplied by the average number of hours in the employee's normal straight time work day for each day so lost for work up to the maximum of three (3) days. Effective January 1, 2023 the maximum amount of bereavement leave shall be four (4) consecutive days pay.
- B. For calendar year 2022 only, the maximum benefit allowance in any case will be three (3) days pay, except for cases in which the funeral is outside of the State of New Jersey. In these instances, leave including travel time may be granted up to five (5) days pay upon the approval of the Chief of Police, which approval shall not be unreasonably withheld. In no case shall bereavement leave exceed five (5) days. Effective January 1, 2023, this subpart shall be of no effect having been superseded by the modifications above to subpart A.
- C. No payment shall be granted where the employee fails to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on false statement shall subject the offending employee to immediate disciplinary action. All bereavement leave must be taken within fourteen (14) days of the associated death.

ARTICLE XXVI

OFF-DUTY EMPLOYMENT

- A. No one covered by this Agreement shall engage in outside employment without the express approval of the Chief of Police. Furthermore, no one covered by this Agreement shall participate in the active management of any business in which they may have an interest, or accept employment outside the Department, where such management or employment in any way reflects discredit on the officer or on the Department or where such activity affects the physical condition of his regular duties by reason of fatigue or other detrimental condition.
- B. The application for outside employment must be in writing and submitted to the Chief of Police or his designee. Such application shall include the name and address, type of work, period of time and hours of work of the requested employment, type of duties performed and the reason for needing extra employment. The Chief or designee shall make the final determination regarding each application. The determination of the Chief may be the subject of a grievance procedure in accordance with this Agreement.
- C. In accordance with the current procedure, off duty employment opportunities with respect to construction work, dances, weddings, sporting events, bank details, elections and any approved Township work details shall be distributed as follows:
 - 1. Employees covered under the Agreement will be listed in two (2) ledger books (one (1) for Board of Education details and the second for other details), according to seniority. A list from the ledger book(s) shall be posted monthly in a conspicuous location. The Department/Township may choose to utilize a computer-based program to maintain separate lists for Board of Education details as well as other details. Employees will maintain access to these lists to ensure fairness amongst its Members. The PBA will also meet with the Chief to discuss any operational issues and work to a solution.
 - 2. Starting in Calendar Year 2014, the ledger books will be kept on a one (1) year basis and each one (1) year new ledger books will be started with each employee having zero (0) balance. Thereafter, employees who receive a detail shall be credited with the actual number of hours paid and the subsequent totals during the one (1) year period shall reflect same.

3. The employee with the least number of detail hours shall be given first consideration for working details provided he is not working his regularly scheduled hours.
4. New employees hired during the year will be entered in the ledger and will receive the number of hours equal to the person having the highest entry.
5. If detail work is not cancelled within two hours of start time, the Officer shall be paid for four hours pay as minimum payment for "last minute" cancellation notice. However, the Department/Township is not responsible for the late cancellation of a detail that was the fault of another jurisdiction and no such payment pursuant to this Article will be owed to the Officer.
6. The road job detailed rate will be set per local ordinance.

ARTICLE XXVII

MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby covenants and agrees that for the duration of this Agreement, neither the Association nor any person acting on its behalf or cause shall authorize or support any strike (i.e. the concerted failure to report to duty or will full absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees that such action will constitute a material breach of this Agreement.
- B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activities by any Association member shall entitle the Township to deem such activity grounds for disciplinary action including termination of employment of such employee(s).
- C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township, and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association.
- D. Nothing contained in this Agreement shall be construed to limit or restrict that Township in its rights 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 XXVIII

SICK LEAVE ON RETIREMENT

Upon retirement under Police and Fire Retirement System ("PFRS"), death, retirement, disability or separation from service for any reason except discharge and voluntary resignation, an employee shall be reimbursed at his then-current rate of pay for his/her accumulated, unused sick days up to \$15,000 beginning January 1, 2014.

ARTICLE XXIX

HEALTH PLAN ALTERNATIVE

An employee who declines family or individual health insurance coverage shall be paid the lesser of \$5,000 or 25% of the cost of coverage that is waived. For example, if the plan costs \$10,000 and an employee declines the coverage, the Township shall pay the employee \$2,500 and provide no medical coverage to that employee for one (1) year. Any employee who selects this option must remain out of the plan for one year unless there are circumstances that require him or her to be allowed to select a plan. In that event, the employee shall receive a pro-rata waiver payment for that year. Further, at the end of the one year period and each subsequent year thereafter, the employee may opt to return back to the medical plan of the Township. The employee shall notify the Township in writing of his or her decision to decline medical coverage.

ARTICLE XXX

DAMAGED EQUIPMENT

The Township shall pay an employee for any and all repairs or replacement of any watches, glasses, or other personal effects other than jewelry damaged or lost in the line of duty, subject to a maximum of seventy-five dollars (\$75) per year, not to exceed two (2) claims per year per employee. The employee shall submit a report identifying the lost or damaged equipment, which shall be reviewed by the Chief of Police prior to approval, which approval shall not be unreasonably withheld.

ARTICLE XXXI

FULLY BARGAINED AGREEMENT

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

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXXII

ASSIGNING OFFICERS TO TRAINING

- A. 1. The Chief shall retain the discretion to determine the Police Department's training needs and whom to assign to training
- 2. The Chief will maintain a sign-up list for people willing to be trained.
- 3. The Chief will consider that list before making training assignments and will not deny training opportunities for arbitrary or improperly discriminatory reasons.

ARTICLE XXXIII

USE OF PERSONAL VEHICLE

The parties shall form a labor-management committee to explore the Workers Compensation consequences if the Township were to agree to pay each officer \$10 per year for all authorized use of personal vehicles except driving to and from work to secure benefits under the Federal Survivor Act, 42 U.S.C.S. 3796.

ARTICLE XXXIV

MATERNITY LEAVE

- A. A female employee who is pregnant, shall notify the Chief of Police or his designee as soon as practical or between thirty (30) days to sixty (60) days of her being notified by her doctor that she is pregnant, because of any potential firearms qualification.
- B. The pregnant member may continue her regular police assignments for as long as she is able. When the employee and her physician deem that she is not able, the pregnant employee and her physician shall notify the Chief of Police or his designee in writing that she believes she should be assigned to modified duty until the pregnant employee and her doctor indicate in writing they believe she is unable to perform the duties and job. The Township of Hazlet will make every reasonable effort to find a modified duty assignment, and the request for such light duty will not be unreasonably denied.
- C. The pregnant employee shall be temporarily transferred to a modified duty assignment that she is capable of performing without injury to her health status as being pregnant, when she is no longer able, as medically certified, to perform her full duties.
- D. The pregnant employee may wear appropriate civilian attire when, during the term of her pregnancy, if the wearing of the basic uniform would be impractical, except if the Town provides appropriate uniforms for the pregnant employee's condition. Such civilian attire must be in accordance with the reasonable standards established by the Township.
- E. When the term of the pregnancy is ended, the employee shall have her attending physician complete a report recommending to either return to full duty status, limited on-duty status or temporary off-status.
- F. If the employee, because of her status as being pregnant, is unable to do any job while she is pregnant, then the employee may use any and all sick days, vacation days, holidays, personal days, or accrued compensatory time while she is pregnant and unable to work.

- G. The above leave counts towards FMLA and the New Jersey FMLA. In addition, the parties agree that all family leave, including but not limited to paid family leave shall be provided to unit employees in accordance with applicable State and Federal laws.

ARTICLE XXXV

DEATH BENEFITS

If an employee dies while on duty for any reason, then the Township shall provide medical benefits for the surviving spouse and dependents until the age of 18 years old or if in school until 23 years old.

ARTICLE XXXVI

DURATION

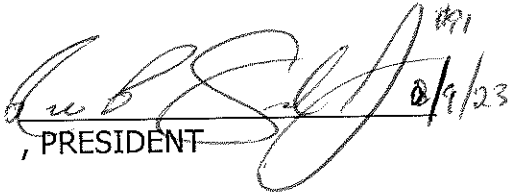
This Agreement shall be effective as of January 1, 2022 and shall remain in full force and effect until December 31, 2026. On or after August 1, 2026, either party may serve notice upon the other party of an intent to commence negotiations for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2026, the terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed.

ARTICLE XXXVII

LEGISLATION

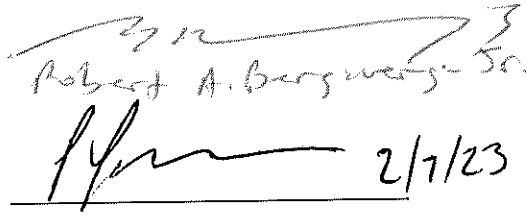
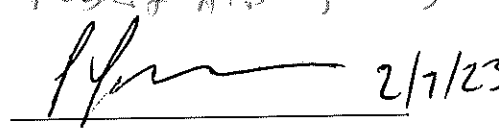
If the Township has to pass any legislative action by the Township such as the passage of an Ordinance or Resolution or requires other action to implement the agreed upon terms in this Agreement, the parties shall support and act in good faith to take such action(s) as soon as possible after ratification of the Agreement.

FOR THE PBA


PRESIDENT

Dated: 2/9/23

FOR THE TOWNSHIP


Robert A. Bergman Sr.
 2/7/23

Dated: 2/7/23

APPENDIX A1 Salary Guide 2022-26

	2021	2022	2023	2024	2025	2026
Acad. Enrollee 1st (2).*	\$53,028.14	\$53,028.14	\$53,028.14	\$53,558.42	\$54,094.01	\$54,094.01
Acad. Graduate 2d six mos.*	\$57,475.11	\$58,624.61	\$58,624.61			
First	\$61,922.09	\$62,696.12	\$63,479.82	\$59,357.42	\$60,099.39	\$60,850.63
Second	\$66,369.07	\$67,032.76	\$67,870.67	\$68,719.05	\$69,578.04	\$70,447.77
Third	\$70,816.05	\$72,232.37	\$73,677.02	\$74,597.98	\$75,530.46	\$76,474.59
Fourth	\$75,283.93	\$76,789.61	\$78,325.40	\$79,891.91	\$80,890.56	\$81,901.69
Fifth	\$79,751.80	\$81,346.84	\$82,973.77	\$84,633.25	\$86,325.91	\$87,404.99
Sixth	\$84,219.68	\$85,904.07	\$87,622.16	\$89,374.60	\$91,162.09	\$92,985.33
Seventh	\$88,687.55	\$90,461.30	\$92,270.53	\$94,115.94	\$95,998.26	\$97,918.22
Eighth	\$93,155.43	\$95,018.54	\$96,918.91	\$98,857.29	\$100,834.43	\$102,851.12
Ninth	\$97,623.31	\$99,819.83	\$102,065.78	\$104,107.10	\$106,189.24	\$108,313.02
Tenth	\$102,091.19	\$104,898.70	\$107,783.41	\$109,939.08	\$112,137.86	\$114,380.62
Eleventh	\$106,559.06	\$109,755.83	\$113,048.51	\$116,439.96	\$119,933.16	\$123,531.16
Twelfth	\$111,655.85	\$115,563.80	\$119,319.63	\$123,197.52	\$127,201.44	\$131,653.49
Sgt	\$120,758.55	\$125,271.16	\$129,819.76	\$134,285.29	\$138,967.57	\$144,160.57
Liet	\$127,961.49	\$134,040.15	\$139,231.69	\$144,356.69	\$149,737.55	\$155,693.41
Captain	\$135,451.07					

* Academy Enrollee for Newly Hired is one year long step.

* Six Month Academy Enrollee and Graduate Step Ends w/ 2022 hirings that are before ratification.

Blue Steps are post-ratification hires; yellow are 2022 hires; green are 2021 hires; and no shading is all hired before 2021.

Word Document that accompanies contains more information.

For Holidays, Longevity and Educational Incentive: (Subpart A attached with guide)

The above salary chart does not include holiday pay, longevity and college benefits. A

For 2022 if employee has longevity and a college benefit, then the total salary with holiday pay would have to be recalculated as follows:

FOR 2022 ONLY

Step 1. Assume a patrol officer has completed 10 years of service, longevity = 4.5% of salary;
add an Associate Degree that pays an annual benefit of \$1,000. Salary of \$104,898.70 (2022)
Salary + longevity + Assoc. Degree = total of \$110,619.14

Step 2. Divide that total of \$110,619.14 by 260 days, which equals \$425.46 per day.

Step 3. Multiply the \$425.46 by 15 holidays, which equals \$6,381.90

Step 4. Multiply the holiday pay of \$6,381.90 times 95% equals \$6,062.80.

Step 5. Add all of the following together:

TOTAL PAY = Salary + Longevity + Degree payment + Holiday as calculated at 95%.

The entire \$116,681.94 will be paid in biweekly periodic payments, and is the basis for the Overtime Rate.

The above example is for Step 10 patrol as of 2022. The amounts will change based upon your Step or Rank and the year in the contract.

The same calculations process is used in 2023 and 2024 (and thereafter) but the longevity changes starting January 1, 2023 and the college benefit changes starting January 1, 2024

Starting January 1, 2023: apply new longevity guide based upon years.

Starting January 1, 2024 apply both the new longevity guide and the new college benefit, which increased by \$750 per degree effective January 1, 2024.

