

DENVILLE TOWNSHIP POLICE DEPARTMENT POLICY & PROCEDURES



VOLUME: 1

CHAPTER: 5

OF PAGES:

SUBJECT: PBA Contractual Agreement

BY THE ORDER OF:

Chief of Police Christopher Wagner

ACCREDITATION STANDARDS: N/A

Effective Date: 01-01-18

SUPERSEDES ORDER #:

AGREEMENT BETWEEN THE
TOWNSHIP OF DENVILLE
AND
P.B.A.

JANUARY 1, 2018 TO DECEMBER 31, 2021

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AGREEMENT

This AGREEMENT entered into this _____ day of _____ BY AND BETWEEN TOWNSHIP OF DENVILLE, a Municipal Corporation of the State of New Jersey having its principal office at 1 St. Mary's Place in the Township of Denville, County of Morris and State of New Jersey, hereinafter designated as "Denville" or "The Township", and PBA Local #142 of the Township of Denville in the County of Morris and State of New Jersey, hereinafter as "the PBA" or The Representative".

WITNESSETH:

WHEREAS. Pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, the PBA submitted itself as the proposed Representative for the members of the Denville Township Police Department, exclusive of the Chief of Police, and

WHEREAS, the PBA was and is recognized as the exclusive bargaining agent for the members of the Denville Township Police Department; exclusive of the Chief of Police; and

WHEREAS, the Township and the Representative have reached an agreement, and are desirous of reducing same to writing covering certain of the terms and conditions governing employment, wages and other matters between the Township and all of the members of the Denville Township Police Department, exclusive of the Chief of Police.

NOW, THEREFORE, in consideration for the services performed by the members of the Denville Township Police Department, exclusive of the Chief of Police and the mutual covenants hereof, the parties hereto do covenant and agree as follows:

SECTION 1 TERM

The duration of the Agreement shall be for the period inclusive of January 1, 2018 through December 31, 2021.

SECTION 2 APPLICABILITY

The provisions of this Agreement shall apply only to full time Patrolmen, Sergeants, Lieutenants and Captain of the Denville Township Police Department.

SECTION 3 SALARY

See Appendix A attached hereto and made a part hereof. The salary increases for the term identified in Section 1 above shall be as follows:

- 1.70% - January 1, 2018 on top PO step and all promotional steps
- 0.50% - July 1, 2019 on top PO step and all promotional steps
- 0.50% - July 1, 2020 on top PO step and all promotional steps
- 0.70% - July 1, 2021 on top PO step and all promotional steps

New Starting Salary of \$45,000 for employees hired on or after January 1, 2018, which shall become new "0 – 12 step."

\$675 added to each step of the salary guide for patrol officers and all promotional titles effective January 1, 2018 in addition to the salary increases detailed above.

SECTION 4 LONGEVITY INCREMENT

All employees shall be paid a longevity increment, calculated from the date of employment in Denville Township, in addition to base salary for the period beginning January 1, 2018 and ending December 31, 2021, according to the following Schedule.

Years	
0-3 years	-0-
4-7 years	\$1,799.
8-11 years	\$2,082.

12-15 years	\$2,362.
16-20 years	\$2,921.
21-24 years	\$3,221.
25 years and over	\$3,487.

SECTION 5 EDUCATIONAL COSTS-REIMBURSEMENT

In addition to base pay, increments thereto and any other payments herein provided, Patrolmen, Sergeants, Lieutenants and Captain shall receive the following payments:

A. Full reimbursement for the cost of books required by the Institution where the approved course was taken, provided evidence of successful completion of said course is submitted to the Township, and further provided there is compliance with Subsection C of this Section.

B. Full reimbursement of tuition costs actually paid to the institution where there has been compliance and successful completion of a course approved by the Township. Any payment received from any tuition grant directly to the Police Officer or from any other sources shall be credited against the tuition reimbursement and the amount paid by the Township shall be decreased accordingly. Reimbursement shall be subject to the terms and conditions of Subsection C of this Section 5.

C. To qualify for any reimbursement provided herein, a voucher must be submitted to the Township in the form and in the manner prescribed for payment of all vouchers, to which there must be attached:

(1) A certificate from the institution giving the title of the approved course, indicating successful compliance and completion of the approved course; and/or

(2) A receipted voucher for tuition cost indicating that it is payment for the specifically approved course at the institution in questions, with a certification by the employee indicating that no reimbursement of the tuition costs has been received, or indicating the extent of any reimbursement and the amount due after reimbursement; and/or

(3) A receipted voucher for the costs of books purchased and required in connection with the approved course, and an affidavit that the books were required by the institution.

D. The education benefits described in this Section shall be payable on or before June 30 of each contract year, and, in accordance with past practice, credits will be deemed earned when the course is ended with a passing grade and not when grades are issued.

SECTION 6 EDUCATION BENEFITS

In addition to base pay, increments thereto and any other payment herein provided, Patrolmen, Sergeants, Lieutenants and Captain in the employ shall receive the following payments and increments for, and as a result of, education received through attendance at accredited schools:

A. All employees shall receive annually supplementary compensation based upon credit levels reached in accordance with the following schedule. The date of hire shall control the steps listed below:

CREDITS	
2 nd year 30	\$677.
3 rd year 42	\$949.
4 th year 54	\$1,219.
5 th year 67 AA/AS	\$1,514.
6 th year 79	\$1,785.
7 th year 92	\$2,078.
8 th year 106	\$2,393.
9 th year 120 BA/ES MS or MA	\$2,710.

B. Recognizing the incentive aspect of this program, the following provision shall apply should there occur an interruption of the educational program without a "valid excuse";

1. If any employee discontinues attendance at school more than two consecutive semesters and said discontinuance is without "valid excuse", all previous credits and payment therefore will be discontinued provided, however, if said employee has reached the level or status of AS or AA degree (67 credits), he reverts to the 67 credit level for payments.

2. An employee may discontinue attendance at school without penalty upon completion of the ES or BA or MS or MA degree (120 credits).

3. Increments shall be reinstated when the employee shall have re-enrolled in an accredited college, earning at least three (3) credits and matriculates and shall have completed two (2) consecutive semesters.

4. The following shall be considered "valid excuse" that is sufficient of just cause for an interruption in the educational incentive program by an employee:

- (a) Sickness or accident of such seriousness and duration as to result in such absences as render it impossible to satisfactorily complete the course, provided, however that the Chief of Police may reasonably require justification of the absences in the form of physician's verification of employee's affidavit.

- (b) Leave of absence from the police force approved in normal courses.

- (c) Any other excuse approved by the Chief of Police or Township Administrator.

C. The educational benefit as set forth herein will be paid on a bi-weekly basis as part of base pay for all entitled employees.

EDUCATIONAL BENEFITS (EXPLANATION) The parties hereto acknowledge that there may be future applicants for positions in the Police department of the Township or members of the Township Police Department who are presently in possession of an Associate of Arts or Associate of Science Degree, Bachelor of Arts or Bachelor of Science Degrees, Master of Arts or Master of Science Degrees, or persons who have accumulated credits towards a college degree.

Accordingly, it is hereby agreed that credits which have previously been earned by any person, whether or not he be presently a member of the Police Department shall be effective in determining his rights to receive the Educational incentive increments provided under Section 6, provided that:

A. Proof by letter or certificate from the institution which administered the course indicating successful compliance with the completion of the course.

B. A certificate or statement in letter form from any accredited New Jersey college or university which offers Associate's, Bachelor's, or Master's degrees, stating that such credits, irrespective of the institution where they were earned, have been accepted and have been applied by them toward the attainment of an Associate's, Bachelor's, or Master's degree. And such person, has, in fact matriculated into an Associate's, Bachelor's, or Master's degree program.

C. Any person who has secured an Associate's, Bachelor's, or Master's degree from an accredited college or university shall immediately become entitled to those increments upon proof of the degree and shall receive compensation in accordance with Section 6.

D. Any employee who has obtained a Bachelor's Degree shall have the option to continue his education and earn a Master's Degree. The educational benefit, however, will not increase past the 120 credit limit.

E. The employee who pursues a Master's Degree will be paid the education reimbursement benefits in accordance with the provisions of Section 5 except that tuition reimbursement shall be limited to the tuition rate per credit at Rutgers University.

F. For the Master's program as described in "E", a Cap of \$7500 per year will be budgeted. This \$7500 is the maximum dollar amount that will be paid in a calendar year. This amount will be divided among the officers working to attain same and will be limited to the tuition rate per credit at Rutgers University.

SECTION 7 ADDITIONAL COMPENSATION

A. Special Duty Premium - In addition to base salary, longevity increments and any additional increments, all Patrolmen, Sergeants, and Lieutenants assigned to the Detective Bureau of the Police Department shall receive an increment of \$1,900 for year 2018, 2019, 2020, and 2021. Such increment shall be paid on a pro rata basis for each year of this Agreement, on the present pay schedule for all Township employees.

B. Clothing Allowance - Permanently eliminated effective January 1, 2018. Any employee who received all or a portion of their 2018 clothing allowance shall reimburse the Township for the amount of the allowance granted to them on or before June 1, 2018.

C. Call Out Pay - If at any time a Police Officer is called to duty for any purpose where his response or presence at the direction of a superior is mandatory, he shall be compensated for call-out time on the following basis. Overtime at time and one-half rate for four (4) hours or actual time at time and one-half whichever is greater. The purpose for which a Police Officer may be called shall be at the discretion of superior officers in charge and may include, but shall not be limited to, the following purposed: Administration of breathalyzer test(s), administration of any

chemical test(s) to determine whether an individual is under the influence of alcohol, narcotic or any other unlawful chemical substance, court appearance(s); or fatality investigation(s).

SECTION 8 WORK PERIOD AND SCHEDULE

All Patrolmen, Sergeants, Lieutenants and Captain covered by this Agreement shall work a schedule based on a 40-hour work week. The chief of the Department shall set all work schedules and shifts in accordance with Police Department Policy, if any such policy exists and is in force and effect.

A. Advanced Notice for Shift Change or Special Assignments

The Township shall provide an officer with a minimum of *two* (2) weeks advance notice when the officer's shift assignment (or a special assignment) shall result in a change of shift. In the case where the two (2) week notice is not met, the officer shall be compensated with overtime at one and one-half ($\frac{1}{2}$) times the normal rate. The Officer shall have the option to receive this compensation as either pay or compensatory time. This notice shall not be required in an emergency situation.

B. Schedule

The current schedule shall be continued unless a change is "negotiated", according to NJ PERC Law, 215 N.J. Super. Pg 108.

SECTION 9 HOLIDAYS

Each Patrolman, Sergeant, Lieutenant and Captain shall be entitled to 100 hours per annum during the term of this Agreement, which shall be the equivalent and accountable as Holidays. Requests to use hours shall be approved by the Chief of Police. Employees covered under shall have the option of electing to work and to sell back holiday time up to a maximum of 52 hours annually effective January 1, 2014. Any employee electing this option must notify the Chief of

Police by January 15. Payment will be made in the second pay period in November. No payment will be required hereunder to any employee who is terminated for cause. If an employee voluntarily terminated employment with the Township after providing appropriate notice, payment due under this section shall be made on a pro rata basis. In addition thereto, should the Mayor and/or the Municipal Council, by proclamation, executive order or resolution, declare a previously unscheduled day to be a public holiday, or should they order or permit the closing of all municipal offices, such day shall be added to the 100 hours provided in this section as regular holidays.

No employee covered under this agreement shall be entitled to additional compensation or credited with additional leave time in the event that Township Hall and/or any or all other municipal office(s) are closed due to inclement weather, natural and/or manmade disaster or other event in which the subject municipal office(s) are inaccessible, unsafe or where permitting non-essential civilian employees or the public to travel to or enter said building(s) could unnecessarily expose these individuals to safety/security hazard(s).

SECTION 10 SICK LEAVE

A. Temporary Disability Leave/Catastrophic Leave Bank – On a voluntary basis, each employee may donate a cumulative maximum total of five (5) vacation days, personal days, sick days or terminal leave bank days to another employee who has completed at least one (1) year of service with the Township. The Catastrophic Leave Bank shall be for the use of an employee who is suffering from a health condition or injury, which is expected to require prolonged absence from work by the employee, or is needed to provide care to a member of the employee's immediate family, who is suffering from a catastrophic health condition or injury, and said employee has exhausted all accrued sick leave, vacation leave and other accrued leave benefits. An employee's eligibility shall be determined on a case-by-case basis at the discretion of the Business Administration but access thereto shall not be unreasonably withheld.

All donated leave shall be deposited into a Catastrophic Leave Bank for use by the subject employee and shall not be credited directly into said employee's accumulated leave account. In the event the employee is able to return to work or there is a separation of employment prior to exhausting the donated leave benefits, said leave benefits shall remain in the Catastrophic Leave Bank, without expiration, for the future potential use by a qualified Township employee. Provided, however, nothing herein shall alter or diminish the Township's right pursuant to the Police and

Fire Retirement System of New Jersey to place the employee on permanent disability in which event this benefit shall terminate..

B. Work Related Illness and Injury – Compensation for work related illnesses or injuries shall remain unlimited but as established by the Decision of the Public Employment Relations Commission dated June 9, 1981, bearing Docket #CO 80-378-21, SN 80-155, is hereby made a part of the express terms of this Agreement.

C. Sick Leave Incentive Program

1. Without limiting effect of Paragraph "A" above, the parties agree that there shall be established a sick leave incentive program, which program is intended to provide an incentive for the discriminate use of sick time.

2. Each Patrolman, Sergeant, Lieutenant and Captain shall be credited each calendar year with compensable sick leave of fifteen days or 120 hours. Effective 12/31/95, all employees covered by this Agreement and on the payroll or approved leave of absence at that time, shall have their unused accumulated sick leave increased by 20%. For those employees whose new accumulation after this adjustment on 12/31/95 is over 150 days or 1200 hours, a CAP of sick leave accumulation for terminal leave purposes shall be established in the amount of that new higher total. All other employees covered by this agreement shall have a CAP of sick leave accumulation for purposes of terminal leave in the amount of 150 days or 1200 hours.

3. For employees who have not reached the CAP set forth a Paragraph "2" above, unused sick days shall accumulate on a day for day basis of 15 days or 120 hours per year, which days shall be added to the unused sick leave bank of the employee until the CAP of 150 days or 1200 hours is reached.

4. To the extent that the CAP set forth in Paragraph "2" above is exceeded, effective 1/1/96, the Township shall have the option to buy back the unused portion of the 15 days or 120 hours annual sick leave entitlement at the rate of 50% of the then current cash value of those days.

5. The Township agrees that it will notify the PBA and the employees involved by January 15th of the next year of its intention to exercise its year end option to buy back unused sick days from employees who have exceeded their CAP, and that the exercise of this option shall be applicable to all employees who have exceeded their respective caps. Payment for such unused sick leave shall be made upon budget adoption or June 30th in any year. If the Township decides not to exercise its buy back option by January 15th or fails to make payment by June 30th in any year, then the unused sick days in excess of the CAP shall immediately accrue at the rate of 110% for that year and the existing CAP shall be deemed to increase accordingly.

6. Upon voluntary termination of employment under circumstances qualifying an employee for an existing pension plan, the employee shall be entitled to payment of accrued unused sick leave as set forth above. Except for pro rata credit for unused vacation, holiday, personal days and sick days in the year in which retirement takes place, there shall be no additional accruals to terminal leave (e.g. vacation time, sick time, holidays, and personal days) while the employee is on terminal leave.

If an employee voluntarily resigns or retires, the following shall apply:

- a. An employee may elect to receive compensation either as lump sum or as regular scheduled pay.
- b. An employees shall receive pro-rata amount of all paid time off, except employee shall only receive 50% of their pro-rated current year unused sick leave.

D. Physician's Certification

To qualify for regular pay from sick leave on account of illness or injury, absences for five or more consecutive working days, unless waived, must be supported by a physician's certificate as to the specific cause of absence. Failure to provide such a physician's certificate shall result in the forfeiture of vacation and holiday benefits in the amount of time equal to the absence, or loss of pay if the police officer's vacation entitlement has been exercised and used during that year. All payment for sick leave entitlement shall be subject to the approval of the superior officer of the shift on which the absence occurs, and the Chief of Police and approval by Administration.

SECTION 11 VACATION AND ELIGIBILITY SCHEDULE

A. All Patrolmen, Sergeants, Lieutenants and Captain covered by this Agreement shall be entitled to vacations in accordance with the following schedule:

Length of Service	Vacation
Over 4 months to 1 year	1 day per month starting with the fifth month of employment
After 1 year through 4 years	Ten days
After 4 years through 14 th year	Ten days plus a day per year of service after 4 th year
After 14 years through 19 th year	Twenty days plus 1 day per year of service after 14 th year
After 19 th year	Twenty-five days plus 1 day per year for each year in excess of 19 years, up to a maximum of 30 days.

Employees hired on or after January 1, 2018 shall be entitled to a maximum of 25 days of vacation after 19 years of employment.

If the anniversary date of employment falls prior to August 1st of the year in question, the additional day of vacation will be granted within that year.

B. Effective upon execution of this Agreement, all employees covered by the Agreement shall be entitled to carry up to a maximum of twenty-four (24) hours of vacation time from the year earned to the next succeeding calendar year. These carry over vacation hours will be the first ones utilized before any other vacation time can be taken. The pay rate for any carry over vacation hours will be at the salary rate for the year in which the hours were hours were earned.

SECTION 12 FUNERAL, PERSONAL LEAVE AND CONVENTION

A. Every Patrolman, Sergeant, Lieutenant and Captain covered by this Agreement shall be entitled to 3 days off with pay beginning on the day of the death of a spouse, civil union, domestic partner, children, mother, mother-in-law, father, father-in-law, sisters, brothers, grandparents, grandchild, sister-in-law or brother-in-law. With the approval of the Chief of Police or the Public Safety Director a Patrolman, Sergeant, Lieutenant and Captain shall receive a fourth day, if all other time off has been expended, providing the employee attends the funeral. Employees shall be eligible for one (1) day off for the death of any other relative related by blood or marriage.

B. Every Patrolman, Sergeant, Lieutenant and Captain covered by this Agreement shall be entitled to twenty-four (24) hours with pay, for personal leave, for each year. Utilization of personal leave not subject to prior approval; however said days are not permitted to be utilized on Easter, July 4th, Thanksgiving Day, Christmas Eve, Christmas Day or on the night shift that immediately precedes the aforementioned holidays.

C. The delegate or designee appointed by the Association shall be granted time off from duty provided it does not, in the opinion of Chief of Police, unduly interfere with the operation of

the department and shall suffer no loss of regular pay to attend meetings of the State Policemen's Benevolent Association of which Local 142 of the Township is a member. The delegate or designee and two alternates shall be granted time off from duty provided, in the opinion of the Chief of Police, it does not interfere with the operation of the department and shall suffer no loss of regular pay to attend the mini and annual conventions of the New Jersey State Policemen's Benevolent Association (four or five working days depending on the work scheduled of the members attending the convention). The Association shall notify the Chief of Police at least sixty (60) days prior to the annual State PBA convention concerning the dates of such convention and the names of the appointed delegates.

SECTION 13 OVERTIME

Patrolmen, Sergeants, Lieutenants and Captain shall be compensated for overtime at one and one-half (1-1/2) times regular pay, and they have the option to receive overtime as pay or in the form of compensatory time off. Compensatory time may be accumulated up to thirty-six (36) hours at any time. The accumulated off-duty days must be used by December 15th of each contract year, or a cash payment shall be made for the accumulated time on that date. The use of accumulated time is at the discretion of the Chief of Police in accordance with the scheduling needs of the Police Department, and for the health safety and benefit of the Township and its citizens.

SECTION 14 OFFICERS ASSUMING RESPONSIBILITIES ASSOCIATED WITH A HIGHER TITLE

Whenever an officer is required to assume the responsibility of a position normally filled by an officer of higher rank as in the following cases, but not limited to a Patrolman as Acting Shift Commander, a Patrolman in charge of the Traffic Bureau or Community Policing Unit, any

Officer assigned to the Detective Bureau, and Officer assigned as Commander of a Division, any Officer assigned as Acting Chief. Such officer shall be paid at the higher rank after having been assigned for four (4) or more consecutive days to the higher job; this pay shall be retroactive to the first of these consecutive days. While in these positions, these Officers will be entitled to the higher rank of pay when called out or on any overtime detail.

SECTION 15 DENTAL BENEFITS

During the term of this Agreement the Township shall provide at the Township's cost and expense a Dental Plan provided by the N.J. Dental Service Plan, Inc., which plan is commonly known as the Delta Dental Plan Coverage 3A Two Party and Three Party Plan, covering each employee and his immediate family. The Township shall, effective April 1, 1957, extend said coverage to include Ortho III Coverage (Family Orthodontic).

SECTION 16 MEDICAL BENEFITS

The Employer shall provide to each employee and his immediate family, a medical/surgical, hospitalization insurance plan in the form of New Jersey State Health Benefits Program, or the equivalent thereof.

The Prescription Plan – Prescription card system, providing prescription drugs to employees and eligible dependents. Each eligible employee will have a personalized card, which is to be presented to any participating pharmacy upon purchase of needed drugs. Employees shall be required to enroll in Prescription Rx Plan with following deductibles: \$5 (generic)/\$20 (namebrand)//2X (90-day mail order) – effective January 1, 2014.

Employees shall pay Tier IV rates set forth in Ch. 78, P.L. 2010 for his/her health insurance benefits.

Medical Insurance Opt Out – Effective April 15, 2007, employees who decline medical coverage would receive 30% of the cost of medical premiums. Any employee who participates in this opt out must show proof of alternate medical coverage on an annual basis. The parties may include dental and prescription coverage in this opt out provision.

SECTION 17 GRIEVANCE PROCEDURE

A. Definitions:

(a) "Grievance" is a claim by a Patrolman, Sergeant, Lieutenant and Captain or representative or by the Chief of Police, Mayor, Business Administrator, Municipal Council or other duly authorized official of the municipality, based upon the interpretation, application or violation of this Agreement, or arising from a lack of equality in treatment of employment or promotion.

(b) An "aggrieved person" is the person or persons making the claim.

(c) A "party in interest" is the person or persons making the claim, and any persons who might be required to take action, or against whom action might be taken in order to resolve the claim.

(d) "Policemen" is a full-time Patrolman, Sergeant, Lieutenant or Captain in the Denville Township Police Department.

(e) The "P R & R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

B. Purpose

The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that

these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Grievance

(a) Should any dispute or difference arise between the Township or the Representative or its members as to the interpretation, application, or operation of any provision of this agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows, unless any step thereof is waived by mutual consent:

FIRST: A meeting shall be held between the grievant, with P R & R Representative from the PBA and his attorney, if he so desires, and the Chief of Police, within thirty (30) days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief of Police shall give his written answer within three (3) working days of the meeting.

SECOND: (1) If the grievance is not settled at the first step, the grievant or the P R & R Representative from the P.B.A. may make written request for a Second Step meeting within twenty (20) days after the answer is given at the First Step except that in disciplinary action grievance, the written request for a Second Step meeting shall be made within five (5) working days after the answer is received at the First Step. The Chief of Police shall set a meeting within five (5) working days after the request is received, or for such other time as is mutually agreeable. This Second Step meeting shall be between the Business Administrator acting on behalf of the Township, and the grievant, with the P.B.A. Representative and the grievant's attorney, if the grievant has counsel. The Township's answer to the Second Step shall be delivered to the P.B.A. within five (5) working days after the meeting.

(2) A P.B.A. member disciplined may, at this option proceed initially to the Second Step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Business Administrator of the Township within five (5) working days after the discipline or the option under this section shall be deemed waived. The Second Stop grievance meeting on disciplinary matters shall be held within ten (10) working days after the request, unless other arrangements are mutually agreed upon.

THIRD: If the aggrieved person or the P R & R Representative is not satisfied with the handling or result of the grievance on the Second Level, he may, within fifteen (15) days, notify the Business Administrator of the Township, in writing; that he wishes to take the matter to arbitration.

(1) Within ten (10) days after such written notice or submission to arbitration, the Business Administrator of the Township and the P R & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the PERC by the aggrieved party. The parties shall then be bound by the titles and procedures of the PERC in the selection of an arbitrator.

(2) The arbitrator so selected shall confer with the Representatives of the Township and the P R & R Committee, and hold hearings promptly, and shall issue his decision not later than twenty (20) days from date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing, and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law, or which is violative of the terms of

this agreement. The decision of the arbitrator shall be submitted to the Township and to the Representative, and shall be binding on all parties.

(3) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Township and the Representative. Any additional expenses incurred shall be paid by the parties incurring same.

SECTION 18 STATUTORY PRECEDENCE

Where a charge or charges are made against a Patrolman, Sergeant, Lieutenant and Captain or a supervisory covered by this Agreement, N.J.S. 40A 14-147 shall regulate the procedures governing the same and shall supersede the provisions of this Agreement.

SECTION 19 RENEWAL NEGOTIATIONS

It is understood and agreed between the parties hereto that proposals will be exchanged Between the P.B.A. Local No. 142 representing the Denville Township Police Department and the Township of Denville, representing the management, for the 2022 contract by not later than September 15, 2021.

SECTION 20 EFFECTIVE DATE

Notwithstanding the date that this Agreement is executed it is the intention of the parties hereto that all terms, provisions, increments and benefits set forth herein shall be effective January 1, 2018; unless otherwise expressly stated herein.

The payment for any retroactive pay or additional benefits which are awarded retroactively as a result of contract negotiations, arbitration or other collective bargaining process shall be paid no later than thirty (30) days from date of Agreement, finding or award.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written.

ATTEST:

By: Danielle M. Lewis
Danielle Lewis, Deputy Municipal Clerk

By: Kristian Sandman
Kristian Sandman, PBA State Delegate

TOWNSHIP OF DENVILLE

BY: Thomas W. Andes
Thomas W. Andes, Mayor

PBA Local #142

BY: Joseph Morgan
Joseph Morgan, PBA President

APPENDIX A

Column A is for those hired on or before December 31, 2017. Column B is for employees hired on or after January 1, 2018

1/1/2018 (1.70%)	A	B
0-12	50,902	45,675
13-24	57,984	50,902
25-36	65,068	57,984
37-48	72,150	65,068
49-60	79,235	72,150
61-72	86,316	79,235
72-84	93,399	86,316
85- 96	100,482	93,399
97-108	109,382	100,482
Over 108		109,382
7/1/2019 (0.50%)	A	B
0-12	50,902	45,675
13-24	57,984	50,902
25-36	65,068	57,984
37-48	72,150	65,068
49-60	79,235	72,150
61-72	86,316	79,235
72-84	93,399	86,316
85-96	100,482	93,399
97-108	109,929	100,482
Over 108		109,929
7/1/2020 (0.50%)	A	B
0-12	50,902	45,675
13-24	57,984	50,902
25-36	65,068	57,984
37-48	72,150	65,068

49-60	79,235	72,150
61-72	86,316	79,235
72-84	93,399	86,316
85-96	100,482	93,399
97-108	110,479	100,482
Over 108		110,479
7/1/021 (0.70%)	A	B
0-12	50,902	45,675
13-24	57,984	50,902
25-36	65,068	57,984
37-48	72,150	65,068
49-60	79,235	72,150
61-72	86,316	79,235
72-84	93,399	86,316
85-96	100,482	93,399
97-108	111,252	100,482
Over 108		111,252

Sergeant	1/1/2018 (1.7%)	7/1/2019 (0.5%)	7/1/2020 (0.5%)	7/1/2021 (0.7%)
0-12	114,721	115,295	115,871	116,682
13-24	120,092	120,692	121,295	122,144
25-36	125,348	125,975	126,605	127,491
Lieutenant	1/1/2018 (1.7%)	7/1/2019 (0.5%)	7/1/2020 (0.5%)	7/1/2021 (0.7%)
0-12	130,720	131,374	132,031	132,955
13-24	136,051	136,731	137,415	138,377
25-36	141,494	142,201	142,912	143,912
Captain	1/1/2018 (1.7%)	7/1/2019 (0.5%)	7/1/2020 (0.5%)	7/1/2021 (0.7%)
	149,690	150,438	151,190	152,248

Police Officers hired on or before December 31, 2017 shall be compensated pursuant to Appendix A, Column A. Police Officers hired on or after January 1, 2018 shall be compensated pursuant to Appendix A, Column B. The future movement on the salary guide for all Police Officers shall be according to the appropriate Column and carried out on the anniversary of their date of hire until such time as the individual reaches the highest step on the scale.

Effective January 1, 1993, there shall be established an "Academy" rate equivalent to ninety (90%) percent of Step 1 of the probationary police officer rate (indicated as 0-12 month rate in Schedule A). This rate shall apply to newly hired officers while the officers are attending a police academy at municipal expense and shall in no event extend beyond six months from the date of hiring. The academy rate shall not apply to a newly hired officer who is not required to attend a police academy. The application of the Academy rate shall not result in a deferral of the movement to the second step (13 to 24 months) upon the 13th month from the date of hiring.