

AGREEMENT

between

TOWNSHIP OF INDEPENDENCE

WARREN COUNTY, NEW JERSEY

and

WARREN COUNTY PBA LOCAL NO. 280

FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

THIS AGREEMENT entered into this 8 day of March, 2022 by and between the **TOWNSHIP OF INDEPENDENCE**, County of Warren, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and **WARREN COUNTY PBA LOCAL NO. 280** hereinafter referred to as the "Association" represents the complete and final understanding of all negotiable issues between the Township and the Association.

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ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive representative for all full-time Patrolmen, Sergeants, Detectives and the Lieutenant of the Township of Independence Police Department, excluding all other employees of the Township of Independence.

B. The title of Patrolman or Police Officer shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

ASSOCIATION REPRESENTATIVES

A. The Association shall have the right to designate one member of the Association as Association Representative.

B. The elected Representative of the Association shall be granted a leave of absence with pay to attend the annual PBA convention in accordance with N.J.S.A. 40A:14-177.

C. A certificate of attendance at the convention shall be submitted to the Chief of Police/Officer in Charge by the Representative so attending.

D. During contract negotiations, the authorized Representative of the Association, however, not more than one Representative at any one time, shall be excused from normal duties for the amount of time reasonably required for the scheduled negotiations and shall receive his regular compensation for time spent when such negotiations interfere with his work schedule. However, said representative shall always remain available for duty.

E. The duly-elected Association Representative or alternate shall be excused with pay from his normal assignments to process grievances when scheduled with the Township's representatives during regular working hours. Proper and prior request is to be made to the Chief of Police/Officer in Charge .

F. In the event the Association Officer is incapacitated or is unable to carry out the function of the office due to illness, vacation, or otherwise, an alternate Representative of the

Association shall have the full authority to represent the Association for any and all business. However, the name of the alternate must be supplied to the Township in advance and no exception or change in the alternate shall be allowed.

G. One unit member who is a State PBA delegate shall be so scheduled in order to provide time off to attend one local and one State meeting per month, provided no less than forty-eight hours' notice is given prior to said meetings.

ARTICLE III

MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be deemed to limit or restrict the Township as employer in any way in the exercise of the functions of management, including but not limited to:

1. The right to manage, control and operate its facilities.
2. To direct the work forces, hire, promote, transfer, suspend, discipline or discharge employees for just cause subject to Civil Service regulations.
3. Determine the amount of overtime to work or layoff employees for lack of work or for other proper reasons.
4. To schedule work subject to the terms of this Agreement.
5. To require employees to observe the Township's rules and regulations.
6. To make rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement or with N.J.S.A. 34:13A-5.3, et. seq.
7. To introduce new and improved methods of operation, install new facilities, change existing methods or facilities.
8. To enforce Civil Service regulations.

B. All of said rights are vested exclusively in the Township, subject to all applicable Laws of the United States, State of New Jersey and provisions of this Agreement.

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ARTICLE IV

DUES DEDUCTIONS

A. The Township agrees to deduct from the salaries of its patrolmen, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9(e), as amended.

B. A check-off shall commence for each patrolman who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deductions for each patrolman, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. The Association shall indemnify, defend and save the Township harmless 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 Association to the Township or in reliance upon the official notification on the letterhead of the

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Association and signed by the President of the Association advising of such changed deductions.

F. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the patrolmen in the bargaining unit fairly and equally, without regard to the Association membership. The terms of this Agreement have been made for all patrolmen in the bargaining unit, and not only for members of the Association, and this Agreement has been executed by the Township after it had satisfied itself that the Association is a proper majority representative.

G. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9(e), as amended.

ARTICLE V

GRIEVANCE GUIDELINES

A. Definitions:

The term grievance means a complaint by an employee that, as to him or her, there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting working conditions of an employee.

The term "employee" shall mean any policeman covered by this Contract but shall not include the Chief of Police.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees or by a public employee association, or by the Township to act on its or their behalf and to represent it or them.

B. Purpose:

The purpose of these guidelines is to secure at the lowest possible level, equitable solutions to disputes arising under this contract or affecting working conditions of the employee.

C. Guidelines:

1. An aggrieved employee shall institute action under the provisions hereof within five calendar days of the occurrence complained of, or within five calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said five day period shall be deemed to constitute an abandonment of the grievance.

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2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. Whenever the employee appears with a representative, the Township shall have the right to designate a representative to participate at any stage of the grievance procedure.

D. Steps of Grievance:

1. The employee shall first discuss his grievance orally with his immediate superior officer, not below the rank of sergeant, and file with the officer a brief written statement of the grievance. A decision, in writing, shall be rendered within two (2) days of said filing.

2. In the event the grievance is not resolved by employing the first step herein, the employee shall thereafter discuss his grievance orally with the next superior officer in rank, not below the rank of lieutenant, and file with the officer a brief written statement of the grievance. A written decision shall be rendered and reviewed by the Chief/Officer in Charge, within two (2) days of said filing.

3. If the grievance is not resolved to the employee's satisfaction within two days of the determination referred to in Paragraph 2 above, a written grievance shall be forwarded to the governing body, setting forth the employee's dissatisfaction with the action taken by the Chief of Police/Officer in Charge.

4. If the employee, in his appeal to the governing body, does not request a hearing, the governing body may consider the appeal on the written record submitted to it, or the governing body may, on its own, conduct a hearing, or it may request the submission of additional written material. Where the employee requests, in writing, a hearing before the governing body, a hearing shall be held.

5. The governing body shall make a determination within thirty days from the receipt of the grievance and shall, in writing, notify the employee, his representative, and if there be one, the Police Commissioner, of its determination. This time period may be extended by mutual agreement of the parties.

6. In the event an employee is dissatisfied with the determination of the governing body and the matter involved interpretation or application of the contract, the PBA, and only the PBA shall have the right to request arbitration.

A written request for arbitration shall be made no later than fifteen days following the determination of the governing body. Failure to file within said time period shall constitute a bar to such arbitration, unless the aggrieved employee and the governing body shall mutually agree upon a longer time period with which to assert such a demand.

7. Within ten days after such written request or submission to arbitration, the governing body and the employee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said 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

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may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission in the selection of an arbitrator.

8. The arbitrator so selected shall confer with the governing body and the employee and hold hearings promptly and shall issue his decision not later than twenty days from the date of the close of the hearing 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 conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the governing body and the employee and shall be binding on the parties.

The Township and the employee reserve the right to seek such remedies either party may have by law or under Civil Service Rules and Regulations.

9. The costs of 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 employee. Any other expenses incurred shall be paid by the party incurring the same.

10. All meetings and hearings under these guidelines shall not be conducted in public and shall include on the parties in interest and their designated representatives.

11. No. time limit set forth in these guidelines shall be invoked if due to the

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employer's failure to act.

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ARTICLE VI

NO STRIKE PLEDGE

- A. Policemen agree that they shall not resort to a strike or other illegal job action.

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ARTICLE VII

HOURS

- A. The salary for the Independence Police Department will be computed on the basis of eighty four (84) hours worked every two weeks.
- B. Because the Pitman Schedule will result in 2,184 hours worked in a calendar year, Officers will begin each year with approximately 104 compensatory hours owed to them ("Pitman Hours"). Pitman hours may not be used when it will create an undue hardship for the Department or will otherwise create overtime for the Department. If an officer leaves the employ of the Township prior to the end of the year but has utilized more than his/her pro rata share of Pitman Hours (four (4) hours every two (2) week pay period), the additional Pitman Hours used shall be paid back to the Township through the last pay.
- C. Pitman Hours will be reduced at a rate of four (4) hours per every two (2) weeks absent in the case of a leave situation (ie. Worker's Compensation, Disability, Family Leave, etc.)

ARTICLE VIII

OVERTIME

- A. All time in excess of the officer's regularly scheduled hours is deemed overtime.
- B. All overtime must be approved by the Chief of Police/Officer in Charge.
- C. All policemen, may, subject to the needs of the Department as determined by the Chief of Police/Officer in Charge or his delegate, have compensatory time off on the basis of one and one-half hours for each hour of overtime or payment at a rate equal to one and one-half times his regular base pay work rate for such overtime.
- D. Compensatory time off shall be given within thirty days.
- E. An overtime hour will be determined on the basis of anything in excess of one-half hour intervals for overtime compensation.
- F. All overtime will be paid in the next regular paycheck after the payroll clerk receives the timesheet. All timesheets must be signed by the submitting officer and the Chief/Officer in Charge (or the Chief/Officer in Charge's designee) before submission to the payroll clerk. At no time shall a timesheet which has not been signed by a supervisor of the Department, be approved for payroll processing.
- G. When any policeman shall be required to appear before any Grand Jury or at any Municipal, County, Superior Court or Supreme Court proceeding, the time during which he is so engaged shall be considered a time of assignment to and performance of duty. When such appearance

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occurs during the policeman's assigned duty hours, and such appearance is related to his employment, he shall suffer no loss of compensation. When such appearance occurs outside his assigned duty hours, he shall receive either compensatory time off on the basis of one and one-half hours for each hour of overtime or compensation at one and one-half times his regular work rate for such overtime.

H. When an officer is required to work on a scheduled day off, he/she will be compensated at one and one-half times the regular rate for a minimum of two hours, provided that these hours are in excess of the officer's regularly scheduled hours per pay period.

ARTICLE IX

SALARIES

All officers who become employed by the Township of Independence on or after January 2, 2019, will be compensated as per the pay scales below, which incorporates a level increase of 2% for officers within the Steps and All officers who have reached the top step within their rank will be compensated as per the pay scale below, which incorporates an increase of 2.25% for 2022, 2.50% for 2023, and 2.75% for 2024.

	2022	2023	2024
Lieutenant	107,773.00	110,468.00	113,506.00
Sergeant	101,673.00	104,215.00	107,081.00
Patrol 1st	96,033.00	98,434.00	101,141.00
Patrol 2nd	87,642.00	89,395.00	91,183.00
Patrol 3rd	79,487.00	81,077.00	82,699.00
Patrol 4th	71,331.00	72,758.00	74,213.00
Patrol 5th	63,175.00	64,439.00	65,728.00
Patrol 6th	55,019.00	56,119.00	57,241.00
Probation/Recruit	46,863.00	47,800.00	48,756.00

All officers employed with the Township as of January 1, 2019, will continue to follow the pay scale which incorporates an increase of 2% for officers within the Steps and all officers who will not be granted a Step increase will be compensated as per the pay scale below, which incorporates an increase of 2.25% for 2022, 2.50% for 2023, and 2.75% for 2024 as follows:

	2022	2023	2024
Lieutenant	107,769.00	110,464.00	113,502.00
Sergeant	101,669.00	104,211.00	107,077.00
Patrol 1st	96,021.00	98,422.00	101,129.00
Patrol 2nd	90,641.00	92,454.00	94,303.00
Patrol 3rd	82,330.00	83,977.00	85,657.00
Patrol 4th	76,863.00	78,400.00	79,968.00

*The figures appearing in parentheses represent the hourly wage for each position/category computed on the basis of 2,080 hours per year.

** There are no Patrol 5, 6 or Probationary/Recruits who have been employed with the Department as of January 1, 2019.

The differential between the positions of Sergeant and Lieutenant will be 6%.

A. The Officer shall move one step on the guide on the first January 1 FOLLOWING the Officer's anniversary date, provided same is recommended by the Chief/Officer in Charge. If the Chief/Officer in Charge deems it inappropriate for the step increase, a review of the step increase will be considered again by the Chief/Officer in Charge in a time period deemed appropriate by the Chief/Officer in Charge.

B. If an officer's salary is increased, he will move to the next higher money step in the category.

ROADWORK OVERTIME RATE

\$90.00 per hour to the officer plus the Township will charge an additional amount to the

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contractor for use of equipment and insurance.

DETECTIVE STIPEND

\$ 1,000.00 per year-payment received on the last pay period of year

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ARTICLE X

HOLIDAYS

A. The Police Department will be granted thirteen holidays as follows:

New Year's Day

Labor Day

President's Day

Election Day

Good Friday

Veterans' Day

Memorial Day

Columbus Day

Juneteenth

Thanksgiving Day

July 4th

Christmas Day

Martin Luther King Day

B. In addition to those holidays enumerated above, the employee shall receive all new holidays that are declared legal holidays by the President of the United States or the Governor of the State of New Jersey, if such holidays are also declared as holidays by the governing body of the Township of Independence; however, any decision by the governing body of the Township of Independence which affords any Township employee, such as the Township Clerk, Deputy Clerk, etc., who is not covered by the terms of this Agreement the right to substitute any holiday as above enumerated for another holiday, such as, for example, Lincoln's Birthday for the day following Thanksgiving Day, such substitution of holidays shall not be deemed or construed to be an

additional holiday declared by the governing body

C. Policemen will be paid for each holiday on the basis of their annual rate or compensatory time off.

D. For every holiday worked, the police officer will be paid for his/her regularly scheduled shift at a rate of time and a half.

E. In addition, the first paycheck in December of each year, the police officer will be paid the dollar equivalent of thirteen holidays, equal to 104 hours at straight time.

ARTICLE XI

VACATION

A. Vacation time shall be granted as follows:

1. Employees must refer and adhere to applicable Independence Township Police SOPs regarding the appropriate process to be followed when requesting vacation time.

2. From the beginning of the full calendar year of employment and up to five years of continuous service, twelve working days;

3. After five years of service and up to twelve years of continuous service, fifteen working days;

4. After twelve years of continuous service and up to twenty years of continuing service, twenty working days;

5. Over twenty years of continuous service, twenty-five working days.

B. For the purpose of this Article, a year shall be considered as the calendar year commencing January 1 and ending December 31st.

C. Each employee can carry over a maximum of twelve working days of vacation to the following year. A total of one year's permitted vacation may be carried over to December 1 of the following year. If not used by that date, all vacation carry over shall be forfeited.

D. An increase in vacation leave shall be granted at the beginning of the calendar year in

which the years of service requirement will be met.

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ARTICLE XII

SICK LEAVE

A. All employees covered under this Agreement are entitled to one working day for every month of service during the 1st calendar year of employment and fifteen working days for every year thereafter, with unlimited accumulation.

B. Any employee who shall be absent on sick leave for three or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness in the manner as provided in Civil Service Rule 4:1-17.5.

C. Immediately prior to qualified retirement, the employee shall be compensated for any unused sick days at the rate of 50% of the pay (based on the rate of pay of the last calendar year of service) up to a maximum of \$15,000.00

D. Employees must refer and adhere to applicable Independence Township Police SOPs regarding the appropriate process to be followed when utilizing sick time.

ARTICLE XIII

COLLEGE BENEFIT

Full time officers in good standing either attending in person or achieving a genuine online degree from an accredited college or university are to be reimbursed a total of 120 credits, taken in pursuit of an Associate's, Bachelor's or Masters' degree when the course or courses are related to law enforcement and subject to the approval of the Chief/Officer in Charge, provided that:

- A. The Officer is not eligible for retirement in three (3) years or less.
- B. The Officer is not in a probationary period.
- C. The per credit cost is equal to or less than the per credit cost of Rutgers, the State University
- D. Any request must be made by October 1 of the year preceding the course for which reimbursement is sought.
- E. The officer successfully completes the course(s) with the equivalent of a "C" or better. Proof of completion is presented to the Chief of Police/Officer in Charge and placed in the officer's personnel file before reimbursement is made. Proof of completion is a copy of a report card of completion along with a bill from the college or university provided within 30 days of course completion.
- F. Approval of police schedule changes to attend college courses by the Chief of Police/Officer in Charge.

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G. Schedule changes will not result in any additional overtime charged to the Township.

H. Officers obtaining an Associate's degree shall receive \$500.00 bonus per year and every year thereafter payable on the first pay period in June of the year.

I. Officers obtaining a Bachelor's degree shall receive \$750.00 bonus per year and every year thereafter payable on the first pay period in June of the year.

J. Officers obtaining a Master's degree shall receive \$1,000.00 bonus per year and every year thereafter payable on the first pay period in June of the year.

K. Degrees cannot be combined for purposes of bonus.

L. Officers who have obtained a degree after June but prior to that same calendar year ending, will not receive the educational stipend for that year. They will collect the payment June of the following year.

M. For degree achieved after the first pay period in June, bonus will be applied the first pay period of the following June.

ARTICLE XIV

WORK INCURRED INJURY

A. The Township shall provide full salary while any employee is temporarily totally disabled as a result of a job incurred injury, less Workers' Compensation payments during a period not exceeding one calendar year from the date of the accident. Payments will not be made during an absence due to recurrence of disability due to the same accident or related illness after the calendar year has expired.

B. If an employee qualifies or may qualify for a disability pension, the Township payments will end.

C. After the calendar year has expired, the employee may elect, if he/she so desires, to utilize all or part of his/her accumulated sick leave.

D. Any salary paid during the time that the employee takes sick leave will be reduced by Workers' Compensation payments, if any.

E. Accumulated sick leave may be apportioned at the employee's request on a partial day basis to allow the employee full salary for any week in which Workers' Compensation or this contract does not provide payment equal to a full working week.

F. The employee shall be required to present evidence by a certificate of a reasonable physician that he is unable to work, and the Township Committee may reasonably require the employee to present such certificates from time to time and may require the employee to submit to

an examination of a doctor chosen by the Township Committee at the Township's expense.

G. For the purpose of this Article, injury or illness incurred while the employee is attending a Township sanctioned training program shall be considered in the line of duty.

H. In the event the dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of the appropriate Workers' Compensation judgment or, if there is an appeal therefrom, the final decision of the last review in court.

ARTICLE XV

FUNERAL LEAVE

Employees are entitled to three (3) consecutive calendar days leave of absence for each death of an employee's immediate relative. Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death of a family member. "Immediate relative" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave.

ARTICLE XVI

PERSONAL DAYS

A. Three personal days per year, without loss of pay, shall be granted to each employee per annum, non-cumulative.

B. Request for a personal day must be made in conformity with the Township of Independence Police Department's applicable SOP.

ARTICLE XVII

CLOTHING ALLOWANCE

A. The Township of Independence shall continue to supply and maintain uniforms and equipment as necessary for safe operation of the Police Department. The Township will provide a vest and will outfit all new officers with their uniforms. Uniforms must be of appropriate type and style as per the Chief/Officer in Charge.

B. Officers will receive a \$ 800 per year clothing/equipment allowance, which is used for duty, but beyond the equipment necessary for safe operation of the Police Department. Reimbursement will be paid to the officer upon producing a receipt to the Administrator. The allowance must be used in the calendar year earned and cannot be carried over. Likewise, no unused funds will be able to be “cashed out.”

ARTICLE XVIII

HOSPITAL, OPHTHALMIC, OPTOMETRIC

AND LIFE INSURANCE BENEFITS

A. The Township shall continue to provide enrollment in a hospital and medical benefit program.

B. The Township shall contribute 50% of the cost for an eye examination and 50% toward the cost for corrective lenses or eye glasses required or recommended as a result of the eye examination. The eye examination and procurement of any new corrective lenses or new eye glasses shall be afforded to each police officer every year which shall occur during either the term of this Agreement or during the first year of any succeeding Agreement. The Township shall have the option of selecting the physician to perform the eye examination and the optometrist or concern to manufacture the corrective lenses or eye glasses. This benefit shall be afforded only to the police officer employed by the Township and shall not extend to any member of that police officer's family or members of that police officer's household.

C. The Township will provide life insurance which shall be equal to one and one-half times the base pay of the policeman.

D. The Township shall continue to maintain full insurance to cover any claims of false arrest as shown on the attached personal injury liability insurance endorsement.

E. The Township retains the right to enter into a self-insurance program or to change

insurance carriers regarding any insurance benefit so long as the same or substantially equivalent benefits are provided. If the Township decides to change insurance carriers, the Township shall pay particular attention to the ability of the employee to use the new insurance carrier's plan outside the Warren County area.

F. Dental insurance will be available at a capped contribution for the term of this contract. The Township will contribute 65% of the current benefit year's (2022) premium for the term of this contract.

ARTICLE XIX

MOTOR VEHICLE REIMBURSEMENT

A. Any policeman using his own motor vehicle on official police business with approval by the Chief of Police/Officer in Charge will be compensated at the rate of mileage compensation promulgated in the Township Salary Ordinance for that year. The policeman shall be reimbursed for parking fees and tolls upon presentation of a receipt.

B. Policemen shall be reimbursed for travel expense while assigned to attend a police school, as well as \$20.00 as a meal allowance. Policemen shall also receive \$20.00 as a meal allowance for any required police-related business of eight or more hours other than regular scheduled hours. When overnight stays are required, a maximum of \$60.00 per day shall be reimbursed. In all cases, receipts must be submitted for reimbursement.

ARTICLE XX

TRAINING REIMBURSEMENT

The Township may require a police officer hired after the date of the signing of this Agreement to execute a personal contract with the Township to provide, subject to N.J.S.A. 40A:14-178, that in the event the Township pays for the Police Basic Training and costs associated with same required by that officer to obtain a police training certificate, he or she will agree to remain employed by the Township for a period of two (2) years. If such officer leaves at any time during the first full year after the completion of training, he or she must reimburse the Township the full cost of training and expenses related to training; if he or she leaves at any time during the second full year of employment after the completion of training, he or she shall reimburse the Township one half of the cost of training and expenses related to training.

ARTICLE XXI

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police/Officer in Charge, and may be used for evaluation purposes by the Police Chief/Officer in Charge, Mayor and/or Governing Body.

B. Upon advance notice and at reasonable times, any member of the Police Department may, at any time, review his personnel file. However, this appointment for review must be made through the Chief of Police/Officer in Charge or his department representatives. Furthermore, the Chief/Officer in Charge or his designee will review with each officer the personnel file or said employee on an annual basis.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identity of the complainant shall be excised. However, if any disciplinary action is taken, based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject the member to appropriate disciplinary action.

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ARTICLE XXII

RIGHTS OF EMPLOYEES

A. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

B. The interrogation shall take place at a location designated by the Chief of Police/Officer in Charge.

C. The member of the force shall be informed of the nature of the investigation before any interrogation commences. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

D. The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

E. The member of the force shall not be subject to any offensive language nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answer questions.

F. The complete interrogation of the member of the force may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by department stenographer. In such cases, there will be no "off the record" questions.

G. If a member of the force is under arrest or is likely to be, that is, if he is suspect or

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the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

H. The Department shall afford a reasonable opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association Representative before being questioned concerning a violation of departmental rules and regulations during the interrogation, unless the member is being interrogated as a witness only.

I. Policemen will not be required to take a polygraph in any given departmental hearing.

J. Policemen charged with a criminal offense will not have their departmental hearing prior to their criminal trial so as not to prejudice their standings with a jury, but may be suspended pending disposition of said offense in accordance with 40A:14-149.1, et seq.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIV

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms 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 or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ATTEST:

TOWNSHIP OF INDEPENDENCE



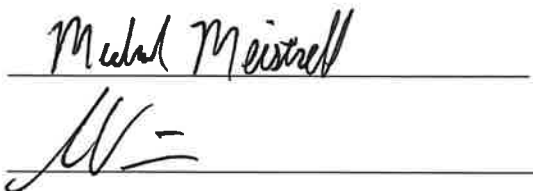
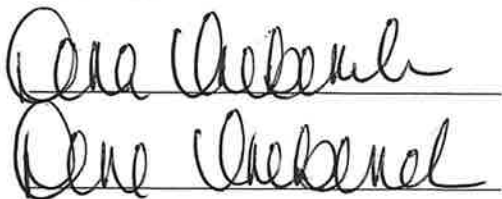
Dena Hrebenak, Municipal Clerk



Robert Giordano, Mayor

ATTEST:

WARREN COUNTY PBA LOCAL NO. 280



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