

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

TOWNSHIP OF DELAWARE

AND

HUNTERDON COUNTY PBA LOCAL 188

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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PREAMBLE

This AGREEMENT, entered into this 12th day of February, 2024 by and between Delaware Township in the County of Hunterdon, a municipal corporation of the State of New Jersey, hereinafter called the “TOWNSHIP,” and Hunterdon County PBA Local No. 188, Delaware Township Unit, hereinafter called the “PBA,” represents the complete and final understanding on all bargained issues between the Township and the PBA. The term of this contract shall be from January 1, 2023 through December 31, 2025.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the PBA as the sole and exclusive representative of all employees in the negotiations unit, consisting of all full-time patrol officers, corporals and sergeants and excluding all lieutenants, captains and the chief of police, for the purpose of collective bargaining and all activities and processes relative thereto.

B. Unless otherwise indicated, the terms “Police Officers”, “Employee” or “Officer” are used in this Agreement interchangeably to mean employees covered by this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Township Government and its properties, facilities, and its employees utilizing personnel methods and means

of 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 use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of 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 purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the PBA and employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of Conduct as contained within the rules and regulations of the Police Department and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and be hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state, or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot negotiate away or eliminate any of its managerial rights.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

A. The PBA hereby covenants and agrees that during the term of this Agreement, neither the PBA nor any person acting in its behalf will cause, authorize or support any strike, (i.e., the concerted failure to report for duty or willful 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 duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

B. The PBA 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 from supporting any such activity by any other employee or group of employees of the Township and that the PBA will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the PBA order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach of the PBA or its members.

ARTICLE IV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor of the Department.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees or the PBA on their behalf, from the interpretation, application or violation of this Agreement. With regard to the Township, the term "grievance" as used herein means a complaint or controversy from the interpretation, application or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The PBA shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police to resolve the matter informally. Failure to institute a grievance within fifteen (15) calendar days shall be deemed to be an abandonment of the grievance.

Step Two: If no agreement can be reached within fifteen (15) calendar days of the initial discussion with the Chief of Police, the employee or the PBA may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary

of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Three: If the PBA wishes to appeal the decisions of the Chief of Police, such appeal shall be presented in writing to the Township Committee within five (5) calendar days thereafter. This presentation should include copies of all previous correspondence relating to the matter in dispute. The Township Committee, or designee, shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

Step Four: Within fifteen (15) calendar days of the Township Committee's, or its designee's, decision, the PBA may apply to the Public Employment Relations Commission (PERC) for binding arbitration. The selection of an arbitrator, and the arbitration, shall be in accordance with the rules and procedures of PERC. Simultaneously with the application to PERC, the PBA will send notice to the Township of its application for arbitration.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

2. The decision of the arbitrator shall be binding upon the Township and the PBA and the grievant.

3. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

4. The costs for the services of the arbitrator shall be borne equally by the Township and the PBA.

5. Only one issue at a time may be submitted to Arbitration.

E. Upon prior notice and authorization of the Chief of Police, one designated PBA Representative shall be permitted as a member of the Grievance Committee to confer with

employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed herein, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. The decision on a grievance at any step shall rely on the material presented. Reasonable disclosure will not be withheld involving any correspondence from either party providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE V

WORK SCHEDULE

A. The parties understand and agree that the standard weekly work schedule requires employee service continuously throughout the seven-day week.

B. Modified Pitman Work Schedule

1. A patrol officer's salary is based on a 2080 hour work year.
2. Officers assigned to the Patrol Division shall work a "modified Pitman" schedule consisting of 2 consecutive days on duty followed by 2 consecutive days off duty, 3 consecutive days on duty followed by 2 consecutive days off duty, and 2 consecutive days on

duty followed by 3 consecutive days off duty. After the 3 days off, the officer shall rotate to the preceding shift.

3. The workday shall be 11.5 hours. Because the “modified Pitman” schedule requires officers to work 2099 hours per year, they will each receive an additional 19 hours of paid time off (“Pitman time”) per calendar year to reduce the annual hours to 2080 hours per year. The use of Pitman time shall not cause overtime. If an officer does not work a full year on the “modified Pitman” schedule, his Pitman time shall be prorated based on the number of months or partial months worked. For example, if an officer works 5 months and 3 weeks on the “modified Pitman” schedule, he shall receive 9.5 hours of Pitman time.

4. The shifts on the “modified Pitman” schedule are as follows:

Shift 1 0600 to 1730 (6:00 am to 5:30 pm)

Shift 2 1530 to 0300 (3:30 pm to 3:00 am)

Shift 3 1930 to 0700 (7:30 pm to 7:00 am)

C. The Chief of Police shall have the right to make changes in the starting and stopping time of the daily work schedule in case of emergencies. Any such temporary scheduling changes shall be for the efficient operation of the Department and only during the extent of the emergency. “Emergency” as used herein shall include any unusual conditions caused by any circumstances or situation including shortage in the personnel of the Police Department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled as shall be determined by the Chief of Police. The limits and standards to be observed in determining such “emergency” includes:

1. Incidents caused by the Township shall be unintentional and of an accidental nature;

2. The emergency must involve a situation which threatens the health, safety and welfare of the public;

3. The emergency must be of limited time duration.

4. Any violation or suspension of contractual agreements must be limited only to the duration of the emergency.

D. The PBA shall be notified prior to the implementation of any permanent changes in the work schedule, and shall have the right to discuss any permanent changes with the Chief of Police and/or the Police Commissioner or Township Committee within fourteen (14) working days from the date of receiving notice of the proposed changes or by the date of the regularly scheduled Township Committee meeting next following notice of the proposed changes, whichever is later. Upon termination of the notice period, the employer shall have the right to implement any such proposed changes in the work schedule.

E. The current schedule is based on a 6 patrol officer force (7 member full-time police force). If the manpower level of the Police Department should drop below that level the Township agrees to renegotiate the Agreement. The Township shall have a reasonable amount of time (not to exceed 90 days) to replace officers as needed, before the renegotiations will begin.

ARTICLE VI

OVERTIME

A. Overtime for officers working the "modified Pitman" schedule shall be paid and distributed as follows:

1. The officer shall receive 10 hours of overtime at 1.5 times his hourly rate for the first 2 consecutive 10 hour overtime shifts worked.

2. The officer shall receive straight time for the 3rd consecutive 10 hour overtime shift that he works.

3. After working a 3rd consecutive overtime 10 hour overtime shift, the cycle shall restart.

4. Overtime will be distributed so that it is equalized amongst the officers.

5. The foregoing does not include call-backs which are to be paid in accordance with Section E, below.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Chief of Police or his designee. The reasons for the granting of overtime shall be noted on the time report and certified by the Chief of Police.

C. Overtime shall be computed and payment made on the following basis:

1. Fourteen (14) minutes or less – Straight pay, no overtime pay.

2. Fifteen (15) through sixty (60) minutes – Overtime pay at the rate of fifteen minute intervals.

D. Working hours and daily schedules of employees will be arranged to fit the needs of the Township. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

E. If an employee is called back to work non-contiguous with the employee's work shift, he shall receive a minimum of two hours pay at the overtime rate. This provision shall not apply to telephone calls made from the station or by an on-duty officer to an officer who is off-duty. This provision shall apply if the officer is required to travel to the station or a field site.

ARTICLE VII

VACATIONS

A. Officers shall receive the following vacations:

- | | | |
|----|--|---------------------|
| 1. | 0 – 1 year | 2 active duty days |
| 2. | After 1 year of service (start of 2 nd year) | 4 active duty days |
| 3. | After 2 years of service (start of 3 rd year) | 8 active duty days |
| 4. | After 6 years of service (start of 7 th year) | 12 active duty days |
| 5. | After 10 years of service (start of 11 th year) | 14 active duty days |
| 6. | After 15 years of service (start of 16 th year) | 16 active duty days |
| 7. | After 19 years of service (start of 20 th year) | 20 active duty days |

B. All vacation time shall be used in the current year but up to 5 active duty days may be accumulated to be used in the next calendar year without the prior approval of the Chief of Police. If not used, they will be forfeited.

C. When an employee requests permission to use an individual vacation day, such requests shall be submitted at least five (5) days in advance and shall be granted at the discretion of the Chief, and such approval shall not be unreasonably withheld.

D. The Chief may permit partial vacation days in extreme emergencies.

E. Any employee who is on leave of absence (i.e., injury leave or worker's compensation or unpaid leave) shall have his vacation leave for the year prorated for the time absent.

F. Changes in the scheduling of vacations will not be permitted without the prior approval of the Chief of Police. Vacation requests must be submitted by March 1st.

ARTICLE VIII

SALARY / LONGEVITY

A. SALARY

Salaries are set forth in Appendix A and Appendix B, attached hereto. Salaries shall be increased as follows:

- i. Effective and retroactive to January 1, 2023 – 3.0% at Step 1 through Step 10, Sergeant Step 1 and 2. Step 1 of the Salary Guide shall be eliminated, making Step 2 the new Step 1 and adding a new Step 10. This change is reflected on a new salary guide for officers hired after July 1, 2021.
- ii. Effective and retroactive to January 1, 2024 – 3.0% at Step 11 and Sergeant Step 1 and 2.
- iii. Effective January 1, 2025 – 2.5% at Step 11 and Sergeant Step 1 and 2.

Salaries are set forth in Appendix A and Appendix B, attached hereto. All salary increases are fully retroactive.

The Township retains the right in its sole discretion to give additional salary credit to a new hire to reflect other police related experience.

B. LONGEVITY

Longevity was eliminated as of January 1, 2015.

C. PAYMENT OF SALARIES

If this contract has been signed by all parties by the start of this contract period, salaries at the new levels shall be paid beginning with the first pay period without waiting for adoption of a 2023, 2024 and 2025 salary and compensation ordinance. If this contract is not signed by the start of this contract period, salaries at the new levels shall be paid beginning with the first pay period

after the contract has been signed by all parties without waiting for adoption of a 2023, 2024 and 2025 salary and compensation ordinance.

D. SERGEANTS

1. The Salary Guide for Sergeants shall be revised and reduce to two steps as set forth in Appendix A and Appendix B, attached hereto, and shall be effective and retroactive to January 1, 2023.

2. A newly promoted Sergeant shall be placed on Step 1 immediately upon promotion and shall be considered a Probationary Sergeant for a period of twelve (12) months. The Sergeant will advance to Step 2 on the anniversary date of his or her promotion.

3. Illes and Gray shall remain on Sergeant Step 2 and follow the Salaries set forth in Appendix A, attached hereto.

E. OFFICERS

1. Marrero and Dolbier shall remain on Step 11 retroactive to January 1, 2023 and shall advance horizontally on the Salary Guide set forth in Appendix A, attached

hereto.2. Murphy shall remain at Step 8 retroactive to January 1, 2023 until October 9, 2023 and shall advance to Step 9 on October 10, 2023 retroactively to the date of his step increase. He shall then advance to Step 10 on October 10, 2024 and Step 11 on October 10, 2025, as set forth in Appendix A, attached hereto.

3. Althamer shall remain on Step 2 retroactive to January 1, 2024 until July 11, 2023 and shall advance to Step 3 on July 12, 2023 retroactively to the date of his step increase. He shall then advance to Step 4 on July 12, 2024 and Step 5 on July 12, 2025 as set forth in Appendix B, attached hereto.

F. All officers shall advance on the Salary Guide on their anniversary date each year. All Superior Officers shall advance on the Salary Guide on the anniversary of their promotion date each year.

ARTICLE IX

LEAVES OF ABSENCE WITHOUT PAY

A. A permanent employee, upon written application setting forth the reason therefore, may be granted a leave of absence without pay for a maximum period of one year. Further leave in exceptional situations may be granted where it is in the public interest.

B. Such notice to the Township shall be in writing and shall be served not less than thirty (30) days prior to its effective date. The notice shall state, in addition to the reasons for such leave of absence, its anticipated duration, and the address where the employee may be contacted during such leave.

C. Upon the effective date of the leave of absence without pay, the employee shall be carried on the personnel records of the Department as "on leave". Prior to the expiration of the leave of absence, and in no event less than thirty (30) days prior to its expiration, the employee shall notify the Township in writing of his intention to return to active employment.

D. Upon the termination of the leave of absence without pay, the employee shall be restored to his position prior to commencement of such leave, and thereafter and for all purposes, be restored to the status quo ante.

E. The time during which an employee is on leave of absence without pay shall not count toward accumulated Township seniority or job classification seniority.

ARTICLE X

FUNERAL LEAVE

A. In the event of a death in the employee's immediate family, the employee shall be granted time off with no loss of regular pay.

B. Immediate family is defined as spouse, child, parents, grandparents, brother/sister, and corresponding relatives of an employee's spouse or New Jersey civil union/domestic partner.

1. Said time off shall be four (4) working days.

2. For death of aunt, uncle, nephew, niece, or cousin in the first degree, and corresponding relatives of an employee's spouse or New Jersey civil union/domestic partner time off shall be two (2) working days.

C. The Township may require reasonable verification of the event.

D. An employee may make a request of the Chief of police or his designated representative for additional time off if the deceased resided in another jurisdiction making return to work impossible, such approval shall not be unreasonably withheld.

E. An employee may make a request of the Chief of Police or his designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE XI

INSURANCE

A. The Township shall provide medical insurance, including prescription coverage, to all employees and their spouses and eligible dependents and as per Article XXVI of this Agreement for those employees hired after January 1, 2012. All employees shall contribute the greater of 1.5% of salary or the defined percentage as enumerated in the Health Benefit Contribution Schedules (attached and incorporated herein) to their selected insurance plan as required by State law. The Township will implement an IRC Section 125 Plan for employees. If the legislation regarding mandatory contributions expires, is amended by the Legislature or is declared illegal by

a court or other appropriate body, the contributions in this agreement shall be subject to negotiations.

B. The Township shall provide dental insurance coverage to all employees and their spouses and eligible dependents. Employees shall contribute 25% of the premium towards dental insurance coverage, with the remaining 75% paid by the Township.

C. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

ARTICLE XII

HOLIDAYS

A. Holiday pay is included in the base pay. Holiday pay is calculated by taking annual salary dividing by 2,080 and then multiplying by 127.2 (12 holidays multiplied by 10.6 hrs. per day).

B. Although Easter Sunday is not a holiday, officers who work a shift that starts on Easter Sunday are entitled to time and one-half pay for hours worked.

C. All officers who work on a shift that begins on Christmas day shall receive additional Pitman time on an hour for hour basis for time actually worked on the shift, notwithstanding that the shift may end the following day. The time shall not be credited until the officer works on Christmas day. This Pitman time must be used prior to the subsequent Christmas day and its use can be denied if it will cause overtime.

D. Officers who work a shift that starts on Juneteenth holiday are entitled to time and one-half pay for hours worked. The date of observance shall be determined by the Township each year as part of its reorganization and holiday schedule. ARTICLE XIII

MILITARY LEAVE

A. Any employee who is a member of the United States Armed Forces or National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. If the amount of pay the employee received from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he would have received for the same period, he shall be paid the differences by the Township. All eligible employees are required to submit a copy of their military pay voucher before the Township is required to comply with this provision.

C. When an employee not on probation has been called to active duty or inducted into the Armed Forces of the United States or National Guard, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Township within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

D. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

E. "Active duty" shall mean more than fifteen (15) days service. Active duty leaves of absence shall be governed by New Jersey statutes (N.J.S.A.38:4-4 – National Guard or N.J.S.A. 38:23-1 – Reservists).

ARTICLE XIV

PBA RIGHTS

A. The parties hereby agree that every police officer shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The parties further agree that they shall not directly or indirectly discourage or deprive any police officer in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that they shall not discriminate against any police officer with respect to hours, wages, or any terms or conditions of employment by reason of Union activities, membership in the PBA and its affiliates; collective negotiations with the Township; or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. One (1) designated representative of the PBA shall be permitted time off to attend negotiating sessions. Said representative shall notify the Chief of Police of attendance at negotiations and shall be in uniform and subject to a call during negotiation sessions.

C. When grievance sessions are mutually scheduled during work hours, the grievant and representative shall suffer no loss in pay.

D. A police officer shall have the right to inspect his/her personnel file on reasonable notice and at reasonable times. All material placed in any personnel file shall be provided (by copy) to the officer who shall have the right to comment or respond to any item, in writing, within ten (10) days of receipt which shall also be placed in the file stapled to the document to which it refers.

ARTICLE XV

PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Township reserves the right to discipline a probationary employee for any reason. An employee if disciplined shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Chief of Police, up to an additional 90 days.

ARTICLE XVI

PERSONAL DAYS

A. Employees shall be allowed four (4) days of personal business leave annually with the approval of the Chief of Police or designee whose consent shall not be unreasonably withheld. Such leave shall be non-cumulative.

B. A personal business day application shall, except in cases of emergency, be made at least five (5) working days prior to the personal day to be taken.

C. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day without the specific approval of the Chief.

ARTICLE XVII

OUTSIDE EMPLOYMENT AND ACTIVITIES

A. It is understood that employees will consider their position with the Township as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his position with the Township and must not constitute any conflict of interest.

B. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside employee's name, address, and the Employer's name, address and the employee work schedule. This list must be updated with changes annually.

C. Any assignment to the Joint Court of East Amwell, Delaware and Stockton is work for a third-party outside employer and will not be considered as regular hours worked for the Township.

D. Police Related Outside Employment

1. The following procedures shall be followed for any off-duty Township Officer who performs services for an outside vendor or other governmental entity where the officer will be required to either wear the Department's uniform or carry the Department's weapon or both.

2. All compensation for such off-duty jobs shall be paid through the Township at an hourly rate of \$100.00 with the officer receiving \$80.00 per hour and the Township retaining \$20.00 per hour as an administrative fee.

3. If the off-duty job is funded by a grant that pays a lesser hourly rate, that lesser rate shall apply. This rate set forth in paragraph 2, above shall become effective upon the date of signing of this contract between the PBA and the Township, but in no event later than June 1, 2021.

4. If an Officer is performing outside work through another public entity, the Officer shall be paid at the rate set by that entity. Payment shall be made through the Township.

5. Off-duty work shall be selected by seniority and rotated so that it is divided equally among other members of the Department.

6. Officers shall complete a separate payroll voucher for such off-duty jobs on which he shall include the name of the vendor, the date of the job, and the number of hours worked.

7. Payment for such off-duty work shall be in the next pay period after the work is performed and included in the officer's regular payroll check, provided the officer timely submits the payroll voucher.

8. Officers shall receive a minimum of four (4) hours pay for each outside work detail.

9. If the hiring entity cancels the off-duty work after midnight on the day the work is to begin, the hiring entity shall be charged four (4) hours at the established pay rate and the officer scheduled to work the off-duty assignment shall receive four (4) hours of pay at the rate set forth in Section D(2).

10. The Township shall amend all applicable ordinances to be consistent with the above provisions.

ARTICLE XVIII

UNIFORMS & EQUIPMENT

The Township shall provide through a voucher system a uniform and equipment allowance of \$1,150 per calendar year.

ARTICLE XIX

SICK LEAVE

A. Each member of the Police Department shall be allotted twelve (12) days of sick leave for the calendar year. The employees may accumulate up to one hundred eighty (180) days. Sick days shall be granted to each full-time employee who through bona fide sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or is quarantined by a physician because he has been exposed to a contagious disease.

B. A certificate from a physician designated by the Township and/or the employee's own physician may be required. The employee shall be required to pay for the certificate. Such certificate shall be sufficient proof of the need for sick leave. In cases of sick leave due to a contagious disease or exposure to same, a certificate from a doctor is required before the employee is permitted to work. If the employee does not comply with a request for the above outlined

certificate, the employee involved shall suffer loss of pay for a period of time involved in unsubstantiated sick leave and be subject to disciplinary action.

C. No employee shall be allowed to work in such a condition as to endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Chief of Police may direct the employee to the Township physician for an opinion as to the eligibility of the employee to be absent from work.

D. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out orders of the attending physician.

2. When in the opinion of the Township medical physician the employee is ill or disabled because of self-imposed contributory causes or actions.

3. When in the opinion of the Township medical physician the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Township physician as ordered by the Chief of Police.

E. The recommendations of the Township medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Chief of Police. The Chief of Police reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to require the employee to submit to an examination by a third doctor at Township expense.

F. In charging an employee with sick leave, the smallest unit to be considered is one (1) work day.

G. If an employee is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but not later than 3 hours prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Chief of Police or his designated representative may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An employee who is absent for three (3) consecutive days or more and who does not notify the Chief of Police, his designee or some other responsible representative of the Township on any of the first three (3) days may be subject to dismissal barring extenuating circumstances.

H. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

I. Any employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

J. Upon retirement, reimbursement of accumulated sick days will be made at the employee's current rate of pay to a maximum of \$5,000.00.

K. Employees may use sick leave when a member of the employees' immediate family (child, spouse, parent or a person living in the officer's household, but not renters) is sick and requires medical attention.

ARTICLE XX

FULLY - BARGAINED AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues that 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 parties at the time they negotiated or signed this Agreement.

ARTICLE XXI

LEGAL REPRESENTATION AND LEGAL FEES

A. The Township agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-155 (the "Statute"). The Township further agrees that the officer or officers of the Department who are the defendant or defendants in such action shall have the right to select the attorney of his/her choice unless Township insurance mandates otherwise, except that the officer or officers agree that the Township shall pay for such legal services only in accordance with the Statute, and further agree that such legal services shall be paid in accordance with the prevailing hourly rate in the Township Attorney's contract with the Township. In no event shall the hourly rate be less than \$50.00 per hour. The defense of actions pursuant to the Statute may include the reasonable cost of services for experts and/or investigators, an estimate of which should be submitted to the Township.

B. The Township agrees to maintain insurance coverage of a type, and in sufficient amounts, for the benefit of the employees covered by this Agreement, individually and collectively, and which shall insure against claims for personal injuries, death or property damage caused directly or indirectly by the employee's negligent acts within the scope of their employment while in performance of their duties as police officers, whether on duty or off duty.

ARTICLE XXII

WORK- RELATED INJURY

A. Employees who are slightly or severely injured while working, must make an immediate report within eight (8) hours thereof to the Chief of Police or designated representative.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

C. An employee who is disabled by an injury incurred in the direct performance of his duties or a direct result of or arising out of his employment and who qualifies for Worker's Compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave, provided the employee's physical condition renders him/her unfit for duty.

D. The Township will pay an employee receiving Workers Compensation or Long-Term Disability benefits the difference between his regular salary and the Worker's Compensation or Long-Term Disability benefit, as the case may be, for one year. The Township may provide a regular payroll check provided that during that time, the employee signs over his/her benefit checks to the Township.

E. Nothing herein contained shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness (such as N.J.S.A. 40A:9-7 et. seq., N.J.S.A. 40A:14-16, and N.J.S.A. 40A:14-137), but these provisions are to be construed and administered in conjunction therewith.

F. If an employee suffers an injury on duty necessitating emergency and/or continuing medical care for the diagnosis and treatment of such injury, all treatment for work-related injuries are covered by the Workers Compensation carrier.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIV

RETIREMENT BENEFITS

A. All qualifying Officers shall be entitled to retirement benefits under the provisions of the New Jersey State PFRS.

B. Officers and their spouses and eligible dependents shall receive paid health coverage, including prescription, if they retire on a pension based on 25 years or more of PFRS credited service or if they retire on a disability pursuant to the requirements of the PFRS. Only spouses and dependents that were eligible for health benefits through the Township while the employee was active are eligible to receive benefits when the employee retires. Retirees shall make any premium contributions as required by law. If a retiree is eligible for Medicare, he shall enroll in Parts A and B, which shall become primary and the Township's insurance becomes secondary. The Township shall not reimburse the employee for the Part B premium.

ARTICLE XXV

PAYROLL PAY PERIODS

All permanent employees covered by this Agreement shall be paid in twenty-four (24), twenty-six (26), or twenty-seven (27) equal payroll payments per year determined at the discretion of the Township for payroll efficiency.

ARTICLE XXVI

HEALTH INSURANCE PLAN FOR POLICE OFFICERS HIRED AFTER JANUARY 1, 2012

All officers of the Police Department hired after January 1, 2012, who are included in the unit covered by this Agreement shall receive the least expensive health insurance plan available to the Township upon their date of appointment. These officers hired after January 1, 2012 shall have the option to upgrade to a more expensive health insurance plan at their own expense. They

shall pay the difference between the least expensive health insurance plan and the upgraded plan of their choice.

ARTICLE XXVII

COMPENSATORY TIME

A. Officers who work overtime are compensated at a rate of not less than one and one-half (1.5) times their regular hourly rate of pay or compensatory time off at a rate of not less than one and one-half (1.5) hours for each hour of overtime worked in excess of regular hours as defined in Article VI Overtime.

B. Compensatory Time Off

1. Whether an officer is compensated with cash overtime or compensatory time off is at the discretion of the officer.

2. Employees who have accrued compensatory time will be granted compensatory time off when leave is requested, unless the absence will unduly disrupt the effective functioning of the Department.

3. Employees who have accrued compensatory time off must be granted compensatory time off rather than personal leave when leave is requested.

4. Compensatory time off may accrue up to a maximum of 80 hours. Effective 90 days after the Memorandum of Agreement is signed, compensatory time off may accrue to a maximum of 70 hours for officers hired on or before January 1, 2021. For officers hired after January 1, 2021, a maximum of 50 hours may be accrued. If an officer has accrued the maximum, she/he must be paid cash overtime for overtime hours worked in excess of the maximum.

5. If an officer is promoted from this bargaining unit to a position that is exempt under the Fair Labor Standards Act, then the transferring officer must be paid for all

accrued compensatory time off at the time of transfer. Such payment must be made at 1.5 times the regular hourly rate of pay received by the officer when the compensatory time was earned.

6. The Chief may require officers to use accrued compensatory time by a certain reasonable period of time.

7. The Chief may require all accrued compensatory time to be paid out to reduce an officer's accrued compensatory time balance by paying the officer for each hour accrued. Such payment must be made at 1.5 times the regular hourly rate of pay received by the officer when the compensatory time was earned.

8. At the Chief's discretion, the chief or his designee may schedule time off for each hour of accrued compensatory time to reduce officers' accrued compensatory time balance.

9. An officer who separates from the Department shall be paid for all accrued compensatory time at 1.5 times the regular hourly rate of pay received by the officer at his rate of pay at separation or the average of his compensation for his highest 3 years of salary.

ARTICLE XXVIII

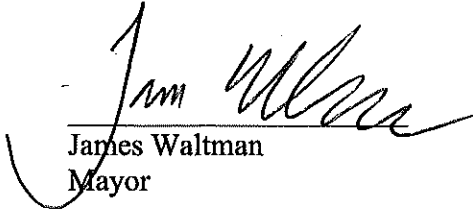
DURATION

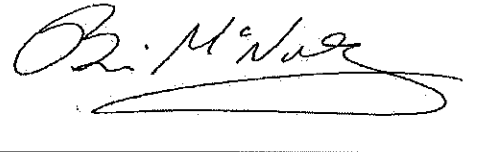
This agreement shall be effective from January 1, 2023 through December 31, 2025 and shall continue in full force and effect until a successor agreement is signed. All salaries and benefits as set forth herein shall be retroactive to January 1, 2023, notwithstanding the date of execution hereof, for all employees employed during the contract period.

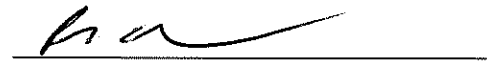
IN WITNESS WHEREOF, the PBA and the Township have caused the Agreement to be signed by their duly authorized representatives on this 12th day of February, 2024.

Township of Delaware:

Hunterdon County PBA
Local 188


James Waltman
Mayor


Brian McNally, President


Robert Illes, PBA Representative


Paul Murphy, PBA Representative

APPENDIX A

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Officers Hired Before 7/1/2021	3.00%	3.00%	2.50%
Step 1	\$49,517.25	\$49,517.25	\$49,517.25
Step 2	\$56,235.94	\$56,235.94	\$56,235.94
Step 3	\$60,281.78	\$60,281.78	\$60,281.78
Step 4	\$63,371.78	\$63,371.78	\$63,371.78
Step 5	\$66,582.29	\$66,582.29	\$66,582.29
Step 6	\$70,702.29	\$70,702.29	\$70,702.29
Step 7	\$76,102.58	\$76,102.58	\$76,102.58
Step 8	\$81,252.58	\$81,252.58	\$81,252.58
Step 9	\$86,327.39	\$86,327.39	\$86,327.39
Step 10	\$91,803.90	\$91,803.90	\$91,803.90
Step 11	\$103,390.37	\$106,492.08	\$109,154.38
Sergeant 1	\$107,005.67	\$110,215.84	\$112,971.24
Sergeant 2	\$110,790.92	\$114,114.65	\$116,967.51
Illes / Gray	Sergeant 2	Sergeant 2	Sergeant 2
Marrero / Dolbier	Step 11	Step 11	Step 11
Murphy	Step 8 & Step 9	Step 9 & Step 10	Step 10 & Step 11

Illes and Gray shall remain on Sergeant Step 2 and shall advance horizontally on the salary guide set forth in Appendix A, above.

Marrero and Dolbier shall remain on Step 11 retroactive to January 1, 2023 and shall advance horizontally on the salary guide set forth in Appendix A, above.

Murphy shall remain on Step 8 retroactive to January 1, 2023 until October 9, 2023 and shall advance to Step 9 on October 10, 2023 retroactively to the date of his step increase. He shall then advance to Step 10 on October 10, 2024 and Step 11 on October 10, 2025 set forth in Appendix A, above.

APPENDIX B

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Officers Hired After 7/1/2021	3.00%	3.00%	2.50%
Step 1 - Deleted			
Step 1	\$56,235.94	\$56,235.94	\$56,235.94
Step 2	\$60,281.78	\$60,281.78	\$60,281.78
Step 3	\$63,371.78	\$63,371.78	\$63,371.78
Step 4	\$66,582.29	\$66,582.29	\$66,582.29
Step 5	\$70,702.29	\$70,702.29	\$70,702.29
Step 6	\$76,102.58	\$76,102.58	\$76,102.58
Step 7	\$81,252.58	\$81,252.58	\$81,252.58
Step 8	\$86,327.39	\$86,327.39	\$86,327.39
Step 9	\$91,803.90	\$91,803.90	\$91,803.90
Step 10 - Adjusted	\$97,596.00	\$97,596.00	\$97,596.00
Step 11	\$103,390.37	\$106,492.08	\$109,154.38
Sergeant 1	\$107,005.67	\$110,215.84	\$112,971.24
Sergeant 2	\$110,790.92	\$114,114.65	\$116,967.51
Althamer	Step 2 & 3	Step 3 & 4	Step 4 & 5

Althamer shall remain on Step 2 retroactive to January 1, 2023 until July 11, 2023 and shall advance to Step 3 on July 12, 2023 retroactively to the date of his step increase. He shall then advance to Step 4 on July 12, 2024 and Step 5 on July 12, 2025 set forth in Appendix B, above