

**BOROUGH OF FREEHOLD**

**AND**

**FREEHOLD BOROUGH P.B.A., LOCAL #159**

**AGREEMENT**

**JANUARY 1, 2015 - DECEMBER 31, 2017**

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**PREAMBLE**

This Agreement, made by and between the Borough of Freehold, in the County of Monmouth, a Municipal Corporation of the State of New Jersey (hereinafter called "the Borough"), and Freehold Borough Police Benevolent Association, Local #159, (hereinafter called "the Association"), represents the complete and final understanding between the Borough and the Association.

**ARTICLE 1: RECOGNITION OF ASSOCIATION**

The Borough recognizes the Association during the term of this Agreement as the exclusive representative of the Freehold Borough Police Department up to and including the rank of Sergeant and further excluding confidential employees.

**ARTICLE II: PURPOSE OF AGREEMENT**

**SECTION 1:**

It is the intent and purpose of the parties hereto that this Agreement cover rates of pay, hours of work, and conditions of employment.

**SECTION 2:**

It is recognized that by granting the benefits contained herein, the Borough is adding greatly to the cost of operation and increasing the burden upon the taxpayers of the Municipality. This Agreement, therefore, is made with the understanding that the Association and its members will continue to cooperate with the Borough in promoting better efficiency and more production per manhour. It is further recognized that the successful operation of the Municipality can be assured only through the cooperation of the parties hereto.

**SECTION 3:**

In consideration of the obligations assumed by the Borough of this Agreement, the Association recognizes its responsibilities to secure and sustain maximum productivity and cooperation per employee during the term of this Agreement in order that the

Borough may receive a fair return for the benefits and materials contained herein. It is further understood and agreed that the Borough will cooperate with the employees and the Association in order to assure that each of the parties hereto shall secure maximum benefits from the within Agreement and engage in a period of mutual cooperation.

**ARTICLE III: MANAGEMENT RIGHTS CLAUSE**

It is recognized that the Borough has, and will continue to retain, the rights and responsibilities to direct the affairs of the Police Department in all its various aspects. Among the rights retained by the Borough are its rights to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for the subcontract-out services; to relieve employees for legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement, and that a grievance may be filed by the Association alleging such conflict.

**ARTICLE IV: EMPLOYEE RIGHTS**

**SECTION 1:**

The Borough and the Association agree not to discriminate against any employee on the basis of race, color, creed, sex or national origin.

**SECTION 2:**

The Borough and the Association agree not to interfere with the rights of employees to become or not become members of the bargaining unit; and further, that there shall be no discrimination or coercion against any employees because of Association membership or non-membership.

**SECTION 3:**

No employee shall be disciplined without just cause.

**SECTION 4:**

All employees shall receive a copy of anything (other than confidential letters of reference) placed in his personnel file. The employee shall sign the file copy for the sole purpose of indicating receipt of a copy.

**SECTION 5:**

The Borough shall recognize that there shall be no discrimination towards any member of the P.B.A. by reason of sex, race, age, creed, racial origin, political or religious affiliation with regard to opportunity for advancement or continuation of employment.

**ARTICLE V: GRIEVANCE PROCEDURE**

**SECTION 1: GENERAL**

In the operation of the Police Department, it is recognized that, on occasion, a complaint may arise between the Borough and the Association, or between the Borough or any one or more employees concerning interpretation, application or violation of policies, agreements, and administrative decisions affecting them. The Borough and the Association earnestly desire that such grievances be promptly settled so that the efficiency of the Department shall not be interrupted, and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise, which procedure will be kept informal, is outlined hereinafter.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

**SECTION 2: PROCEDURE TO BE FOLLOWED**

The Association and the Borough specifically agree that the grievance procedure shall be the sole and exclusive method available for adjusting employee complaints, except such

additional methods as are provided for in Civil Service Regulations affecting the job category for the employees who are affected by the within Agreement. Accordingly, the Association pledges that if any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article, and pending such a settlement, all employees shall carry out their assignments as directed by the Borough and their supervisory officers.

If any employee should refuse to follow the settlement procedure herein, but rather takes some other action, except such action as is provided for in Civil Service Regulations, such other action shall constitute a violation of this Agreement, and shall make the employees and all other employees participating in such violation subject to disciplinary procedures at the discretion of the Borough, and subject to the provisions of the Civil Service Regulations. Any discharge or disciplinary action by the Borough or supervisory employee may be appealed by the employee or the Association in accordance with the grievance procedure. A complaint or grievance of any officer relating to conditions of work, if not otherwise provided for in law, rules, or regulations shall be settled in the following manner:

Step One: The aggrieved shall institute action under the provisions hereof within seven (7) calendar days after the event giving rise to the grievance. The action will be instituted by the grievant submitting a signed statement setting forth, in writing, a concise factual report of the grievance. An earnest effort shall be made to settle the differences between the aggrieved and the Lieutenant/Captain on duty at the time the grievance is filed for the purpose of resolving the matter informally. Failure to institute action within the said seven calendar day limitation may be extended upon presentation to the Borough of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time.

The Lieutenant/Captain shall make an effort to resolve the problem within a reasonable time, but shall render a decision in writing within seven (7) days after receipt of the grievance.

Step Two: If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within five (5) calendar days after the answer at the first step. The Chief, or his designee, shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. The Chief's answer to the second step

shall be delivered, in writing, to the grievant and the Association within seven (7) calendar days after the meeting.

Step Three: If the aggrieved person is not satisfied with the handling or result of the grievance at the second step, he may, within five (5) calendar days, notify the Business Administrator that he wishes to have the Administrator rule on the aggrieved matter. A meeting shall be set within ten (10) days after the Business Administrator has received the request that he or she rule on the matter. The Business Administrator's decision shall be delivered, in writing, to the grievant and the Association within ten (10) calendar days after said meeting.

Step Four: Should the aggrieved person be dissatisfied with the decision of the Business Administrator, and if the grievance alleges a violation, misapplication or misinterpretation of the specific provisions of this Agreement, the Association may submit the dispute to final and binding arbitration pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission (PERC). The decision of the arbitrator shall be final and binding on all parties to the dispute. The arbitrator shall limit his decision to the issue submitted, and he shall be without power to add to, delete from, or modify the provisions of this Agreement.

### **SECTION 3: REPRESENTATION**

In using the grievance procedure established herein, an employee is entitled at each step to be represented by his Association representative or an attorney chosen by the Association or individual grievant, but not by both. However, both may be present.

### **SECTION 4: TIME LIMITS**

Failure by the aggrieved or the Association to forward a grievance within the specified time limits shall terminate the grievance. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to advance to the next step.





**ARTICLE VI: COMPENSATION/SALARY**

The compensation schedule can be found in Attachment I and is defined as follows:

- A.           I.     Employees hired prior to January 1, 2012:  
                  Please see Attachment I attached.
- II.    Employees hired subsequent to January 1, 2012:  
                  Please see Attachment I attached.
- B.           Movements within grade will be based upon effective date of accession to rookie status.
- C.           Holiday pay as a separate benefit no longer exists. The above-mentioned salary guide has been revised in a manner that incorporates the value of the benefit into the base wage.

**ARTICLE VII: PERSONAL DAYS**

**SECTION 1:**

The employees shall be granted four (4) personal days per year, noncumulative, and at regular pay.

**SECTION 2:**

The personal days must be used within the calendar year and shall not be cumulative from year to year.

**SECTION 3:**

Personal days may be taken with planned vacation days, provided that requests are made in a manner that is consistent with current procedures.

**ARTICLE VIII: LONGEVITY**

**SECTION 1:**

In addition to the compensation provided in Article VI, employees who are subject to this Agreement and were hired prior to January 1, 2004 shall also receive longevity payments based on years of employment, on their anniversary date, as follows:

<u>Length of Service</u>	<u>Longevity Pay</u>
3 Years	\$ 1,150
5 Years	1,800
10 Years	2,800
15 Years	3,400
20 Years	4,150

**SECTION 2:**

Employees hired subsequent to January 1, 2004 shall receive longevity compensation as per the following schedule:

<u>Length of Service</u>	<u>Longevity Pay</u>
5 Years	\$ 1,800
10 Years	2,800
15 Years	3,400
20 Years	4,150

**SECTION 3:**

Employees hired subsequent to January 1, 2012 shall receive longevity compensation as per the following schedule:

<u>Length of Service</u>	<u>Longevity Pay</u>
15 Years	\$ 1,500
20 Years	2,000
25 Years	2,500

**SECTION 4: SERGEANT'S LONGEVITY**

Effective January 1, 2008, Sergeants will receive additional longevity compensation as per the following schedule:

<u>Length of Service</u>	<u>Longevity Pay</u>
10 Years of Service	\$ 800 per year
15 Years of Service	900 per year
20 Years of Service	1,000 per year

**ARTICLE IX: COMPENSATION**

**SECTION 1:**

If, under the pressures of business, it is necessary that a sergeant be assigned to duties of a higher rank due to sickness, then that sergeant temporarily assigned to the higher rank, if he performs the services for a period of forty (40) consecutive hours or more, shall receive for such continued services, after said initial forty (40) hours, the pay of the higher rank for the period of such services up to seventy (70) days.

**SECTION 2:**

Whenever a sergeant is not on duty, the senior patrolman (Officer in Charge) shall be paid at the sergeant's rate of pay for that particular shift, provided the patrolman works as a supervisor for more than two (2) hours on that shift. In lieu of compensation, the Officer in Charge can opt for two (2) hours of compensatory time for a full shift. In other words, four (4) hours of Officer in Charge time would equate to one (1) hour of compensatory time.

**ARTICLE X: DETECTIVE INCREMENT**

**SECTION 1:**

Any member permanently assigned as a Detective or Detective Sergeant shall receive additional compensation of one thousand dollars (\$1,000) per year added to their base salary.

**ARTICLE XI: OVERTIME**

**SECTION 1:**

The Borough has the right to schedule overtime work as required in a manner most advantageous to the Municipality and consistent with the requirements of the Borough and public interest.

**SECTION 2:**

Overtime opportunities will be distributed as equally and practically among employees in the same classification, department, and shift.

### SECTION 3:

Time-and-a-half of the employee's regular rate of pay shall be paid for work under the following conditions:

- a. All work performed in excess of the regular work day of eight and one-half (8 ½) hours;
- b. All overtime work in excess of the employee's regularly scheduled days for the pay period;
- c. If an employee is called in especially for overtime work, he shall be entitled to compensation for not less than two (2) hours overtime pay.
- d. It is agreed that every effort will be made that Court appearances will be scheduled to avoid overtime work. If such scheduling cannot be made and overtime work is required by reason of a Court appearance, the employee shall be compensated overtime pay for such appearance for actual time worked, and paragraph (c) herein shall not apply.

### SECTION 4: COMPENSATORY TIME OFF

An officer can request compensatory time off in lieu of receiving overtime pay. Compensatory time will be earned at the rate of one and one-half hours (1 ½) for every extra duty worked. An officer cannot accumulate more than forty (40) hours of compensatory time at any time, unless specific authorization is received from the Chief of Police. There shall be no time limit within which an employee has to use any of the forty (40) hours of accumulated compensatory time. An employee can require payment for all compensatory time in excess of forty (40) hours.

It is the responsibility of the shift sergeant or officer in charge of the shift to authorize compensatory time off. Compensatory time off can only be approved when the shift sergeant or officer in charge is sure that sufficient officers are present to provide adequate shift coverage for the particular shift in question, given existing community policing needs as determined by the Chief of Police. No officer will be called in on an overtime basis or compensatory time basis to fill a shift to allow another officer to take compensatory time off.

**SECTION 5: FLEX TIME - DETECTIVES/INVESTIGATORS:**

All detectives assigned to work a five (5) day work week (8 hours per day; 5 days on and 2 days off, Monday - Friday) shall be entitled to the following:

1. The on-call detective shall receive twelve (12) hours of flex time (as defined below) for each seven (7) day work period that they are assigned to be on call. Upon completion of the on-call work week, the respective detective will submit a time card to the Chief of Police indicating the hours earned for that period as well as the total hours accumulated.
2. Each detective shall be required to work 2,080 hours per calendar year, excluding any vacation, personal, administrative, compensatory and sick time taken.

As previously established, any detective scheduled to work less than 2,080 hours per calendar year shall be required to make up such said time in the same manner as the patrol division.

Conversely, any detective scheduled to work in excess of 2,080 hours shall be permitted to take said time as administrative leave in the same manner as the patrol division.

Flex time shall be earned, accrued, and utilized in the same manner as compensatory time with the exception that it is agreed that it must be utilized as time off and cannot be surrendered for cash payment.

**ARTICLE XII: VACATION**

**SECTION 1:**

Within the first year of service, an employee shall receive one (1) working day's vacation for each month of service from the date of his regular appointment, up to and including December 31<sup>st</sup> following such date of appointment.

**SECTION 2:**

After the first year and up to and including five (5) years of employment, each employee shall have fourteen (14) working days vacation.

During the sixth year and up to and including ten (10) years of employment, each employee shall have sixteen (16) working days vacation.

**SECTION 3:**

During the eleventh year and up to and including fifteen (15) years of employment, each employee shall have twenty one (21) working days vacation.

**SECTION 4:**

During the sixteenth year and up to and including twenty (20) years of employment, each employee shall have twenty-four (24) working days vacation.

**SECTION 5:**

Vacations may be taken throughout the year and may not be restricted to certain periods, regardless of manpower.

**SECTION 6:**

During the twenty-first year and up to retirement, each employee shall have the option to convert up to six (6) sick days to vacation days, provided that the employee has the available sick time. This section shall take effect January 1, 2009.

**SECTION 7:**

Any officer who has accumulated one hundred (100) sick days (800 sick hours) may convert six (6) of those sick days (48 hours) to vacation days. Vacation days used as a result of this conversion cannot create overtime. All conversion requests must be declared by January 15<sup>th</sup> of each year.

Note: Vacation time is also addressed in Attachment II (Pitman Schedule).

**ARTICLE XIII: COLLEGE CREDIT**

The following Degrees shall be in Police Science from an accredited college, and the following shall be awarded to each employee commencing January 1, 1985:

Associate Degree	\$ 800.00 per year
B. A. Degree	1,500.00 per year
M.A. or Law Degree	2,000.00 per year

For those with an Associates Degree in Police Science, the B.A. Degree can be in a related Liberal Arts subject such as Sociology, Psychology, Political Science, etc. All officers hired subsequent to January 1, 2012 will not be entitled to this benefit.

**ARTICLE XIV: HOLIDAYS**

This Section has been deleted. Please reference Article VI.

**ARTICLE XV: REPRESENTATION FEE**

**SECTION 1:**

If an employee does not become a member of the Union during any membership year, (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as a majority representative.

**SECTION 2:**

Prior to the beginning of each membership year, the Union will notify the employer in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% (eighty-five percent) of that amount.

**SECTION 3:**

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the employer a list of those employees who have not become members of the Union for the

then current membership year. The employer will deduct from the salaries of such employees, in accordance with Section 4 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

**SECTION 4:**

The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the employer; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

**SECTION 5:**

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

**SECTION 6;**

The Union will notify the employer, in writing, of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the employer received said notice.



**SECTION 7:**

The Union agrees to indemnify and hold the employer harmless against any liability which may arise by reason of any action taken by the employer in complying with the provisions of this Article, provided the employer gives the Union timely notice, in writing, of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

**ARTICLE XVI: MEDICAL, DENTAL, LIFE, ETC. INSURANCE**

**SECTION 1:**

a. The Borough of Freehold shall continue to provide employees and their dependents medical insurance and prescription coverage through the New Jersey State Health Benefits Plan, or a comparable insurance plan, including an approved Health Maintenance Organization. Employees who opt to have medical insurance coverage will be required to contribute the requisite amount as prescribed by New Jersey State Law. (Dental insurance is covered in Section 3).

**SECTION 2:**

Employees, while rendering aid to another community at the direction of their supervisor, shall be fully covered while rendering such mutual aid by Workmen's Compensation, liability, and life insurance and pension as provided by State law.

**SECTION 3:**

The Borough shall provide dental insurance coverage for employees and their families based upon a 70/30 plan with the Borough paying the full cost of the supercomposite premium.

**SECTION 4:**

Each employee shall be eligible to receive \$150.00 per year towards the purchase of eyeglasses for the employee. The

\$150.00 will be paid upon presentation of a receipt indicating purchase of prescription eyeglasses for the employee.

**SECTION 5:**

The Borough shall maintain a false arrest and professional liability insurance policy.

**SECTION 6:**

The Borough shall participate in the New Jersey Unemployment and Disability Insurance Programs with members contributing to the program in the manner stipulated by State regulation.

**ARTICLE XVII: SICK LEAVE**

**SECTION 1:**

Sick leave with pay shall be applicable only to permanent employees in the classified Civil Service of the Borough of Freehold as set forth hereinafter.

**SECTION 2:**

Within the first year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service from the date of his regular appointment up to and including December 31 following such date of appointment.

**SECTION 3:**

After the first year of employment, each employee shall have fifteen (15) days of sick leave (120 hours) with pay for each calendar year thereafter.

**SECTION 4:**

Sick leave not taken shall accumulate to the employee's credit from year to year, and the employee shall be entitled to such accumulative sick leave with pay if and when needed.

**SECTION 5:**

When an employee retires, he shall be entitled to one-half (1/2) pay for accumulative sick leave in an amount not to exceed \$15,000.00. The retiring employee shall advise the Borough Clerk of the employee's intention to retire by November 1<sup>st</sup> of the year prior to the retirement so that sufficient funds can be incorporated into the Municipal Budget. For all officers hired subsequent to January 1, 2012, the accumulative sick leave benefit will be capped at \$7,500.00. For all officers hired subsequent to January 1, 2015, the accumulated sick leave benefit shall be capped at \$5,000.00.

Note: Sick leave is also addressed in Attachment II (Pitman Schedule).

**ARTICLE XVIII: DEATH LEAVE**

Employees shall be granted four (4) days of paid leave for a death in an employee's immediate family. "Immediate family" means mother, father, step-mother, step-father, spouse, child, foster or stepchild, sister, brother, mother-in-law, father-in-law, grandmother or grandfather of the employee. It shall also include relatives of the employee residing in the employee's household. Common law spouses and legally established guardianship of children are included in the above definition.

Additionally, three (3) days shall be granted for aunts, uncles, nieces, nephews, and grandparents of the spouses. These three (3) days shall be charged against sick leave.

Employees shall be granted two (2) days of paid leave for the death of a step-sibling, upon presentation of sufficient proof.

**ARTICLE XIX: PENSION PLAN**

The Borough shall continue, for the lifetime of this Agreement, to pay the Borough's portion of the pension costs under the Police and Firemen's Retirement System of New Jersey in effect at the signing of this Agreement.

**ARTICLE XX: RETIREMENT HEALTH BENEFITS**

The Borough shall continue to provide health insurance benefits to an employee who has 25 years of creditable service or as required by law, and who is receiving retirement benefits from the Police and Firemen's Retirement System in the same manner that the Borough provided to the employee while he/she was on active status.

**ARTICLE XXI: AUTOMOBILE USE**

Employees who use their own car for travel authorized and scheduled by an appropriate Borough Supervisor shall receive mileage at the rate of fifteen cents (\$.15) per mile. The Borough shall pay necessary tolls and parking fees.

**ARTICLE XXII: NO STRIKE, ETC.**

**SECTION 1**

It is understood that there shall be no strikes, sitdowns, slowdowns, work stoppage or limitation upon activity or production during the life of this Agreement; nor shall any officer, representative or official of the Association authorize, assist, take part in, or encourage any such strikes, sitdowns, concerted failure to report for duty, work stoppage, or limitation upon production against the Borough. If any employee, or group of employees, represented by the Association should violate the intent of this paragraph, the Association, through its proper officers, shall promptly notify the Borough and such employee or employees in writing of its disapproval of such violation.

**SECTION 2:**

The Borough reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

**SECTION 3:**

Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such

judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

### ARTICLE XXIII: UNIFORMS

#### SECTION 1:

New employees shall receive one complete set of uniforms at the expense of the Borough. Clothing allowance ceased to exist on December 31, 2003.

### ARTICLE XXIV: SEPARABILITY AND SAVINGS

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

### ARTICLE XXV: WORK SCHEDULE

#### SECTION 1:

The work year shall be 2,080 hours per year per employee, including vacation, holidays, sick and personal days.

#### SECTION 2:

The work day shall consist of eight and one-half (8 ½) hours. Employees will work four (4) days and be off for two (2) days. Work shifts shall rotate:

Shift 1:	7:00 a.m. - 3:30 p.m.
Shift 2:	3:00 p.m. - 11:30 p.m.
Shift 3:	11:00 p.m. - 7:30 a.m.

Freehold Borough and the Police Benevolent Association have entered into an Agreement to implement the "Pitman Schedule".

The terms and conditions of this schedule can be found in Attachment II.

**SECTION 3:**

Whenever an employee's scheduled hours are less than 2,080 hrs. per year, the employee will be required to spend the hours between those actually scheduled and 2,080 hrs. in in-service training or any other work-related activity as approved by the Chief of Police or his designee.

**SECTION 4:**

Once assigned, shifts will not be changed by the employees without the approval of the Chief of Police or his designee. Employees requesting a change in shift must give a two-week notice to the Chief of Police or his designee.

**SECTION 5:**

Freehold Borough will be employing the Pitman Schedule on January 1, 2015 on a trial basis. The terms and procedures of this schedule are stipulated in the attached Memorandum of Understanding that was negotiated and agreed by representatives of Freehold Borough and the Police Benevolent Association Local 159.

**SECTION 6:**

Any officer performing off-duty law enforcement services (for outside contractors, etc.) shall continue to be deemed an employee of the Borough Police Department and is subject to departmental rules and regulations and the appropriate chain of command.

**ARTICLE XXVI: FULLY BARGAINED PROVISIONS**

**SECTION 1:**

This Agreement represents and incorporates complete and final understanding and settlement by the parties of all bargainable

issues which were or had been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**SECTION 2:**

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

**ARTICLE XXVII: DELEGATES' RIGHTS**

**SECTION 1:**

The Borough shall excuse the PBA delegate time off to attend the New Jersey State PBA monthly meetings.

**SECTION 2:**

The Borough shall excuse the PBA delegate time off to attend the New Jersey State PBA convention.

**SECTION 3:**

If the PBA delegate is unable to attend these meetings due to illness, injury, required court appearance, or military service, the PBA President or his designee may attend, provided that four (4) hour notice is given to the Chief of Police.

**ARTICLE XXVIII: VESTS**

Freehold Borough will provide from a choice of three to five vests from which to choose at time of vest renewal. All vests shall be rated, at a minimum, Level IIIA. Costs shall not exceed \$1,100.00 per vest.

**ARTICLE XXIX - DURATION OF AGREEMENT**

This Agreement will be effective as of January 1, 2015 and will terminate on midnight on December 31, 2017. Proposals for a successor Agreement may not be submitted prior to September 1, 2017. Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing.



IN WITNESS WHEREOF, the parties hereto set their hands and seals at the Borough of Freehold, County of Monmouth, State of New Jersey, on the date set forth beside each signature.

**BOROUGH OF FREEHOLD:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
J. NOLAN HIGGINS, MAYOR

Date: \_\_\_\_\_ Attest: \_\_\_\_\_  
JOSEPH B. BELLINA  
BUSINESS ADMINISTRATOR

Date: \_\_\_\_\_ Attest: \_\_\_\_\_  
TRACI L. DIBENEDETTO  
MUNICIPAL CLERK

**FREEHOLD BOROUGH P.B.A. #159:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature

**PBA SALARY SCHEDULE**  
**JANUARY 1, 2015 - DECEMBER 31, 2017**

**ATTACHMENT I.**

**SALARY SCHEDULE--OFFICERS HIRED PRIOR TO 01/01/12**

	<u>1/1/2015</u>	<u>7/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>7/1/2017</u>
SERGEANT	\$ 114,910	\$ 116,059	\$ 118,380	\$ 119,564	\$ 120,759
1ST CLASS	\$ 106,573	\$ 107,638	\$ 109,791	\$ 110,889	\$ 111,998
2ND CLASS	\$ 93,895	\$ 94,834	\$ 96,730	\$ 97,698	\$ 98,675
3RD CLASS	\$ 87,635	\$ 88,511	\$ 90,282	\$ 91,184	\$ 92,096
4TH CLASS	\$ 78,762	\$ 79,549	\$ 81,140	\$ 81,952	\$ 82,771
5TH CLASS	\$ 68,840	\$ 69,528	\$ 70,919	\$ 71,628	\$ 72,344
ROOKIE (UPON GRADUATION)	\$ 43,539	\$ 43,975	\$ 44,854	\$ 45,303	\$ 45,756
ACADEMY	\$ 39,580	\$ 39,976	\$ 40,775	\$ 41,183	\$ 41,595

**SALARY SCHEDULE--OFFICERS HIRED AFTER 01/01/12**

	<u>1/1/2015</u>	<u>7/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>7/1/2017</u>
SERGEANT	\$ 114,910	\$ 116,059	\$ 118,380	\$ 119,564	\$ 120,759
STEP 14	\$ 106,573	\$ 107,638	\$ 109,791	\$ 110,889	\$ 111,998
STEP 13	\$ 103,420	\$ 104,455	\$ 106,544	\$ 107,609	\$ 108,685
STEP 12	\$ 100,269	\$ 101,272	\$ 103,297	\$ 104,330	\$ 105,374
STEP 11	\$ 97,118	\$ 98,089	\$ 100,051	\$ 101,052	\$ 102,062
STEP 10	\$ 89,765	\$ 90,862	\$ 92,475	\$ 93,400	\$ 94,334
STEP 9	\$ 82,411	\$ 83,235	\$ 84,900	\$ 85,749	\$ 86,608
STEP 8	\$ 75,057	\$ 75,808	\$ 77,324	\$ 78,097	\$ 78,878
STEP 7	\$ 67,703	\$ 68,380	\$ 69,748	\$ 70,445	\$ 71,150
STEP 6	\$ 60,349	\$ 60,953	\$ 62,172	\$ 62,794	\$ 63,422
STEP 5	\$ 57,985	\$ 58,565	\$ 59,737	\$ 60,334	\$ 60,937
STEP 4	\$ 50,632	\$ 51,138	\$ 52,161	\$ 52,682	\$ 53,209
STEP 3	\$ 48,268	\$ 48,750	\$ 49,725	\$ 50,222	\$ 50,725
STEP 2	\$ 45,903	\$ 46,363	\$ 47,290	\$ 47,763	\$ 48,240
ROOKIE - STEP 1 (UPON GRADUATION)	\$ 43,539	\$ 43,975	\$ 44,854	\$ 45,303	\$ 45,756
ACADEMY	\$ 39,580	\$ 39,976	\$ 40,775	\$ 41,183	\$ 41,595

ATTACHMENT II.

MEMORANDUM OF AGREEMENT  
BOROUGH OF FREEHOLD  
AND  
FREEHOLD BOROUGH P.B.A. LOCAL #159

This Memorandum of Agreement, made by and between the Borough of Freehold, in the County of Monmouth, a Municipal Corporation of the State of New Jersey (hereinafter called "the Borough"), and Freehold Borough Police Benevolent Association, Local #159 (hereinafter called "the Association"), represents the understanding between the Borough and the Association.

It is the intent and purpose of the parties hereto that this Agreement shall cover hours of work, specifically a Pitman Schedule, and other conditions of employment. The parties recognize that the current Collective Bargaining Agreement expires December 31, 2014. The parties have entered into preliminary negotiations and have reached agreement on certain terms and conditions. This Memorandum of Agreement covering the Pitman Schedule shall be for a term of one (1) year, at the expiration of which the efficacy of the schedule shall be reviewed by the Borough.

This Memorandum of Agreement is made with the understanding that the Association and its members will continue to cooperate with the Borough in promoting better efficiency and more production per man-hour. It is further recognized that the successful operation of the Municipality can be assured only through the cooperation of the parties hereto.

Whereas, the Parties have reached agreement on several items which will enable the Parties to move forward.

Now, therefore, the Parties agree as follows:

1. At the request of the Association, the Borough and the Police Department will engage in a pilot program wherein the Police Department will operate on a "Pitman Schedule" in which the police officers will work a twelve (12) hour day, with the

schedule working over a fourteen (14) day cycle. The schedule of shifts shall be:

Shift 1: 08:00 a.m. to 8:00 p.m.  
Shift 2: 8:00 p.m. to 08.00 a.m

With the exception of the Detective Bureau, officers shall be permanently assigned to either Shift 1 or Shift 2, with a flip in the rotation occurring in April and August.

2. This Agreement shall run for a period of one (1) year, from January 1, 2015 through December 31, 2015, at which time the Borough shall review the effectiveness of the Pitman Schedule. The Borough reserves the right to discontinue the Pitman Schedule at the expiration of this term if it determines that the schedule has had a negative impact on the operation and efficiency of the police department. Factors to be used to determine the impact of the Pitman Schedule shall include, but not be limited to:

- a. Overtime Analysis: Did police overtime for 2015 exceed the average police overtime for years, 2011, 2012, and 2013 by more than 2%?
- b. Sick Time: Did sick time usage increase by 10% or more from the sick time usage in 2013?
- c. Municipal Court: Has the schedule had a negative impact on the operation of the Municipal Court, including, but not limited to, availability of officers?

3. The Association reserves the right to discontinue the Pitman Schedule at the expiration of this term and any extension hereto.

4. As to the Pitman Schedule, the Borough hereby establishes the following, subject to change at the discretion of the Borough, and upon consultation with the Association:

- a. The specific shift hours to be worked, i.e. 8:00 a.m. to 8:00 p.m., and 8:00 p.m. to 8:00 a.m. or similar.
- b. Flipping of shifts on an established basis as set forth hereinabove.
- c. Establishment of minimum manpower during the specific time period of 02:00 a.m. to 2:00 p.m.

- d. The Pitman Schedule shall not be applicable to officers serving in the Detective Bureau.
- e. Vacation time shall be measured by the day, and may be taken in six (6) hour time increments (half of a shift).
- f. Personal days shall be measured by the day, and may be taken in six (6) hour increments (half of a shift).
5. Eligible Officers operating under the Pitman Schedule shall be entitled to one hundred twenty (120) sick time hours annually (previously 15 days).
6. Eligible officers operating under the Pitman Schedule shall be entitled to convert forty eight (48) sick time hours (previously 6 days) to vacation time hours.
7. Eligibility shall be as defined in the Collective Bargaining Agreement.
8. Any discipline imposed by way of suspension shall be measured by a twelve (12) hour work day (1 day suspension = one 12 hour work day.)
9. Discontinuation of Pitman Schedule: In the event the Borough elects to discontinue the Pitman Schedule at the expiration of this term, based upon the evaluation as set forth hereinabove, the remainder of the agreed upon Collective Bargaining agreement shall remain in full force and effect.
10. Management Rights: It is recognized that the Borough has and will continue to retain the right and responsibility to direct the affairs of the police department in all its various aspects. Among the rights retained by the Borough are:
  - a. Its right to direct the working forces; to plan, direct, and control all the operations and services of the department.
  - b. To determine the methods, means, organization, and personnel by which such operations and services are to be conducted.

- c. To contract for the subcontract-out services.
- d. To relieve employees for legitimate reasons.
- e. To make and enforce reasonable rules and regulations.
- f. To change or eliminate existing methods, equipment, or facilities.

Provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement or the Collective Bargaining Agreement, and that a grievance may be filed by the Association alleging such conflict.

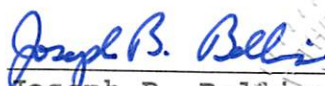
11. During the term of this Agreement, and any extension hereto, the parties may, by mutual agreement, elect to discontinue or revise the Pitman Schedule as described herein.

12. This Memorandum of Understanding shall be reviewed annually and may be renewed as agreed upon between the parties. In the event this Memorandum of Understanding is not renewed on or before November 30<sup>th</sup> of any given year, the work schedule shall revert back to the schedule set forth in the current Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals at the Borough of Freehold, County of Monmouth, State of New Jersey on the date set forth beside each signature.

BOROUGH OF FREEHOLD:

Date: 4/14/15

  
Joseph B. Bellina  
Business Administrator

Date: 4/14/15


Attest:   
Traci L. DiBenedetto, R.M.C.

FREEHOLD BOROUGH P.B.A. #159:

Date: 4/14/2015

By: 

Date: 4/14/2015

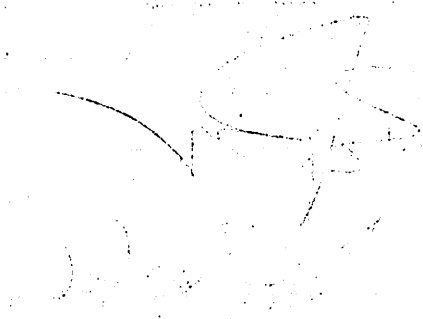
Attest: 

Date:

Attest: \_\_\_\_\_

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