

**AGREEMENT**  
**BETWEEN**  
**HOLMDEL TOWNSHIP POLICE SERGEANTS**  
**PBA LOCAL 239**  
**-And-**  
**TOWNSHIP OF HOLMDEL**  
**JANUARY 1, 2016 through DECEMBER 31, 2018**

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**ARTICLE I**  
**RECOGNITION**

The Township of Holmdel recognizes the Holmdel Township Police Benevolent Association, Local 239, as the exclusive representative for all Sergeants of the Holmdel Township Police Department, for the purpose of negotiations and representation for this contract.

**ARTICLE II**  
**SALARIES**

1. The salaries of all Sergeants covered by this agreement are set forth below.
2. The following are the steps covering Sergeants:
  - A. Sergeant 2<sup>nd</sup> Class - a Sergeant who has been so designated for a period of less than one year.
  - B. Sergeant 1<sup>st</sup> Class- a Sergeant who has been so designated for a period of one year, and is beginning his second year.
  - C. Detective Sergeant - a Sergeant who has been assigned to the Investigation Division by the Chief of Police, and agreed to by the Township Committee.
3. Salaries:

	2016	2017	2018
Sergeant 2 <sup>nd</sup> Class	111,678.78	113,912.36	116,190.60
Sergeant 1 <sup>st</sup> Class	121,607.46	129,139.61	131,722.40
Detective Sergeant	+ 1,000.00	+ 1,000.00	+ 1,000.00

**ARTICLE III**  
**SCHEDULE AND OVERTIME**

1. Sergeants assigned to the Patrol Force shall adopt to a shift of twelve (12) hours, based upon a fourteen (14) day work period.

A. Sergeants shall work approximately sixty (60) hours during one week (Monday through Sunday) of the fourteen-day work period and approximately twenty-four (24) hours during the other week (Monday through Sunday) of the fourteen-day work period.

B. Each tour of duty within the Sergeant Division shall consist of twelve (12) hours.

C. The work schedule for Sergeants shall normally follow either of the following two work sequences:

1. two (2) days on, followed by two (2) days off, three (3) days on followed by two (2) days off, two (2) days on followed by three (3) days off; OR

2. two (2) days off followed by two (2) days on, three (3) days off followed by two (2) days on, two (2) days off followed by three (3) days on.

D. Under the 12-hour work schedule, if operational throughout an entire 52-week calendar year, Sergeants shall work in excess of 2080 hours. To compensate for the excess hours worked, employees on the 12-hour work schedule may accrue up to 108 comp hours, which shall be scheduled by the Patrol Lieutenant.

2. All other sergeants so assigned (including but not limited to Traffic Safety, Detective, Juvenile, and Policy/Training Assignments) shall work a schedule of eight (8) hours per day, five (5) days per week, for a forty (40) hour work week.

3. The Chief of Police shall determine the manning level (the exact number of sergeants of the patrol force) necessary for the 12-hour schedule. In addition, the Chief of Police shall also have the managerial right to alter said manning levels as he deems appropriate and necessary to ensure the efficient operation of the Department and/or where said adjustment shall be in the best interests of the Department and public safety.

4. The regular hours of employment of a patrol Sergeant of the Holmdel Township Police Department shall not exceed twelve (12) consecutive hours in a shift.

5. Sergeants shall receive overtime pay as follows:

A. Where funding from salaries at overtime rates is received from the Federal Government, State Government or County Government, for specific projects, a Sergeant shall receive one and one-half (1.5) times his regular hourly pay for those hours he works outside his normal duty hours and for which the Township receives direct reimbursement from these other levels of government for the specific project. Examples of past projects to which this would apply in the future are County Park Detail billed to the County Park System, and the Driving While Intoxicated Federal Grant Program.

B. Where overtime rate has been established pursuant to Article IV, Holiday Pay, that Section shall govern.

C. The Township shall pay Sergeants for all overtime worked at time and one-half (1½). In exchange, Sergeants agree to be compensated on an hour-for-hour basis at their overtime rate for off-duty attendance at staff and/or Sergeant Meetings.

1. Overtime hours shall be paid at a rate of one and one-half (1½) times the hourly rate of the individual Sergeant who has worked these said hours.

2. Overtime hours are subject to the approval of the Chief of Police, and statutory restrictions, as applicable. These hours shall begin at such time as the sergeant officially arrives at his assigned duty location.

3. If a Sergeant is called in to duty from his residence, or other location, other than time which would be a continuation of a regular shift or time that would continue into a

regular shift, he will receive a minimum of four (4) hours overtime, or the equivalent of six (6) hours of the individual Sergeants' regular hourly pay rate.

4. Training, including firearms qualification, shall occur throughout the year, based upon the schedule set by the Chief of Police. If applicable, any sergeant required to perform training at any time other than regularly scheduled work time shall be compensated in the form of compensatory time, which shall be accrued at the rate of one and one-half times for each hour, or fraction thereof, worked by the sergeant.

D. In accordance with the past practice of this Department, compensation ("comp.") time shall continue to be an option of each employee in lieu of cash payment for overtime work. Said compensatory time shall be accrued at the rate of one and one-half (1½) times for each hour worked or fraction thereof worked by the employee. Each employee shall be entitled to accrue and accumulate the total amount of one hundred (100) hours' worth of comp time into a bank. Once said one hundred (100) hours have been accrued, all further overtime compensation shall be in cash. Should an employee not utilize any or all of the comp. time within the bank, said bank shall be carried from year to year.

**ARTICLE IV**

**HOLIDAY PAY**

1. Sergeants of the Holmdel Township Police Department shall receive fifteen (15) paid holidays. The following days are said holidays:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 9. Columbus Day            |
| 2. Martin Luther King Day | 10. Veteran's Day (11/11)  |
| 3. Lincoln's Birthday     | 11. Thanksgiving           |
| 4. Washington's Birthday  | 12. Day after Thanksgiving |
| 5. Good Friday            | 13. Christmas Eve          |
| 6. Memorial Day           | 14. Christmas              |
| 7. Independence Day       | 15. Employee's Birthday    |
| 8. Labor Day              |                            |

2. If a Sergeant does not work on a holiday, he will receive eight (8) hours extra pay for the holiday. If a Sergeant works on a holiday, he will receive regular time, plus time and one-half (1/2) for the holiday. Only one (1) day shall be considered the holiday when the holiday may fall on a weekend.

3. The fifteen (15) days of holiday benefit referenced in Paragraph 1 of this Article shall be paid along with the regular payroll and folded into base pay for all calculation purposes.

4. Remaining holiday pay will be paid on the last pay period during the month of November.

**ARTICLE V**

**LONGEVITY**

1. Upon completion of five years of service with the Holmdel Township Police Department, longevity will be paid by the Township to each Sergeant on the Sergeant's anniversary date, defined as the Sergeant's first day of work for the Township.

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2. Beginning with the 6th year, a Sergeant's annual salary will be increased by:

Years of Service	Annual Amount
6 <sup>th</sup> through 10 <sup>th</sup>	\$ 2,000.00
11 <sup>th</sup> through 15 <sup>th</sup>	\$ 3,000.00
16 <sup>th</sup> through 20 <sup>th</sup>	\$ 4,000.00
21 +	\$ 5,000.00

3. For the purposes of payroll, the longevity payment shall be included in a Sergeant's regular paycheck, proportioned throughout the year. The annual payment is not cumulative.

4. All Longevity set forth in this Article shall be discontinued effective January 1, 2017.

**ARTICLE VI**

**VACATION / PERSONAL TIME**

1. Vacation Accrual

A. Sergeants of the Holmdel Police Department shall accrue vacation time as follows:

YEARS OF SERVICE	# DAYS VACATION
1-5 YEARS	112 HOURS
6-10 YEARS	136 HOURS
11-15 YEARS	160 HOURS
16-20 YEARS	176 HOURS
21-25 YEARS	200 HOURS
26+ YEARS	216 HOURS

2. Personal Accrual

A. Sergeants shall be entitled to two (2) personal calendar days off with pay per year. These days shall be scheduled ahead of time in accordance with the rules and procedures



established by the Chief of Police.

B. Sergeants shall also be entitled to utilize twelve (12) hours of personal time with pay per year from accumulated sick time. These hours shall be scheduled ahead of time with the rules and procedures established by the Chief of Police.

## ARTICLE VII

### CLOTHING

#### 1. Voucher System

A. Every Sergeant of the Holmdel Township Police Department shall receive a clothing allowance of five hundred seventy-five dollars (\$575.00).

B. The clothing allowance shall be administered through a voucher system. Clothing purchases must conform to the Local Public Contracts Law. Articles of uniform apparel or any regulation equipment as determined by the Chief of Police, if not under contract in accordance with the Local Public Contracts Law; may be purchased from any vendor provided they meet the standards established by the Chief of Police. The Township shall process and pay vouchers for all uniforms so purchased upon proper submission, up to the amount of the Sergeants' clothing allowance for the calendar year.

#### 2. Uniform Allowance

A. Effective January 1, 2017, an annual uniform allowance of one thousand, five hundred dollars (\$1,500) will be given to the Sergeant payable by check. This check shall replace the Voucher System set forth above.

#### 3. Clothing Maintenance Allowance

A. Every Sergeant employed by the Holmdel Township Police Department shall

receive a clothing maintenance allowance of Four Hundred Twenty-Five (\$425) dollars.

B. These amounts shall be paid each year beginning January 1 and ending December 31<sup>st</sup> and shall be paid to the selected cleaning establishment upon submission of a voucher for the set amount by each and every Sergeant in accordance with applicable Township ordinances and procedures.

C. Effective January 1, 2017, clothing maintenance allowances under this Section shall be payable to the sergeant by check.

## **ARTICLE VIII**

### **SICK LEAVE**

1. A Sergeant of the Holmdel Township Police Department shall accrue sick leave at a rate of one hundred twenty (120) hours per year in anticipation of continued employment.

2. A Sergeant, upon qualified retirement from the Police and Fire Retirement System, shall receive one-half (1/2) pay for any and all unused accrued sick leave up to a maximum of fifteen thousand dollars (\$15,000).

## **ARTICLE IX**

### **INSURANCE**

1. Life Insurance.

The Township shall provide each sergeant with \$20,000 group term life insurance which will be an insurance company of the Township's selection.

2. Medical / Hospitalization Insurance:

A. The Township of Holmdel shall make available medical and hospitalization insurance for every Sergeant actively employed by the Holmdel Township Police Department, and said Sergeant's eligible spouse and children.

B. Coverage shall be offered through Horizon Blue Cross Blue Shield of NJ and shall be subject to appropriate state and federal laws concerning health plans. The Township reserves the right to change carriers providing the level of benefits remains the same.

C. Effective January 1, 2017, the Township shall offer one health plan which shall be the Horizon High Deductible Health Savings Account (HSA) Plan.

1. Prescriptions shall be paid at 80% after deductible.
2. Mail order prescriptions shall be paid at 100% after deductible.
3. The deductible amount of \$2,500 (single coverage) or \$5,000 (family, 2 adult or parent/child(ren)) will be placed into a Health Savings Account in the employee's name every calendar year. In the event the amount of either or both deductibles change, the new amount will be placed in the HSA.

D. Each sergeant who elects coverage shall contribute to plan premium costs through payroll deductions as per the Pension and Health Benefit Reform Law (Chapter 78, P.L. 2011).

3. Dental Insurance

The Township will make available to each bargaining unit member actively employed a Dental Plan offered through Delta Dental, or a similar plan, at the cost of \$15.00 per month per employee for the current plan with a total annual benefit of \$1,000.00 per enrolled family member.

An optional plan with an annual benefit of \$1,500.00 per enrolled family member will be available at the cost of \$21.00 per employee per month.

4. Short-Term Disability Insurance

Holmdel Township provides a short-term disability (STD) benefits plan to eligible employees who are unable to work because of a qualifying disability due to an injury or illness. Employees in the following employment classifications are eligible to participate in the STD plan:

- ◆ Permanent/Provisional full-time employees
- ◆ Permanent/Provisional part-time employees (20 hours or more per week)

Eligible employees may participate in the STD plan subject to all terms and conditions of the agreement between the Township and the insurance carrier.

Disabilities arising from pregnancy or pregnancy-related illness are treated the same as any other illness that prevents an employee from working. Disabilities covered by workers' compensation are excluded from STD coverage.

Details of the STD benefits plan including benefit amounts, when they are payable, and limitations, restrictions, and other exclusions are described in the Summary Plan Description provided to eligible employees. Contact the Personnel Department for more information about STD benefits.

Employees unable to work who are receiving disability benefits will not continue to accrue sick leave, vacation leave and seniority during the period of their absence.

5. Long-Term Disability Insurance

Holmdel Township provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Employees in the following employment classifications are eligible to participate in the LTD plan:

- ◆ Permanent/Provisional employees (30 hrs/wk or more)

Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between the Township and the insurance carrier. Eligible employees may begin LTD coverage on the day following the completion of 90-days of employment.

Details of the LTD benefits plan including benefit amounts, and limitations and restrictions are described in the Summary Plan Description provided to eligible employees. Contact the Personnel Office for more information about LTD benefits.

Employees unable to work who are receiving disability benefits will not continue to accrue sick leave, vacation leave and seniority during the period of their absence. Medical benefits will continue in anticipation of employee's return to work. If an employee is on a prolonged medical leave with no definitive date for their return to full duty from their treating physician, the continuance of medical benefits will be evaluated on a case-by-case basis.

## ARTICLE X

### FUNERAL LEAVE

1. Sergeants employed by the Holmdel Township Police Department shall be entitled to three (3) days off in the event of the death of a member of his immediate family, or the immediate family of his spouse.
2. The Sergeant is entitled to these said three (3) days, but it is his option to take none, one, two, or three of the days.
3. The immediate family is spouse, mother, father, sister, brother, child, stepparents, stepchildren, and step-siblings of the Sergeant or his spouse.

4. With the specific approval of the Chief of Police additional days leave, where needed, can be granted. Such additional days shall be charged against accumulated sick leave.

## ARTICLE XI

### COLLEGE CREDITS

1. In addition to the Sergeant's salary, the Township shall pay a bonus for degrees acquired before or while a Sergeant is employed by the Holmdel Township Police Department. The degree shall be in a police related field such as Criminal Justice or other social science area at the discretion of the Township Committee. It must be obtained through credits gained by attending classes at an accredited college and granted by a college that awards degrees in residence. No external degrees, correspondence credits, or any non-attendance accreditation shall count in this determination. The payments shall be:

Associates Degree in Criminal Justice: \$ 500.00

Bachelor Degree in Criminal Justice: \$1,000.00

2. Payment shall be made as a bonus in the year a degree is obtained. In succeeding years, for payroll purposes; it shall be paid over the pay periods for that calendar year and each year thereafter.

3. Any Sergeant who will have payments under prior contracts for college credits accumulated in an amount that would exceed the payments in Section 1 above, shall continue to receive yearly payments of the amount so earned until such time as he receives a degree which would pay a bonus higher than the amount he is receiving for accumulated credits. At that time he would receive the amount for the degree and the college credit amount would be discontinued. If this

changeover point occurs in mid-year, the difference shall be pro-rated from the time of the award of the degree.

## ARTICLE XII

### GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure fair and consistent interpretations in this contract and its administration. The parties agree that this procedure is applicable only to the interpretation and administration of this agreement.

2. A grievance is an appeal of an interpretation, application or violation of policies, agreements and administrative decisions affecting an individual officer or group of officers.

3. Any interpretation or application or question of violation of policies, agreements or administrative decisions; not involving statutory or regulatory provisions or interpretation or application of provisions of this agreement or compliance therewith are agreed to be management rights and may be brought directly by the officer or officers affected to the Chief of Police for review. The decision of the Chief of Police on these issues shall be final.

4. A grievance concerning the interpretation or application of provisions of this contract can be pursued by the individual or individuals directly affected or the P.B.A. An individual or group of individuals shall retain the right to pursue the grievance on his own at any point.

5. A grievance concerning this agreement as defined in 4 above shall follow the following procedure:

A. Any officer who believes that the contract interpretation has been applied incorrectly to him may institute an action to resolve the matter within his next five (5) working days of the occurrence of the incident or interpretation, by discussing the matter with the Chief of Police, who


may refer the matter directly to the Administrator or attempt to resolve it with the officer. If the Chief of Police is not able to resolve the grievance, he shall refer it to the Administrator. The Administrator shall review the matter with the officer and the Chief of Police, and if the matter is not able to be resolved at that point, the informal procedure shall terminate.


B. If the grievance was filed timely and was not able to be resolved informally, the officer or his representative, if authorized as in 4 above, and the Administrator shall each forward to the Township Committee, through the Township Clerk, a written statement of the grievance and an explanation of the requested resolution.

Within seven (7) days of receipt of such written notice, the Township Committee shall schedule a hearing before the full committee or a selected subcommittee or individual. Both parties shall be authorized representation of their choosing at this hearing. The Committee, subcommittee, or individual shall within seven (7) days from the conclusion of the hearing, render a decision.

C. If the officer is still not satisfied with the resolution of the matter, then binding arbitration shall be used to finally resolve the matter. The scope of arbitration shall be strictly the conditions enumerated in the contract. The arbitrator shall be selected by mutual agreement of the officer and the Township Committee. If the Township Committee and officer cannot agree on an arbitrator within (14) days, then the arbitrator's selection process shall be the normal PERC procedures for selection of an arbitrator. An arbitration process shall follow the procedures as outlined by the arbitrator selected.

Arbitration expenses: all fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party

  
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desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Arbitrators' Powers - the arbitrator shall have no power to add, subtract or modify the terms of this agreement. Although no incident occurring prior to the date of this contract may be grieved, it is understood that the arbitrator may take into consideration past practices and procedures in interpreting or clarifying the agreement between the parties. However, it is mutually understood and agreed that the agreement itself takes precedence over past practices and procedures.

In the event a grievance on this agreement could also be resolved in another forum, the arbitrator shall not conduct any hearings on the grievance unless the officer waives his rights to proceed in the other forums and appropriate time for filing in those forums has expired.

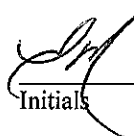

Any of the steps provided for in this agreement may be waived by mutual agreement of the officer and the Township.

6. Minor Discipline - any discipline, including but not limited to a letter of reprimand, which is not appealable to Civil Service shall be considered minor discipline. At the option of the officer such minor discipline can be appealed under the provisions of the Grievance Procedure as specified in 5. above provided, however, that the officer agrees to not appeal in another forum and has not appealed to another forum. Expenses for this appeal shall be divided as enumerated in 5.C above.

### ARTICLE XIII

#### SAVINGS & SEVERABILITY

In the event that any provisions of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through governmental regulations or decree,

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such decision shall not invalidate the entire agreement it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE XIV**

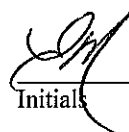

**WORK CONTINUANCE**

Neither the P.B.A., or its officers or agents, nor any of the Sergeants covered by this agreement will engage in, encourage, sanction, or support or suggest any strikes, slow downs, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any Sergeant violates this article, the P.B.A. shall immediately notify that person in writing to cease such action and shall instruct them to immediately return to their normal duties. All employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

**ARTICLE XV**

**MANAGEMENT RIGHTS**

It is recognized that, as expressly stated herein, the Township and its representatives shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Department in all off its various aspects, including, but not limited to, the right 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 number or personnel by which such operations and services are to be conducted; to assign and transfer Sergeants; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline,

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discharge or relieve Sergeants due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.


**THIS AGREEMENT** shall be effective as of January 1, 2016 and expire on December 31, 2018.

If a new Agreement has not been reached prior to the expiration date of this contract, the provisions of this contract shall continue in force until such new Agreement has been reached.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and the Township Seal of Holmdel to be placed hereon this \_\_\_\_ day of \_\_\_\_\_ 2018.

**HOLMDEL TOWNSHIP:**

  
\_\_\_\_\_  
Thomas Critelli, Mayor

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Donna M. Vieiro, Administrator

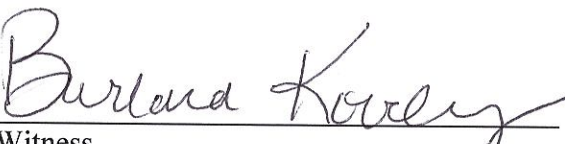
  
\_\_\_\_\_  
Witness

**HOLMDEL TOWNSHIP POLICE SERGEANTS:**

  
\_\_\_\_\_  
Sgt.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Sgt.

  
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Witness