

CONTRACT

BETWEEN

Holmdel, Township of
and

PATROLMEN'S BENEVOLENT ASSOCIATION 239

(Patrolmen)

on behalf of the Patrolmen of Holmdel Township

and the

TOWNSHIP OF HOLMDEL

LIBRARY
Institute of Management and
Labor Relations
MAR 01 1982
RUTGERS UNIVERSITY

1982-1983

ARTICLE I. SALARIES

Patrolmen shall be paid according to the following schedule:

	<u>1982</u>	<u>1983</u>
Step 1	13,875	14,725
Step 2	14,575	15,450
Step 3	15,250	16,175
Step 4	16,075	17,050
Step 5	16,875	17,900
Step 6	17,725	18,800
Step 7	18,600	19,725
Step 8	19,525	20,700
Step 9	20,450	21,675
Step 10	21,550	22,700
Step 11	22,550	23,560
1st Class as of 1/1/82	23,270	25,830

Patrolmen shall advance a minimum of one pay step each year on the anniversary of his employment.

A detective patrolman shall receive \$300 in addition to his base pay.

ARTICLE II. HOLIDAY PAY

1. Patrolmen of the Holmdel Township Police Department shall receive twelve (12) paid holidays. The following days are said holidays:

- | | |
|--------------------------|----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veterans' Day (November 11th) |
| 4. Good Friday | 10. Thanksgiving |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas |

2. If a man does not work on a holiday, he will receive eight (8) hours extra pay for the holiday, or a total of forty-eight (48) hours pay for the 40-hour week containing a holiday; if a man works on a holiday, he will receive regular time, plus time and one-half for the holiday, or a total of fifty-two (52) hours pay for the 40-hour week. Only one day shall be considered the holiday when the holiday may fall on a week-end.
3. Extra holiday pay will be paid on the last pay period during the month of November.

ARTICLE III. VACATION TIME

1. A patrolman of the Holmdel Township Police Department shall accrue vacation time at a rate of one working day per month up to his employment as a patrolman for a period of five years.
2. A patrolman of the Holmdel Township Police Department who has been employed for a period of five years, and is beginning his sixth year, shall accrue vacation time at a rate of $1\frac{1}{4}$ (1.25) days per month.
3. A patrolman of the Holmdel Township Police Department who has been employed for a period of ten years, and is beginning his eleventh year, shall accrue vacation time at the rate of $1\frac{1}{2}$ (1.50) days per month.
4. A patrolman shall take his vacation in the year it is earned.
5. Patrolmen shall be entitled to one personal day off with pay per year. This day will be scheduled in accordance with the rules and procedures established by the Chief of Police.

ARTICLE IV. CLOTHING

A. ALLOWANCE

1. A patrolman shall receive a clothing allowance of \$475 for each year.
2. This clothing allowance shall be allotted through voucher procedure and in accordance with applicable ordinances and statutory procedure.
3. No clothing allowance shall be paid during the first twelve (12) months of employment, and allowance shall be pro-rated for less than a calendar year beginning at the end of the first year.

B. MAINTENANCE

1. A patrolman shall receive a clothing maintenance allowance of \$200 for each year.
2. These amounts shall be paid each year beginning January 1, and ending December 31, and shall be paid to the selected cleaning establishment upon submission of a voucher for the total by each patrolman in accordance with applicable Township ordinances and procedures.
3. These amounts will be pro-rated as per time of employment for these years.

ARTICLE V. SICK LEAVE

1. A patrolman of the Holmdel Township Police Department shall accrue sick leave at a rate of $1\frac{1}{4}$ (1.25) days per month with no limit to the total number of days he may accrue.
2. A patrolman upon qualified PERS retirement shall receive one-half pay for any and all unused accrued sick leave up to a maximum pay out of \$7,000.
3. The one-half pay provision shall not apply to Patrolman Porter who may receive full pay for up to 90 days accrual.

PERS: Public Employees Retirement System

1982-83

ARTICLE VI. OVERTIME

1. The regular hours of employment of a patrolman of the Holmdel Township Police Department shall not exceed eight (8) consecutive hours in any one day, nor more than an average of forty (40) hours per week. Any time over this eight hours of consecutive work, or over this average of forty hours shall be considered overtime.
2. Overtime hours shall be paid at a rate of one and one-half times the hourly rate of the individual patrolman who has worked these said hours and shall be paid monthly as worked.
3. 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 officer officially arrives at his assigned duty location.
4. If a patrolman 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 two and two-thirds hours overtime, or the equivalent of four hours of the individual patrolman's regular hourly pay rate.

ARTICLE VII. INSURANCE

The Township shall provide each patrolman with a \$10,000 group term life insurance which will be with an insurance company of the Township's selection.

ARTICLE VIII. FUNERAL LEAVE

1. Patrolmen 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 patrolman is entitled to these three 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, or child, of the individual or his spouse.
4. These days will be charged to the sick time accumulation or entitlement of the individual patrolman, and additional days may be granted by the Chief of Police.

1982-83

ARTICLE IX. HOSPITALIZATION

1. The Township of Holmdel shall pay and provide hospitalization for each patrolman employed by the Holmdel Township Police Department, and said patrolman's eligible wife and children.
2. This hospitalization shall be Blue Cross/Blue Shield, Major Medical, and Rider "J" Coverage under the State of New Jersey employment plan, subject to appropriate state laws concerning community health plans.
3. Each patrolman shall have the choice of the particular plan selection.

1982-83

ARTICLE X. COLLEGE CREDITS

1. Every patrolman employed by the Township of Holmdel Police Department, hired prior to January 1, 1979, who elects to further his education in an endeavor to make himself a more knowledgeable person, shall receive twenty dollars (\$20) for each college credit he successfully completes. This remittance will be in addition to his annual salary, and other benefits patrolmen are entitled to.
 - A. Only courses which are creditable toward a degree in law enforcement or criminal justice are applicable to this incentive payment.
 - B. The patrolman will receive payment for these credits upon the submission of a voucher to the Township with a copy of the transcript as verification of credits obtained prior to December 31, on courses completed prior to December 31 for the year in which credit is taken under the terms of this contract, in accordance with applicable local ordinances and procedures.
 - C. The patrolman will receive continuous annual payment for all college credits accumulated after January 1, 1974; this accumulated amount being added to base salary, but not becoming part of base salary.

Example: If a patrolman had obtained three college credits after January 1, 1974, he would receive \$60 upon submitting a voucher to the Township. This same patrolman obtained an additional six credits in the calendar year 1975, he would receive money for all credits accrued to that date. He would receive payment for a total of nine credits, or \$180.
2. Every patrolman employed by the Township of Holmdel Police Department, hired after December 31, 1978, who elects to further his education in an endeavor to make himself a more knowledgeable person, shall receive \$350 upon his obtainment of his Associate Degree in Criminal Justice. Further, obtaining a Bachelor's Degree in Criminal Justice shall increase this payment to \$1,000.
 - A. 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.

ARTICLE X. COLLEGE CREDITS (CONT'D)

- B. The degrees 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.

ARTICLE XI. LONGEVITY

1. On completion of five years of service with the Holmdel Township Police Department, longevity will be paid by the Township to each patrolman on the patrolman's anniversary date. (An "anniversary date" is the anniversary of the patrolman's first day of work for the Township.)
2. Beginning with the 6th year, a patrolman's annual salary will be increased by \$500 to be paid as part of his regular pay.
3. Beginning in the 11th year, a patrolman's annual salary will be increased by \$1,000 to be paid as part of his regular pay.
4. Any patrolman receiving longevity during 1979 shall receive at least that longevity amount, until such time as he is eligible for increased benefits under this agreement.

ARTICLE XII. GRIEVANCE PROCEDURE

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.

Definitions:

A grievance is an issue concerning the interpretation or application of provisions of this agreement or compliance therewith only.

Initiation of procedure - a grievance procedure can only be instituted by the individual who wishes the interpretation or clarification. The P.B.A. may pursue the grievance on behalf of the individual or groups of individuals, but may only do so with the written concurrence of that individual or group of individuals. The individual or group of individuals shall retain the right to revoke such concurrence any time and also reserve the right to pursue the grievance on his own at any point.

Procedure, step 1 - Any employee 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. The patrolman shall first speak with the sergeant who is his immediate supervisor for the purpose of resolving the matter informally. If the matter cannot be resolved informally with the sergeant, the sergeant shall refer the patrolman to the Chief of Police, who may refer the matter directly to the Administrator or attempt to resolve it with the patrolman.

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 patrolman and the Chief of Police, and if the matter is not able to be resolved at that point, the informal procedure shall terminate.

Procedure, step 2 - If the grievance was filed timely and was not able to be resolved informally, the patrolman or his authorized representative 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.

ARTICLE XII. GRIEVANCE PROCEDURE (CONT'D)

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.

If the patrolman 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 patrolman and the Township Committee. If the Township Committee and patrolman cannot agree on an arbitrator within fourteen (14) days, then the arbitrator's selection process shall be the normal PERC procedures for selection of an arbitrator as they exist at the time of this agreement.

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

Arbitrator's powers - The arbitrator shall have no power to add, subtract or modify the terms of this agreement. Although no incident occurring prior to the signing 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.

The arbitrator shall not conduct any hearings on any grievance which could be heard in any other forum unless the patrolman waives his rights to proceed in the other forums and appropriate times for filing in those forums has expired.

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

TOWNSHIP OF HOLMDEL, NEW JERSEY

Holmdel Township Police Department Patrolmen Agreement

This agreement shall be effective as of January 1, 1982 and expire December 31, 1983.

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.

In witness whereof the parties hereto have caused this agreement to be signed and the Township Seal of Holmdel to be placed hereon this 1st day of December, 1981.

HOLMDEL TOWNSHIP COMMITTEE

James M. Cox
James M. Cox, Mayor

Joseph Popolo
Joseph Popolo, Police Comm.

HOLMDEL TOWNSHIP PATROLMEN

John Bergman
Howard Porter

Donald C. Hughes

Thomas C. Cappelletti

Leonard J. Russo

Bruce W. Insley

W. T. D. [unclear]

Michael P. [unclear]

Attest:

John P. Wadsworth