

AGREEMENT

Between

**HOLMDEL TOWNSHIP POLICE SERGEANTS
PBA LOCAL 239**

-and-

TOWNSHIP OF HOLMDEL

TERM OF CONTRACT: January 1, 2002 – December 31, 2005

APRUZZESE, McDERMOTT,
MASTRO & MURPHY, P.C.
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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 2nd Class - a sergeant who has been so designated for a period of less than one year.
 - B. Sergeant 1st 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:	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Sergeant 2nd Class	\$69,465	\$72,869	\$76,440	\$80,185
Sergeant 1st Class	\$75,641	\$79,347	\$83,235	\$87,313
Detective Sergeant	+\$1000	+\$1000	+\$1000	+\$1000

4. Sergeants shall receive overtime pay as follows:
 - A. Where funding for salary 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 1/2) 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 for holidays in Article III.

C. The Township shall pay for all overtime worked in- excess of four (4) hours per month at time and one half (1 1/2). Beginning on January 1, 2001 the first four (4) hours shall be compensated at straight time (the officer's regular hourly rate).

1. The regular hours of employment of a sergeant 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 (8) hours of consecutive work, or over this forty (40) hours shall be considered overtime.

2. Overtime hours shall be paid at a rate of one and one half (1 1/2) times the hourly rate of the individual sergeant 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 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 two and two thirds (2 2/3) hours overtime, or the equivalent of four (4) hours of the individual sergeants' regular hourly pay rate.

D. In accordance with the past practice of this Department, 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 (1-1/2) 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 five (5) work days worth of comp. time into a bank. Once said five (5) days 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 III

HOLIDAY PAY

1. Sergeants 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 (11/11) |
| 4. Good Friday | 10. Thanksgiving |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas |

2. If a sergeant 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 forty (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 forty (40) hour week. only one day shall be considered the holiday when the holiday may fall on a weekend.

3. The twelve days of holiday benefit referenced in Paragraph 2 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 IV

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. (An "anniversary date" is the anniversary of the sergeant's first day of work for the Township).

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

In the 6th through 10th years	\$1,700
In the 11th through 15th years	\$2,850
In the 16th through 20th years	\$3,300
In the 21st year and following:	\$3,500

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.

ARTICLE V

VACATION TIME/PERSONAL TIME

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

1 - 5 years: 12 days per year

6 - 10 years: 15 days per year

11 - 15 years: 18 days per year

16 - 25 years: 20 days per year

26 years plus: 25 days per year

2. Sergeants shall be entitled to two (2) personal 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.

3. Sergeants shall also be entitled to utilize one (1) personal day off with pay per year from accumulated sick time. This day shall be scheduled ahead of time with the rules and procedures established by the Chief of Police.

ARTICLE VI

CLOTHING

A. Allowance

1. Each and every sergeant of the Holmdel Township Police Department shall receive a clothing allowance of five hundred seventy-five dollars (\$575.00).

2. 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.

B. Maintenance

1. Each and every sergeant employed by the Holmdel Township Police Department shall receive a clothing maintenance allowance of Four Hundred Twenty-Five (\$425.00) dollars.

2. These amounts shall be paid each year beginning January 1st and ending December 31st, 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.

ARTICLE VII

SICK LEAVE

1. A sergeant of the Holmdel Township Police Department shall accrue sick leave at a rate of one and one quarter (1 1/4) days per month.

2. A sergeant, upon qualified retirement from the Police and Fire Retirement System, shall receive pay for all unused accrued sick leave up to one hundred twenty (120) days, at the rate of one (1) day's pay for each two (2) days accrued, with a monetary limit of \$12,500.00.

ARTICLE VIII

INSURANCE

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

2. Hospitalization Insurance:

A. The Township of Holmdel shall pay and provide hospitalization insurance for each and every sergeant employed by the Holmdel Township Police Department, and said sergeant's eligible wife and children. Each patrolman hired by the Township after January 1, 1996 and who is promoted to Sergeant will have dependent coverage capped at the 1992 premium rates.

B. This insurance shall be the CIGNA Health Care Plan Coverage, subject to appropriate State laws concerning community health plans. The Township reserves the right to change carriers providing the level of benefits remains the same.

C. Each sergeant shall have the choice of the particular plan selection.

3. Dental Plan:

The Township of Holmdel shall pay up to \$450 per year for a family, and a proportionate share for an individual, to a dental plan for the sergeants and their families. The amount shall be prorated for the part of the year in which the plan is in force.

ARTICLE IX

FUNERAL LEAVE

1. Sergeant employed by the Holmdel Township Police Department shall be entitled to three 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 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 stepsiblings 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 X

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 nonattendance accreditation shall count in this determination. The payments shall be:

- Associates Degree in Criminal Justice \$500
- Bachelor Degree in Criminal Justice \$1,000

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 XI

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 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 XII

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, 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 XIII

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 XIV

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 of 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, 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, 2002 and expire on December 31, 2005.

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 ___ day of _____, 2002.

HOLMDEL TOWNSHIP COMMITTEE

HOLMDEL TOWNSHIP POLICE
SERGEANTS

Arthur Davey, Mayor

ATTEST:

Maureen Sheperd, Municipal Clerk

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