

AGREEMENT BETWEEN

**PATROL OFFICER'S BENEVOLENT ASSOCIATION 239
ON BEHALF OF THE PATROL OFFICERS OF THE
TOWNSHIP OF HOLMDEL**

AND

TOWNSHIP OF HOLMDEL

January 1, 2022 through December 31, 2026

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ARTICLE I
RECOGNITION

The Township recognized PBA Local 239 as the exclusive representative for all patrol officers of the Holmdel Police Department for the purpose of negotiations representation for this contract.

ARTICLE II
SAVINGS AND SEVERABILITY

In the event 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 III
WORK CONTINUANCE

Neither the PBA, its officers or agents, nor any of the patrol officers covered by this Agreement will engage in, encourage, sanction or support or suggest any strikes, slowdowns, 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 any patrol officer violates this Article, the PBA 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 IV

MANAGEMENT RIGHTS

It is recognized, as expressly stated herein, that 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 of personnel by which such operations and services are to be conducted; to assign and transfer patrol officers; 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 patrol officers due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate methods, equipment or facilities except as specifically modified or defined by specific provisions of this Agreement.

ARTICLE V

SALARIES

1. Patrol officers shall be paid according to the following schedules:

SCHEDULE A

(EFFECTIVE FOR EMPLOYEES HIRED PRIOR TO 1/1/19)

	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step 10	\$127,988	\$132,148	\$136,773	\$141,218	\$146,161
Step 9	\$116,556	\$120,344	\$124,556	\$128,604	\$133,105
Step 8	\$108,302	\$111,821	\$115,735	\$119,496	\$123,679
Step 7	\$100,132	\$103,386	\$107,005	\$110,482	\$114,349
Step 6	\$91,870	\$94,856	\$98,176	\$101,366	\$104,914
Step 5	\$78,587	\$81,141	\$83,981	\$86,711	\$89,745
Step 4	\$71,305	\$73,623	\$76,199	\$78,676	\$81,429
Step 3	\$64,022	\$66,102	\$68,416	\$70,639	\$73,112
Step 2	\$56,015	\$57,835	\$59,860	\$61,805	\$63,968

Step 1	\$48,008	\$49,568	\$51,303	\$52,970	\$54,824
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SCHEDULE B
(EFFECTIVE FOR EMPLOYEES HIRED 1/1/19 THROUGH 2/1/2022)

	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step 12	\$127,988	\$132,148	\$136,773	\$141,218	\$146,161
Step 11	\$116,556	\$120,344	\$124,556	\$128,604	\$133,105
Step 10	\$108,302	\$111,821	\$115,735	\$119,496	\$123,679
Step 9	\$100,132	\$103,386	\$107,005	\$110,482	\$114,349
Step 8	\$91,870	\$94,856	\$98,176	\$101,366	\$104,914
Step 7	\$78,587	\$81,141	\$83,981	\$86,711	\$89,745
Step 6	\$71,305	\$73,623	\$76,199	\$78,676	\$81,429
Step 5	\$67,663	\$69,862	\$72,308	\$74,658	\$77,271
Step 4	\$64,022	\$66,102	\$68,416	\$70,639	\$73,112
Step 3	\$56,015	\$57,835	\$59,860	\$61,805	\$63,968
Step 2	\$52,011	\$53,702	\$55,581	\$57,388	\$59,396
Step 1	\$48,008	\$49,568	\$51,303	\$52,970	\$54,824

SCHEDULE C
(EFFECTIVE FOR EMPLOYEES HIRED AFTER 2/1/2022)

	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step 13	\$127,988	\$132,148	\$136,773	\$141,218	\$146,161
Step 12	\$116,556	\$120,344	\$124,556	\$128,604	\$133,105
Step 11	\$108,302	\$111,821	\$115,735	\$119,496	\$123,679
Step 10	\$100,132	\$103,386	\$107,005	\$110,482	\$114,349
Step 9	\$91,870	\$94,856	\$98,176	\$101,366	\$104,914
Step 8	\$78,587	\$81,141	\$83,981	\$86,711	\$89,745
Step 7	\$71,305	\$73,623	\$76,199	\$78,676	\$81,429
Step 6	\$67,663	\$69,862	\$72,308	\$74,658	\$77,271
Step 5	\$64,022	\$66,102	\$68,416	\$70,639	\$73,112

Step 4	\$60,018	\$61,969	\$64,138	\$66,222	\$68,540
Step 3	\$56,015	\$57,835	\$59,860	\$61,805	\$63,968
Step 2	\$52,011	\$53,702	\$55,581	\$57,388	\$59,396
Step 1	\$48,008	\$49,568	\$51,303	\$52,970	\$54,824

A. A detective patrol officer shall receive five hundred dollars (\$500.00) in addition to their base pay.

B. Patrol officers shall advance a minimum of one (1) pay step each year on the anniversary of their employment. These increases will be given on the 1st or the 16th of the month, whichever is the closest day prior to the employee's anniversary.

C. All salary increases and step movement retroactive to January 1, 2022.

2. Out of Rank Pay

Whenever a patrol officer serves as an officer in charge, the officer shall receive compensation at the starting rate of pay for the position being filled.

ARTICLE VI

HOLIDAY PAY

1. **Holmdel Township recognized the following fifteen (15) holidays as applicable to Police Officers:**
 1. **New Year's Day**
 2. **Martin Luther King's Birthday**
 3. **President's Day**
 4. **Good Friday**
 5. **Easter**
 6. **Memorial Day**
 7. **Independence Day**
 8. **Labor Day**
 9. **Columbus Day**
 10. **Veterans Day (11 11)**
 11. **Thanksgiving**
 12. **Day After Thanksgiving**
 13. **Christmas Eve**
 14. **Christmas Day**
 15. **Individual Officer's Birthday**
2. **If an employee does not work on a holiday, they will receive eight (8) hours of extra pay for the holiday. If an employee works on a holiday, they will receive regular time, plus time and one-half (1 1/2) for the holiday. Only one (1) day shall be considered the holiday when the holiday may fall on a weekend. One and one-half (1 1/2) rate shall mean one and one-half (1 1/2) total compensation as defined in Article X, Section 7.**
3. **The fifteen (15) days of holiday benefit referenced in paragraph two (2) of this Article shall be compensated as paid compensation and paid along with regular payroll and folded into base pay for all calculation purposes.**

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

ARTICLE VII

PAID LEAVE TIME

1. Vacation Days

- A. Vacation time shall accrue at the rate of eight (8) hours per month for a period of one (1) year.
- B. A patrol officer employed one (1) year and beginning the second (2nd) year, shall receive one hundred twelve (112) vacation hours per year.
- C. A patrol officer employed five (5) years and beginning the sixth (6th) year, shall receive one hundred thirty-six (136) vacation hours per year.
- D. A patrol officer employed ten (10) years and beginning the eleventh (11th) year, shall receive one hundred sixty (160) vacation hours per year.
- E. A patrol officer employed fifteen (15) years and beginning the sixteenth (16th) year, shall receive one hundred seventy-six (176) vacation hours per year.
- F. A patrol officer employed twenty (20) years and beginning the twenty-first (21st) year shall receive one hundred ninety-two (192) vacation hours per year.
- G. A patrol officer shall take their vacation in the year it is earned.
- H. Chief or his/her designee will post the vacation schedule by December 15th for the following year. After December 15th vacation time shall be awarded on a first come, first served basis.
- I. One officer shall be granted non-provisional day off on each shift as long as no one else on the same shift already has the day off and it is not less than 72-hours' notice.
- J. In the year the patrol officer retires, he/she shall receive fifty percent (50%) of the annual allotment of vacation hours, as set forth above, if the patrol officer retires between January 1st and June 30th of any year and shall be afforded one hundred

percent (100%) of his/her annual vacation hours if the patrol officer retires on or after July 1st. Patrol officers shall be paid for all unused vacation time at the time of separation from service.

2. Personal Days

- A. Patrol officers shall be entitled to two (2) personal calendar days off with pay per year. Personal days shall be scheduled in accordance with the rules and procedures established by the Chief of Police.
- B. Personal days will be granted in a non-provisional status; however, they can be denied at the discretion of the Chief of Police.

3. PBA Days.

- I. The State Delegate of the Holmdel PBA Local 239 shall be permitted to attend the monthly State Board of Delegates Meeting, and shall be excused from all duty, excluding subpoenas and/or other matters not under the jurisdiction of the Chief of Police, for said purpose and shall receive full pay. Process will be as follows:
 - A. If the Delegate is scheduled to work the day shift on the date of the State Board of Delegates Meeting, they will be given that shift off. If he is scheduled to work the evening shift prior to the day of the meeting (example: Monday evening into Tuesday morning and the meeting is on Tuesday) they will be given that shift off.
 - B. In the event that the State Board of Delegates Meeting falls on a regularly scheduled day off, the State Delegate will be granted the day off for the County Conference PBA meeting.
 - C. The PBA will provide the name of the delegate and listings of all State Board of Delegates Meeting and County Conference PBA Meeting dates by January 15 of each year.
 - D. For scheduling purposes this time off will be treated as a vacation day, with the exception of the time off for the Mini and Main PBA Convention, and will be

posted as such in accordance with all applicable Holmdel Police Department Rules and Regulations.

2. The President of Holmdel FBA Local 239 or his/her designee shall be permitted 12 shifts of leave annually to attend to PBA business, and shall be excused from all duty, excluding subpoenas and/or other matters not under the jurisdiction of the Chief of Police, for said purpose and shall receive full pay. For scheduling purposes this time off will be treated as a vacation day, with the exception of the time off for the Mini and Main PBA Convention, and will be posted as such in accordance with all applicable Holmdel Police Department Rules and Regulations.

4. Chief's Prerogative

The above does not preclude the Chief's ability to order employees to work during a verified emergency.

ARTICLE VIII

CLOTHING

1. An annual uniform allowance of one thousand six hundred fifty dollars (\$1,650.00) will be given to the officer as part of their annual base pay. No allowance established under this Article shall be paid during the first twelve (12) months of employment, and allowance shall be prorated for less than a calendar year beginning at the end of the first year.
2. Patrol officers shall receive an annual clothing maintenance allowance of four hundred dollars (\$400.00). This amount 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 total by each patrol officer in accordance with applicable Township ordinances and procedures. Amount will be prorated for less than a year.

ARTICLE IX

SICK LEAVE

1. Patrol officers in the Township shall accrue sick leave at a rate of ten (10) hours per month up to the end of the first calendar year of employment. Thereafter, at the beginning of each calendar year in anticipation of continued employment, patrol officers shall be credited with one-hundred twenty (120) hours per year. There shall be no limit to the total number of sick hours a patrol officer may accrue.
2. A patrol officer, upon qualified retirement, shall receive one-half (1/2) pay for any and all unused accrued sick leave up to a maximum pay out of:
 - a. Officers hired on or before March 31, 2021 shall receive a maximum sick leave payout of fifteen thousand dollars (\$15,000.00) in retirement (including those officers that have retired since the expiration of the prior contract).
 - b. Officers hired April 1, 2021 through December 31, 2022 shall receive a maximum sick leave payout of twelve thousand five hundred dollars (\$12,500.00) in retirement.
 - c. Officers hired on or after January 1, 2023 shall receive a maximum sick leave payout of seven thousand five hundred dollars (\$7,500.00) in retirement.
3. At the discretion of the Chief of Police or his/her designee, officers are entitled to use their sick leave in less than full day increments or for a period of time during their shift rather than the entirety of a shift (i.e., to attend a dentist appointment and return to work), as long as this does not cause staffing to decrease below minimum manpower required.

ARTICLE X

SCHEDULE AND OVERTIME

1. Officers assigned to the Patrol Division shall work a patrol shift of twelve (12) hours based upon a fourteen (14) day work period, as follows:

- A. Patrol officers shall work approximately sixty (60) hours during one week (Monday through Sunday of the fourteen (14) day work period and approximately twenty-four (24) hours during the other week (Monday through Sunday) of the fourteen (14) day work period.
- B. Each tour of duty within the Patrol Division shall consist of twelve (12) hours.
- C. The work schedule for Patrol Officers 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 schedule, if operational throughout an entire 52-week calendar year, Patrol Officers shall work in excess of 2080 hours. To compensate for the excess hours worked, employees who are scheduled to work 183 days in the calendar year will accrue nine (9) Kelly days and eight (8) Kelly hours and employees who are scheduled to work 182 days in the calendar year will accrue eight (8) Kelly days and eight (8) Kelly hours. The accrued time shall be scheduled by the employee at a rate of 2 days per calendar quarter with the remaining time to be scheduled at the discretion of the employee during the calendar year, in accordance with all applicable Holmdel Police Department Rules and Regulations.
 - 2. All other officers so assigned 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 may choose to designate an "early officer" on a rotational basis.

4. The Chief of Police shall determine the manning level (the exact number of patrol officers 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 interest of the Department and public safety.

5. The regular hours of employment of patrolmen shall not exceed twelve (12) consecutive hours in a shift. Overtime is defined as more hours than a regularly scheduled shift eight (8) or twelve (12) hours or working a regular day off.

6. All shift assignments for each employee shall not be changed without 72 hours' prior notice to the employee unless an emergency exists or the Chief and the employee agree upon the change.

7. Overtime hours shall be paid at a rate of one and one-half (1 ½) times the hourly rate of the individual patrol officer who has worked these said hours and shall be paid monthly as worked. "Hourly rate" will be calculated as total salary, including holiday pay, education benefits, uniform allowance and any other compensation divided by 2080. Overtime will be calculated as one and one-half (1 ½) times the "hourly rate".

8. Overtime earned for additional time beyond the tour of duty and each hour thereafter will be earned and paid as follows:

- 0-14 minutes = 0 minutes of overtime due
- 15-44 minutes – 30 minutes of overtime due
- 45-59 minutes – 1 hour of overtime due

9. Overtime hours are subject to the approval of the Chief of Police, and statutory restrictions as applicable.

10. If a patrol officer is called in to duty from their residence or other location, other than a time which would be a continuation of a regular shift or time that would continue into a regular shift, they will receive a minimum of four (4) hours overtime, or the equivalent of six (6) hours of the individual patrol officer's regular hourly pay rate.

11. The Police Department shall maintain a list where patrol officers shall be placed on a registry for overtime coverage. Placement on the registry does not constitute hours worked and shall not be compensable. In the event an officer listed in the registry is called into duty to cover a shift, they will be paid at the overtime rate applicable.

12. Training, including firearms qualification, shall occur throughout the year, based upon the schedule set by the Chief of Police. If applicable, any officer required to perform training at any time other than regularly scheduled work time shall be compensated for a minimum of four hours in the form of compensatory time which shall be accrued at the rate of one and one-half (1 ½) times for each hour, or fraction thereof, worked by the patrol officer.

13. Compensatory 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 ½) times for each hour worked or fraction thereof worked by the employee as outlined in Item 8 above. Each employee shall be entitled to accrue and accumulate a total amount of one hundred forty-four (144) hours' worth of comp time into a bank. Once said one hundred forty-four (144) hours have been accrued, all further overtime compensation shall be in cash. Should an employee not utilize any or all of the comp time with the bank, said bank shall be carried from year to year. Employees retain the option to convert their accrued comp time bank into a cash payment at the end of each year.

14. When someone takes a sick or personal day that causes overtime within 12 hours before the start of the shift, the overtime goes to the on-call officer first. If the on-call officer initially declines the overtime, the off-duty patrol officers shall be contacted on a seniority basis. If unable to fill the on-call officer shall be required to work. When overtime arises more than 12 hours prior to the start of the shift, the off-duty patrol officers shall be contacted on a seniority basis (excluding the day/night on-call officers). Sergeants shall get first chance at any overtime when there is no supervisor working. The on-call officer is required to be available until the start of the shift. All switches to the on-call list must receive prior approval from the Chief or his designee.

15. The Parties agree that off-duty police rates and related Township administrative charges are set forth by Ordinance, which can be unilaterally increased (not decreased) by action of the Township Committee.

ARTICLE XI

INSURANCE

1. Life Insurance

The Township shall provide each patrol officer with twenty thousand dollars (\$20,000) group term life insurance which will be an insurance company of the Township's selection.

2. Dental Insurance

The Township will make available to each patrol officer a Dental Plan offered through Delta Dental, or a similar plan, at the cost of fifteen dollars (\$15) per month per employee for the current plan with total annual benefit of one thousand dollars (\$1,000).

An optional plan with an annual benefit of one thousand five hundred dollars (\$1,500) will be available at the cost of twenty-one dollars (\$21) per employee per month.

3. Medical

- A. The Township shall provide medical and hospitalization coverage for each patrol officer actively employed and their eligible spouse and/or dependents.
- B. Coverage shall be offered through the New Jersey State Health Benefits Plan ("SHBP") for each patrol officer actively employed and their eligible spouses and/or dependents. The Township reserves the right to change carriers provided the level of benefits remains the same.
- C. Each officer 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).

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:

- A. Permanent/Provisional full-time employees.
- B. 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-classification are eligible to participate in the LTD plan:

A. Permanent/Provisional employees (30 hours per week 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.

6. Limited Liability Insurance

Limited liability insurance shall be provided in a primary policy funded by the Township. The PBA shall be provided a master copy of said policy annually upon request.

ARTICLE XII

FUNERAL LEAVE

1. An employee may request up to a maximum of five (5) shifts bereavement leave at no loss in regular pay in the case of the death of an immediate family member. An employee may request one (1) shift of bereavement leave at no loss in regular pay in the case of the death of a niece, nephew, aunt, uncle or cousin. Bereavement leave is to be taken within a reasonable time of the day of death or day of the funeral and may not be split or postponed.

2. Immediate family shall be defined as to include the following: spouse, civil union partner, significant other residing in the same household, fiancé, mother, father, step-parent, mother-in-law, father-in-law, child, step-child, sibling, step-sibling, daughter-in-law, son-in-law, grandparents or grandchild, foster child, brother-in-law, sister-in-law, and other persons related by blood or marriage residing in the same household.

3. The employee may use paid time off for additional bereavement leave with approval from the Chief of Police.

ARTICLE XIII

EDUCATION BENEFITS

1. Employees who have college degrees shall annually receive, in addition to their regular salary and benefits, a sum based on the following:
 - a. Associate's Degree \$500
 - b. Bachelor's Degree \$1,000
 - c. Master's Degree \$1,500
2. 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.
3. The amount to be compensated shall become part of their base pay and paid through the normal payroll process upon approval from the Township Administrator. Should an employee earn said degree while employed with the Township, the amount will be prorated in the first year in which it is earned.

ARTICLE XIV

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 and will cover all terms and conditions of employment.

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 the interpretation or application or questions of violation of policies, agreements, or administrative decisions not involving statutory or regulatory provisions or interpretations or application of provisions of this Agreement or compliance therewith shall be final.

4. An individual or group of individuals shall retain the right to pursue the grievance on their own at any point up to, but not including, arbitration. Any time a grievance is submitted by any other person or persons other than the PBA, then the PBA shall be provided with a copy of the grievance and be kept apprised of the status of the grievance.

5. A grievance concerning this Agreement as defined in (2) above shall follow the following procedure:

A. Any officer who believes that the contract interpretation has been applied incorrectly may institute an action to resolve the matter within the next twenty (20) calendar days of the occurrence of the incident or interpretation, by discussing 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, it shall be referred 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 their 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 have 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 PBA is not satisfied with the resolution of this matter, then binding arbitration shall be used to finally resolve the matter. It is understood and agreed that only the PBA or the Township may initiate the arbitration process. The scope of arbitration shall strictly be 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 fourteen (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 procedure as outlined by the Arbitrator elected.

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 proceeding shall pay for the record and make a copy available without charge to 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 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 take 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 their 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 the Civil Service Commission 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 not to appeal in another forum and has not appealed to another forum. Expenses for this appeal shall be divided as enumerated in (5)(C) above.

7. Failure to file the grievance or to move to the next level, within the time limits set forth herein shall be considered an abandonment of the grievance and the grievance will be deemed null and void.

ARTICLE XV

PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police.

Upon advance notice and at reasonable times, any member of the Department may at any time review their personnel file. However, this appointment for review must be made through the Chief of Police or designated representative.

Internal Affairs complaints, unless the result of such complaint is the imposition of discipline, will not be placed in the Personnel File, but will be maintained in an Internal Affairs file.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force may subject that member to appropriate disciplinary action.

Holmdel Township Police Department

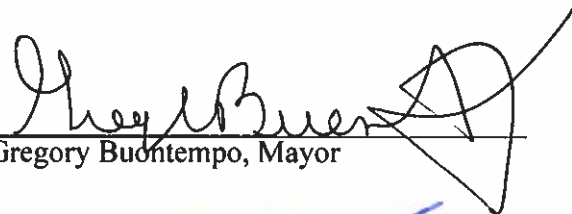
Patrol Officer Agreement

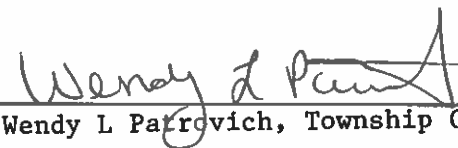
THIS AGREEMENT shall be effective as of January 1, 2022 and expire on December 31, 2026.

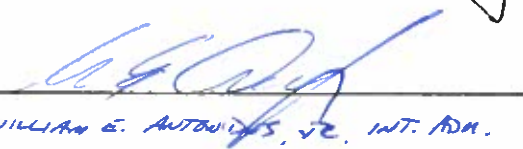
If a new Agreement has not been reached prior to the expiration date of this contract, the provisions of this contract shall continue in force until such new Agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and the Township Seal of Holmdel to be placed hereon this 28 day of July, 2022

TOWNSHIP OF HOLMDEL

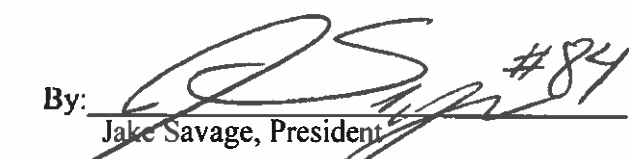
By: 
Gregory Buontempo, Mayor

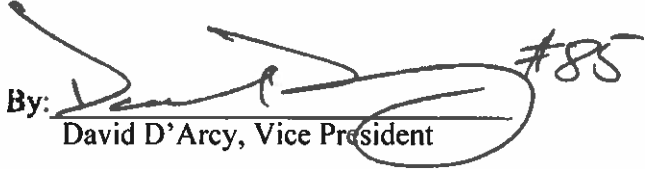
By: 
Wendy L. Patrovich, Township Clerk

By: 
WILLIAM E. ANTOWICH, JR. INT. ADM.

By: _____

HOLMDEL POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 239

By:  #84
Jake Savage, President

By:  #85
David D'Arcy, Vice President

By:  #68
Michael Michalski, State Delegate

By: _____