

AGREEMENT

Between

HOLMDEL TOWNSHIP SENIOR OFFICERS

-And-

TOWNSHIP OF HOLMDEL

JANUARY 1, 2022 through DECEMBER 31, 2026

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**ARTICLE I**  
**RECOGNITION**

The Township of Holmdel recognizes the Holmdel Township Senior Officers as the exclusive representative for all Lieutenants and Captains of the Holmdel Township Police Department, for the purpose of negotiations and representation for this contract.

**ARTICLE II**  
**SALARIES**

1. The salary of all Lieutenants covered by this agreement shall be as follows:

Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
\$166,136	\$171,536	\$177,539	\$183,309	\$189,725

2. The salary of all Captains covered by this agreement shall be as follows:

Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
\$181,329	\$187,222	\$193,775	\$200,073	\$207,075

3. Senior 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 1<sup>st</sup> and 16<sup>th</sup> of the month, whichever is the closest day prior to the employee's anniversary.

4. All salary increases and step movement shall be retroactive to January 1, 2022.

5. 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.

6. The Senior Officers shall be entitled to overtime for all hours required to be worked beyond their regular shift or beyond forty (40) hours within a standard (7-day) work week. Senior officers shall be entitled to be paid for all overtime worked at a rate of time and one-half ( $1\frac{1}{2}$ ) their regular rate of pay.
  - a. Overtime hours shall be at the rate of one and one-half ( $1\frac{1}{2}$ ) times the hourly rate of the individual Senior 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 benefit, uniform allowance and any other compensation divided by 2080. Overtime will be calculated as one and one-half ( $1\frac{1}{2}$ ) times the "hourly rate"
  - b. It is agreed that for purposes of the Fair Labor Standards Act, the Senior officers shall have a work period of twenty-eight (28) days. 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 senior officer officially arrives at his/her assigned duty location.
  - c. If a Senior Officer is called in to duty from his/her 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/she will receive a minimum of four (4) hours overtime, or the equivalent of six (6) hours of the individual Senior Officer's regular hourly pay rate.
  - d. 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

7. 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 (4) hours in the form of compensatory time which shall be accrued at the rate of one and one-half (1½) times for each hour, or fraction thereof, worked by the officer.

8. Compensatory ("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 as outlined in Item 6.e. above. Each employee shall be entitled to accrue and accumulate the 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 within the bank, said bank shall be carried, from year to year. Employees retain the option to convert accrued comp time bank into cash payment at the end of each year.

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

### ARTICLE III

#### **HOLIDAY PAY**

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

- New Year's Day
- Columbus Day
- Martin Luther King Day
- President's Day
- Good Friday
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Christmas Eve
- Christmas
- Employee's Birthdate

2. If a Lieutenant or Captain does not work on a holiday, the Lieutenant or Captain 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 Lieutenant or Captain works on a holiday, the Lieutenant or Captain 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. One and one-half (1½) rate shall mean one and one-half (1½) total compensation as defined in Article II, Section 6.

3. The fifteen days of holiday benefit referenced in Paragraph 2 of this Article shall be rolled into regular 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**  
**PAID LEAVE TIME**

1. Vacation Days

A. Lieutenants and Captains of the Holmdel Police Department shall accrue vacation time as follows:

<b>YEARS OF SERVICE</b>	<b># DAYS VACATION</b>
1-5 YEARS	14 DAYS (112 HOURS)
6-10 YEARS	17 DAYS (136 HOURS)
11-15 YEARS	20 DAYS (160 HOURS)
16-20 YEARS	22 DAYS (176 HOURS)
21-25 YEARS	25 DAYS (200 HOURS)
26+ YEARS	27 DAYS (216 HOURS)

B. The Chief or his/her designee will post the vacation schedule by December 15<sup>th</sup> for the following year. After December 15<sup>th</sup> vacation time shall be awarded on a first come, first served basis.

C. In the year the senior officer retires, he/she shall receive fifty percent (50%) of the annual allotment of vacation hours, as set forth above, if the senior officer retires between January 1<sup>st</sup> and June 30<sup>th</sup> of any year and shall be afforded one hundred percent (100%) of his/her annual vacation hours if the senior officer retires on or after July 1<sup>st</sup>. Senior officers shall be paid for all unused vacation time at the time of separation from service.

2. Personal Days

Lieutenants and Captains shall be entitled to three (3) 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. 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

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/she 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 Brd 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.
- E. The President of Holmdel PBA 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 V**

### **CLOTHING**

#### 1. **Voucher System**

A. Every Lieutenant and Captain 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 may process and pay vouchers for all uniforms so purchased upon proper submission, up to the amount of the Lieutenant's and Captain's clothing allowance for the calendar year.

#### 2. **Annual Allowance**

A. Every Senior Officer of the Holmdel Township Police Department shall receive a clothing allowance of one thousand, six hundred fifty dollars (\$1,650) which shall be payable to the Senior Officer as part of their annual base pay.

B. 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. .

3. Maintenance

A. Every Lieutenant and Captain employed by the Holmdel Township Police Department shall receive a clothing maintenance allowance of four hundred twenty-five dollars (\$425.00).

B. 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 Lieutenant and Captain in accordance with applicable Township ordinances and procedures.

**ARTICLE VI**

**SICK LEAVE**

1. Lieutenants and Captains of the Holmdel Township Police Department shall accrue sick leave at a rate of one and one-quarter (1.25) days per month.

2. Lieutenants and Captains, upon qualified retirement from the Police and Fire Retirement system, shall receive pay for all unused accrued sick leave, up to one hundred and twenty (120) days at the rate of one (1) day's pay for each two (2) days accrued up to a maximum payout of fifteen thousand dollars (\$15,000.00).

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 workforce required.

## ARTICLE VII

### INSURANCE

1. Life Insurance

The Township shall provide each Senior Officer 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 Senior Officer actively employed by the Holmdel Township Police Department and said Officer's eligible spouse and children.

B. Coverage shall be offered through the New Jersey State Health Benefits Plan ("SHBP") for each Senior Officer actively employed and their eligible spouses and/or dependents. The Township reserves the right to change carriers providing the level of benefits remains the same.

C. Each Senior 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).

3. Dental Insurance

The Township will make available to each bargaining unit member actively employed, a Dental Plan offered through the State Health Benefits Plan, at no cost to the employee. 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.

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 VIII**

**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, stepparent, mother-in-law, father-in-law, child, stepchild, 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 IX**

### **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:

- Associate's Degree \$500
- Bachelor's Degree \$1,500
- Master's Degree \$2,000

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 X**  
**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 Union. An individual or group of individuals shall retain the right to pursue the grievance on his/her own at any point.

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

A. Any Lieutenant or Captain who believes that the contract interpretation has been applied incorrectly to him 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 with the Chief of Police, who may refer the matter directly to the Administrator or attempt to resolve it with the Lieutenant or Captain.

If the Chief of Police is not able to resolve the grievance, he/she shall refer it to the Administrator. The Administrator shall review the matter with the Senior 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 Senior Officer, or his/her 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 to have 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.

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 Senior Officer such minor discipline can be appealed under the provisions of the Grievance Procedure.

## **ARTICLE XI**

### **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 XII**

### **WORK CONTINUANCE**

Neither the Union, or its officers or agents, nor any of the Lieutenants or Captains 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 that any Lieutenant or Captain violates this article, the Union 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 XIII**  
**MANAGEMENT RIGHTS**

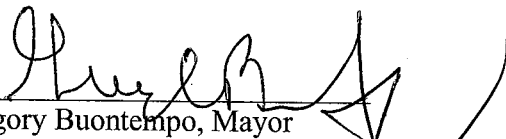
It is recognized that, as expressly stated herein, the Township and its representatives shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Department in all of its various aspects, including, but not limited to, the right to direct the working forces; 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 Senior 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 Senior Officers 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 except as specifically modified or defined by specific provisions of this Agreement.

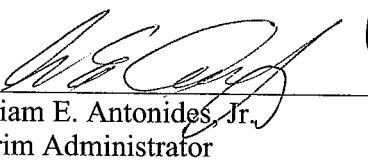
THIS AGREEMENT shall be effective as of January 1, 2022 and expire on December 31, 2026.

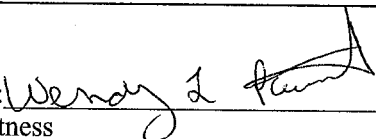
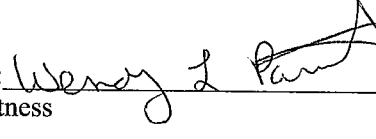
If a new Agreement has not be reached prior to the expiration date of this contract, the provisions of this contact shall continue in force until such new Agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and the Township Seal of Holmdel to be placed on this \_\_ Day of October 2022.


**TOWNSHIP OF HOLMDEL**

By:   
Gregory Buontempo, Mayor

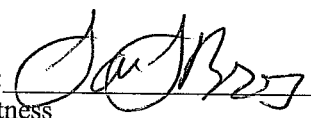
By:   
William E. Antonides, Jr.  
Interim Administrator

By: <u></u> Witness
By: <u></u> Witness

**HOLMDEL TOWNSHIP SENIOR OFFICER'S ASSOCIATION**

By:   
Senior Officer

By: \_\_\_\_\_  
Senior Officer

By: <u></u> Witness
By: _____ Witness