

A G R E E M E N T

Between

FREEHOLD TOWNSHIP,
(MONMOUTH) COUNTY, NEW JERSEY

and

P.B.A. #209

X JANUARY 1, 1978 THROUGH DECEMBER 31, 1979

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PREAMBLE

THIS AGREEMENT entered into this 28th day of
DECEMBER, 1977, by and between the TOWNSHIP OF FREEHOLD,
in the County of Monmouth, a Municipal Corporation of the State
of New Jersey, hereinafter called the "Township", and P.B.A.
209, hereinafter called the "Association", represents the
complete and final understanding on all bargainable issues
between the Township and the Association.

ARTICLE I

RECOGNITION

The Township recognizes the Association for the purposes of collective negotiations as the exclusive representative of the Patrolmen in the negotiations unit and reference to males shall include female police officers.

ARTICLE II
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances

Article II - Management Field - Continued

of Freehold Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under P.S. 40 and P.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose,

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Township initiated grievance which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Police Chief of a physician's certificate attesting to the incapacity of the grievant to file within the proscribed time. The Police Chief, or his designee, shall render a decision within ten (10) calendar days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. The Police Chief, or his designee, shall set a meeting within seven calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Municipal Administrator and the Police Chief with the P.B.A. representative and the P.B.A. Attorney, if requested by the grievant. The Municipal Administrator's answer to the second step shall be delivered to the P.B.A. within ten (10) calendar days

Step Three:

If the aggrieved person is not satisfied with the handling or result of the grievance on the second level, he may within ten (10) calendar days notify the Township Committee that he wishes to have them rule on the aggrieved matter. A meeting shall be set within thirty (30) days after the Township Committee has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the P.B.A. and the P.B.A. Attorney, if requested by the grievant. The Township Committee's answer to the third step shall be delivered to the P.B.A. within seven (7) calendar days after said meeting.

Step Four:

Should the aggrieved person be dissatisfied with the decision of the Township Committee, such person may file where appropriate for a Civil Service review.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the P.B.A. within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Township and the P.B.A. and its Attorney in an earnest effort to adjust the differences between the parties.

ARTICLE IV
HOURS AND OVERTIME

A. All members of the Police Department are required to work an average of forty (40) hours per week on a shift basis on a schedule approved by the Police Chief. In times of emergency, all members of the Department are subject to call unless they are on sick leave.

B. Policemen who work overtime that has been approved in advance by the Police Chief, or his designee, will be compensated for such overtime work. Overtime compensation shall be computed at one and one-half times the normal hourly equivalent and shall take effect only after the employee has worked forty (40) hours per week, commencing at 01 hours on Saturday or 01 hours of the first day of any future designated work week.

ARTICLE V

HOLIDAYS

A. The following holidays shall be recognized:

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

B. During the term of this Agreement, all employees covered by this Agreement shall receive one (1) day's pay for each of the ten (10) holidays and compensatory time for four (4) holidays. The aforementioned payment shall be made between November 1 and November 15 of each year.

ARTICLE VI

VACATIONS

A. Annual vacation leave with pay shall be earned at the following rate as determined on January 1 of each year.

First (1st) through fifth (5th) year of employment -
Twelve (12) vacation days;

Sixth (6th) through tenth (10th) year of employment -
Fifteen (15) vacation days;

Eleventh (11th) year of employment - Sixteen (16)
vacation days;

Twelfth (12th) year of employment - Seventeen (17)
vacation days;

Thirteenth (13th) year of employment - Eighteen (18)
vacation days;

Fourteenth (14th) year of employment - Twenty (20)
vacation days.

B. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his choosing unless the Township

ARTICLE VI - Vacations (Continued)

determines that the vacation cannot be taken because of pressure of work as determined by the Township may be carried forward into the next succeeding year only and will be scheduled by the Police Chief to be taken in the next succeeding year.

C. In the event an employee covered by this Agreement is called into work after the commencement of his vacation, he shall be paid at the rate of time and one-half his regular straight time rate for all work performed and will have his vacation time re-scheduled at a future date. ;

ARTICLE VI (A)

PERSONAL DAYS

A. Each full time employee covered by this Agreement shall receive two (2) personal days at eight (8) hours straight time during each year of this Agreement. Request for such personal day will be made in writing to the Chief of Police.

ARTICLE VII

SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees, or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for up to five day periods because of death in the employee's immediate family and up to three days for death of other relatives or for the attendance of the employee upon the member of the immediate family who is seriously ill.

3. For the purpose of this Article, immediate family means father, mother, spouse, child, foster child, sister, brother, father-in-law, and mother-in-law of the employee. It shall also include relatives of the employee residing in the employee's household.

4. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Any employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The Township may require proof of illness of an employee if such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause of disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE VIII

HOSPITALIZATION, DENTAL AND LIFE INSURANCE

A. The Township shall continue to provide enrollment in the Public Employees' Health Benefits Program of New Jersey for all employees and their family as defined by the insurance carrier who have been on the payroll for two (2) months of continuous service at the beginning of the third (3rd) month of employment or as soon thereafter as possible under the provisions of the plan.

B. The Township will continue to provide for each member of the Department the current group accidental death and disability coverage for the life of this Agreement. The aforementioned coverage shall be increased to ten thousand (\$10,000) dollars as soon after the signing of this Agreement as may be arranged with the insurance carrier.

C. As soon after the signing of this Agreement as may be arranged with the insurance carrier, the Township will make periodic payments to the Association, up to a maximum cost of One Hundred Twenty (\$120.00) Dollars per employee per year, prorated for employment less than a full year, into an Association fund used to purchase dental benefits. Any increase in cost of such coverage during the lifetime of this Agreement shall be borne by the individual employee or Association.

D. The Township may, at its option, change any of the foregoing plans (A and B) or carriers so long as substantially the same benefits are provided.

ARTICLE IX

PENSION PLAN

The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employees Retirement System of New Jersey in effect at the signing of this Agreement.

ARTICLE X
SALARY GUIDE

A. The following Salary Guide shall be in effect for patrolmen during the life of this Agreement:

	<u>PARTOLMEN</u>	
	<u>January 1, 1978</u>	<u>January 1, 1979</u>
Starting	\$ 11,100	\$11,800
Step 1	12,200	13,000
Step 2	13,300	14,100
Step 3	14,800	15,700
Step 4	16,400	17,400

B. The starting salary shall be paid to Patrolmen upon their entering the Police Department of Frechold Township. Step 1 shall be paid to Patrolmen at the conclusion of the probationary period. Thereafter, Steps 2, 3 and 4 shall be paid on the following basis:

1. The anniversary date for future step increases for permanent personnel as of January 1, 1972, shall be January 1st of each succeeding year.
2. The anniversary date for future step increases for those personnel who received permanent appointment after January 1, 1972, shall be the first of the month immediately following one (1) year from the date of permanent appointment.

ARTICLE XI

LONGEVITY

In addition to the salary noted in Article X, longevity pay will be paid during the term of this contract as follows, as determined by employment anniversary date:

After five (5) years of service to tenth (10th) year	\$250.00 per annum
From eleventh (11th) year to fifteenth (15th) years inclusive	\$400.00 per annum
Over Fifteen (15) Years	\$500.00 per annum (Maximum)

The above increment to be paid between November 1st and November 15th.

ARTICLE XII
COLLEGE INCENTIVE PAY

In addition to the salary noted in Article X, college incentive pay will be paid during the term of this contract at the rate of fifteen (\$15.00) dollars per course credit, for a maximum of 120 credit hours*. Payment is conditioned upon the following:

- A. Courses must lead to an Associate or Baccalaureate Degree in Police Science or Criminal Justice.
- B. Courses must have been satisfactorily completed with a minimum of one (1) grade point (or equivalent) per credit hour.
- C. Payment will be included in the employees annual salary which will be adjusted upon the satisfactory completion of fifteen (15), thirty (30), sixty (60), ninety (90) credit hours and upon receipt of the Baccalaureate Degree.
- D. Courses must be certified by the Dean or Registrar's Office of the college as to course and program.

* Existing Eligibles J. VanKirk, Lawrence Willis and Norman Cochran not restricted to this maximum.

ARTICLE XIII
DETECTIVE INCREMENT

A. A patrolman who is assigned on a permanent basis as a full-time detective shall receive seven hundred fifty dollars *Annually*
(\$750.00) compensation during the term of this contract, in *12/17/77*
addition to the salary noted in Article X. Such Patrolman shall
not be entitled to the overtime provisions of Article IV, nor
to a uniform allowance. However, in extenuating circumstances,
the Police Chief may, in his sole discretion, authorize the payment
of overtime. This exercise of the Police Chief's discretion shall
not be subject to the Grievance Procedure.

ARTICLE XIV

NO-STRIKE PLEDGE

A. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police patrolman from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the P.B.A. or its members.

ARTICLE XVIII
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1978 and shall remain in effect to and including December 31, 1979 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement. The Association shall submit a copy of its entire proposal to the Township by September 1, 1979. The Township shall, within thirty (30) days after receipt of the Association's proposal, submit a copy of its proposals to the Association. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 1978 only for employees on the Township's payroll as of the date of the signing of this Agreement.

ARTICLE XV

P.B.A. DELEGATE

A. The Township of Freehold recognizes that P.B.A. # 209 has an official delegate to the State Patrolmen's Benevolent Association and as such must attend, in the interest of both the Township of Freehold and P.B.A. # 209, various meetings and functions of the state organization. Said delegate shall be permitted no more than sixteen (16) days per year with pay for the attendance at official functions of the State P.B.A., the purpose of same being to foster the purposes and intent of this Agreement and to improve all aspects of police activities.

B. Any out-of-pocket expenses incurred by the State P.B.A. delegate shall be paid for by either the State P.B.A. delegate individually or by the P.B.A. #209.

ARTICLE XVII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. If any such provision is declared invalid by operation of law, parties to this agreement will forthright entertain re-negotiations on the invalid provisions.

ARTICLE XVIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. ;

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.