

AGREEMENT BETWEEN

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

-AND-

TOWNSHIP OF HOLMDEL

JANUARY 1, 2016 through DECEMBER 31, 2018

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ARTICLE I
RECOGNITION

The Township recognizes the 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 provision 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 existing methods, equipment or facilities.

ARTICLE V
SALARIES

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

SCHEDULE A
(EFFECTIVE FOR EMPLOYEES HIRED PRIOR TO 1/6/16)

	1/1/2016	1/1/2017	1/1/2018
Step 1	106,374.43	112,581.92	114,833.56
Step 2	100,515.50	102,525.81	104,576.33
Step 3	93,396.91	95,264.85	97,170.15
Step 4	86,351.56	88,078.59	89,840.16
Step 5	79,226.60	80,811.13	82,427.36
Step 6	67,771.93	69,127.37	70,509.92
Step 7	55,210.91	56,315.12	57,441.43
Step 8	41,400.78	42,228.80	43,073.37

SCHEDULE B
(EFFECTIVE FOR EMPLOYEES HIRED 1/6/16 AND AFTER)

	1/1/2016	1/1/2017	1/1/2018
Step 1	106,374.43	112,581.92	114,833.56
Step 2	100,515.50	102,525.81	104,576.33
Step 3	93,396.91	95,264.85	97,170.15
Step 4	86,351.56	88,078.59	89,840.16
Step 5	79,226.60	80,811.13	82,427.36
Step 6	67,771.93	69,127.37	70,509.92
Step 7	61,492.00	62,721.84	63,976.28
Step 8	55,210.91	56,315.12	57,441.43
Step 9	48,306.00	49,272.12	50,257.56
Step 10	41,400.78	42,228.80	43,073.37

- A. A detective patrol officer shall receive five hundred dollars (\$500) 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.

2. Out of Rank Pay

Whenever a patrol officer serves as an officer in charge and performed the duties of that position for five (5) cumulative days within a calendar year, the officer shall receive compensation at the starting rate of pay for the superior officer beginning with the sixth (6th) day said performance occurs and for every day thereafter during that calendar year.

**ARTICLE VI
HOLIDAY PAY**

- 1. Holmdel Township recognizes the following fifteen (15) holidays as applicable to Police Officers:

- 1. New Year's Day

2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
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 (1/2) for the holiday. Only one (1) day shall be considered the holiday when the holiday may fall on a weekend.

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
VACATION TIME

1. Vacation Accrual

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 shall take their vacation in the year it is earned.

2. Personal Accrual

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.

3. The State Delegate to the Holmdel PBA Local 239 shall be permitted to attend the monthly State PBA meetings, 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. The PBA will provide the Chief of Police the name of the delegate and listing of all meeting dates by January 15th of each year.

B. If the Delegate is scheduled to work the day shift on the date of the State Board of Delegates Meeting, he 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.

C. 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.

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

ARTICLE VIII
CLOTHING

1. Voucher System

A. A patrol officer shall receive an annual clothing allowance of five hundred seventy-five dollars (\$575). This clothing allowance shall be allotted through voucher procedure and in accordance with applicable ordinances and statutory procedure.

B. Patrol officers shall receive an annual clothing maintenance allowance of four hundred dollars (\$400). 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.

2. Effective January 1, 2017, an annual uniform allowance of one thousand five hundred dollars (\$1,500) will be given to the officer payable by check, which shall replace the voucher system established Paragraph 1A.

3. 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.

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 twelve thousand five hundred (\$12,500) dollars.

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 twelve (12) hour work schedule, if operational throughout an entire fifty two (52) week calendar year, patrol officers shall work in excess of two thousand and eighty (2080) hours. To compensate for the excess hours worked, employees on the twelve (12) hour work schedule may accrue up to one hundred and eight (108) comp hours, which shall 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 interests 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. 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.

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

8. 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.

9. 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.

10. 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 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.

11. 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 ½) 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 one hundred (100) hours worth of comp time into a bank. Once said one hundred (100) 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.

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 a 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 Horizon Blue Cross Blue Shield of NJ and shall be subject to appropriate state and federal laws concerning health plans. The Township reserves the right to change carriers provided the level of benefits remains the same.

C. Effective January 1, 2017, the Township shall offer one health plan which shall be the Horizon High Deductible Health Savings Account (HSA) Plan:

1. Prescriptions shall be paid at 80% after deductible
2. Mail order prescriptions shall be paid at 100% after deductible

3. The deductible amount of two thousand five hundred dollars (\$2,500) (single coverage) or five thousand dollars (\$5,000) (family, 2 adult or parent/child(ren)) will be placed into a Health Savings Account in the employee's name every calendar year. In the event the amount of either or both deductibles change, the new amount will be placed in the HSA.

D. 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 classifications 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.

ARTICLE XII
FUNERAL LEAVE

1. Patrol officers shall be entitled to three (3) calendar days off in the event of the death of a member of their immediate family or the immediate family of their spouse.
2. The patrol officer is entitled to these three calendar (3) days, but it is in their option to take none, one, two, or three of the calendar days.
3. The immediate family is spouse, mother, father, sister, brother, or child of the individual or their spouse.

ARTICLE XIII
COLLEGE CREDITS

1. Every patrol officer employed by the Township hired prior to January 1, 1979, who elects to further their education in an endeavor to make themselves a more knowledgeable person, shall receive twenty dollars (\$20) for each college credit they successfully complete. This remittance will be in addition to their annual salary, and other benefits patrol officers are entitled to.
 - A. Only courses which are creditable toward a degree in law enforcement or criminal justice are applicable to this incentive payment.
 - B. The patrol officer will receive payment for these credits upon the submission of a voucher to the Township with a copy of the transcript as verification of credits obtained prior to December 31st on courses completed prior to December 31st for the year in which credit is taken under the terms of this contract, in accordance with applicable local ordinances and procedures.
 - C. The patrol officer will receive continuous annual payment for all college credits accumulated after January 1, 1974; this accumulated amount being added to base salary, but not becoming a part of base salary. Example: If a patrol officer had obtained three (3)

college credits after January 1, 1974, they would receive sixty dollars (\$60) upon submitting a voucher to the Township. This same patrol officer obtained an additional six (6) credits in the calendar year 1975, they would receive money for all credits accrued to that date and would receive payment for a total of nine (9) credits, or one hundred and eighty dollars (\$180).

2. Every patrol officer employed by the Township hired after December 31, 1978, who elects to further their education in an endeavor to make themselves a more knowledgeable person, shall receive five hundred dollars (\$500) upon their obtainment of an Associate's Degree in Criminal Justice or other social science area at the discretion of the Township Administrator. Further, obtaining a Bachelor's Degree in Criminal Justice, or other social science area at the discretion of the Township Administrator, shall increase this payment to one thousand dollars (\$1,000).

A. Payment shall be made as a bonus in the year a degree is obtained. In succeeding years, for payroll purposes, it shall be paid over the pay periods for that calendar year and each year thereafter.

B. The degrees must be obtained through credits gained by attending classes at an accredited college and granted by a college that awards degrees in residence. No external degrees, correspondence, credits, or any non-attendance accreditation shall count in this determination.

ARTICLE XIV **LONGEVITY**

1. Upon completion of five (5) years of service with the Township, longevity will be paid by the Township to each patrol officer on the patrol officer's anniversary date, defined as the anniversary of the patrol officer's first day of work for the Township, in accordance with the following:

A. Beginning with the sixth (6th) year, a patrol officer's annual salary will be increased by two thousand dollars (\$2,000) to be paid as part of their regular pay.

B. Beginning in the eleventh (11th) year, a patrol officer's annual salary will be increased by three thousand dollars (\$3,000) to be paid as part of their regular pay.

C. Beginning in the fifteenth (15th) year, a patrol officer's annual salary will be increased by four thousand dollars (\$4,000) to be paid as part of their regular pay.

2. All Longevity set forth in this section shall be discontinued effective January 1, 2017.

ARTICLE XV **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 the 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 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 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 ten (10) working 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 the 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 Arbitrator process shall follow the procedures as outlined by the Arbitrator selected.

Arbitration Expenses: All fees and expenses of the Arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the Arbitrator.

Arbitrator's Powers: The Arbitrator shall have no power to add, subtract or modify the terms of this Agreement. Although no incident occurring prior to the 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 grievances 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.

ARTICLE XVI **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

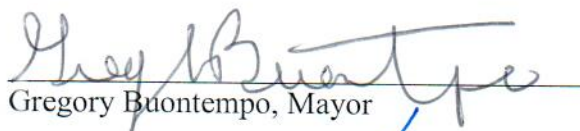
Patrol Officer Agreement

THIS AGREEMENT shall be effective as of January 1, 2016 and expire on December 31, 2018.

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 _____ 2017.

TOWNSHIP OF HOLMDEL



Gregory Buontempo, Mayor



WITNESS



Donna M. Vieiro, Township Administrator



WITNESS

HOLMDEL PBA LOCAL 239



John Allen, PBA President



WITNESS



Michael Michalski, PBA Delegate



WITNESS