

**BOROUGH OF FREEHOLD**

**AND**

**FREEHOLD BOROUGH POLICE SUPERIOR OFFICERS ASSOCIATION AGREEMENT**

**JANUARY 1, 2022- December 31 2026**

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**PREAMBLE**

THIS AGREEMENT, made this 23<sup>rd</sup> day of Oct, 2023, by and between the Borough of Freehold, in the County of Monmouth, a municipal corporation of the State of New Jersey (hereinafter called the "Borough"), and the Superior Officers Association of the Freehold Borough Police Department (hereinafter called the "Association"), represents the complete and final understanding between the Borough and the Association.

**ARTICLE I - RECOGNITION**

**SECTION 1: RECOGNITION OF THE ASSOCIATION.**

The Borough recognizes the Association during the term of this Agreement as the exclusive representative of the Freehold Borough Police Department Police Lieutenant(s) and Captains), excluding confidential employees.

**SECTION II: COTERMINOUS PROVISIONS.**

This agreement contains the entirety of the agreement between the borough and the association. No other agreement shall apply to the relationship between the parties except as required by applicable law.

**ARTICLE II - COMPENSATION**

The members of the Association shall be paid at the following wage rates on an annualized basis:

	2021	2022	2023 Bonus	2023	2024 Bonus	2024	2025	2026
Increase		2%	10,000	2.75%	\$5,000	2.50%	2.50%	2.75%
Captain >20	166,930	170268.6	180268.6	185225.98	190225.98	194981.62	199856.16	205352.2
Captain <20	162,143	165385.9	175385.9	180209.01	185209.01	189839.23	194585.21	199936.3
Increase for Lt.			7500		\$2500			
Lieutenant >20	157,541	160691.8	168,191.8	172817.07	175317.07	179699.99	184192.48	189257.77
Lieutenant <20	152,691	155744.8	163244.8	167734.03	170234.03	174489.88	178852.12	183770.55

For any officer promoted to the rank of Lieutenant after January 1<sup>st</sup> 2023, that officer will receive their raise with a step increment. For the first year at the rank of Lieutenant the officer will receive a raise equal to one half of the difference

between the Sergeants salary and the corresponding Lieutenants salary. After the completion of the year in grade at the Lieutenants position, the officer will receive Lieutenants salary as prescribed in the salary guide listed above.

**Section 1:** For superior officers hired prior to January 1, 2012 the following compensation for degrees in a Police Science from an accredited college or university

Associates Degree	\$800 per year
B.A. Degree	\$1500 per year
M.A or Law Degree	\$2000 per year

### ARTICLE III - OTHER COMPENSATION

#### **SECTION 1:**

The borough reserves the absolute right to schedule extra duty hours as required in a manner that is, in the sole opinion of the chief of police, most advantageous to the department and the borough and consistent with the requirements of the department and the public interest.

#### **SECTION 2:**

If a member must be called in for duty on a day that member shall earn other compensation at a rate of one and one-half (1 1/2) times the actual number of hours worked.

A superior officer can request compensatory time off in lieu of receiving overtime pay. Compensatory time will be earned at the rate of one and one-half hours ( 1 ½ ) for every extra duty hour worked. An officer cannot accumulate more than 40 hours of compensatory time, at any time, unless granted specific authorization from the Chief of Police.

#### **SECTION 3:**

Members of the association shall be eligible for overtime compensation up to a cap of \$6,000 annually. Said cap shall include normal administrative duties. Actual patrol events arising from emergencies, special assignments, special events, etc. as authorized by the Chief of the Department shall not be included in that total.

#### **SECTION 4:**

The Chief of the Department reserves the absolute right to deploy departmental resources and personnel in a manner

determined to be necessary and appropriate for the efficient and effective management of the department.

#### **ARTICLE IV. - GRIEVANCE PROCEDURE**

##### **SECTION 1: PROCEDURE TO BE FOLLOWED:**

The Association and the Borough specifically agree that the grievance procedure outlined in this agreement shall be the sole and exclusive method available for addressing employee complaints, excluding those complaints governed by Civil Service Regulations and Procedures.

Accordingly, the Association pledges that if any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article, and pending such a settlement, all employees shall carry out their assignments as directed by the Chief of the Department, the Borough and their supervisory officers.

If any employee should refuse to follow the settlement procedure herein, but rather takes some other action, except such action as is provided for in Civil Service Regulations, such other action shall constitute a violation of this Agreement and shall make the employees and all other employees participating in such violation subject to disciplinary procedures at the discretion of the Borough, and subject to the provisions of the Civil Service Regulations. A complaint or grievance of any officer relating to conditions of work, if not otherwise provided for by law, rule or regulation shall be settled in the following manner:

**STEP ONE:** The aggrieved employee and their immediate supervisor shall attempt to arrive at an amicable resolution to the disagreement.

**STEP TWO:** The aggrieved shall institute action under the provisions hereof within seven (7) calendar days after the event giving rise to the grievance. The action will be instituted by the grievant submitting a signed statement setting forth, in writing, a concise factual report of the grievance. An earnest effort shall be made to settle the differences between the aggrieved and the Chief of the department at the time the grievance is filed for the purpose of resolving the matter informally. Failure to institute action within the said seven calendar day limitation may be extended upon presentation to the Borough of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed

time. The Chief shall make an effort to resolve the problem within a reasonable time, but shall render a decision in writing within seven (7) days after receipt of the grievance.

**STEP THREE:** If the aggrieved person is not satisfied with the handling or result of the grievance at the second step, he may, within five (5) calendar days, notify the Business Administrator or duly authorized designee that he/she wishes to have the Administrator rule on the aggrieved matter. A meeting shall be set within ten (10) days after the Business Administrator has received the request that he or she rule on the matter. The Business Administrator's or designee's decision shall be delivered, in writing, to the grievant and the Association within ten (10) calendar days after said meeting.

**STEP FOUR:** Should the aggrieved person be dissatisfied with the decision of the Business Administrator, and if the grievance alleges a violation, misapplication or misinterpretation of the specific provisions of this Agreement, the Association may submit the dispute to final and binding arbitration pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission (PERC). The decision of the arbitrator shall be final and binding on all parties to the dispute. The arbitrator shall limit his decision to the issue submitted, and he shall be without power to add to, delete from, or modify the provisions of this Agreement.

## **ARTICLE VI - SICK LEAVE**

### **Section 1:**

Each Superior officer shall earn fifteen ( 15 ) days of sick leave per calendar year ( 120 hours )

Sick leave not taken shall accumulate to the employee's credit from year to year, and the employee shall be entitled to such accumulative sick leave with pay if and when needed

When an employee retires with 25 or more years of service, they shall be entitled to one-half (½) pay for accumulated unused sick time in an amount not to exceed \$20,000. The retiring employee shall advise the borough of their intention to retire by November 1, of the year before their anticipated retirement in order to accommodate budgetary

requirements. Notice of an impending retirement made after November 1 may result in the accumulated sick leave payment being paid in the following calendar year.

#### **ARTICLE VII - RETIREMENT HEALTH BENEFITS**

The Borough shall continue to provide health insurance benefits to an employee who has 25 years of creditable service or as required by law, and who is receiving retirement benefits from the Police and Firemen's Retirement System in the same manner that the Borough provided to the employee while he/she was on active status.

Should a reduction in medical benefit payments be negotiated by future PBA/SOA contracts the reduction in payments will be in effect for the SOA officers who retired under this contract.

#### **ARTICLE VIII - WORK SCHEDULE**

The work schedule is established by the Chief of Police.

#### **ARTICLE IX - LEAVE TIME**

Effective January 1, 2023, members of the Superior Officers Association will receive twenty six (26) working days' vacation. Members of the Superior Officers Association are also entitled to 4 Personal Leave Days per calendar year. The members shall be entitled to five (5) Administrative Leave days per year. The personal and administration days must be taken during the year and cannot be carried over to subsequent years. The administration will be allowed to carry 5 vacation days if they choose to the next calendar year. Members of the SOA will also be entitled to convert six (6) sick days from their bank into vacation days. Notice of the intent to convert the days shall be given to the Chief of police no later than January 15<sup>th</sup> of the calendar year.

During the final year of service, members of the administration may either take the full vacation allotment including carryover and sick conversion days, or receive full compensation for these days in lieu of the time off. If a member of the administration should die or resign due to a terminal illness, members will receive full vacation benefits for the members last year.

**ARTICLE X - SEPARABILITY AND SAVINGS**

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 the 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.

**ARTICLE XI - MEDICAL, DENTAL, LIFE, ETC. INSURANCE**

**SECTION 1:**

The Borough of Freehold shall continue to provide employees and their eligible dependents medical insurance and prescription coverage through the New Jersey State Health Benefits Plan, or a comparable insurance plan, including an approved Health Maintenance Organization. Employees who opt to have medical coverage will be required to contribute the requisite amount as prescribed by New Jersey State Law, but in no event less than the following:

**Single Coverage:**

Salary Range:	
Less than \$20,000	4.5%
20,000 - 24,999	5.5%
25,000 - 29,999	7.5%
30,000 - 34,999	10%
35,000 - 39,999	11%
40,000 - 44,999	12%
45,000 - 49,999	14%
50,000 - 54,999	20%
55,000 - 59,999	23%
60,000 - 64,999	27%
65,000 - 69,999	29%
70,000 - 74,999	32%
75,000 - 79,999	33%
80,000 - 94,999	34%
95,000 +	35%

**Family Coverage:**

Salary Range:	
Less than \$25,000	3%
25,000 - 29,999	4%
30,000 - 34,999	5%
35,000 - 39,999	6%



40,000 - 44,999	7%
45,000 - 49,999	9%
50,000 - 54,999	12%
55,000 - 59,999	14%
60,000 - 64,999	17%
65,000 - 69,999	19%
70,000 - 74,999	22%
75,000 - 79,999	23%
80,000 - 84,999	24%
85,000 - 89,999	26%
90,000 - 94,999	
95,000 - 99,999	29%
100,000 - 109,999	32%
110,000 +	35%

**Member/Spouse or Parent/Child:**

Less than \$25,000	3.5%
25,000 - 29,999	4.5%
30,000 - 34,999	6%
35,000 - 39,999	7%
40,000 - 44,999	8%
45,000 - 49,999	10%
50,000 - 54,999	15%
55,000 - 59,999	17%
60,000 - 64,999	21%
65,000 - 69,999	23%
70,000 - 74,999	26%
75,000 - 79,999	27%
80,000 - 84,999	28%
85,000 - 99,999	30%
100,000 +	35%

**SECTION 2:**

Employees, while rendering aid to another community at the direction of their supervisor, shall be fully covered while rendering such mutual aid by Workers' Compensation, liability, and life insurance and pension as provided by State law.

**SECTION 3:**

The Borough shall provide dental insurance coverage for employees and their families based upon a 70/30 plan, with the Borough paying the full cost of the super-composite premium.

**SECTION 4:**

Each employee shall be eligible to receive \$150 per year towards the purchase of eyeglasses for the employee. The \$150 will be paid upon presentation of a receipt indicating purchase of prescription eyeglasses for the employee.

**SECTION 5:**

The Borough shall maintain a false arrest and professional liability insurance policy.

**SECTION 6:**

The Borough shall participate in the New Jersey Unemployment and Disability Insurance Programs with members contributing to the program in the manner stipulated by State regulations.

**ARTICLE XII - FULLY BARGAINED PROVISIONS**

**SECTION 1:**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able 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.

**SECTION 2:**

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.

**Article XIII- Vests**

Freehold Boro will provide from a choice of three to five vests from which to choose from at the time of renewal. All vests shall be rated at a minimum of Level IIIA. Costs shall not exceed \$1500 per vest.

#### **Article XIV: Outside Employment**

- 1.) Outside employment compensation for employees in this unit for " outside Jobs" with Freehold Borough for contractors, businesses, special projects etc. is administered through the Borough. Such outside employment, as per past practice, is exclusively offered to association employees prior to being made available to police employees from other New Jersey communities.
  
- 2.) Outside employment shall be assigned via Extra Duty Solutions, and the rate of pay shall be equal to the overtime rate of a patrolman 2<sup>nd</sup> class.
  
- 3.) There shall be a special rate for all work completed for the Freehold Boro School District. SaId rates shall be based on a fee schedule prepared by the school district and agreed to by Freehold Boro.

#### **Article XV: DURATION OF AGREEMENT**

This Agreement will be effective as of January 1, 2022 and will terminate at midnight on December 31, 2026. Proposals for a Successor Agreement may not be submitted prior to July 1, 2026. Any provision of this Agreement may be changed, supplemented, or altered, provided both parties mutually agree in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Borough of Freehold, County of Monmouth, State of New Jersey, on this 23<sup>rd</sup> day of Oct, 2023.

SUPERIOR OFFICERS  
ASSOCIATION

BOROUGH OF FREEHOLD

By: Capt. Ronnie Stoppa  
Capt. [Signature]  
Name / Title

By: [Signature]  
Kevin A. Kane, Mayor

ATTEST: [Signature]

ATTEST: Traci DiBenedetto  
Traci DiBenedetto, RMC