

SERGEANTS' CONTRACT: 1982-84

Holmdel, Township  
and  
PBA Local 239,  
(Sergeants)

ARTICLE I. RECOGNITION

The Township recognizes the P.B.A. Local 239 as the exclusive representative for all sergeants of the Holmdel Police Department for the purpose of negotiations and representation for this contract.

NC 1982-84

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X Jan. 1, 1982 - Dec. 31, 1984

ARTICLE II. SALARIES

1. The salaries of all sergeants covered by this agreement are set forth below.
2. The following are the steps covering sergeants:
  - A. Sergeant 2nd Class - A sergeant who has been so designated for a period of less than one year.
  - B. Sergeant 1st Class - A sergeant who has been so designated for a period of one year, and is beginning his second year.
  - C. Detective Sergeant - A sergeant who has been assigned to the Investigation Division by the Chief of Police, and agreed to by the Township Committee.

3. SALARIES:

	<u>1982</u>	<u>1983</u>	<u>1984</u>
Sergeant 2nd Class	\$24,825	\$27,300	Open
Sergeant 1st Class	27,000	29,700	Open
Detective Sergeant	+ 400	+ 500	+500

4. Sergeants shall not receive any overtime with the following exception:

Where funding for salary at overtime rates is received from the Federal Government, State Government or County Government for specific projects, a Sergeant shall receive one and one-half times his regular hourly pay for those hours he works outside his normal duty hours

and for which the Township receives direct reimbursement from these other levels of government for the specific project.

Examples of past projects to which this would apply in the future are County Park detail billed to the County Park System, and the Driving While Intoxicated Federal Grant Program.

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ARTICLE III. HOLIDAYS

1. In addition to the salary in Article II, each sergeant shall receive the following:
  - A. \$125 for all holidays worked, with no compensatory time off taken.
  - B. \$60 for a holiday which falls on a scheduled day off and on which he does not work.
  - C. \$60 for a holiday which he works with a compensatory day off.

The working of holidays and the decision regarding compensatory time off shall be at the sole discretion of the Chief of Police.

2. In 1983, 1.A. shall increase to \$150, and 1.B. and 1.C. shall increase to \$90.
3. The following dates are holidays for the purpose of this Article:

<u>1982</u>	<u>1983</u>	<u>1984</u>
Jan. 1	Jan. 1	Jan. 1
Feb. 12	Feb. 12	Feb. 12
Feb. 15	Feb. 21	Feb. 20
April 9	April 1	April 20
May 30	May 30	May 30
July 4	July 4	July 4
Sept. 6	Sept. 5	Sept. 3
Oct. 11	Oct. 10	Oct. 8
Nov. 11	Nov. 11	Nov. 11
Nov. 25	Nov. 24	Nov. 22
Nov. 26	Nov. 25	Nov. 23
Dec. 25	Dec. 25	Dec. 25

4. Payment for holidays shall be made in a lump sum with the regular final payroll for the month of November of the year earned.

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ARTICLE IV. LONGEVITY

1. On completion of five years of service with the Holmdel Township Police Department, longevity will be paid by the Township of Holmdel to each sergeant.
2. Beginning with the 6th year, a sergeant's annual salary will be increased by:

In the 6th through 10th years	\$ 500
In the 11th through 15th years	\$1,000
In the 16th year and following	\$1,500
3. For the purposes of payroll, the longevity payment shall be included in a sergeant's regular pay check, proportioned throughout the year. The annual payment is not cumulative.

ARTICLE V. VACATION TIME/PERSONAL DAY

1. A sergeant of the Holmdel Township Police Department shall accrue vacation time as follows:

- 1 - 5 years: 1 day per month
- 6 - 10 years: 1½ days per month
- 11 - 20 years: 1½ days per month'
- 21 - 25 years: 20 days per year
- 26 years plus: 25 days per year.

2. Sergeants who have accumulated sick leave shall be entitled to two (2) personal days off with pay per year, charged against sick leave. These days shall be scheduled ahead of time in accordance with the rules and procedures established by the Chief of Police.

3. All parts of this article are accepted for 1984 except the amount of vacation time. The amount of vacation time only shall be subject to negotiation for 1984.

ARTICLE VI. CLOTHING

A. ALLOWANCE

1. Each and every sergeant of the Holmdel Township Police Department shall receive a clothing allowance as follows:

1982	\$525
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1983	\$575
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2. The clothing allowance shall be administered through a voucher system. Articles of uniform apparel or any regulation equipment, as determined by the Chief of Police, may be purchased from any vendor provided they meet the standards established by the Chief of Police. The Township shall process and pay vouchers for all uniforms so purchased upon proper submission, up to the amount of the sergeants clothing allowance for the calendar year.

B. MAINTENANCE

1. Each and every sergeant employed by the Holmdel Township Police Department shall receive a clothing maintenance allowance as follows:

In the year 1982	\$200
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In the year 1983	\$225
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2. 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 sergeant in accordance with applicable Township ordinances and procedures.



C. All parts of this article except the dollar amounts are accepted for 1984. The dollar amounts only are subject to renegotiation for 1984.

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ARTICLE VII. SICK LEAVE

1. A sergeant of the Holmdel Township Police Department shall accrue sick leave at a rate of  $1\frac{1}{4}$  (1.25) days per month.
2. A sergeant upon qualified PERS retirement shall receive pay for all unused accrued sick leave up to 120 days at the rate of 1 day's pay for each 2 days accrued, with a monetary limit of \$5,000.

PERS: Public Employees Retirement System

ARTICLE VIII. INSURANCE

1. The Township shall provide each sergeant with a \$10,000 group term life insurance which will be with an insurance company of the Township's selection.
2. Hospitalization insurance:
  - A. The Township of Holmdel shall pay and provide hospitalization insurance for each and every sergeant employed by the Holmdel Township Police Department, and said sergeant's eligible wife and children.
  - B. This insurance shall be Blue Cross/Blue Shield, Major Medical, and Rider "J" Coverage under the State of New Jersey Employment Plan, subject to appropriate State laws concerning community health plans.
  - C. Each sergeant shall have the choice of the particular plan selection.

ARTICLE IX. FUNERAL LEAVE

1. Sergeants employed by the Holmdel Township Police Department shall be entitled to three days off in the event of the death of a member of his immediate family, or the immediate family of his spouse.
2. The sergeant is entitled to these said three days, but it is his option to take none, one, two, or three of the days.
3. The immediate family is spouse, mother, father, sister, brother, child, step-parents, step-children, and step-siblings of the sergeant or his spouse.
4. These said days will be charged to the sick time accumulation, or entitlement of the individual sergeant, and additional days may be granted by the Chief of Police.

ARTICLE X. COLLEGE CREDITS

1. In addition to the sergeants's salary, the Township shall pay a bonus for degrees acquired while a sergeant is employed by the Holmdel Township Police Department. The degree shall be in Criminal Justice. It 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.

The payments shall be:

Associates Degree in Criminal Justice	\$ 350
Bachelor's Degree in Criminal Justice	\$1,000

2. 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.
3. Any sergeant who will have payments under prior contracts for college credits accumulated in an amount that would exceed the payments in Section 1 above, shall continue to receive yearly payments of the amount so earned until such time as he receives a degree which would pay a bonus higher than the amount he is receiving for accumulated credits. At that time he would receive the amount for the degree and the college credit amount would be discontinued.

If this change-over point occurs in mid-year, the difference shall be pro-rated from the time of the award of the degree.

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## ARTICLE XI. 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 sergeant or group of sergeants.

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 sergeant or sergeants 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 or compliance therewith can only be pursued by the individual or individuals directly affected. The P.B.A. may pursue the grievance on behalf of the individual or groups of individuals, but may only do so with the written concurrence of that individual or group of individuals. The individual or group of individuals shall retain the right to pursue the grievance on his own at any point.

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

- A. Any employee who believes that the contract interpretation has been applied incorrectly to him may institute an action to resolve the matter within his next five (5) working 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 Sergeant.

If the Chief of Police is not able to resolve the grievance, he shall refer it to the Administrator. The Administrator shall review the matter with the Sergeant 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 Sergeant or his

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 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 Sergeant is still not satisfied with the resolution of the matter, then binding arbitration shall be used to finally resolve the matter.

The scope of arbitration shall be strictly the conditions enumerated in the contract.

The arbitrator shall be selected by mutual agreement of the Sergeant and the Township Committee. If the Township Committee and Sergeant 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 as they exist at the time of this agreement.

An arbitration 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 grievance unless the Sergeant waives his 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 Sergeant and the Township.

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TOWNSHIP OF HOLMDEL, NEW JERSEY

HOLMDEL TOWNSHIP POLICE DEPARTMENT SERGEANTS' AGREEMENT

This agreement is made effective January 1, 1982 between the Township of Holmdel, as employer, and the Patrolmen's Benevolent Association of Holmdel, New Jersey, Local 239, and shall continue in effect until a new agreement has been reached by both parties.

In witness whereof the parties hereto have caused these amendments to be signed, and the Township Seal of Holmdel to be placed hereon this 20th day of October, 1981:

Mayor

James M. Cap

Raymond P. Wilson  
Representative of P.B.A. Local 239

Attest:

John P. Wadlington  
John P. Wadlington, Township Clerk