

Contract no. ~~1086~~ 1099

AGREEMENT

Between

FREEHOLD TOWNSHIP

MONMOUTH COUNTY, NEW JERSEY

And

FREEHOLD TOWNSHIP

SUPERIOR OFFICERS ASSOCIATION

INSTITUTE OF MANAGEMENT
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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	GRIEVANCE PROCEDURE	5
IV	HOURS AND OVERTIME	10
V	HOLIDAYS	12
VI	VACATIONS	13
	RESERVED	15
VII	SICK LEAVE	16
VIII	HOSPITALIZATION, LIFE INSURANCE AND DENTAL	21
IX	PENSION PLAN	23
X	SALARY GUIDE	24
XI	LONGEVITY	25
XII	COLLEGE INCENTIVE PAY	26
XIII	DETECTIVE INCREMENT	27
XIV	NO-STRIKE PLEDGE	28
XV	NON-DISCRIMINATION PLEDGE	29
XVI	BEREAVEMENT LEAVE	30
XVII	SEPARABILITY AND SAVINGS	31
XVIII	FULLY BARGAINED PROVISIONS	32
XIX	TERM AND RENEWAL	33

PREAMBLE

THIS AGREEMENT entered into this day of December, 1991, 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 the FREEHOLD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION (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 Superior Officers 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 the 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 of

Management Rights (continued)

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.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 violation of any of the provisions of this Agreement or disciplinary actions against any employee covered under this Agreement of four (4) days or more, and may be raised by an individual, the Association on behalf of and at the request of an individual or group of individuals.

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 grievances which will proceed in accordance with Section D, and

Grievance Procedure (continued)

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 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 prescribed 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 (7) 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

Grievance Procedure (continued)

with the Association Attorney, if requested by the grievant. The Municipal Administrator's answer to the second step shall be delivered to the Association 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 Association and the Association Attorney, if requested by the grievant. The Township Committee's answer to the third step shall be delivered to the Association 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 for arbitration as noted below or where appropriate for a Department of Personnel review.

Step Five:

If the aggrieved should elect to file for arbitration, the matter may be referred to arbitration within fourteen (14) calendar days of the decision of the Township Committee. An arbitrator shall be selected in accordance with the procedures

Grievance Procedure (continued)

of the Public Employment Relations Commission. However, no arbitration shall be held for a period of thirty (30) days. In the event the aggrieved files for a review by the Department of Personnel, the matter shall be withdrawn from arbitration and all filing costs shall be borne by the aggrieved or the Union.

1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.

2. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

3. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.

4. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties; subject, however, to any applicable statutes and case law available to the parties.

5. Either the Township or the Union may waive any of the steps of the grievance procedure, but said waiver can only be done in writing with the consent of the other party in question.

Grievance Procedure (continued)

6. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, then disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Association 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 Association 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 designee, will, at the discretion of the Police Chief receive pay or compensatory time off for such overtime work. Scheduling of compensatory time off is subject to approval by the Police Chief.

Pursuant to the Fair Labor Standards Act, compensatory time in lieu of overtime payment in cash may be accrued up to four hundred eighty (480) hours. Employees who have accrued the maximum four hundred eighty (480) hours of compensatory time must be paid cash wages at the overtime rate for all overtime hours worked in excess of the maximum for the work period set forth in this Article.

C. Overtime compensation, whether in cash or compensatory time, shall be computed at one and one-half (1 1/2) times the regular rate of pay 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.

Hours and Overtime (continued)

D. Employees shall be compensated at the rate of one and one-half (1 1/2) their regular rate of pay for a minimum of two (2) hours when they are called in for duty from off-duty status.

ARTICLE V

HOLIDAYS

A. The following holidays shall be recognized:

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

B. During the term of this Agreement, all employees covered by the Agreement shall be compensated for holidays in accordance with either of the following formulas:

1. One (1) day's pay for each of ten (10) holidays and compensatory time for four (4) holidays:

OR

2. One (1) day's pay for each of eight (8) holidays and compensatory time for six (6) holidays:

OR

3. One (1) day's pay for each of fourteen (14) holidays and no compensatory time:

OR

4. Compensatory time for each of fourteen (14) holidays in lieu of any payment for recognized holidays.

C. 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. The term "annual leave" shall mean the total annual leave which had been previously defined as vacation days and personal days.

First (1st) through fifth (5th) year of employment -
Sixteen (16) vacation days;

Sixth (6th) through tenth (10th) year of employment -
Nineteen (19) vacation days;

Eleventh (11th) year of employment -
Twenty (20) vacation days;

Twelfth (12th) year of employment -
Twenty-one (21) vacation days;

Thirteenth (13th) year of employment -
Twenty-two (22) vacation days;

Fourteenth (14th) year of employment -
Twenty-four (24) vacation days;

Sixteenth (16th) year of employment -
Twenty-five (25) vacation days;

Twentieth (20th) year of employment -
Twenty-six (26) 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 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.

Vacations (continued)

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 rescheduled at a future date.

RESERVED

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, mother-in-law, grandfather, grandmother and grandchild of the employee. It shall also include relatives other than 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

Sick Leave (continued)

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.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitled him to sick leave, the Chief or designee shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Chief or designee may be cause for denial of the sick leave for that absence and constitute cause for disciplinary action.

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

3. Employees are required to report "fit for duty" following sick leave whether or not they are scheduled for work following the illness. This will inform the Township of their availability in the event of emergency call-back.

D. SERVICE-CONNECTED SICKNESS, INJURY OR DISABILITY LEAVE

1. Employees covered under this Agreement will be paid their regular straight time rate of pay for a period not in excess of fifty-two (52) weeks for each new and separate

Sick Leave (continued)

service-connected sickness, injury or disability, commencing on the first day of any such service-connected injury or disability (N.J.S.A. 40:11-9). Temporary disability benefits paid by Worker's Compensation Insurance to the employee will be paid over to the Township.

2. Self-inflicted injuries or those service-connected injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Article.

3. Any employee who accepts outside employment during the periods of service-connected sickness, injury or disability leave shall be deemed physically fit to return to duty and shall be subject to loss of service-connected sickness, injury and disability pay.

4. When such sickness, injury or disability leave is granted, the employee shall not be charged any sick leave time for such time lost due to such sickness, injury or disability. (Section 5-12.3(a) Township Code).

E. 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

Sick Leave (continued)

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 on sick leave, whenever 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.

F. SICK LEAVE UPON RETIREMENT

1. Upon retirement from the Township Police Department in accordance with the provisions of the pension plan, an employee will be entitled to a terminal sick leave benefit in accordance with the following provisions:

a. One-half (1/2) day for each full day of unused sick leave.

Sick Leave (continued)

b. Maximum benefit to which an employee may be entitled to under this Agreement is twelve thousand (\$12,000.00) dollars.

c. This Agreement becomes effective as of January 1, 1992 for employees who retire thereafter.

ARTICLE VIII

HOSPITALIZATION, DENTAL AND LIFE INSURANCE

A. The Township shall continue to provide enrollment in Blue Cross and Blue Shield of New Jersey for all employees and their families, 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 this plan. The employee at his option may request enrollment in an HMO plan. The Township will pay the cost of such plan up to the amount which it pays for the Blue Cross and Blue Shield of New Jersey plan. Any HMO premium charges beyond such cost will be borne by the employee.

B. The Township will continue to provide for each member of the Association the current group accidental death and disability coverage for the life of this Agreement. The aforementioned coverage shall be continued at ten thousand (\$10,000.00) dollars.

C. The Township will make the following periodic payments to the Association into an Association fund used to purchase dental benefits.

1. Actual costs up to a maximum cost in 1992 of seventy dollars (\$70.00) per employee per month for family coverage.

2. The dental insurance costs for 1993 will be linked and identical to those benefits provided in the P.B.A. contract for 1993.

Hospitalization, Dental and Life Insurance

3. The payment of C1 will be prorated for employment of less than a full year.

4. Any increase in the cost of such coverage during the lifetime of this Agreement shall be borne by the individual employee of the Association.

D. The Township will provide a hospitalization program under Blue Cross and Blue Shield of New Jersey for those employees at their normal retirement or disability retirement. Such benefit will remain at the existing level or higher than that provided upon retirement or disability.

E. The Township may, at its option, change any of the aforementioned plans or carriers so long as substantially similar 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 Police and Firemen's Retirement System of New Jersey.

ARTICLE X

SALARY

The following salary guide shall be in effect for Sergeants during the life of this Agreement:

Salary for 1992 to be:

Junior Sergeant \$1,500 under the Senior Sergeant

Senior Sergeant \$50,550

Salary for 1993 to be:

Junior Sergeant \$1,500 under the Senior Sergeant

Senior Sergeant \$3,550 over the top patrolman

A patrolman who is promoted to the position of Sergeant shall receive the starting (Junior) pay step for the period of one (1) year from such 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 the employment anniversary date:

	<u>1992</u>
5 - 9 Years	\$ 800.
10 thru 15 Years	1,300.
16 thru 19 Years	1,500.
20 and Over	1,800.

	<u>1993</u>
5 - 9 Years	\$1,100.
10 thru 15 Years	1,600.
16 thru 19 Years	1,700.
20 and Over	2,100.

Longevity pay will be paid during the term of this Agreement. Longevity pay will be added to the salary as noted in Article X and dispersed on the regular pay dates throughout the year.

ARTICLE XII

COLLEGE INCENTIVE PAY

A. In addition to the salary noted in Article X, college incentive pay will be paid at the rate of fifteen (\$15.00) dollars per course credit, for a maximum of 120 credit hours.

B. Payment is conditioned upon the following:

1. Courses must lead to an Associate or Baccalaureate Degree in Police Science or Criminal Justice.

2. Courses must have been satisfactorily completed with a minimum of one (1) grade point (or equivalent) per credit hour.

3. Payment will be included in the employee's 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. Salary adjustment to be made the first of the month following receipt of notice of eligibility.

4. Courses must be certified by the Dean or Registrar's Office of the college as to course and program.

5. Claim for course credit must be made within sixty (60) days of completion of steps listed in 3 above.

6. Employees with less than ten (10) years of Township service must reimburse the Township of College credit payments for up to two (2) years if the employee leaves the employ of the Township except in the case of retirement, involuntary separation, death or disability.

ARTICLE XIII

DETECTIVE INCREMENT

A. A Sergeant who is assigned on a permanent basis as a full-time detective shall receive one thousand (\$1,000.00) dollars each year during the term of this contract as annual compensation in addition to the salary noted in Article X.

B. The purpose of the Detective increment is to compensate the Officer for the irregular shift and work -- called in to duty as needed and clothing allowance. Detectives may be issued minimum uniform as determined by the Chief of Police which will be maintained at Township expense. Non-uniform clothing must be purchased and maintained at the sole expense of the Detective, compensated hereunder.

C. Payment of Detective increment to be included in normal periodic payments with base salary.

ARTICLE XIV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association 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 Sergeant from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The Association 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 Association 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 Association or its members.

ARTICLE XV

NON-DISCRIMINATION PLEDGE

A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Township and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or refrain from any such activity. There shall be no discrimination by the Township and/or the Association against any employee because of the employee's membership or non-membership or activity in the Association.

ARTICLE XVI

BEREAVEMENT LEAVE

A. Employees covered under this Agreement shall suffer no loss of regular straight time pay, up to a maximum of four (4) consecutive days, one of which shall be the day of the funeral of a member of his immediate family.

B. For the purposes of this Article, immediate family shall be defined as the employee's spouse, children, foster children, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather and grandchild. It shall also include relatives of the employee residing in the employee's household.

C. Sick leave may be utilized for bereavement leave in accordance with Article VII, A.2. for time in excess of the aforementioned four (4) days.

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.

B. If any such provision is declared invalid by operation of law, parties to this Agreement will forthright entertain renegotiations 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 other parties.

ARTICLE XIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992 and shall remain in effect to and including December 31, 1993, 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, 1993. 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, 1992, only for employees on the Township's payroll as of the date of the signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Township, New Jersey on this day of *December 10*, 1991.

FREEHOLD TOWNSHIP
SUPERIOR OFFICERS ASSOCIATION

By *Dan H. Shea*
President
Attest:

[Signature]

FREEHOLD TOWNSHIP
MONMOUTH COUNTY, NEW JERSEY

By *Dorothy H. Avallone*
Dorothy H. Avallone, Mayor
Attest:

Romeo Cascales
Township Clerk