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FOR SETTLEMENT PURPOSES ONLY PURSUANT TO N.J.R.E. 408

Memorandum of Agreement Between Township of Holmdel and PBA Local No. 239 on Behalf of the Patrol Officers

The Township of Holmdel ("Township") and PBA Local No. 239 ("Union") agree to the following revisions to the parties' current collective bargaining agreement ("CBA"), subject to ratification:

I. Term of the contract January 1, 2022, through December 31, 2026.

II. *Amend Article IV, Management Rights (Current Page 2)*

Add at the end of the paragraph: "except as specifically modified or defined by specific provisions of this Agreement."

III. *Amend Article V, Salaries, Item 1 (Current Page 2)*

Patrol Officers shall be paid according to the following schedules:

SCHEDULE A	(Effective for employees hired prior to 1/1/19)				
	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step 10	\$127,988	\$132,148	\$136,773	\$141,218	\$146,161
Step 9	\$116,556	\$120,344	\$124,556	\$128,604	\$133,105
Step 8	\$108,302	\$111,821	\$115,735	\$119,496	\$123,679
Step 7	\$100,132	\$103,386	\$107,005	\$110,482	\$114,349
Step 6	\$91,870	\$94,856	\$98,176	\$101,366	\$104,914
Step 5	\$78,587	\$81,141	\$83,981	\$86,711	\$89,745
Step 4	\$71,305	\$73,623	\$76,199	\$78,676	\$81,429
Step 3	\$64,022	\$66,102	\$68,416	\$70,639	\$73,112
Step 2	\$56,015	\$57,835	\$59,860	\$61,805	\$63,968
Step 1	\$48,008	\$49,568	\$51,303	\$52,970	\$54,824

SCHEDULE B(Effective for employees hired
1/1/19 through 2/1/2022)

	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step 12	\$127,988	\$132,148	\$136,773	\$141,218	\$146,161
Step 11	\$116,556	\$120,344	\$124,556	\$128,604	\$133,105
Step 10	\$108,302	\$111,821	\$115,735	\$119,496	\$123,679
Step 9	\$100,132	\$103,386	\$107,005	\$110,482	\$114,349
Step 8	\$91,870	\$94,856	\$98,176	\$101,366	\$104,914
Step 7	\$78,587	\$81,141	\$83,981	\$86,711	\$89,745
Step 6	\$71,305	\$73,623	\$76,199	\$78,676	\$81,429
Step 5	\$67,663	\$69,862	\$72,308	\$74,658	\$77,271
Step 4	\$64,022	\$66,102	\$68,416	\$70,639	\$73,112
Step 3	\$56,015	\$57,835	\$59,860	\$61,805	\$63,968
Step 2	\$52,011	\$53,702	\$55,581	\$57,388	\$59,396
Step 1	\$48,008	\$49,568	\$51,303	\$52,970	\$54,824

SCHEDULE C(Effective for employees hired
after 2/1/2022)

	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step 13	\$127,988	\$132,148	\$136,773	\$141,218	\$146,161
Step 12	\$116,556	\$120,344	\$124,556	\$128,604	\$133,105
Step 11	\$108,302	\$111,821	\$115,735	\$119,496	\$123,679
Step 10	\$100,132	\$103,386	\$107,005	\$110,482	\$114,349
Step 9	\$91,870	\$94,856	\$98,176	\$101,366	\$104,914
Step 8	\$78,587	\$81,141	\$83,981	\$86,711	\$89,745
Step 7	\$71,305	\$73,623	\$76,199	\$78,676	\$81,429
Step 6	\$67,663	\$69,862	\$72,308	\$74,658	\$77,271
Step 5	\$64,022	\$66,102	\$68,416	\$70,639	\$73,112
*Step 4	\$60,018	\$61,969	\$64,138	\$66,222	\$68,540
Step 3	\$56,015	\$57,835	\$59,860	\$61,805	\$63,968
Step 2	\$52,011	\$53,702	\$55,581	\$57,388	\$59,396
Step 1	\$48,008	\$49,568	\$51,303	\$52,970	\$54,824

- 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. These increases will be given on the 1st or the 15th of the month, whichever is the closest day prior to the employee's anniversary.
- C. All salary increases and step movement retroactive to January 1, 2022.

IV. Amend Article VI, Holiday Pay, Item 1 (Current Page 4)

Washington's Birthday and Lincoln's Birthday to be replaced with President's Day and Easter.

V. *Amend Article VI, Holiday Pay, Item 2 (Current Page 4)*

Clarify definition of holiday pay to define "1 1/2 rate" shall mean "1 1/2 total compensation" as defined in Paragraph XV of this MOA, below.

Rename and Reorganize Article VII (Current Page 5)

Title of "Vacation Time" renamed to "Paid Leave Time"

Make Four Sections in Article as follows:

- I. Vacation Days
- II. Personal Days
- III. PBA Days
- IV. Chief Prerogative

VI. *Add Article VII, Vacation Time (to be renamed), Item 1, Vacation Accrual, Section F and renumber others (Current Page 5)*

A patrol officer employed twenty (20) years and beginning the twenty-first (21st) year shall receive one hundred ninety-two (192) vacation hours per year.

VII. *Add Article VII, Vacation Time (to be renamed), Item 1 Vacation Accrual, Section H (Current Page 5)*

Chief or his/her designee will post the vacation schedule by December 15th for the following year. After December 15th vacation time shall be awarded on a first come, first served basis.

VIII. *Add Article VII, Vacation Time (to be renamed), Item 1, Vacation Accrual, Section I (Current Page 5)*

One officer shall be granted a non-provisional day off on each shift as long as no one else on the same shift already has the day off and it is not less than 72-hours' notice.

IX. *Add Article VII, Vacation Time, Item 2, Personal Accrual, Section B (Current Page 5)*

Personal days will be granted in a non-provisional status; however, they can be denied at the discretion of the Chief of Police.

X. *Amend Article VII Vacation Time (to be renamed), Item 3 (Current Page 5)*

Add new G to Section 1 which provides that:

"In the year the patrol officer retires, he / she shall receive fifty percent (50%) of the annual allotment of vacation hours, as set forth above, if the patrol officer retires between January 1st and June 30th of any year and shall be afforded one hundred percent (100%) of his / her annual vacation hours if the patrol officer retires on or after July 1st. Patrol officers shall be paid for all unused vacation time at the time of separation from service."

Officer Struble will be compensated for his full annual allotment of vacation hours, in addition to any hours carried over, in resolution of his grievance.

Other officers retiring after January 1, 2022 but before the execution of this Agreement will be compensated for unused vacation time pursuant to this amended Section G.

Add additional PBA Days – Add 12 shifts in addition to State Delegate time already outlined in Article VII (3) of contract. Article VII, Current Section 3 shall state:

1. The State Delegate of the Holmdel PBA Local 239 shall be permitted to attend the monthly State Board of Delegates Meeting, 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. If the Delegate is scheduled to work the day shift on the date of the State Board of Delegates Meeting, they 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.
 - B. In the event that the State Board of Delegates Meeting falls on a regularly scheduled day off, the State Delegate will be granted the day off for the County Conference PBA meeting.
 - C. The PBA will provide the name of the delegate and listings of all State Board of Delegates Meeting and County Conference PBA Meeting dates by January 15 of each year.
 - D. 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.
 - E. The above does not preclude the Chief's ability to order employees to work during a verified emergency.
2. The President of Holmdel PBA Local 239 or his / her designee shall be permitted 12 shifts of leave annually to attend to PBA business, 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. 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.

XI. *Amend Article VIII, Clothing, Item 1 (Current Page 6)*

Replace existing language with: An annual uniform allowance of one thousand six hundred fifty dollars (\$1,650) will be given to the officer as part of their annual base pay. 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.

XII. *Amend Article IX, Sick Leave, Item 2 (Current Page 7)*

Officers hired on or before March 31, 2021 shall receive a maximum sick leave payout of fifteen thousand (\$15,000.00) dollars in retirement (shall include those officers that have retired since the expiration of the prior contract).¹

Officers hired April 1, 2021 through December 31, 2022 shall receive a maximum sick leave payout of twelve thousand five hundred (\$12,500) dollars.

¹ The increase to \$15,000.00 for employees hired on or before March 31, 2021 is in exchange for withdrawal of arbitration AR-2021-222 with prejudice.

Limit sick leave payouts for officers hired after January 1, 2023, to a maximum payout of \$7,500.

XIII. *Add Article IX, Sick Leave, Item 3 (Current Page 7)*

At the discretion of the Chief of Police or his/her designee, officers are entitled to use their sick leave in less than full day increments or for a period of time during their shift rather than the entirety of, a shift (i.e., to attend a dentist appointment and return to work), as long as this does not cause staffing to decrease below minimum manpower required.

XIV. *Add Article X, Schedule and Overtime, Item 6 (and renumber remaining items) (Current Page 9)*

All shift assignments for each employee shall not be changed without 72 hours' prior notice to the employee unless an emergency exists or the Chief and the employee agree upon the change.

XV. *Amend Article X, Schedule and Overtime, Item 6 (Current Page 9)*

Clearly define how hourly and overtime rates are calculated as follows:

Overtime hours shall be at the 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. "Hourly rate" will be calculated as total salary, including holiday pay, education benefit, uniform allowance and any other compensation divided by 2080. Overtime will be calculated as one and one-half (1 ½) times the "hourly rate".

Add Article X, Schedule and Overtime, Item 7, and then renumber remaining items (Current Page 9)

Overtime earned for additional time beyond the tour of duty and each hour thereafter will be earned and paid as follows:

- 0-14 minutes = 0 minutes of overtime due
- 15-44 minutes = 30mins of overtime due
- 45-59 minutes = 1 hour of overtime due

XVI. *Amend Article X, Overtime, Item 10 (Current Page 9)*

Amend as follows: "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 for a minimum of four hours 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."

Amend Article X, Item 11 (Current Page 10)

Amend as follows:

"Compensatory time shall continue to be an option for 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 as outlined in Item 7 above. Each employee shall be entitled to accrue and accumulate a total amount of one hundred forty-four (144) hours' worth of comp time into a bank. Once said one hundred forty-four (144) 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. Employees retain the option to convert their accrued comp time bank into a cash payment at the end of each year."

Add Article X, Schedule and Overtime, New Item 12 (Current Page 10)

"When someone takes a sick or personal day that causes overtime within 12 hours before the start of the shift, the overtime goes to the on-call officer first. If the on-call officer initially declines the overtime, the off-duty patrol officers shall be contacted on a seniority basis. If unable to fill the on-call officer shall be required to work. When overtime arises more than 12 hours prior to the start of the shift, the off-duty patrol officers shall be contacted on a seniority basis (excluding the day/night on-call officers). Sergeants shall get first chance at any overtime when there is no supervisor working. The on-call officer is required to be available until the start of the shift. All switches to the on-call list must receive prior approval from the Chief or his designee."

XVII. *Add Article X, Item 13 (Current Page 10)*

The parties agree that off-duty police rates and related Township administrative charges are set forth in Ordinance, which can be unilaterally increased (not decreased) by action of the Township Committee.

XVIII. *Add Article XI, Insurance, Item 6 (Current Page 13)*

3.B. Change to read as follows: "Coverage shall be offered through the New Jersey State Health Benefits Plan ("SHBP") for each patrol officer actively employed and their eligible spouses and/or dependents. The Township reserves the right to change carriers provided the level of benefits remains the same."

3.C. 1-3. Delete in its entirety and re-letter remaining Paragraph from 3.D to 3.C.

PBA agrees to dismiss Arbitration AR-2021-222 with prejudice in exchange for increasing sick leave payout as set forth in Paragraph XII of this MOA.

Limited Liability insurance shall be provided in a primary policy funded by the Township. The PBA shall be provided a master copy of said policy annually upon request.

XIX. *Replace Article XII, Funeral Leave in its entirety (Current Page 14)*

1. An employee may request up to a maximum of five (5) shifts bereavement leave at no loss in regular pay in the case of the death of an immediate family member. An employee may request one (1) shift of bereavement leave at no loss in regular pay in the case of the death of a niece, nephew, aunt, uncle or cousin. Bereavement leave is to be taken within a reasonable time of the day of death or day of the funeral and may not be split or postponed.
2. Immediate family shall be defined as to include the following: spouse, civil union partner, significant other residing in the same household, fiancé, mother, father, step-parent, mother-in-law, father-in-law, child, step-child, sibling, step-sibling, daughter-in-law, son-in-law, grandparents or grandchild, foster child, brother-in-law, sister-in-law, and other persons related by blood or marriage residing in the same household.
3. The employee may use paid time off for additional bereavement leave with approval from the Chief of Police.

XX. Rename and Replace Article XIII, College Credits in its entirety (Current Page 14)

Article XIII, Education Benefits

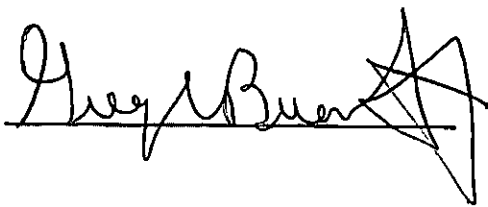
1. Employees who have college degrees shall annually receive, in addition to their regular salary and benefits, a sum based on the following:

Associate's Degree	\$500
Bachelor's Degree	\$1,000
Master's Degree	\$1,500
2. 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.
3. The amount to be compensated shall become part of their base pay and paid through the normal payroll process upon approval from the Township Administrator. Should an employee earn said degree while employed with the Township, the amount will be prorated in the first year in which it is earned.

**XXI. Amend Article XIV, Grievance Procedure, Item 5A (Current
Page 15)**

Change from 10 working days to 20 calendar days.

Township of Holmdel



**PBA Local No. 239 on behalf of
the Patrol Officers**

