

AGREEMENT

BETWEEN

HOLMDEL TOWNSHIP POLICE SERGEANTS

PBA LOCAL 239

And

TOWNSHIP OF HOLMDEL

JANUARY 1, 2022 through DECEMBER 31, 2026

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	SALARIES.....	1
ARTICLE III	SCHEDULE AND OVERTIME	2
ARTICLE IV	HOLIDAY PAY	7
ARTICLE V	PAID LEAVE TIME	8
ARTICLE VI	CLOTHING	11
ARTICLE VII	SICK LEAVE	11
ARTICLE VIII	INSURANCE	12
ARTICLE IX	FUNERAL LEAVE.....	15
ARTICLE X	EDUCATION BENEFITS.....	15
ARTICLE XI	GRIEVANCE PROCEDURE.....	16
ARTICLE XII	SAVINGS & SEVERABILITY	19
ARTICLE XIII	WORK CONTINUANCE	20
ARTICLE XIV	MANAGEMENT RIGHTS.....	20

ARTICLE I

RECOGNITION

The Township of Holmdel recognizes the Holmdel Township Police Benevolent Association, Local 239, as the exclusive representative for all Sergeants of the Holmdel Township Police Department, for the purpose of negotiations and representation for this contract.

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. The Sergeant 2nd Class salary will be automatically adjusted so that it is at least 2.5% higher than the top step Patrol Officer Salary.
 - B. Sergeant 1st Class- a Sergeant who has been so designated for a period of one year and is beginning his/her 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. The salary of all Sergeants covered by this agreement shall be as follows:

	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
Sergeant 2 nd Class	\$131,188	\$135,452	\$140,193	\$144,749	\$149,815
Sergeant 1 st Class	\$146,812	\$151,583	\$156,888	\$161,987	\$167,657
Detective Sergeant	+\$1,000	+\$1,000	+\$1,000	+\$1,000	+\$1,000

- a. Sergeants 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 16th of the month, whichever is the closest day prior to the employee's anniversary.
- b. All salary increases and step movement retroactive to January 1, 2022.

ARTICLE III

SCHEDULE AND OVERTIME

1. Sergeants assigned to the Patrol Division shall adopt to a shift of twelve (12) hours, based upon a fourteen (14) day work period.

A. Sergeants shall work approximately sixty (60) hours during one week (Monday through Sunday) of the fourteen-day work period and approximately twenty-four (24) hours during the other week (Monday through Sunday) of the fourteen-day work period.

B. Each tour of duty within the Sergeant Division shall consist of twelve (12) hours.

C. The work schedule for Sergeants shall follow either of the following two work sequences:

- 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
- 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 12-hour work schedule, if operational throughout an entire 52- week calendar year, Sergeants shall work in excess of 2080 hours. To compensate for the excess hours worked, employees who are scheduled to work 183 days in the calendar year will accrue nine (9) Kelly days and eight (8) Kelly hours and employees who are scheduled to work 182 days in the calendar year will accrue eight (8) Kelly days and eight (8) Kelly hours. The accrued time shall be scheduled by the employee at a rate of 2 days per calendar quarter with the remaining time to 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 sergeants so assigned (including but not limited to Traffic Safety, Detective, Juvenile, and Policy/Training Assignments) 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 shall determine the operating level (the exact number of sergeants 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 operating levels as he

and/or she 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.

4. The regular hours of employment of a patrol Sergeant of the Holmdel Township Police Department shall not exceed twelve (12) consecutive hours in a shift.

5. 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.

6. Sergeants shall receive overtime pay as follows:

A. Where funding from salaries 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 ($1\frac{1}{2}$) 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.

B. Overtime hours shall be at the rate of one and one-half ($1\frac{1}{2}$) times the hourly rate of the individual Sergeant 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 benefits, uniform allowance and any other compensation divided by 2080. Overtime will be calculated as one and one-half (1½) times the “hourly rate”.

C. 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 = 30 minutes of overtime due
- 45-59 minutes = 1 hour of overtime due

D. Where overtime rate has been established pursuant to Article IV, Holiday Pay, that Section shall govern.

E. If a Sergeant is called in to duty from his/her residence, or other location, other than time which would be a continuation of a regular shift or time that would continue into a regular shift, he/she will receive a minimum of four (4) hours overtime, or the equivalent of six (6) hours of the individual Sergeants' regular hourly pay rate.

F. Overtime hours are subject to the approval of the Chief of Police, and statutory restrictions, as applicable. These hours shall begin at such time as the sergeant officially arrives at his/her assigned duty location.

2. Training, including firearms qualification, shall occur throughout the year, based upon the schedule set by the Chief of Police. If applicable, any sergeant required to perform training at any time other than regularly scheduled work time shall be compensated for a minimum of four (4) hours in the form of compensatory time, which shall be accrued at the rate of one and one-half times ($1\frac{1}{2}$) for each hour, or fraction thereof, worked by the sergeant.

a. In accordance with the past practice of this Department, compensatory ("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 ($1\frac{1}{2}$) times for each hour worked or fraction thereof worked by the employee as outlined in C above. Each employee shall be entitled to accrue and accumulate the 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 within 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.

b. Sergeants shall get first chance at any overtime when there is no supervisor working on a seniority basis.

c. 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.

ARTICLE IV

HOLIDAY PAY

I. Sergeants of the Holmdel Township Police Department shall receive fifteen (15) paid holidays. The following days are said holidays

- New Year's Day
- Columbus Day
- Martin Luther King Day
- President's Day
- Good Friday
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Christmas Eve
- Christmas
- Employee's Birthdate

2. If a Sergeant does not work on a holiday, he/she will receive eight (8) hours extra pay for the holiday. If a Sergeant works on a holiday, he/she will receive regular time, plus time and one-half (1½) for the holiday. Only one (1) day shall be

considered the holiday when the holiday may fall on a weekend. One and one-half (1½) rate shall mean one and one-half (1½) total compensation as defined in Article III.

3. The fifteen (15) days of holiday benefit referenced in Paragraph 1 of this Article shall be rolled into regular base pay for all calculation purposes.

4. Remaining holiday pay will be paid on the last pay period during the month of November.

ARTICLE V

PAID LEAVE TIME

I. Vacation Days

A. Sergeants of the Holmdel Police Department shall accrue vacation time as follows:

YEARS OF SERVICE	# DAYS VACATION
1-5 YEARS	112 HOURS
6-10 YEARS	136 HOURS
11-15 YEARS	160 HOURS
16-20 YEARS	176 HOURS
21-25 YEARS	200 HOURS
26+ YEARS	216 HOURS

B. The Chief of Police 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.

C. One officer shall be granted 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.

D. In the year the Sergeant retires, he/she shall receive fifty percent (50%) of the annual allotment of vacation hours, as set forth above, if the Sergeant retired 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 Sergeant retires on or after July 1st. Sergeants shall be paid for all unused vacation time at the time of separation from service.

2. Personal Days

A. Sergeants shall be entitled to two (2) personal calendar days off with pay per year. These days shall be scheduled ahead of time in accordance with the rules and procedures established by the Chief of Police. Personal days will be granted in a non-provisional status; however, they can be denied at the discretion of the Chief of Police.

B. Sergeants shall also be entitled to utilize twelve (12) hours of personal time with pay per year from accumulated sick time. These hours shall be scheduled ahead of time with the rules and procedures established by the Chief of Police.

3. PBA Days

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/she 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 a delegate name and listing of all State Brd 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 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.
4. Chief Prerogative: The above does not preclude the Chief's ability to order employees to work during a verified emergency.

ARTICLE VI

CLOTHING

1. Voucher System

A. Every Sergeant of the Holmdel Township Police Department shall receive a clothing allowance of one thousand, six hundred fifty dollars (\$1,650) which shall be payable to the Sergeant as part of their annual base pay.

B. 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.

2. Clothing Maintenance Allowance

A. Every Sergeant employed by the Holmdel Township Police Department shall receive a clothing maintenance allowance of Five Hundred (\$500.00) dollars.

B. Clothing maintenance allowances under this Section shall be payable to the sergeant by check.

ARTICLE VII

SICKLEAVE

1. A Sergeant of the Holmdel Township Police Department shall accrue sick leave at a rate of one hundred twenty (120) hours per year in anticipation of continued employment.

2. A Sergeant, upon qualified retirement from the Police and Fire Retirement System, shall receive one-half (1/2) pay for any and all unused accrued sick leave up to a maximum pay out of: \$15,000.00) in retirement.

3. 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 workforce required.

ARTICLE VIII

INSURANCE

1. **Life Insurance.**

The Township shall provide each Sergeant with \$20,000 group term life insurance which will be an insurance company of the Township's selection.

2. **Medical / Hospitalization Insurance:**

A. The Township of Holmdel shall make available medical and hospitalization insurance for every Sergeant actively employed by the Holmdel Township Police Department and said Sergeant's eligible spouse and children.

B. Coverage shall be offered through the New Jersey State Health Benefits Plan ("SHBP") for each Sergeant actively employed and their eligible spouses and/or dependents. The Township reserves the right to change carriers providing the level of benefits remains the same.

C. Each sergeant who elects coverage shall contribute to plan premium costs through payroll deductions as per the PHBR Law, Chapter 78, P.L. 2011.

3. Dental Insurance

The Township will make available to each bargaining unit member actively employed, a Dental Plan offered through the State Health Benefits Plan, at no cost to the employee. An optional plan with an annual benefit of \$1,500.00 per enrolled family member will be available at the cost of \$21.00 per employee per month.

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:

- Permanent/Provisional full-time employees
- 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:

- Permanent/Provisional employees (30 hrs/wk 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.

6. Limited Liability Insurance

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.

ARTICLE IX

FUNERAL LEAVE

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, stepparent, mother-in-law, father-in-law, child, step-child, sibling, step-sibling, daughter-in-law, son-in-law, grandparents, 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.

ARTICLE X

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:

- | | | |
|----|--------------------|---------|
| a. | Associate's Degree | \$500 |
| b. | Bachelor's Degree | \$1,000 |
| c. | 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.

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 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 these issues shall be final.

4. A grievance concerning the interpretation or application of provisions of this contract can be pursued by the individual or individuals directly affected or the P.B.A. An individual or group of individuals shall retain the right to pursue the grievance on his/her own at any point.
5. A grievance concerning this agreement as defined in 4 above shall follow the following procedure:
 - A. Any officer who believes that the contract interpretation has been applied incorrectly to him/her may institute an action to resolve the matter within the next twenty (20) calendar 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 officer. If the Chief of Police is not able to resolve the grievance, he/she shall refer it 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 his/her 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 officer 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 officer and the Township Committee. If the Township Committee and officer cannot agree on an arbitrator within (14) days, then the arbitrator's selection process shall be the normal PERC procedures for selection of an arbitrator. An arbitration process shall follow the procedures as outlined by the arbitrator selected.
- D. 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.
- E. Arbitrators' 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.

- F. 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 officer 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 officer and the Township.
6. Minor Discipline - any discipline, including but not limited to a letter of reprimand, which is not appealable to Civil Service 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 the officer agrees to not 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 XII

SAVINGS & SEVERABILITY

In the event that any provisions 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 XIII

WORK CONTINUANCE

Neither the P.B.A., or its officers or agents, nor any of the Sergeants 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 that any Sergeant violates this article, the P.B.A. 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 XIV

MANAGEMENT RIGHTS

It is recognized that, as expressly stated herein, 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 Sergeants; 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 Sergeants 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 except as specifically modified or defined by specific provisions of this Agreement.

THIS AGREEMENT shall be effective as of January 1, 2022 and expire on December 31, 2026.

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.

TOWNSHIP OF HOLMDEL

By: [Signature]
Gregory Buontempo, Mayor

By: [Signature]
William E. Antonides, Jr.
Interim Administrator

By: [Signature]
Witness

By: [Signature]
Witness

HOLMDEL POLICE SERGEANTS

By: Sgt. Chen #64
Sergeant

By: Sgt. Christopher M. Cherry #72
Sergeant

By: [Signature]
Witness

By: [Signature]
Witness