

BOROUGH OF FREEHOLD
AND
FREEHOLD BOROUGH CHIEF OF POLICE AGREEMENT

JANUARY 1, 2022- December 31 2026

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PREAMBLE

THIS AGREEMENT, made this 23rd 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 Chief of Police of the Freehold Borough Police Department, represents the complete and final understanding between the Borough and the Chief of Police.

ARTICLE I - RECOGNITION

SECTION 1: RECOGNITION OF THE CHIEF OF POLICE.

The Borough recognizes the Chief of Police during the term of this agreement as the exclusive representative of the position of Police Chief for the Freehold Borough Police Department.

SECTION II: COTERMINOUS PROVISIONS.

This agreement contains the entirety of the agreement between the Borough of Freehold and the Chief of Police. No other agreement shall apply to the relationship between the parties except as required by applicable law except those benefits not set forth herein as may be contained in collective bargaining agreements entered into by and between the Borough of Freehold and PBA Local 159 from time-to-time shall be incorporated herein by reference.

ARTICLE II - COMPENSATION

The member of the Association with the rank of Chief shall be paid at the following wage rates on an annualized basis:

	2021	2022	2023 Bonus	2023	2024	2025	2026	
Increase		2%	20,000	2.75%	2.50%	2.50%	2.75%	
Chief	176,800	180,336	200,336	205,845.24	210,991.37	216,266.15	222,213.46	

Section 1: For Chiefs of Police hired prior to January 1, 2012
The following compensation for a degree 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 - CHIEF'S RIGHTS

SECTION 1:

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 Chief of Police 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.

Grievance shall be defined as those disputes arising out
this Agreement and workplace policies and procedures.
Grievance shall not include any claimed violation of a
statute or administrative code provision.

Accordingly, if any dispute arises under this agreement, it
shall be settled in the manner provided for in this Article,
and pending such a settlement, the Chief of Police shall
carry out his duties as Chief of the Freehold Borough Police
Department.

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

STEP FOUR: Should the chief of Police be dissatisfied with the decision of the Mayor, and if the grievance alleges a violation, misapplication or misinterpretation of the specific provisions of this agreement, the Chief of Police 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 V - SICK LEAVE

Section 1:

The Chief of Police 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 the Chief of Police retires with 25 or more years of service, he shall be entitled to one-half ($\frac{1}{2}$) pay for accumulated unused sick time in an amount not to exceed \$20,000. The retiring Chief shall advise the borough of his or her 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 next calendar year at the sole discretion of the borough's chief financial officer.

ARTICLE VI - RETIREMENT HEALTH BENEFITS

The Borough shall continue to provide health insurance benefits to the Chief of Police 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/Chief contracts the reduction in payments will be in effect for the Chiefs who retired under this contract.

ARTICLE VII - WORK SCHEDULE

The work schedule is established by the Chief of Police.

ARTICLE VIII - LEAVE TIME

Effective January 1, 2023, the Chief of Police will receive twenty six (26) working days' vacation. No more than five (5) vacation days can be carried into the following year. The Chief of Police is also entitled to four (4) Personal Leave Days per calendar year. The Chief of Police shall be entitled to five (5) Administrative Leave days per year. The Chief of Police will also be entitled to convert six (6) sick days per year to vacation days.

During the final year of service, the Chief of Police may either take his full vacation allotment, including carryover and sick conversion days or receive full compensation in lieu of this time off. If the Chief of police should die or resign due to a terminal illness, the Chief of Police will receive full vacation benefits for his/her last year.

ARTICLE IX - SEPARABILITY AND SAVINGS

If any provision of this agreement or any application of this agreement to any employee 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 X - 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	28%
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:

The Chief of Police, while rendering aid to another community, or otherwise acting in his official capacity, 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 XI - 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 XII- Vests

Freehold Borough will provide from a choice of three to five vests from which to choose from at the tie of renewal. All vests shall be rated at a minimum of Level IIIA. Costs shall not exceed \$1,500 per vest.

Article XIII: 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 23rd day of Oct, 2023.

CHIEF OF POLICE
FREEHOLD BOROUGH P.D.

BOROUGH OF FREEHOLD

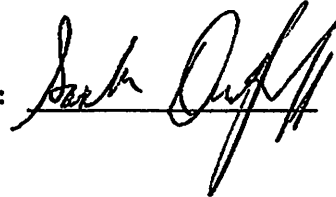
By:


CHIEF OF POLICE
Name / Title

By:


Kevin A. Kane, Mayor

ATTEST:



ATTEST:


Traci DiBenedetto, RMC