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****FINAL****

AGREEMENT

Between

TOWNSHIP
MONMOUTH COUNTY, NEW JERSEY

and

FREEHOLD TOWNSHIP PBA LOCAL 209

January 1, 2012 through December 31, 2016

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PREAMBLE

THIS AGREEMENT entered into this 22 day of February, 2012, 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 PBA #209, hereinafter called the "PBA", represents the complete and final understanding on all bargainable issues between the Township and the PBA.

ARTICLE I

RECOGNITION

A. The Township recognizes the PBA for the purposes of collective negotiations as the exclusive representative of the patrolmen in the negotiations unit and reference to males shall include female police officers.

B. This Agreement shall cover wages, hours and other terms and conditions of employment including a grievance procedure.

ARTICLE II

DEFINITIONS

A. Seniority shall be defined as an individual's service as a sworn Police Officer with the Township Police Department and such service shall be calculated from the commencement of the individual's employment with the Township Police Department.

B. May is permissive.

C. Shall and will - is mandatory.

D. Regular straight time pay - consists of Base Salary and where applicable longevity, college incentive, detective increment and holiday pay in accordance with Article IX, Section D.1.

ARTICLE III

EMPLOYEE RIGHTS

Pursuant to N.J.S.A. 34:13A-1 et seq., the parties agree that Police Officers shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations or to refrain from any such activity.

ARTICLE IV

PBA RIGHTS

A. Grievance Committee

1. The PBA Grievance Committee shall consist of three (3) members of the PBA, no more than two (2) of whom shall be granted leave from duty without loss of regular straight time pay for mutually scheduled meetings between the Township and the PBA for the purpose of processing grievances. The members of the PBA Grievance Committee shall consist of the President or Vice President and other Police Officers appointed by the President of the PBA.

2. In the event mutually scheduled grievance meetings take place when a member of the Committee is on duty, upon not less than twenty-four (24) hours notice to the Chief of Police, or his designee, no more than two (2) such Officers will be granted leave from duty without loss of regular straight time pay provided:

a. The granting of said leave does not diminish the effectiveness of the Police Department.

b. The Police Officer(s) who would otherwise be on duty attend(s) the grievance session in uniform (if not a Detective) and is available and prepared to respond to any matter

as directed by the Chief of Police or his designee.

B. Convention Committee

The PBA Convention Committee shall consist of three (3) members of the PBA (including the PBA Delegate) three (3) of whom shall be granted leave from duty without loss of regular straight time pay, for the purpose of attending any state or national convention of the New Jersey State PBA as provided under N.J.S.A. 40A:14-177. Members of the PBA Convention Committee shall be the PBA Local State Delegate, PBA President, and/or any one (1) additional member as designated by the President of PBA 209.

C. Local PBA Meetings

When local PBA meetings take place at a time during which members are scheduled to be on duty, not more than two (2) members shall be allowed to attend said meetings, providing attendance shall not diminish the effectiveness of the Police Department. Local PBA officials who will be able to attend meetings, in order of priority, shall be the PBA President, or Vice President, delegate or alternate delegate, secretary or alternate secretary, and treasurer, then other PBA members.

ARTICLE V

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 Freehold Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under NJSA Titles 11, 11A, 40 and 40A, or any other national, state, county or local laws or ordinances.

ARTICLE VI

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 PBA.

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.

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 shall be followed in its entirety unless any step is waived by mutual consent:

• Step One:

The aggrieved shall institute action in writing under the provisions hereof within fourteen (14) calendar days (excluding the grievant's vacation and holiday leave) 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 fourteen (14) 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 in writing 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 seven (7) calendar days after the answer at the first step. The Township Administrator, or his designee, may at his option set a meeting. Said second step meeting, if scheduled, shall be between the Township Administrator and the Police Chief with the PBA representative and the PBA Attorney, if requested by the grievant. The Township Administrator's written answer to the second step shall be delivered to the PBA within ten (10) calendar days after receipt of the written grievance in Step Two.

Step Three:

If the aggrieved person is not satisfied with the handling or result of the grievance on the second level, he may within seven (7) calendar days notify the Township Administrator in writing that he wishes to have the Township Law Enforcement Sub-Committee (consisting of the Township Administrator and two (2) members of the Township Committee) rule on the aggrieved matter.

A meeting shall be set within fourteen (14) calendar days after the Township Law Enforcement Sub-Committee (through the Township Administrator) has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a

representative of the PBA and the PBA Attorney, if requested by the grievant. The Township Law Enforcement Sub-Committee's written answer to the third step shall be delivered to the PBA within seven (7) calendar days after said meeting.

Step Four:

Should the aggrieved person be dissatisfied with the decision of the Township Law Enforcement Sub-Committee, the PBA may file in writing for arbitration as noted below.

Step Five:

If the PBA should elect to file for arbitration, the matter may be referred to arbitration within fourteen (14) calendar days of the decision of the Township Law Enforcement Sub-Committee. An arbitrator shall be selected in accordance with the procedures 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 Civil Service Commission, 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 therefor 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 PBA 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.

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. In the event the Township fails to

respond within the time limits specified, then the grievance shall proceed to the next step in the grievance procedure.

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 PBA within fourteen (14) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within fourteen (14) calendar days after the filing of the grievance between representatives of the Township and the PBA and its attorney in an earnest effort to adjust the differences between the parties.

ARTICLE VII

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 shall 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 ½) 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.

D. Employees shall be compensated at the rate of one and one-half (1 ½) their regular rate of pay for a minimum of four (4) hours when they are called in for duty from off-duty status.

E. 1. For all compensatory time accrued after 12/31/11, time shall be accrued and used in the same calendar year. On December 31 of each year, any unused compensatory time will be banked at its value and shall remain constant at the salary corresponding to the year in which it was earned. A bank shall be established for each year and tracked.

2. Should an officer have no available current year compensatory time, he may use compensatory time out of his bank, and indicate which year's bank is to be utilized.

3. Compensatory time earned prior to 1/1/12 shall remain in a "grandfathered" bank under the old compensatory time policy. No compensatory time will be added to the grandfathered bank.

ARTICLE VIII

OUTSIDE ASSIGNMENTS

A. "Outside Assignments" shall be defined as the performance of services of a nature not normally provided by the Township or services in the nature of private police duty by the employees during their off duty hours at the direction and under the supervision of the Chief of Police. It is understood that any period of time which shall be worked in connection with an outside duty assignment as defined by this Article shall not be considered or calculated in connection with any of the provisions of the Federal or New Jersey Wage and Hour laws.

B. When performing "Outside Assignments", employees shall be covered by the Township's Workers Compensation Insurance.

C. An employee shall be given twenty-four (24) hours notice of any outside assignment.

ARTICLE IX

HOLIDAYS

A. The following holidays shall be recognized:

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

OR

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

OR

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

C. The aforementioned payment shall be made between November 1 and November 15 of each year.

ARTICLE X

VACATIONS

A. Annual vacation leave with pay shall be earned at the following rate as determined on January 1 of each year which contains the corresponding anniversary for that year. The term 'annual leave' shall mean the total annual leave which had been previously defined as vacation days and personal days. Vacation leave shall be as follows:

At employment - Sixteen (16) vacation days;

On fifth (5th) anniversary of employment -
Nineteen (19) vacation days;

On ninth (9th) anniversary of employment - Twenty-
one (21) vacation days;

On twelfth (12th) anniversary of employment -
Twenty-Two (22) vacation days;

On thirteenth (13th) anniversary of employment -
Twenty-Three (23) vacation days;

On fourteenth (14th) anniversary of employment -
Twenty-Five (25) vacation days;

On sixteenth (16th) anniversary of employment -
Twenty-Six (26) vacation days;

On twentieth (20th) anniversary of employment -
Twenty-Seven (27) 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.

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 re-scheduled at a future date.

ARTICLE XI

MISCELLANEOUS

In the event of a conflict between any provision of this Agreement and a Township ordinance or resolution, the provision(s) of this Agreement shall govern.

ARTICLE XII

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, step-father, mother, step-mother, spouse, child, foster child, step-child, sister, step-sister, brother, step-brother, father-in-law, mother-in-law, grandfather, grandmother and grandchild of the employee. It shall also include relatives of 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 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.

C. Reporting of Absence on Sick Leave

1. If any employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

D. 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 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.

E. 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 ($\frac{1}{2}$) day for each full day of unused sick leave.

b. The maximum benefit to which an employee may be entitled to under this Agreement is \$17,500.00.

c. To the extent permissible by law, the retiring employee shall have the option of transferring the benefit relating to this Section into an account for the purposes of payment for premium cost percentages for continued healthcare coverage in retirement. The Township shall keep track and report upon balances for such an account annually to the retiree.

ARTICLE XIII

SERVICE-CONNECTED SICKNESS, INJURY OR DISABILITY LEAVE

A. Employees covered under this Agreement will be paid their regular straight time rate of pay minus the temporary disability benefits provided by Workers' Compensation Insurance for a period not in excess of fifty-two (52) weeks for each new and separate 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).

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

C. Unless otherwise approved by the Township Administrator, whose decision shall not be subject to the grievance procedure, any employee who accepts outside employment during the periods of service-connected sickness, injury or disability leave may be deemed physically fit to return to duty and shall be subject to loss of service-connected sickness, injury and disability pay.

D. 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.

E. Any employee who is injured while working, regardless of the severity of the injury, must make an injury report to the Chief of Police or the Officer in charge prior to the end of the employee's shift, or, if that is not possible, as soon thereafter as is possible.

F. It is understood that the employee must file an injury report so that the Township may file the appropriate Worker's Compensation Claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

G. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier or the Township that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

H. All care is coordinated between the Township, employee and the insurance company. If an employee feels the doctor has not properly diagnosed the injury he may request from the case manager that he be sent to another doctor.

ARTICLE XIV

HOSPITALIZATION, DENTAL & LIFE INSURANCE

HEALTH INSURANCE BENEFITS

This Section applies to all employees and their eligible dependents.

A. Phase-in Period

1. This Article will be consistent with Chapter 78 of the Laws of 2011 adopted by the New Jersey Legislature (hereinafter "the Law"). In the event that there is ever determined to be a conflict between the language of this Article and the Law, the provisions of the Law will govern.

2. This Article will apply to all aspects of medical care benefits, including prescription, dental, vision and hospitalization. In conjunction with the Law, all participating members will be required to pay a premium contribution toward their health coverage. These contributions will be phased in over a four (4) year period during the term of this Agreement. Each member's contribution will be phased in one-quarter per year until the maximum percentage required by law is reached. For example, for an officer making a salary that corresponds to the top tier salary in Chapter 78, PL 2011, the member's contribution will be 8.75% in

year one, 17.5% in year two, 26.25% in year three, and 35% in year four.

3. This Article, as it relates to the employee premium contribution for medical, dental and prescription, shall be subject to repeal should any of the applicable provisions on Chapter 78, PL 2011 be overturned by a court of competent jurisdiction. In such a case, the healthcare premium contribution will be 1.5% of pensionable salary in accordance with the active legislation prior to Chapter 78, PL 2011. In any case, any changes to this section shall be considered prospective, and shall move forward from the date of any decision rendered by the Court or State.

4. Should a member of the PBA bargaining unit not be enrolled in the Township Health Insurance, but elect to participate in the Dental Plan only, that employee will follow the 4-year cost sharing premium step up prescribed by Chapter 78, Public Law 2011.

B. Health Benefit Contribution Schedules

1. The percent of the premium contribution for all employees will be multiplied by the total premium due for each employee and deducted from base salary, as set forth in the Law. For reference, the contribution schedules will be as detailed in the legislation as of the date of ratification of this contract.

C. Plans

Participating employees and their eligible dependants will be covered by either HMO Blue or Blue Select. The employee may, in accordance with the Rules and Regulations of the insurance carrier, change from one plan to the other.

Under both Plans, office visit co-pay is \$10.00. Township may implement additional plans with different office visit co-pays.

D. Life Insurance

The Township shall provide for each member of the Department the current group accidental death and disability coverage during this Agreement. The aforementioned coverage will be \$10,000.00.

E. Retiree Benefits

The Township shall provide a hospitalization program in retirement or disability retirement for employees, their spouse at the time of retirement, and all eligible children of the employee. Such benefit shall remain at the existing level or higher than that provided upon retirement or disability.

F. Change in Benefits

The Township may, at its option, change health benefit plans and carriers so long as substantially similar benefits are provided. The Township will provide the PBA with at least thirty (30) days advance written notice along with a copy of the plan prior to implementing any change of plans or carriers.

ARTICLE XV

PENSION PLAN

The Township shall continue to pay the Township's portion of the pension costs under the Police and Firemen's Retirement System of New Jersey.

ARTICLE XVI

SALARY

A. The Base Salary Guide(s) noted in this section shall be in effect for patrolmen. Detective salary shall be as set forth in Section E below. Detective salary in 2016 and thereafter shall be \$2,350 above a Top Tier Patrol Officer, unless otherwise negotiated in a successor Agreement(s).

B. The date for future step increases for all patrolmen shall be January 1. The year 1 step shall begin upon the date of employment and continue until December 31 of that year.

C A New Jersey State Trooper or New Jersey Municipal Police Officer who completed a full time accredited police academy by the New Jersey Police Training Commission (Class "A" Certification) shall receive one year of credit for every three (3) years as a sworn police officer.

D. A New Jersey Sheriff's Officer, Campus Police Officer, or alternate route police academy graduate who completed a full time accredited police academy by the New Jersey Police Training Commission (Class "A" Certification) will receive the Year 2 Step.

E. Top Tier Officer salary shall be as follows:

Patrolmen

2012	- \$ 106,398	(1.5%)
2013	- \$ 108,526	(2.0%)
2014	- \$ 110,697	(2.0%)
2015	- \$ 113,188	(2.25%)
2016	- \$ 116,017	(2.50%)

Detectives

2012	- \$ 108,548
2013	- \$ 110,726
2014	- \$ 112,947
2015	- \$ 115,488
2016	- \$ 118,367

It should be noted that the difference between the Patrolman Salary and the Detective Salary is not subject to the annual salary increase.

F. Officers hired into the PBA shall be compensated a percentage of the current Top Tier Officer's salary each year as follows:

- Year 1 - 40%*
- Year 2 - 44%
- Year 3 - 48%
- Year 4 - 52%
- Year 5 - 56%
- Year 6 - 61%
- Year 7 - 71%
- Year 8 - 81.5%
- Year 9 - 92.5%
- Year 10 - 100.0%**

* Includes Academy, if attending; Step continues from hire date to December 31 of first year. All subsequent Steps are achieved on January 1 of the next year.

** First Class Officer to be tied to contractual rate for current Top Tier Officer in Contract.

ARTICLE XVII

SENIOR OFFICER

In the event where a Police Officer or Detective is left in charge or used in a supervisory capacity for any portion of a shift or detail, they will receive two (2) hours of compensatory time for each occasion.

ARTICLE XVIII

LONGEVITY

A. In addition to the salary noted in Article XVI, longevity pay will be paid as determined by employment anniversary date:

	<u>2011-2016</u>
After 5 th year	\$ 2,050
After 10 th year	\$ 2,950
After 15 th year	\$ 3,350
After 20 th year	\$ 4,150
After 24 th year	\$ 4,650

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

ARTICLE XIX

COLLEGE INCENTIVE PAY

In addition to the salary noted in Article XVI, college incentive pay will be paid at the rate of eighteen (\$18.00) dollars per course credit, for a maximum of 120 credit hours. Payment is conditioned upon the following:

- A. Courses must lead to an Associate or Baccalaureate Degree in Police Science, Criminal Justice or a related field as determined in the sole discretion of the Township Administrator.
- B. Courses must have been satisfactorily completed with a minimum of one (1) grade point (or equivalent) per credit hour.
- C. Payment will be included in the employee's annual salary which will be adjusted upon the satisfactory completion of thirty (30), forty-five (45), sixty (60), seventy-five (75), ninety (90) credit hours and upon receipt of a Baccalaureate Degree.
- D. Courses must be certified by the Dean or Registrar's Office of the college as to course and program.
- E. Eligibility for college incentive pay is retroactive only to 90 days.

F. Tuition Reimbursement shall be limited to nine (9) credits per calendar year for undergraduate coursework and six (6) credits per calendar year for graduate coursework.

G. Eligibility - The following are threshold prerequisites for being considered for the Tuition Reimbursement Program.

1. Employee eligibility: Regular full-time employee; At least six (6) months service as a regular full-time employee; Course completion with a grade of "C" or better.

2. Course eligibility: completed not less than one year after employee's date of employment; taken at an accredited institution; to be completed outside of working hours; approved by department head and Township Administrator; required in matriculation for an associate's, bachelor's or master's degree in a job related field; not reimbursable under veterans educational benefit program or any other reimbursement program available to the employee.

3. Management approvals: In addition to satisfying the eligibility requirements herein, the following procedures are required before reimbursement will be made: Employee must submit a plan of goals and objectives for approval by his/her department head and by the Township Administrator. The plan must demonstrate that the proposed course is an integral part thereof; Department head must review and approve the plan and objectives as well as the proposed course and course load; Township Administrator must review and approve the educational institution, the plan of goals and objectives, the proposed course and course load. In making his/her decision, the Township Administrator shall consider, among other things, the employee's absentee rate and reason therefor, the number of courses taken and whether or not job performance may be adversely affected thereby.

Reimbursement amount - The following items of expense shall be eligible for reimbursement under the Tuition

4. Reimbursement Program: Tuition which will be reimbursement at a rate equal to the average tuition rate of New Jersey universities. The average tuition

rate shall be determined by contacting not less than four (4) accredited New Jersey State Universities not later than August 1 of each year. The Township reimbursement rate shall be the average of the tuition rates of the schools contacted; Registration fee not to exceed \$200; Laboratory fees not to exceed \$200; Graduation fees not to exceed \$200; Required books, which reimbursement shall not exceed \$50.00 per course; Diplomas not to exceed \$125; Thesis bindings not to exceed \$100.

5. Written Agreement: No reimbursement shall be made until the employee has executed an agreement which acknowledges the employee's review and familiarity with this section, the conditions of the reimbursement program and agrees to refund any such reimbursement to the Township if any of the following occur: Any condition set forth in this section is violated; Employee resigns from employment before completion of course; Employee fails to complete course satisfactorily with a grade 'C' or better; Employee is discharged for cause from employment with the Township; Employee resigns or otherwise discontinues his/her

employment with the Township within two (2) years of receiving a certification or degree for which some or all of the course requirements were reimbursed by the Township to the employee, subject to a ten (10) year period of lookback for credits to be refunded.

ARTICLE XX

DETECTIVE INCREMENT

A. A police officer assigned to the Investigation Division on a full-time basis as a detective shall receive annual compensation as noted in Article XVI.

The detective salary is to be paid upon the length of time in the calendar year permanently assigned to the Detective Bureau and such payment will be pro-rated accordingly for each year.

B. Detectives may be issued minimum uniform as determined by the Chief of Police which will be maintained at Township expense. Non-uniformed clothing must be purchased and maintained at the sole expense of the Detective, compensated hereunder.

C. A detective who has been assigned to stand-by will receive one hour compensatory time at the rate of straight time for each such day assigned to stand-by. This time is in addition to any overtime that a Detective may receive for being called in while on stand-by. A Detective that is on call for one of the recognized Contractual holidays will receive one additional hour of compensatory time for that on call day.

D. Temporary Assignment

1. Temporary assignment to the Investigation Division will be for a period of up to approximately six (6) months.

2. Police Officers temporarily assigned to the
Investigation Division will:

- a. work in plain clothes;
- b. not be entitled to nor receive a detective
salary;
- c. not be subject to call-in.

ARTICLE XXI

NO STRIKE PLEDGE

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

ARTICLE XXII

PBA DELEGATE

A. The Township recognizes that PBA has an official delegate to the State Patrolmen's Benevolent PBA and as such must attend, in the interest of both the Township and PBA, various meetings and functions of the State organization. Said delegate shall be permitted no more than eighteen (18) days per year with pay for the attendance at official functions of the State PBA, the purpose of same being to foster the purposes and intent of this Agreement and to improve all aspects of police activities.

B. The PBA may appoint an alternate delegate to act in the absence of the regular delegate. The selection of an alternate delegate is subject to 24-hour notice to the Chief of Police.

C. Any out-of-pocket expenses incurred by the State PBA delegate shall be paid for by either the State PBA delegate individually or by the PBA.

ARTICLE XXIII

BEREAVEMENT LEAVE

A. Employees covered under this Agreement shall suffer no loss of regular straight time pay, up to a maximum of four (4) days, one of which shall be the day of the funeral of a member of his immediate family. The three (3) remaining days shall be used within a two (2) week period for bereavement or to attend to matters of the deceased's estate.

B. For the purposes of this Article, immediate family shall be defined as the employee's spouse, children, foster children, step-children, mother, step-mother, father, step-father, mother-in-law, father-in-law, brother, step-brother, sister, step-sister, grandmother, grandfather and grandchild of the employee. 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 XII, A.2. for time in excess of the aforementioned four (4) days.

ARTICLE XXIV

CANINE

A police officer assigned to canine duty will be compensated for ancillary work which includes care and grooming of the dog on the basis of thirty (30) minutes per day at the rate of \$7.25 per hour straight time or overtime rate where appropriate.

ARTICLE XXV

DESIGNATED TRAINING OFFICER

A police officer formally designated as a training officer by the Chief of Police will receive one (1) hour compensatory time per day for the training of new Police Officers after their basic academy training and for the training of transfer Officers.

In the event a police officer who is regularly formally designated as a training officer by the Chief of Police is absent on an approved leave, another police officer will be so designated.

ARTICLE XXVI

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 XXVII

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 both parties.

ARTICLE XXVIII

CHECKOFF

1. The Township agrees to deduct PBA dues from the salaries of its employees, subject to this Agreement. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, and N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6 regarding the payment of any representation fee.

2. Upon receiving the written voluntary authorization and assignment of the employee covered by this agreement (in the form agreed upon between the Township and the PBA and consistent with applicable statutes, regulations and procedures) in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this agreement and any extension or renewal thereof, the Township shall promptly remit quarterly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the PBA.

3. If, during the life of this agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

ARTICLE XXIX

REPRESENTATION FEE

1. Purpose of Fee: If a member of this bargaining unit does not become a member of the PBA during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by this PBA as majority representative.

2. Amount of fee.

a. Notification: Prior to the beginning of each membership year, the PBA will notify the Township Business Administrator in writing of the amount of regular membership dues, initiation fees and assessments charged by PBA to its own members for the membership year. The representation fee to be paid by a non-member will be equal to 85% of the total amount.

b. Legal Maximum: In order adequately to offset the per capita cost of services rendered by the PBA as Majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charges by the PBA to its own members, and the representation fee

has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the PBA membership year immediately following the effective date of the change. Should the maximum amount be decreased by law, the PBA would have the final say as to whether or not to implement the fee or remove the article.

3. Deduction and Transmission of Fee

a. Notification: Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Township Administrator a list of those employees who have not become members of the PBA for the current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph two (2) below, the full amount of representation fee and promptly will transmit the amount so deducted to the PBA.

b. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the

membership year in question. The deductions will begin with the first paycheck paid: Ten (10) days after receipt of the aforementioned non-member list by the Township Administrator; or Thirty (30) days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deduction will begin with the first paycheck paid to said employee after the resumption of the employees' employment in a bargaining unit position.

c. Termination of Employment: If an employee who is required to pay a representation fee terminates his/her employment for any reason or cause before the PBA has received the full amount of the representation fee to which it is entitled under this Agreement the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Township will,

however, indicate in those records transmitted to the PBA which monies are from dues and which monies are receipts from the representation fee.

e. Changes: The PBA will notify the Township Administrator in writing of any changes in the list of non-members provided for in paragraph one (1) above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Township Administrator received said notification.

f. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the PBA a list of all new employees who began their employment in a bargaining unit position during the proceeding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

4. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards and submitted by the PBA to the Township or

in reliance upon the official notification on the letterhead of the PBA and signed by the President of the PBA advising of such charged deduction.

ARTICLE XXX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2016, 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 PBA shall submit a copy of its entire proposal to the Township by September 1, 2016. The Township shall, within thirty (30) days after receipt of the PBA's proposals, submit a copy of its proposals to the PBA. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2012, only for employees on the Township's payroll as of the date of the signing of this Agreement or who retired according to normal retirement or disability retirement under the Police and Firemen's Retirement System since January 1, 2012.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Township, New Jersey on this day of February 22, 2012.

PBA LOCAL NO. 209

By: 

PRESIDENT

FREEHOLD TOWNSHIP

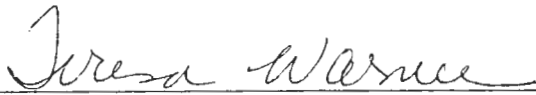
By: 

TOWNSHIP ADMINISTRATOR

ATTEST:



ATTEST:


TOWNSHIP CLERK



Resolution of the Township of Freehold Monmouth County, New Jersey

No: R-11-330

Date of Adoption: December 27, 2011

**TITLE: RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION
OF AGREEMENT WITH PBA LOCAL 209**

--- RESOLUTION ---

WHEREAS, PBA Local 209 has been engaged in collective bargaining with representatives of the Township Committee concerning wages and working conditions of aforesaid PBA Local 209 employees; and,

WHEREAS, an Agreement has been reached to run from January 1, 2012 through December 31, 2016;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Freehold that the Township Administrator and Township Clerk be and are hereby authorized to sign aforesaid Agreement and that the Township Administrator and Township Treasurer are authorized to implement the terms and conditions of said Agreement;

BE IT FURTHER RESOLVED that a certified copy of the within Resolution be forwarded to: Peter R. Valesi; Catherine M. Campbell; Erica Sambucini; Ernest H. Schriefer; Duane O. Davison, Esq.; William Gallo and James M. Metz, Esq.

No. R-11-330

VOTE OF THE TOWNSHIP COMMITTEE							
COMMITTEEMAN	I	S	Y	N	NV	AB	
Mr. Ammiano		X	X				
Mr. Golub			X				
Mr. McGirr			X				
Mrs. McMorrow	X		X				
Mayor Salkin			X				

I-Introduced By S-Seconded By X- Indicates Vote NV- Not Voting AB- Absent