BOROUGH OF FREEHOLD

AND

FREEHOLD BOROUGH P.B.A. LOCAL #159

AGREEMENT

JANUARY 1, 2011 - DECEMBER 31, 2014

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PREAMBLE

This Agreement, made 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 Freehold Borough Police Benevolent Association, Local #159 (hereinafter called "the Association"), represents the complete and final understanding between the Borough and the Association.

ARTICLE I: RECOGNITION OF ASSOCIATION

The Borough recognizes the Association during the term of this Agreement as the exclusive representative of the Freehold Borough Police Department up to and including the rank of Sergeant and further excluding confidential employees.

ARTICLE II: PURPOSE OF AGREEMENT

SECTION 1:

It is the intent and purpose of the parties hereto that this Agreement covering rates of pay, hours of work, and conditions of employment.

SECTION 2:

It is recognized that by granting the benefits contained herein, the Borough is adding greatly to the cost of operation and increasing the burden upon the taxpayers of the Municipality. This Agreement, therefore, is made with the understanding that the Association and its members will continue to cooperate with the Borough in promoting better efficiency and more production per manhour. It is further recognized that the successful operation of the Municipality can be assured only through the cooperation of the parties hereto.

SECTION 3:

In consideration of the obligations assumed by the Borough of this Agreement, the Association recognizes its responsibilities to secure and sustain maximum productivity and cooperation per

employee during the term of this Agreement in order that the Borough may receive a fair return for the benefits and materials contained herein. It is further understood and agreed that the Borough will cooperate with the employee and the Association in order to assure that each of the parties hereto shall secure maximum benefits from the within Agreement and engage in a period of mutual cooperation.

ARTICLE III - MANAGEMENT RIGHTS CLAUSE

It is recognized that the Borough has and will continue to retain the rights and responsibilities to direct the affairs of the police department in all its various aspects. Among the rights retained by the Borough are its rights 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 personnel by which such operations and services are to be conducted; to contract for the subcontract-out services; to relieve employees for legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Association alleging such conflict.

ARTICLE IV - EMPLOYEE RIGHTS

SECTION I:

The Borough and the Association agree not to discriminate against any employee on the basis of race, color, creed, sex or national origin.

SECTION 2:

The Borough and the Association agree not to interfere with the rights of employees to become or not become members of the bargaining unit and further, that there shall be no discrimination or coercion against any employees because of association membership or non-membership.

SECTION 3:

No employee shall be disciplined without just cause.

SECTION 4:

All employees shall receive a copy of anything (other than confidential letters of reference) placed in his personnel file. The employee shall sign the file copy for the sole purpose of indicating receipt of a copy.

SECTION 5:

The Borough shall recognize that there shall be no discrimination towards any member of the P.B.A. by reason of sex, race, age, creed, racial origin, political or religious affiliation with regard to opportunity for advancement or continuation of employment.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1 - GENERAL:

In the operation of the Police Department, it is recognized that on occasion a complaint may arise between the Borough and the Association, or between the Borough or any one or more employees concerning interpretation, application or violation of policies, agreements, and administrative decisions affecting them. The Borough and the Association earnestly desire that such grievances be promptly settled so that the efficiency of the Department shall not be interrupted and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise, which procedure will be kept informal, is outlined hereinafter.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with an appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

SECTION 2 - PROCEDURE TO BE FOLLOWED:

The Association and the Borough specifically agree that the grievance procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided for in Civil Service Regulations affecting the job category for employees who are affected by the within Agreement. Accordingly, the Association pledges that if any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article and pending such a settlement, all employees shall carry out their assignments as directed by the Borough and their supervisory officers. If any employee 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. Any discharge or disciplinary action by the Borough or supervisory employee may be appealed by the employee or the Association in accordance with the grievance procedure. A complaint or grievance of any officer relating to conditions of work, if not otherwise provided for in law, rules, or regulations shall be settled in the following manner:

Step One: 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 and the Lieutenant/Captain on duty 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 Lieutenant/Captain 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 Two: If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within five (5) calendar days after the answer at the first step. The Chief, or his designee, shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. The Chief's answer to the second step shall be delivered in writing to the grievant and the Association within seven (7) calendar days after the meeting.

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

Step Four: Should the aggrieved person be dissatisfied with the decision of the Business Administrator, and if the grievance alleges a violation, misapplication or misinterpretation of the specific provisions of this Agreement, the Association 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.

SECTION 3 - REPRESENTATION:

In using the grievance procedure established herein, an employee is entitled at each step to be represented by his Association representative or an Attorney chosen by the Association or individual grievant, but not by both. However, both may be present.

SECTION 4 - TIME LIMITS:

Failure by the aggrieved or the Association to forward a grievance within the specified time limits shall terminate the grievance. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to advance to the next step.

ARTICLE VI - COMPENSATION/SALARY

I. Employees hired prior to January 1, 2012.

PLEASE SEE EXHIBIT A ATTACHED

II. Employees hired subsequent to January 1, 2012:

PLEASE SEE EXHIBIT B ATTACHED.

B. Movements within grade will be based upon effective date of accession to rookie status.

C. Holiday pay as a separate benefit no longer exists. The above-mentioned salary guide has been revised in a manner that incorporates the value of the benefit into the base wage.

ARTICLE VII - PERSONAL DAYS

SECTION 1:

The employees shall be granted four (4) personal days per year, noncumulative and at regular pay.

SECTION 2:

The personal days must be used within the calendar year and shall not be cumulative from year to year.

SECTION 3: Personal days may be taken with planned vacation days, provided that requests are made in a manner that is consistent with current procedures.

EXHIBIT A

SALARY SCHEDULE – OFFICERS HIRED PRIOR TO 01/01/12

		1/1/2011	1/1/2012	7/1/2012	1/1/2013	7/1/2013	1/1/2014	7/1/2014
SERGEANT	$	107,178	108,250	109,333	110,426	111,530	112,645	113,772
1ST CLASS		99,402	100,396	101,400	102,414	103,438	104,473	105,517
2ND CLASS		87,577	88,453	89,338	90,231	91,133	92,045	92,965
3RD CLASS		81,739	82,556	83,382	84,216	85,058	85,908	86,767
4TH CLASS		73,462	74,197	74,939	75,688	76,445	77,210	77,982
5th CLASS		64,208	64,850	65,498	66,153	66,815	67,483	68,158
ROOKIE (Upon Graduation)		40,610	41,016	41,426	41,840	42,259	42,681	43,108
ACADEMY		36,917	37,286	37,659	38,035	38,416	38,800	39,188

EXHIBIT B

SALARY SCHEDULE – OFFICERS HIRED AFTER 01/01/12

		1/1/2012	7/1/2012	1/1/2013	7/1/2013	1/1/2014	7/1/2014
SERGEANT	$	108,250	109,333	110,426	111,530	112,645	113,772
STEP 14		100,396	101,400	102,414	103,438	104,473	105,517
STEP 13		97,427	98,401	99,385	100,379	101,383	102,396
STEP 12		94,458	95,403	96,357	97,320	98,294	99,277
STEP 11		91,490	92,405	93,329	94,262	95,205	96,157\
STEP 10		84,562	85,408	86,262	87,125	87,996	88,876
STEP 9		77,635	78,411	79,195	79,987	80,787	81,595
STEP 8		70,707	71,414	72,128	72,850	73,578	74,314
STEP 7		63,779	64,417	65,061	65,712	66,369	67,033
STEP 6		56,852	57,420	57,995	58,575	59,160	59,752
STEP 5		54,625	55,171	55,723	56,280	56,843	57,411
STEP 4		47,697	48,174	48,656	49,143	49,634	50,130
STEP 3		45,470	45,925	46,384	46,848	47,316	47,790
STEP 2		43,243	43,676	44,112	44,553	44,999	45,449
ROOKIE STEP 1 (AFTER GRADUATION)		41,016	41,426	41,840	42,259	42,681	43,108
ACADEMY		37,286	37,659	38,035	38,416	38,800	39,188

ARTICLE VIII - LONGEVITY

SECTION 1:

In addition to the compensation provided in Article VI, employees who are subject to this Agreement and were hired prior to January 1, 2004 shall also receive longevity payments, based on years of employment, on their anniversary date, as follows:

Length of Service Years	Longevity Pay
3	$ 1,150
5	1,800
10	2,800
15	3,400
20	4,150

SECTION 2:

Employees hired subsequent to January 1, 2004 shall receive longevity compensation as per the following schedule:

Years	Amount
5	$ 1,800
10	2,800
15	3,400
20	4,150

SECTION 3:

Employees hired subsequent to January 1, 2012 shall receive longevity compensation as per the following schedule:

Years of Service	Amount
15 Years	$ 1,500
20 Years	2,000
25 Years	2,500

SECTION 4 - SERGEANT'S LONGEVITY:

Effective January 1, 2008, Sergeants will receive additional longevity compensation as per the following schedule:

10 Years of Service	-	$800.00 per year
15 Years of Service	-	900.00 per year
20 Years of Service	-	1,000.00 per year

SECTION 5 - OUTSIDE EMPLOYMENT:

ARTICLE IX - COMPENSATION

SECTION 1:

If, under the pressures of business, it is necessary that a sergeant be assigned to duties of a higher rank due to sickness, then that sergeant temporarily assigned to the higher rank, if he performs the services for a period of forty (40) consecutive hours or more, shall receive for such continued services, after said initial forty (40) hours, the pay of the higher rank for the period of such services up to seventy (70) days.

SECTION 2:

Whenever a sergeant is not on duty, the senior patrolman (Officer in Charge) shall be paid at the sergeant's rate of pay for that particular shift, provided the patrolman works as a supervisor for more than two (2) hours on that shift. In lieu of compensation, the Officer in Charge can opt for two (2) hours of compensatory time for a full shift. In other words, four hours of Officer in Charge time would equate to one hour of compensatory time.

ARTICLE X - DETECTIVE INCREMENT

SECTION 1:

Any member permanently assigned as a Detective or Detective Sergeant shall receive additional compensation of one thousand dollars ($1,000) per year added to their base salary.

ARTICLE XI - OVERTIME

SECTION 1:

The Borough has the right to schedule overtime work as required in a manner most advantageous to the Municipality and consistent with the requirements of the Borough and the public interest.

SECTION 2:

Overtime opportunities will be distributed as equally and practically among employees in the same classification, department and shift.

SECTION 3:

Time and a half (1 1/2) of the employee's regular rate of pay shall be paid for work under the following conditions:

a. All work performed in excess of the regular work day of eight and one-half (8 1/2) hours;

b. All overtime work in excess of the employee's regularly scheduled days for the pay period.

c. If an employee is called in specially for overtime work, he shall be entitled to compensation for not less than two (2) hours overtime pay.

d. It is agreed that every effort will be made that court appearances will be scheduled to avoid overtime work. If such scheduling cannot be made and overtime work is required by reason of court appearance, the employee shall be compensated overtime pay for such appearance for actual time worked, and paragraph (c)herein shall not apply.

SECTION 4 - COMPENSATORY TIME OFF:

An officer can request compensatory time off in lieu of receiving overtime pay. Compensatory time will be earned at the rate of one and one-half (1 1/2) hours for every extra duty worked. An officer cannot accumulate more than forty (40) hours of compensatory time at any time, unless specific authorization is received from the Chief of Police. There shall be no time limit

within which an employee has to use any of the forty (40) hours of accumulated compensatory time. An employee can require payment for all compensatory time in excess of forty (40) hours.

It is the responsibility of the shift sergeant or officer in charge of the shift to authorize compensatory time off. Compensatory time off can only be approved when the shift sergeant or officer in charge is sure that sufficient officers are present to provide adequate shift coverage for the particular shift in question given existing community policing needs as determined by the Chief of Police. No officer will be called in on an overtime basis or compensatory time basis to fill a shift to allow another officer to take compensatory time off.

ARTICLE XII - VACATION

SECTION 1:

Within the first year of service, an employee shall receive one (1) working day's vacation for each month of service from the date of his regular appointment, up to and including December 31st following such date of appointment.

SECTION 2:

After the first year and up to and including five (5) years of employment, each employee shall have fourteen (14) working days vacation.

During the sixth year and up to and including ten (10) years of employment, each employee shall have sixteen (16) working days vacation.

SECTION 3:

During the eleventh year and up to and including fifteen (15) years of employment, each employee shall have twenty one (21) working days vacation.

SECTION 4:

During the sixteenth year and up to and including twenty (20) years of employment, each employee shall have twenty four (24) working days vacation.

SECTION 5:

Vacations may be taken throughout the year and may not be restricted to certain periods, regardless of manpower.

SECTION 6:

During the twenty-first year and up to retirement, each employee shall have the option to convert up to six (6) sick days to vacation days, provided that the employee has the available sick time. This section shall take effect January 1, 2009.

SECTION 7:

Any officer who has accumulated one hundred (100) sick days may convert six (6) of those sick days to vacation days. Vacation days used as a result of this conversion cannot create overtime. All conversion requests must be declared by January 15th of each year.

ARTICLE XIII - COLLEGE CREDIT

The following degrees shall be in Police Science from an accredited college, and the following shall be awarded to each employee commencing January 1, 1985:

Associate Degree	$ 800.00 per year
B.A. Degree	1,500.00 per year
M.A. or Law Degree	2,000.00 per year

For those with an Associates Degree in Police Science, the B.A. Degree can be in a related Liberal Arts subject such as sociology, Psychology, Political Science, etc. All officers hired subsequent to January 1, 2012 will not be entitled to this benefit.

ARTICLE XIV - HOLIDAYS

This Section has been deleted. Please reference Article VI.

ARTICLE XV - REPRESENTATION FEE

SECTION 1:

If an employee does not become a member of the Union during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that Membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as a majority representative.

SECTION 2:

Prior to the beginning of each membership year, the Union will notify the employer in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

SECTION 3:

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the employer a list of those employees who have not become members of the Union for the then current membership year. The employer will deduct from the salaries of such employees, in accordance with Section 4 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

SECTION 4:

The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a). Ten (10) days after receipt of the aforesaid list by the employer; or

(b). Thirty (30) days after the employee begins his or her employment in a bargaining unit position,

unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

SECTION 5:

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the union.

SECTION 6:

The Union will notify the employer, in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the employer received said notice.

SECTION 7:

The Union agrees to indemnify and hold the employer harmless against any liability which may arise by reason of any action taken by the employer in complying with the provisions of this Article, provided the employer gives the Union timely notice in writing of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

ARTICLE XVI: MEDICAL, DENTAL, LIFE, ETC. INSURANCE

SECTION 1:

A. The Borough of Freehold shall continue to provide employees and their dependents medical insurance and prescription coverage through the New Jersey State Health Benefits Plan, or a comparable

insurance plan, including approved Health Maintenance Organization. Employees who opt to have medical insurance coverage will be required to contribute the requisite amount as *proscribed* by New Jersey State Law. (Dental insurance is covered in Section 3).

SECTION 2:

Employees, while rendering aid to another community at the direction of their supervisor, shall be fully covered while rendering such mutual aid by Workmen's 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 supercomposite premium.

SECTION 4:

Each employee shall be eligible to receive $75.00 per year towards the purchase of eyeglasses for the employee. The $75.00 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 regulation.

ARTICLE XVII: SICK LEAVE

SECTION 1:

Sick leave with pay shall be applicable only to permanent employees in the classified civil service of the Borough of Freehold as set forth hereinafter.

SECTION 2:

Within the first year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service from the date of his regular appointment up to and including December 31 following such date of appointment.

SECTION 3:

After the first year of employment, each employee shall have fifteen (15) days of sick leave with pay for each calendar year thereafter.

SECTION 4:

Sick leave not taken shall accumulate to employee's credit from year to year, and the employee shall be entitled to such accumulative sick leave with pay if and when needed.

SECTION 5:

When an employee retires, he shall be entitled to one-half (1/2) pay for accumulative sick leave in an amount not to exceed $15,000.00. The retiring employee shall advise the Borough Clerk of the employee's intention to retire by November 1st of the year prior to the retirement so that sufficient funds can be incorporated into the Municipal Budget. For all officers hired subsequent to January 1, 2012, the accumulative sick leave benefit will be capped at $7,500.00.

ARTICLE XVIII - DEATH LEAVE

Employees shall be granted four (4) days of paid leave for a death in an employee's immediate family. "Immediate family" means father, mother, step-father, step-mother, spouse, child, foster of step-child, sister, brother, mother-in-law, father-in-law, grandmother or grandfather of the employee. It shall also include relatives of the employee residing in the employee's household. Common law spouses and legally established guardianship of children are included in the above definition.

Additionally, three (3) days shall be granted for aunts, uncles, nieces, nephews, and grandparents of the spouses. These three (3) days shall be charged against sick leave.

Employees shall be granted two (2) days of paid leave for the death of a step-sibling, upon presentation of sufficient proof.

ARTICLE XIX - PENSION PLAN

The Borough shall continue for the lifetime of this Agreement to pay the Borough's portion of the pension costs under the Police and Firemen's Retirement System of New Jersey in effect at the signing of this Agreement.

ARTICLE XX - RETIREMENT HEALTH BENEFITS

The Borough shall continue to provide health insurance benefits to an employee who has 25 years of creditable service or as required by law, and who is receiving retirement benefits from the Police and Fire Retirement System in the same manner that the Borough provided to the employee while he/she was on active status.

ARTICLE XXI - AUTOMOBILE USE

Employees who use their own car for travel authorized and scheduled by an appropriate Borough Supervisor shall receive mileage at the rate of $.15 per mile. The Borough shall pay necessary tolls and parking fees.

ARTICLE XXII - NO STRIKE, ETC.

SECTION 1:

It is understood that there shall be no strikes, sitdowns, slowdowns, work stoppage or limitation upon activity or production during the life of this Agreement; nor shall any officer, representative or official of the Association authorize, assist, take part in or encourage any such strikes, sitdowns, concerted failure to report for duty, work stoppage, or limitation upon production against the Borough. If any employee, or group of employees, represented by the Association should violate the intent of this paragraph, the Association, through its proper officers, shall promptly notify the Borough and such employee or employees in writing of its disapproval of such violation.

SECTION 2:

The Borough reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

SECTION 3:

Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXIII - UNIFORMS

SECTION 1:

New employees shall receive one complete set of uniforms at the expense of the Borough. Clothing allowance ceases to exist on December 31, 2003.

ARTICLE XXIV - SEPARABILITY AND SAVINGS

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.

ARTICLE XXV - WORK SCHEDULE

SECTION 1:

The work year shall be 2,080 hrs. per year per employee, including vacation, holidays, sick and personal days.

SECTION 2:

The work day shall consist of eight and one-half (8 1/2) hours. Employees will work four (4) days and be off for two (2) days. Work shifts shall rotate.

Shift 1:	7:00 a.m. to 3:30 p.m.
Shift 2:	3:00 p.m. to 11:30 p.m.
Shift 3:	11:00 p.m. to 7:30 a.m.

SECTION 3:

Whenever an employee's scheduled hours are less than 2,080 per year, the employee will be required to spend the hours between those actually scheduled and 2,080 hours in in-service training or any other work related activity as approved by the Chief of Police, or his designee.

SECTION 4:

Once assigned, shifts will not be changed by the employees without the approval of the Chief or his designee. Employees requesting a change in shift must give a two-week notice to the Chief or his designee.

SECTION 5:

Any officer performing off-duty law enforcement services (for outside contractors, etc.) shall continue to be deemed an employee of the Borough Police Department and is subject to departmental rules and regulations and the appropriate chain of command.

ARTICLE XXVI - FULLY BARGAINED PROVISIONS

SECTION 1:

This Agreement represents and incorporates complete and final understanding and settlement by the parties of all bargainable issues which were or had been the subject of negotiations. During the term 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 XXVII - DELEGATES' RIGHTS

SECTION 1:

The Borough shall excuse the PBA delegate time off to attend the New Jersey State PBA monthly meetings.

SECTION 2:

The Borough shall excuse the PBA delegate time off to attend the New Jersey State PBA convention.

SECTION 3:

If the PBA delegate is unable to attend these meetings due to illness, injury, required court appearance, or military service, the PBA president or his designee may attend, provided that four (4) hour notice is given to the Chief of Police.

ARTICLE XXVIII - VESTS

SECTION 1:

The Borough shall pay for the original issue and renewal of vests, minimum level IIA. Vests shall be replaced before their warranty and/or guarantee ends.

ARTICLE XXIX - DURATION OF AGREEMENT

This Agreement will be effective as of January 1, 2011 and will terminate on midnight December 31, 2014. Proposals for a successor Agreement may not be submitted prior to September 1, 2014. Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing.

IN WITNESS WHEREOF, the parties hereto set their hands and seals at the Borough of Freehold, County of Monmouth, State of New Jersey, on the date set forth beside each signature.

BOROUGH OF FREEHOLD:

Date: 7/27/12

By: _____
J. NOLAN HIGGINS, MAYOR

Date: 7/27/2012

Attest: _____
JOSEPH B. BELLINA,
BUSINESS ADMINISTRATOR

Date: 7/27/12

Attest: _____
TRACI L. DIBENEDETTO
MUNICIPAL CLERK

FREEHOLD BOROUGH PBA #159

Date: 7.27.12

By: _____

Date: 7.27.12

Attest: _____

Date: 7/27/12.

Attest: _____

Date:

Attest: _____