

# MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Township of Montville (hereinafter the "Township") and PBA Local 140 (herein the "PBA"); and

WHEREAS, the Township and PBA were parties to a collective negotiations agreement which expired on December 31, 2017 ("CNA"); and

WHEREAS, the Township and PBA have been engaged in good faith collective negotiations for the purpose of reaching an agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Township and PBA have reached an agreement for terms to a successor CNA as set forth below; and

WHEREAS, the terms for the successor agreement are subject to ratification by the membership of the PBA and the Township Committee; and

WHEREAS, the negotiating committees for the Township and PBA unanimously agree to recommend this memorandum of agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Except as herein modified or reserved, all terms and conditions set forth in the CNA between the Township and PBA shall remain in full force and effect.
2. All dates in the new contract are to be conformed to the new contract duration of January 1, 2018 through December 31, 2020.
3. **Article XIV, Outside Duty**

Effective upon ratification of this agreement by the Township and PBA as

well as upon adoption of an amended Township Fee Ordinance by the Township,  
the fee for off-duty police services shall be as follows:

XII. Officer Compensation:

A. Traffic detail will be \$70.00 per hour.

B. General security details will be \$55.00 per hour.

4. **Article XVI, Wages**

All steps in the salary schedule shall be increased by:

A. Section A:

- i. Effective and retroactive to 1/1/18: 2.0%
- ii. Effective and retroactive to 1/1/19: 2.75%
- iii. Effective 1/1/20: 2.75%

5. **Article XXVIII, Hospitalization and Medical Insurance**

A. Section I

(1). Remove the following language: "However, employees shall contribute to the costs of healthcare premiums in accordance with Chapter 78 of the Laws of New Jersey, P.L. 2011, which shall replace any existing contributions and shall not be in addition to any other contributions."

Replace with the following language: "However, employees shall be required to contribute to his/her health benefits in accordance with the Tier IV rates set forth in Chapter 78, P.L. 2011."

(2). Add the following language to Section I:

Officers agree to the benefits as set forth by the New Jersey State Health Benefits Program.

B. Section XXVIII (new):

- New Subsection A: Officers who had completed twenty (20) years of service at the time of Chapter 78., P.L. 2011 implementation on June 28, 2011 are not required to contribute under the law.

- New Subsection B: Officers who have completed twenty (20) years of service as of June 28, 2014 shall be required to pay five (5%) percent of the total cost of hospitalization and medical insurance coverage.
- New Subsection C: All officers who have not completed twenty (20) years of service as of June 28, 2014 and who retire after June 28, 2014 shall be required to pay fifteen (15%) percent of the total cost of hospitalization and medical insurance coverage.

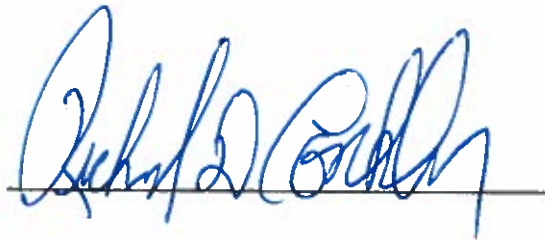
6. All proposals which are not included in this Agreement shall be deemed withdrawn by both parties.

**FOR PBA LOCAL 140**

**FOR THE TOWNSHIP OF MONTVILLE**



**Sam Greendyk, President**



Date: 5/9/19

Date: 5/14/19