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A G R E E M E N T

This agreement, made this 23rd day of November, 1971 by and between the Township Committee of the Township of Middletown, hereinafter referred to as Township Committee, and the Officers and men of the Police Department of the Township of Middletown, hereinafter referred to collectively as "Police Officers".

WITNESSETH:

WHEREAS, the Township Committee of the Township has negotiated and bargained with the Township Police Officers, through representatives of each, and has determined that the Police Officers' compensation should be adjusted to reflect the various conditions affecting compensation, and to express its recognition of the need of such adjustment; and

WHEREAS, both parties have agreed on a schedule of compensation, to cover the calender years 1972 and 1973, and wish to set forth said agreement in writing at this time, to become effective at the times set forth below,

NOW, THEREFORE, in consideration of the promotion of harmonious relations and understanding between the parties, and in further consideration of the mutual covenants and agreements to be undertaken, the parties hereto agree as follows:

1. The compensation for the calendar years 1972 and 1973 for the Police Department shall be as follows:

1972 Patrolman in First Year of Service	\$7,620.00 per year
Patrolman in Second Year of Service	\$8,390.00 per year
Patrolman in Third Year of Service	\$9,160.00 per year
Patrolman in Fourth Year of Service	\$9,930.00 per year
Patrolman in Fifth Year of Service and above	\$10,700.00 per year
1973 Patrolman in First Year of Service	\$8,000.00 per year
Patrolman in Second Year of Service	\$8,875.00 per year
Patrolman in Third Year of Service	\$9,750.00 per year

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Patrolman in Fourth Year of Service	\$10,625.00 per year
Patrolman in Fifth Year of Service and above	\$11,500.00 per year
1972 Sergeant (one step only)	\$11,700.00 per year
Lieutenant (one step only)	\$12,700.00 per year
Captain (one step only)	\$13,700.00 per year
1973 Sergeant (one step only)	\$12,500.00 per year
Lieutenant (one step only)	\$13,500.00 per year
Captain (one step only)	\$14,500.00 per year

2. Longevity compensation shall be paid as additional salary (so as to be calculated in Police Officers compensation credit for retirement under the State of New Jersey Police Officers Retirement Program) as follows:

1972 and 1973

- \$200.00 for completion of (5) years of service.
- \$300.00 for completion of (10) years of service.
- \$400.00 for completion of (15) years of service.
- \$500.00 for completion of (20) years of service.

3. One and one-half times regular compensation (time and a half) will be paid for the following:

A. Required attendance at any court in the State of New Jersey, except that time which shall constitute a part of the Officers regular tour hours.

B. Required attendance at local traffic court only when a case which was scheduled on a regular working day has been postponed to off-duty hours.

C. Hours worked beyond regular shift, and approved by Superior Officer in charge (extra tours by volunteers are paid at regular, straight time.

D. Emergency, riots, floods and other such unusual events where Police Officers are called to duty by the Chief of Police or Officer in charge in his absence, except to the extent

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that such duty constitutes a part of the regularly scheduled tour of duty of a particular Police Officer.

3. The above mentioned "time and one half pay" shall not apply to Detectives, regardless of rank and shall apply only to Patrolman and Sergeants. All Detectives (regardless of rank) shall be paid "differential pay" at the rate of \$500.00 per annum. Time spent in response to out of State subpoenas, will be compensated at regular pay rates only, if approved by the Officer in charge.

4. Sick leave days may be accumulated and cash payments will be paid at the time of separation of Police Officers as follows:

A. Twenty percent of each day accumulated at each Officers current daily rate if separation occurs prior to normal retirement under honorable conditions or separation occurs for medical disability prior to the time for normal retirement.

B. Thirty three and one third percent of each day accumulated at each Officers current daily rate upon or after normal retirement age or for medical disability if the same occurs after normal retirement date.

5. Each Police Officer will be provided with a \$5,000.00 life insurance policy, which policies shall be similar to the life insurance policy presently being provided for Township Fireman.

6. Each Police Officer may accumulate vacation days from year to year not to exceed a cumulative total of thirty days. In any one year, no officer shall take more than the normal number of vacation days to which he is entitled for the current year, without the approval of the Chief of Police.

7. The above pay schedules shall become effective on January first of each year; providing however, if the Township Committee has not passed an ordinance authorizing payment

at the new rate by January first, such ordinance, when passed, shall specify that the increased rates of compensation shall be retroactive to January first of each year.

8. All other payments and benefits which are presently given to the Police Officers shall continue in full force and effect, such as, but not limited to paid holidays, uniform allowances, hospitalization coverage, and overtime compensation, and no benefit or compensation presently being received by the Police Officers, shall be reduced or discontinued, unless specifically provided herein.

9. The Township Committee shall take all necessary action to effectuate this agreement, including appropriation in the budgets for 1972 and 1973 of sufficient funds to cover the compensation stated herein, and enacting or amending any Ordinances which may be necessary to appropriate or authorize the payment of the said compensation. The Township Committee shall adopt a resolution authorizing the execution of this agreement by the proper municipal officials, and this agreement shall thereupon be so executed by them on behalf of the Township. This agreement shall be executed on behalf of the Police Officers by the President and Secretary of the Middletown Township Patrolman's Benevolent Association, Local No. 124. Upon execution by both parties, this agreement shall become binding upon the both parties immediately, to the extent permitted by law.

10. The parties hereto state that the within agreement was reached before November 14, 1971 and is understood by them to comply with Phase II - Guidelines For Local Governments of the Federal Wage Act; however, if an appeal is made and the increases granted hereunder reduced by the Federal Wage Board, this agreement shall be amended accordingly.

11. This agreement contains the entire agreement

between the parties, and neither party may alter it unilaterally. Any disputes and ambiguities shall be resolved by negotiation or arbitration and then shall be reduced to writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials, and have affixed their seals hereto.

THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MIDDLETOWN

By: Harold Poulks
Harold Poulks, Mayor

Edward Makely
Edward Makely

Joseph Malavet
Joseph Malavet

William Johnson, Jr.
William Johnson, Jr.

Thomas Lynch
Thomas Lynch

MIDDLETOWN TOWNSHIP P.B.A. LOCAL # 124

By: Harold Poulks
President

Edward Makely
Secretary

MIDDLETOWN TOWNSHIP P.B.A. LOCAL #124

BY: James Barrigore
President

Thomas Lynch
Secretary