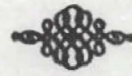


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**Middletown Township
Policemen's Benevolent Association, Inc.
Local 124**



TOWNSHIP OF MIDDLETOWN

Contract 1991 - 1992

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MIDDLETOWN TOWNSHIP POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL 124
CONTRACT FOR 1991 AND 1992

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the Township of Middletown PBA Local 124, as the exclusive collective negotiations agent for all officers and men in the Police Department of the Township below the rank of Sergeant.
- B. The title of policeman shall be defined to include the plural as well as the singular and to include males and females in the use of the words employee, policeman or officer shall be intended to include all persons of the bargaining unit.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to begin collective bargaining negotiations for a successor agreement in accordance with the statutes and rules of the State of New Jersey and both parties shall bargain in good faith in order to reach an agreement on all matters concerning the terms and conditions of employment.

Such negotiations shall begin with the first mutual bargaining session to be held between August 15th and October 1st of the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all duly certified members of the unit, be reduced to writing, be signed by the authorized representative of the Township and the Association and adopted by the Township.

B. During negotiations, facts, opinions, proposals and counterproposals, will be exchanged freely by the parties thereto. The Township shall furnish the Association Representative with a copy of the introduced budget before any vote is taken on it and a copy of such proposed Public Budget shall be sent to the PRA.

C. Neither party shall have control over the selection of negotiating representatives of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiation at their individual expense.

D. This agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

E. In all negotiation sessions, one person with authority to represent each side, shall be present at the meeting. For this purpose, the parties agree that no negotiation session shall begin unless the Association is represented by either its President or Vice President and municipal governing body is represented by either the Mayor or an elected committee man, or the representative appointed by the Township Committee to carry our negotiations. In addition to the persons required to begin negotiation sessions, either side may bring to the negotiation sessions any representative it may choose, including, but not limited to their respective attorneys, negotiation representatives or the Township Business Administrator.

F. The Township shall bear the cost of printing sufficient copies of this agreement, one copy for each member of the Association, at least 80 copies.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association shall have the right to conduct meetings at reasonable times on municipal premises provided twenty-four hour notice is first given to the employer by giving such notice to the Business Administrator. The employer shall select an appropriate place, depending upon the number of persons to attend as estimated by the Association. The Association shall not be required to identify the persons who are to attend the meeting, nor may the meeting interfere with the efficiency of the Police Department.

B. The Township agrees to be bound by the provisions of N.J.S.A. 11:26C-4.

C. The Association President and/or his representatives shall have the right to visit the Business Administrator, Chief of Police, representatives of the Business Administrator or Chief of Police, police headquarters and all other police occupied facilities during off-duty hours for Association business. The Association President or his representative shall have the right to visit other officials of the Township government for Association business and of such meetings as are necessary.

D. The Township will provide the PBA with sufficient wall space no less than 4 feet by 5 feet for a bulletin board. This space must be easily accessible to all members.

E. The Township shall provide continuing office space at Croydan Hall, however, if this office space is lost to the Association, then the Township shall make its best effort to

provide substitute office space for the sole use of the Association's officers to administer the contract and to execute the duties of their office. The Association shall bear the full cost of furnishing this office.

F. The Association shall be furnished with copies of all directives, general orders, special orders, personnel orders, rules and regulations and procedures which are in writing for employees covered by this contract. Said copies of the above shall be furnished to the Association within approximately seven (7) calendar days of the promulgation.

G. The State Delegate has the right to attend PBA related State, County and Local functions. The PBA president has the right to attend PBA related local functions. In addition to the aforementioned meetings, the President and State Delegate have the right to attend four (4) additional functions, each, per year. The PBA may request additional time off to attend other PBA related functions from the Chief or authorized representative of the Chief.

H. The Association shall have the right to use the intertownship mail facilities and Township Hall mailboxes as it deems necessary and without approval of any administrator or management personnel. The right to use the mail facilities shall be limited to PBA business only.

ARTICLE IV

BILL OF RIGHTS

- A. 1. Employees covered by this agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.
2. The wide ranging powers and duties given to the Department and its members, involve them in all matters of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
3. The Township agrees to be bound by the terms of N.J.S.A. 40A:14-147.
- B. This Article shall not preclude a supervisor's right to question subordinates relative to their daily activities.
- C. There shall be only one Police Department personnel file which shall be maintained in the office of the Chief of Police and members of the Police Department shall have the opportunity to review their personnel file upon request, within a reasonable period of time, of the Chief of Police or his designees between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. The employees may copy any document which is in his file.

D. An employee shall not be required to report the employment of a spouse or children.

E. Photographs of any employees shall not be displayed or made available to any member or segment of the news media without the prior approval of the employee, except pursuant to valid court order.

F. The address of an employee's residence and telephone number shall not be made known to anyone without said employee's permission unless in a criminal investigation.

G. The Chief of Police or his designee will have the sole power to determine whether an employee shall be required to carry his weapon by written direction. The Township represents that any existing Township Ordinance shall comply with this provision.

ARTICLE V

SENIORITY

A. Traditional principles of seniority shall apply to employment covered by this agreement as to the selection of vacation periods upon notice by the employee by February 15th and compensatory days off upon three (3) days notice whether earned or awarded. If the employee fails to give notice to the employer within the above-described time periods, traditional principles of seniority will not apply.

B. Traditional principles of seniority shall apply to any additional request for vacation made between February 15th and March 31st. Traditional principles of seniority shall not apply to additional requests for vacation made after March 31st.

C. Upon all other things being equal, traditional principles of seniority shall apply to employment covered by this agreement as to shift transfers.

D. A master seniority list based on the above definitions shall be maintained and a copy supplied annually to the Association in October of each calendar year. The list shall indicate the official seniority standard of all members of the Police Department.

ARTICLE VI

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the employer or any of its agents, or the Association or any of its agents, against employees covered by this agreement because of membership or non-membership, or for activity or inactivity in the Association. The employer or the Association shall not intimidate or coerce employees into membership. Neither the employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE VII

SAFETY REGULATIONS

A. The Township agrees to establish a Safety and Equipment Committee with three management and three PBA representatives, which can recommend, but have no binding affect on the Department.

B. The Township agrees to pay for membership in the Central Jersey Police Film Library.

ARTICLE VIII

SICK LEAVE

A. All permanent full-time employees covered by this agreement shall be granted sick leave with pay in the amount of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. The employer reserves the right to extend sick leave.

B. An employee absent on sick leave, shall report his absence at least two (2) hours prior to the start of his shift except where emergency circumstances would prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible. Employees who normally report to work at seven (7:00) a.m. shall report their absence at least one (1) hour prior to the start of their shift.

C. (1) The Township of Middletown, by ordinance, may provide for granting leaves of absence with pay not exceeding one year to members and officers of its Police Department and force, who shall be injured, ill, or disabled from any cause, provided the examining physician appointed by said governing body shall certify to such injury, illness, or disability.

(2) Disability leave for work-related injuries which does not entitle the employee to receive worker's compensation or temporary disability benefits, will result in no docking of sick, vacation, or compensatory time. Employees must provide adequate proof of disability being work-related at management's request.

(3) After the one year is completed, if permitted by Ordinance as provided, an employee shall be entitled to accumulated sick days, vacation days and compensatory time.

(4) If an employee suffers an injury or service connected disability, said employee must apply for Worker's Compensation Benefits, if applicable. Any temporary disability benefits paid by Worker's Compensation during the time period referenced to in Subsection I above, will be paid to the employer.

D. Intentionally self-inflicted injuries shall not be covered under this provision, nor shall gross negligence. The burden of proof on these exceptions rests solely with the Township Committee/Management.

Any employee who accepts or continues outside employment while receiving disability payments under this section shall be deemed physically fit to return to duty subject to loss of disability.

E. The employer retains the sole and exclusive right in its discretion to extend the period of disability payments for such job connected disability as a result of illness or injury beyond one (1) year.

F. Sick leave may be extended and paid by and at the sole discretion of the employer in excess of the amount accrued by the employee.

G. In the event a disagreement should arise between a member of the Association and the employer with respect to the existence or extent of a job-connected disability or illness,

such issue shall be determined by a physician who shall be mutually agreed upon by the parties on the basis of his qualifications.

In the event there shall be a disagreement between the parties as to the result of the physician's examination, it shall be submitted directly to arbitration in accordance with the terms of this agreement.

H.1 Should an officer at the time of his retirement or separation from service, have accumulated but not used sick days, holidays and or vacatin time, then such employees shall be paid at the rate of 100% of the amount accrued for any of the above, provided he has served twenty (20) years and one day or more. Said employee shall be paid for his accumulated sick days, holidays and/or vacation time at the same rate of pay he was earning at the time of his separation from service, retirement, etc. Should an officer at the time of his separation from service serve 20 years or less, then such employee shall be paid at the rate of 100% of accrued vacation and holidays at the time of separation of service.

H.2. For all employees who are hired after January 1, 1992, the above paragraph H.1 shall be modified so that not used sick days, holidays and/or vacation time shall be paid at the rate of 65% of the amount accrued for any of the above to any employees hired after January 1, 1992.

H.3 An employee may choose to, at his option, be paid either a lump sum check on his last day of active service, or be allowed to run out his accumulative time prior to his retirement

date. The above sentence does not in any way affect the issue of whether sick days, holidays, and vacation days are earned while an employee is running out his accumulative earned time pursuant to Article VIII, H. and other pertinent sections.

H.4 After January 1, 1992 an employee may elect to be paid at a 50% rate for sick days accrued during each year. Example: An employee uses 5 sick days during the year, he elects to "cash in" 10 days at year end. The employee will receive five days pay in late December of that year.

ARTICLE IX
CHECKOFF

A. Upon receiving the written voluntary authorization and assignment of the employee covered by this agreement (in the form agreed upon between the employer and the Association 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 employer shall promptly remit quarterly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Association.

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

ARTICLE X

HOURS

A. The parties understand and agree that the standard work week schedule for employees covered by this agreement requires employees services continuing throughout the seven (7) day week and that the standard work week shall consist of forty (40) hours of work within said standard work week.

B. Each tour of duty shall be for eight (8) hours of work.

C. Shift assignments for each officer shall be made as uniformly as others are made in his division.

D. Whenever the Police Department of the Township is requested or required to furnish men for any work assignments, these assignments shall be offered impartially to the Regular Police Officers before being offered to Special Officers. Only those assignments not chosen by regular officers shall be offered to Special Officers.

E. Management has the right to change shifts or the hours worked but must negotiate any impact of its changes in reference to changes, wages, overtime and other compensation with the Association.

ARTICLE XI

OVERTIME

A. The employer agrees that overtime consisting of time and one-half (1 1/2) shall be paid to all uniformed employees (not detectives) for hours worked in excess of the normal work day of eight (8) hours and for any normal work day of eight (8) hours and for any normal work week in a seven (7) day period or more than forty (40) hours.

B. Employees shall not be paid overtime for hours of work in excess of normal day unless such overtime is authorized by the Chief of Police or the officer in charge of the shift.

C. Any additional time beyond the tour as defined herein shall be paid at the rate of one and one-half (1 1/2). In the event an employee is required to work fifteen (15) minutes or more of overtime, he shall be paid as though he had worked one-half (1/2) hour. If he is obligated to work more than forty-five (45) minutes, but less than one (1) hour, he shall be paid as though he had worked an hour. Any portions thereafter, time will be compensated in the manner described above.

D. In the event a uniformed officer (not detectives) is called into duty other than for his normal assignment, he shall be paid overtime at time and one half (1 1/2) for all time worked during such periods, but in no case shall he be paid for less than four (4) hours at this rate.

E. The Chief of Police may, from time to time, call general police meetings not to exceed two (2) annually, and the parties agree that no payment shall be made to the employee covered by this agreement for attendance at said meeting.

F. Any employee, including detectives, whose presence shall be required in any court, including Municipal, County, Superior or any Administrative hearing in the Department of Motor Vehicles, at a time other than when they are on duty, shall be paid for that time at the rate of time and one-half (1 1/2). This shall include officers responding to their own complaints, as witnesses at the direction of their superior officers or the Chief of Police, and in response to subpoenas from any court, on call attendance in court, in lieu of subpoena arranged either by the Prosecutor's Office, Superior Officers of the Department, the Chief of Police or attorneys representing parties in civil litigation, criminal prosecution or defense or administrative hearings. For court time, no less than four (4) hours. If called in, employee shall be paid no less than four (4) hours.

G. Unusual assignments. If an employee, including all detectives, is assigned to any unusual responsibility outside the municipality other than court assignments, extrajudicial investigations out of the county or out of the state, assigned educational pursuits, riots, civil disturbances and other similar matters, or to offer assistance to another Department, municipality or other governmental agency or support as in a civil disorder, he shall be paid in the following manner:

(a) In each twenty-four (24) hour period, an officer shall be paid eight (8) hours of straight time.

(b) For additional time involved in a job assignment, but exclusive of any free time, time and one-half (1 1/2) which time shall include the time expended in transportation to and from the scene in the Township of Middletown.

H. Compensatory Time. Where overtime payments in accordance with the above sections are earned, the employee may at his option elect to take compensatory time off, at the same time and one-half (1 1/2) rate. This compensatory time off shall be taken at such times as the Chief of Police's discretion believes the employee's absence will not impair the good and order of the Department.

Permission to take compensatory time off shall be granted sufficiently early so that it shall be taken within 120 days of accrual. If not taken within 120 days of accrual, it shall be forfeited, unless circumstances are such that the Township Administrator feels forfeiture is not proper.

I. Any employee involved in an off-duty arrest shall be paid at the rate of time and one-half (1 1/2) for hours worked.

J. The overtime policy with regard to those recruit officers attending the Police Academy shall be as follows:

(1) a. Those officers attending the Academy shall receive no compensation for travel time.

b. The Department shall provide transportation between Headquarters and the Police Academy.

c. Officers shall be reimbursed for any tolls incurred in traveling to the Police Academy.

d. All officers taking the training course at the Police Academy shall receive compensation at time and one half (1 1/2), to be reimbursed as compensatory time, for all hours in excess of 8 hours per day at the Police Academy.

e. All officers attending the Police Academy will work according to the Police Academy schedule, in other words, if there are classes at the Academy, the officers shall attend classes; if there are no classes at the Academy, the officers are not required to report for duty.

f. In the event that an officer attending the Academy is called in to Headquarters for duty during a day the Academy is not in session, or for a shift in addition to a normal shift at the Academy for any given day, said officer shall be compensated for overtime at time and one half, said compensation to be reimbursed as compensatory time or as monetary reimbursement at the option of the officer.

(2) In addition to the above paragraphs, each Police Recruit will be responsible for submitting an overtime or compensation time record card (Form #178), for approval by the Deputy Chief of Police.

(3) In the event the Police Trainee does not successfully complete the training and the Middletown Township Police Department chooses not to re-enroll the Trainee in another Police Academy class (within the time limits prescribed by the N.J. Police Training Commission), the terminated Police Trainee will

be reimbursed for this accumulated compensatory time at the rate of one and one half (1 1/2) times his or her hourly rate in monetary reimbursement.

k. All officers who donate blood to Township approved Blood Drives shall receive four hours of compensation time.

ARTICLE XII

VACATIONS

A. Employees shall earn during the first year of employment, one day of vacation for each month employed as vacation with pay at his regular rate of pay.

B. After the first year of employment, each employee shall earn the following working days off as vacation with pay at the regular rate of pay:

After one (1) year but less than five (5) years.....Thirteen (13) days

After five (5) years but less than ten (10) years.....Sixteen (16) days

After ten (10) years but less than fifteen (15) years.....Twenty-one (21) days

C. The vacation time provided in B above shall be prorated depending upon the anniversary of each employee's employment in the following manner:

<u>Anniversary Date</u>	<u>Quantum of Vacation</u>
Sixth year from January 1, to April 30	16 days
May 1 to August 31	15 days
September 1 to December 1	14 days
Eleventh year from January 1 to February 28	21 days
March 1 to April 30	20 days
May 1 to June 30	19 days

July 1 to August 31 18 days

September 1 to December 31 17 days

D. After the fifteenth (15th) year of service, employees shall receive an additional day of vacation with pay at the regular rate of pay for each year employed beyond fifteen (15) years. This day off shall be received during the year earned. Thus, an employee after 23 years shall receive twenty-nine (29) days vacation during the 23rd year.

E. All vacation time provided for herein may be accumulated from year to year up to an accumulation of thirty (30) days. No more than 30 days may be carried over to the following calendar year without prior written approval of the Police Chief or the Township Administrator as the case may be.

ARTICLE XIII

DEATH IN FAMILY

A. Every employee shall be granted three (3) days leave with pay upon the death of a family member of his immediate family. Such leave shall be taken within seven (7) days following family member's death. "Family" shall include spouse, children, parents, brothers, sisters, grandparents, step-children, and spouse's parents.

B. In the event of the death of a relative other than those enumerated, including first cousins and those as closely related as the (second degree of kinship), one day leave with pay shall be granted.

ARTICLE XIV

HOLIDAYS AND PERSONAL DAYS

A. The following shall be recognized as holidays under this agreement:

Easter

- | | |
|-----------------------------|------------------------|
| New Year's Day | Good Friday |
| Memorial Day | General Election Day |
| Veterans Day | Columbus Day |
| Thanksgiving Friday | Christmas Day |
| Washington's Birthday | Lincoln's Birthday |
| July 4th (Independence Day) | Thanksgiving Day |
| Labor Day | Martin Luther King Day |

B. Employees shall be entitled to five (5) personal days in 1991 and five (5) in 1992, with pay per year in addition to the holidays authorized in Section A of this Article. An officer requesting a personal day will only do so through the officer in charge of the shift. The officer requesting a personal day must do so no less than two (2) hours prior to the shift in question. If, at the time of the request, there are three (3) patrolmen and/or three (3) patrolmen and one (1) supervisor off for any reason, and the granting of an additional request would create a manpower shortage, the officer in charge will make a "reasonable effort" to replace the officer requesting the personal day. If a replacement cannot be obtained, the request will be denied. The employee need not give any reason for the taking of personal leave.

C. Should the Township Committee or their agent, because of a special holiday proclaimed by the President of the United States, or the Governor of the State of New Jersey, or the Township Committee, or their Agent give time off for personnel

employed by the Township (excluding weather emergencies) the employees covered by this agreement shall be awarded leave time in an amount equal to that given at such time that it will not interfere with the efficient police operation or may at their option accumulate such time as compensatory time.

D. The sum of one (1) days pay for each holiday shall be paid to each employee no later than the first day in November of the calendar year during which the holiday occurred. For time keeping purposes, this sum shall be treated as a yearly earning. These payments shall be treated as a bonus and income taxes shall be withheld as though the same were paid over the entire calendar year.

ARTICLE XV

SURGICAL AND HEALTH PLANS

A. The employer will provide at no cost to the employee, health insurance coverage as described in general terms herein to cover full family responsibilities including husbands and wives of the employee and the children of employee below the age of 23, if said children are dependents and otherwise qualify under police definition.

B. The employer will provide at no cost to the employee, a health insurance plan as described in general and of a quality and continuing series of benefits at least equal to those provided by the New Jersey State Health Benefits Program Blue Cross/Blue Shield and New Jersey Major Medical under 14/20 Series - Rider "J".

C. The employer will provide at no cost to the employee, dental insurance coverage pursuant to the New Jersey Dental Service Plan, already in existence, however, the following benefits shall be increased as follows:

- (1) 100% preventative and diagnostic coverage;
- (2) 100% crowns, inlays and gold restorations coverage;
- (3) 100% all remaining basic coverage;
- (4) Orthodontic, periodontic and prosthodontic benefits remain as is.

D. In 1991 the employer shall provide, at no cost to the employee, a \$2.00 prescription plan. Starting on January 1, 1992, the employer shall continue to provide at no cost to the

employee a prescription drug plan, however, there shall be a \$4.00 co-payment for non-generic drugs and a \$2.00 co-payment for generic drugs, if attending physician approves.

E. The employer may change insurance carriers, at his option, provided substantially similar benefits are provided.

F. Pursuant to authority set forth in public laws 21 of Title 40 (Chapter 11) the employer agrees to provide such benefits enumerated in Sections A, B, and D of this Article to all employees who have retired.

G. A booklet describing the foregoing benefits will be provided to each employee following the execution of the new contract.

H. Starting on January 1, 1992 the employee deductible shall be raised from \$100.00 to \$200.00 and the family deductible shall be raised from \$100.00 to \$200.00 per year.

ARTICLE XVI

CLOTHING ALLOWANCE

A. Beginning January 1, 1991, the clothing allowance shall be one thousand dollars (\$1,000.00).

The above listed clothing allowances shall be paid by the Township of Middletown to all officers as heretofore.

B. In the event of a uniform or equipment change ordered by the Department or Township Committee, the Township shall pay all costs incurred.

C. The clothing allowance as specified above is for the replacement of clothing due to normal wear and tear and not for replacement of clothing, equipment, or personal property of an employee.

D. Any employee who retires after receiving a clothing allowance shall not be required to make repayment to the Township.

ARTICLE XVII

FALSE ARREST AND LIABILITY INSURANCE

A. The employer shall keep in effect false arrest and liability insurance in the amount of one million dollars (\$1,000,000), to cover each employee acting in the performance of his duty and for any litigation arising out of claims regarding an officer's actions in the performance of his duty. If the Township wishes to purchase a policy which would offer like or better coverage, the Association can elect to accept either policy.

B. Since employees of this Department are required by accepted tradition and policy to volunteer to suppress criminal acts and assume other law enforcement responsibilities at all times whether on regular duty assignment or not, and whether in the Township of Middletown or not, the employer agrees to obtain such false arrest and liability insurance coverage in a contract of insurance which shall provide coverage to the employee for acts occurring pursuant of this policy beyond regular duty assignment. In the event such insurance is not obtained, the employer agrees to provide legal defense for an employee against whom a civil claim or a suit is instituted and to indemnify the employee for any damages awarded to a claimant. Any policy of insurance obtained in accordance with this provision shall be delivered to the employee bargaining unit's Executive Committee for examination and approval.

C. The employer agrees to be bound by the provisions of N.J.S.A. 40A:14-155. In all criminal matters including municipal court, arising out of his duties as a police officer in which an employee has been named a defendant, the employee may retain an attorney of his or her choice, which attorney shall be paid pursuant to N.J.S.A. 40A: 14-155 at the same hourly rate as the Township attorney, but not less than \$85.00 per hour. In municipal court cases in which more than two officers are charged as a defendant, the involved officers and the Township shall mutually consult as to engaging attorneys. Civil actions involving alleged negligent acts in the course of an officer's duties shall be defended and indemnified by the Township. In all other civil matters, involving possible personal liability not indemnified by the Township, the Township reserves the right to authorize the engagement of appropriate counsel on a case by case basis, after consultation with the involved officers and PBA, if appropriate.

ARTICLE XVIII

PENSIONS

A. The employer agrees to be bound by N.J.S.A. 43:34 (c) (1) et. seq. and 43:16A-1 et. seq.

ARTICLE XIX

VACANCIES AND PROMOTIONS

A. All vacancies which occur in the Table of Organization shall be filled in accordance with all applicable Civil Service Statutes and Regulations.

ARTICLE XX

DISCHARGE AND SUSPENSION

A. The Township agrees to be bound by the terms of N.J.S.A. 40A:14-147 et. seq.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. In order to provide for an expeditious and mutually satisfactory settlement of grievances, the procedure hereafter set forth shall be followed. A grievance is hereby defined as any controversy arising over the application of, or adherence to the terms and conditions of this agreement as it affects the members of the Association as Police Officers. A grievance may be filed by an individual, the Association on behalf of an individual, a group of individuals, or the employer.

STEP 1:

The President of the Association or his duly authorized representative shall present and discuss the grievance or grievances orally with the immediate supervisor within thirty (30) days of the occurrence, giving rise to the grievance, otherwise said grievance shall be deemed waived. The immediate supervisor shall answer the grievance within five (5) working days from the date of the presentation.

STEP 2:

If the grievance is not resolved at Step 1, or if an answer has not been received by the Association within the time set forth in Step 1, the Association shall present the grievance in writing within five (5) working days, furnishing one (1) copy to the Police Chief and the other to the Business Administrator. If it is not filed, it is waived. This presentation shall set forth the position of the Association. At the request of either party discussion to settle said grievance may ensue. The Police

Chief shall answer the grievance in writing within five (5) working days after receipt of said grievance. At his option, the Chief of Police, with the consent of the Director of Public Safety may refer the handling of this step to the Director of Public Safety. All actions however, in the event the option is exercised, must be taken within the time frames as provided herein.

STEP 3:

If the grievance is not resolved in Step 2, or if no answer has been received by the Association within the time set forth above, the grievance may be presented in writing to the Mayor and Township Committee within five (5) working days. The final decision of the Mayor and the Township, shall be given in writing to the Association within fourteen (14) working days after receipt of the grievance by the Mayor, Township Committee and Administrator.

B. If the grievance has not been settled by the parties in Step 3 of the grievance procedure, or if no answer in writing by the Mayor, Township Committee or Administrator has been received by the Association within the time provided above, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration or avail themselves of all legal remedies at his disposal as provided by Title 34 of the Revised Statutes of New Jersey. The aggrieved employee shall make an election in writing, as he is not entitled to pursue both

remedies. This written election of remedy shall be transmitted by the President of the Association, or his duly authorized representative, to the Township Administrator.

C. Grievances initiated by the employer shall be filed directly with the Association within seven (7) working days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) working days after the filing of a grievance between representatives of the employer and the Association in an earnest effort to adjust the differences between the parties. In the event no such agreement has been satisfactorily made within twenty (20) calendar days after such meeting, either party may within ten (10) calendar days

thereafter file for arbitration in accordance with Article XXII.

ARTICLE XXII

ARBITRATION

A. If a grievance is not settled under Article XXI, such grievance shall, at the request of either the Association or the employer, be referred for binding arbitration to the State Board of Mediation for the selection of an arbitrator according to its rules.

B. An arbitration hearing shall not be scheduled sooner than thirty (30) calendar days after the final decision of the Mayor and the Township Committee unless the Committee otherwise elects. If the aggrieved elects to pursue legal remedies provided by Title 34, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

C. The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him involving the grievance. The arbitrator shall also be bound by applicable Federal and State law in cases. He shall have no authority to add to, modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto.

D. The cost of the services to the arbitrator shall be borne equally between the Association and the employer. Any other expense incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XXIII

SALARY

A. Effective January 1, 1991, the annual base salary for each of the classifications set forth below shall be as follows:

<u>Classifications</u>	<u>Base Salary</u>
Patrolman in first year of service	\$24,919
Patrolman in second year of service	31,287
Patrolman in third year of service	38,172
Patrolman in fourth year of service	43,802

B. Effective July 1, 1991, the annual base salary for each of the classifications set forth below shall be as follows:

Patrolman in first year of service	\$25,666
Patrolman in second year of service	32,226
Patrolman in third year of service	39,317
Patrolman in fourth year of service	45,116

C. Effective January 1, 1992, the annual base salary for each of the classifications set forth below shall be as follows:

Patrolman in first year of service	\$26,435
Patrolman in second year of service	33,193
Patrolman in third year of service	40,496
Patrolman in fourth year of service	46,469

D. Effective July 1, 1992 the annual base salary for each of classifications set forth below shall be as follows:

Patrolman in first year of service	\$27,294
Patrolman in second year of service	34,272

Patrolman in third year of service 41,812
Patrolman in fourth year of service 47,979

E. Whenever an employee is assigned in writing under the authority of the Chief of Police to perform duties of higher classification for a period of thirty (30) days or more, he shall receive pay of higher rank for the entire period.

F. In addition to the salaries provided heretofore, Detectives shall be paid a differential because of their increased responsibilities of \$500.00 a year in addition to the salary provided above and the longevity provided in Article XXIII. *SINCE 1972*

ARTICLE XXIV
LONGEVITY

A. Each employee shall be paid in addition to his current annual wage, a longevity increment based on his years of continuous employment in the Police Department in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY</u>
Upon completion of five (5) years of service	3%
Upon completion of ten (10) years of service	5%
Upon completion of fifteen (15) years of service	6%
Upon completion of twenty (20) years of service	8%

B. Each officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of employment and such increments shall be paid from and after such date.

C. All longevity will be based on the top patrolmen's salary.

ARTICLE XXV

TERMINAL LEAVE AND TERMINAL PAY

A. Any employee whose employment is terminated either voluntarily or because of disability, shall be entitled to terminal leave for such accrued leave as set forth and provided for in Article VIII and Article XII of this agreement.

B. If the laws of New Jersey do not permit the lump sum provided in the option set forth above, the accumulated vacation and sick leave shall be granted as terminal leave in an amount set forth in Article VIII and Article XII of this agreement.

C. Upon the death of any employee, his estate shall be paid for his accumulated vacation, his earned personal days and holidays. Compensation time shall be paid in accordance with FLSA Regulations. Upon the death of any employee, his estate shall be paid for his accumulated vacation, his earned personal days and holidays. Compensation time shall be paid in accordance with FLSA Regulations. Upon the death of any employee having completed 20 years of service, his estate shall be paid for his accumulated sick time in addition to other benefits.

ARTICLE XXVI

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued uninterrupted operations of the Township's Departments and Agencies is of paramount importance to the citizens of the community that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor of its members take part in any strike (i.e.,) concerted failure to report for duty, or willful absence of an employee from his position, or a stoppage of work or absence in whole or part from the full, faithful and proper performance of the employees duties of employment) work stoppage, slow-down, walkout or other job action against the Township.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slow-down, walk-out or job action, it is convened and agreed that participation in any such action by a member of the Association shall entitle the Township to take appropriate disciplinary action including the possibility of discharging according to applicable law.

E. Nothing contained in the 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 inequity for injunction for damages or both in the event of such breach by the Association or members of this Article.

ARTICLE XXVII

EDUCATIONAL INCENTIVE

A. Employer agrees to pay each employee of the Department in addition to his annual salary, an educational incentive based upon the following table:

1. Associated Degree	\$100.00
2. Bachelor's Degree	250.00
3. Masters Degree	400.00

The incentive will be paid following one (1) year of service.

B. The employer agrees to pay each employee of the Department full reimbursement for college tuition and required books for college courses. It is understood and agreed that the degree referred to shall be in subject matter related to police responsibility. This shall include, in addition to police science, business administration, chemistry, any of the branches of laboratory and investigative science, public relations, para medical courses, mechanical sciences or engineering reasonably relevant to police investigation or experience, law, social sciences, criminology, police administration, criminal justice or public administration. The enumeration of these course offerings is not intended to limit, but to describe the broad range of education necessarily relevant to police work. All courses taken while employed by Middletown shall be subject to prior written approval of the Director of Public Safety.

ARTICLE XXVIII
LIFE INSURANCE

A. The employer shall provide each employee with term life insurance having a death benefit of \$20,000 plus double indemnity for accidental death. If the Township purchases a policy which would offer relative or better coverage, the Association can elect to accept either policy. The policy shall be a term life insurance policy and shall provide that it may be converted by the individual whole life policy at the termination of employment or retirement.

ARTICLE XXIX
DURATION

A. The term of this agreement shall be from January 1, 1991 through December 31, 1992.

B. In the absence of written notice given not more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to the expiration date by either party, this agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as appropriate notice is given prior to the annual expiration in accordance with the terms of this Article.

C. If, following receipt of such notice, negotiations have not been completed prior to the termination date, this agreement may be extended for an additional thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other.

D. In such event, however, and if an extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination or the date the extended period terminates this agreement shall terminate.

ARTICLE XXX

SCOPE OF AGREEMENT

This agreement represents the issues which the parties have negotiated. Any other disputes concerning the terms and conditions of employment which arise during the term of this agreement, the application of policy, regulations and the terms of this agreement shall be subject to binding arbitration as provided herein.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and seals this _____ day of _____, 1991

ATTEST:

Edward J. Dunn
Edward Dunn, Acting
Administrator

ATTEST:

Wm. A. Slom
W. Craig Slomum, Secretary

TOWNSHIP OF MIDDLETOWN

Rosemarie D. Peters
Rosemarie D. Peters, Mayor

TOWNSHIP OF MIDDLETOWN

PBA LOCAL 124
James Eastmond
James Eastmond, President

PBA Attorney

Fred M. Klatsky
Fred M. Klatsky

SETTLEMENT OF UNFAIR PRACTICE CHARGE

The Middletown Township P.B.A. Local 124 hereinafter referred to as "P.B.A." and/or "employee" and the Township of Middletown, hereinafter referred to as the "Township".

WHEREAS, the parties are desirous of settling an unfair practice charge Docket Number CO-H-92-241; and

THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

1. Effective March 31, 1993 and continuing through December 31, 1995 all parties shall be bound by the following language and, the following language shall be incorporated into any and all agreements for 1993, 1994, and 1995 and shall become a part of those future contracts as part of Article VIII, new Section H.5 as follows:

After January 1, 1994 an employee shall not earn any additional sick days, holidays and/or vacation days while an employee is running out his or her accumulative earned time pursuant to Article VIII, Section H and other pertinent sections. However, until January 1, 1994, an employee shall earn additional sick days, holidays and vacation days while an employee is running out his or her accumulative earned time pursuant to Article VIII, Section H and other pertinent sections. Additionally, an employee who retires after 25 years of service shall be paid at the rate of one day per year of service for these Loyalty Days. Therefore, any employee who retires after 25 years shall be paid by the

Township a minimum of 25 Loyalty Days, if an employee retires after 26 years then he shall be paid 26 Loyalty Days, etc. Additionally, an employee who obtains a disability retirement from the Police and Firemen's Retirement System shall be paid at the rate of one day per year of service for these loyalty days with no minimum of 25 days; therefore, if an employee obtains a disability retirement after 15 years of service, then that employee will receive 15 Loyalty Service Days.

2. Effective March 31, 1993 and continuing through December 31, 1995 all parties shall be bound by the following language, and shall be incorporated into any contracts for 1993, 1994 and 1995 as part of Article VIII, new Section H.6 as follows:

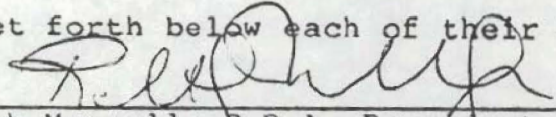
Only for purposes of paragraphs H.1 thru H.6, if an employee shall retire or be separated from service that employee shall accrue, earn, and be paid for sick days, holidays, personal days and vacation days on a quarterly pro-rata basis. Therefore, if an employee retires or is separated during the first quarter from January 1 thru March 31st of any calendar year the employee shall be paid twenty five (25%) percent of the above days, if the employee retires or is separated from service during the second quarter between April 1 thru June 30 of any calendar year, then the employee shall be paid fifty (50%) percent of the above days, if an employee retires or is separated from service during the third quarter of a year from July 1 thru September 30th then the employee shall be paid seventy five (75%) percent of the above days, and if an employee retires or is separated from service during the fourth quarter of a calendar year, then the employee shall be paid one hundred (100%) percent of the above days.

3. This settlement, which adds new paragraphs H.5 and H.6 to Article VIII, shall be incorporated into any and all contracts which cover 1993, 1994 and 1995, and the terms of this settlement shall become effective March 30, 1993 and continue in full force and effect through December 31, 1995.

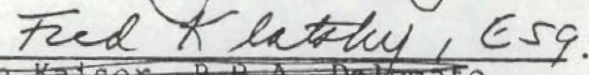
4. Corporal Kenneth Perkins shall receive payment for ~~twenty-five (25) loyalty service days.~~ Corporal Kenneth Perkins shall be paid within sixty (60) days, which is on or before June 1, 1993.

5. Both parties agree to be bound by the terms of this supplemental agreement.

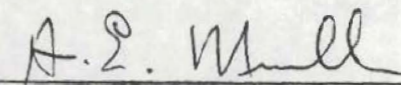
IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and seals on the days set forth below each of their signatures.



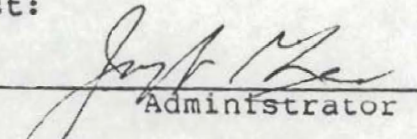
Bob Morrell, P.B.A. President
Dated: 3/31, 1993



~~John Kaiser, P.B.A. Delegate~~
Dated: 3/31, 1993

Township of Middletown


3/31/93 Mayor

Attest:


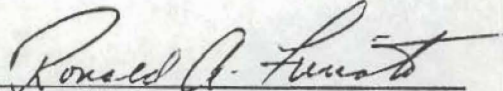
Administrator
Dated: 3/31, 1993


ADDENDUM TO
COLLECTIVE BARGAINING AGREEMENT

This Addendum to the current Collective Bargaining Agreement is entered into between the Township of Middletown and the Policemens Benevolent Association Local #124 as to meal allowances during periods of training. It is to be incorporated into the current 1991-1992 Contract and is to remain a part of that contract and all successor contracts, until such time as it may be changed by the consent of the parties and/or through collective bargaining negotiations.

Both parties agree that officers who are attending a training session where meals are not provided for by the school shall be entitled to a reimbursement not to exceed \$5.00 per meal. This reimbursement shall be made upon the officer producing receipts for the meals that he had purchased.

New officers in "recruit" training are not entitled to reimbursement for meals.


Ronald A. Furiato, Pres.
Middletown Township
P.B.A. Local #124


Joseph p. Leo
Township Administrator

Date: 9/15/92

Negotiating Committee

JAMES R. EASTMOND
PRESIDENT

RONALD G. McCLELLAND
VICE PRESIDENT

JOHN KAISER
STATE DELEGATE

ROBERT J. MORRELL, JR.

KEITH MACDONALD

FRED M. KLATSKY
PBA ATTORNEY