

# **AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF MIDDLETOWN  
MONMOUTH COUNTY, NEW JERSEY**

**AND**

**PBA LOCAL 124**

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**January 1, 2018 through December 31, 2020**

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## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	RECOGNITION	1
II	NEGOTIATION PROCEDURE	1
III	ASSOCIATION RIGHTS AND PRIVILEGES	2
IV	BILL OF RIGHTS	5
V	SENIORITY	7
VI	DISCRIMINATION AND COERCION	8
VII	SAFETY REGULATIONS	8
VIII	SICK LEAVE	8
IX	CHECKOFF	15
X	HOURS	15
XI	OVERTIME	16
XII	VACATIONS	21
XIII	DEATH IN THE FAMILY	23
XIV	HOLIDAYS AND PERSONAL DAYS	23
XV	SURGICAL AND HEALTH PLANS	24
XVI	CLOTHING ALLOWANCE	29
XVII	FALSE ARREST AND LIABILITY INSURANCE	30
XVIII	PENSIONS	31
XIX	VACANCIES AND PROMOTIONS	31
XX	DISCHARGE AND SUSPENSION	31

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XXI	GRIEVANCE PROCEDURE	31
XXII	ARBITRATION	33
XXIII	SALARY	34
XXIV	TERMINAL LEAVE AND TERMINAL PAY	36
XXV	MAINTENANCE OF OPERATIONS	36
XXVI	EDUCATIONAL INCENTIVE	37
XXVII	LIFE INSURANCE	39
XXVIII	MANAGEMENT RIGHTS CLAUSE	39
XXIX	SHIFT SWAPPING	40
XXX	SCHEDULING	40
XXXI	PAY METHOD	41
XXXII	DURATION	41
XXXIII	SCOPE OF AGREEMENT	42
SCHEDULE A	SALARY GUIDE	
SIDE BAR AGREEMENT		

**ARTICLE I**  
**RECOGNITION**

A. The Township of Middletown ("Township" or "Employer") hereby recognizes the Township of Middletown PBA Local 124 ("PBA" or "Association"), as the exclusive collective negotiations agent for all sworn officers 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 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 15<sup>th</sup> and October 1<sup>st</sup> 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, ratified by the PBA and the Township and be signed by the authorized representatives of the Township and the Association.

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 PBA.

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 out 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. 11A:6-10.

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 for 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 space for a gym at or close to Headquarters. The gym may be accessible to other Township employees in addition to sworn regular police officers.

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. 1. The PBA shall be allowed to have paid leave for the following number of PBA representatives for the following events:

a. Three (3) PBA representatives may attend the Fall State PBA convention of approximately five (5) working days on paid leave, and the PBA shall give three (3) weeks' notice to the Township of the dates and who will be attending.

b. Three (3) PBA representatives may attend the Spring PBA mini convention of approximately five (5) days on paid leave, and the PBA shall give three (3) weeks' notice to the Township of the date and who will be attending.

c. Two (2) PBA representatives may attend the three (3) day collective bargaining seminar usually in February on paid leave, and the PBA will give two (2) weeks' notice to the Township of the date and who will be attending. The Township agrees to liberally grant time off to other officers who wish to attend subject to staffing requirements of the Department and at the sole discretion of the Chief of Police or the Chief's designee. The Chief or his designee shall not unreasonably deny such leave.

d. Two (2) PBA representatives may attend a one (1) day seminar in the Spring sponsored in whole or in part by PERC, the New Jersey State Bar Association or the N.J. AFL-CIO, on paid leave and the PBA shall give two (2) weeks' notice to the Township of the date and who will be attending.

A certification of attendance shall be submitted by the representatives attending the above noted events.

All of the above PBA representatives shall be entitled to paid leave to attend the above four (4) different functions. Additional PBA members may be allowed to attend these functions, but will not be provided paid leave by the Township, but these additional PBA members may use their own personal days, compensatory time off, or vacation days.

2. The PBA 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.

3. It is recognized and agreed that the PBA President, Delegate, designees, etc., have the right and duty to attend to Association business, other than those functions set forth above, sometimes during working hours. If the PBA is aware of events, functions, court appearances, administrative proceedings, PBA functions, local monthly meetings, special meetings, etc., other than those set forth in 1 or 2 above, then the PBA should give two (2)

weeks' notice that PBA representative may be attending events, functions, court appearances, administrative proceedings, PBA functions, local monthly meetings, special meetings, etc. However, if it is not possible to give two (2) weeks' notice because of emergent matters or because the PBA did not know until less than two (2) weeks, then the notice should be reasonable and as soon as possible. The number of PBA representatives released for PBA business shall be limited to those reasonably necessary to represent the Association.

4. 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 inter-Township 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 the office and employment involve the exercise of a portion of the police powers of the Township.

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 is governed by and obligated to comply with the provisions of N.J.S.A. 11A:1-1 et seq. (Civil Service Act), N.J.A.C. 4A:1-1 et. seq. (Civil Service Commission), and N.J.S.A. 40A:14-147 (Suspension and removal of members and officers; Complaint; Hearing) as applicable.

B. In an effort to insure that Departmental Investigations are conducted in a manner that is fair and that promotes good order and discipline, the Township and Department shall comply with the Attorney General Guidelines on Internal Affairs Policy and Procedure.

C. There shall be only one Police Department personnel file which shall be maintained in the office of the Chief of Police. 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 employee 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, except for purposes of health benefits opt out.

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

F. All requests for an employee's residence, address or telephone number shall be directed to the office of the Chief of Police, or his designee. The address of an employee's residence or telephone number shall not be made known to anyone without the employee's permission unless in a criminal investigation. Said employee will be notified anytime there is a request for this information.

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 any requests for annual vacation for a calendar year from January 1 through December 31. The selection of vacation periods for the following calendar year shall be submitted by each employee between December 1 and December 15 and notification shall be given to the employee by December 31, if his or her vacation request has been approved; but, if the Employer does not notify an employee by December 31 of each year that his or her vacation requests have been approved or denied, then the employee shall notify the administrator in writing on or before January 7, and if the administrator/Employer does not notify the employee that his or her vacation request has been approved or denied by January 22 of that year, then the vacation request shall be approved. Traditional principles of seniority shall not apply to additional requests for vacation made after December 31 of each year.

B. Compensatory days off require three (3) days' notice whether earned or awarded. The Chief of Police, or his designee, may waive the three (3) day notice requirement. If the employee fails to give notice to the Employer within the above described time periods, principles of seniority will not apply.

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.

E. Traditional principles of seniority shall apply when officers are needed to work overtime, unless specialized services are needed.

**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 effect on the Department.

**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, 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 are injured, ill, or disabled from any cause, provided the examining physician appointed by the Township shall certify to such injury, illness, or disability.

2. Employees will not be charged for sick, vacation or compensatory leave when on disability leave for work-related injuries which involve absences of less than seven (7) days and for which the employee is not entitled to receive worker's compensation or temporary disability benefits. Employees must provide adequate proof of disability being work-related at the Township's request.

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

4. If an Employee suffers an injury or service connected disability, the 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 1 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 rest solely with the Township,

except that if the employee claims that the injury is job-connected, such determination shall be made by a Judge of Compensation.

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. If a disagreement should arise between an employee and the Employer with respect to the existence of a job-connected disability or illness, such issue shall be determined by a Judge of Compensation.

H. 1. Terminal Leave Pay. Should an officer at the time of his retirement or separation from service, have accumulated but not used sick days and/or vacation time, then such employee 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 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 at the time of separation from service.

2. Terminal Leave Payment for Sick Days. Employees hired before October 1, 1996 (except those employees who are entitled to higher amounts pursuant to H.4.)

shall be eligible to be paid 100% for each unused, accumulated sick day at the same rate of pay he or she was earning at the time of separation from service, retirement, etc. on the basis of the following:

25 years of service:	150 paid days
26 years of service:	160 paid days
27 years of service:	170 paid day
28 years of service:	180 paid days
29 years of service:	190 paid days
30 years of service:	200 paid days

3. a. New Hires. Any employee hired on or after October 1, 1996 shall be eligible for no more than 150 such paid sick days regardless of years of service at the time of retirement.
  - b. Any employee hired after January 1, 2005 shall be eligible to be paid at retirement for no more than 125 such paid sick days regardless of the years of service at the time of retirement.
  - c. Any employee hired after May 21, 2010 shall have any sick day payout capped at \$15,000.00.
4. Officers With More Than 150 Sick Leave Days. Those officers who have accumulated more than 150 sick days as of October 1, 1996 will have the number capped at the number of such sick days accumulated as of that date for the purposes of terminal leave, except those employees whose service exceeds 25 years may accumulate up to 200 days pursuant to H.2. For those employees who are "capped" at a higher number of sick days above 150, and

use a portion of those sick days because of illness or injury, they may re-accumulate sick days until they reach their "capped" number, which was above 150.

5. Sick Leave Accumulation. Unlimited accumulation of sick leave beyond 150 days for the purposes of sickness shall be permitted.

6. Paid Leave Option. An employee shall have the option to be paid said terminal leave pay in a lump sum check on his last day of active service, or be permitted to use such accumulated terminal leave as a paid leave of absence prior to retirement. If the employee chooses to take a paid leave of absence then sick leave days and vacation days shall not be earned by said employee on such leave. The number of days an employee shall be permitted to take as paid leave under this provision shall be capped at the applicable monetary or daily cap.

7. Annual Sick Leave Buy Back.

a. An employee may elect to be paid at a 50% rate for sick days accrued during that year. Example: An employee uses five (5) sick days during the year, and he/she elects to "cash-in" ten (10) days at year end. The employee will receive five (5) days' pay in late December of that year.

b. If an employee uses six (6) or less days per year, then an employee may elect to be paid at a 75% rate for sick days accrued during that year. For example, if an employee uses six (6) days in the calendar year, then the employee may sell back to the Township at the employee's sole discretion up to nine (9) days at 75% of the value of each day. If an employee uses more than six (6) days, then the employee may elect to be paid at a 50% rate for any of the remaining sick days pursuant to "a" above.

c. Beginning January 1, 2004, if an employee uses three (3) or less sick days per year, then that employee may elect to be paid at the rate of 85% for sick days

accrued during that year. For example, if an employee uses three (3) sick days in the calendar year, then the employee may sell back to the Township at the employee's sole discretion up to twelve (12) days at 85% of the value of each day.

8. Vacation Upon retirement an employee who is owed accumulated vacation shall be paid the full amount of the vacation owed regardless of his/her date of hire.

9. Examples:

a. As of October 1, 1996, an employee who was hired prior to October 1, 1996 has accumulated 350 sick leave days and 30 vacation days. The employee retires with 27 years of service. Upon retirement the employee will be paid 100% of 350 sick days and 30 vacation days.

b. This employee was hired after October 1, 1996 and before January 1, 2004, and has accumulated 290 sick days at the time of retirement. This Employee retires with 28 years of service and has accumulated 30 vacation days. Upon retirement this employee will be paid 100% of 30 vacation days and 100% of 150 sick leave days as a terminal leave payment.

10. Loyalty Days. In addition to the paid terminal leave provided for in Sections H.1, 2, 3, and 4, above, an officer retiring after 25 years of service shall be paid at the rate of one (1) day per year of service. "Loyalty days" shall be increased by (1) for each additional year of service beyond 25 years.

"Loyalty days" shall accrue through December 31, 2015 and be capped at that amount thereafter. The Township shall provide in writing to each employee by February 1, 2016 the number of Loyalty Days accrued and the value of those days for cash-in at retirement. Employees hired on or after May 1, 2015 shall not receive "Loyalty Days."



11. Disability Retirement. An officer who retires on a disability pension from the Police and Firemen's Retirement System as a result of a work-related injury shall be paid at the rate of one (1) day per year of service for "Loyalty Days" with no minimum years of service required.

12. Pro-Rated Benefits Formula. If an officer retires, then for the purposes of this Section H only, sick leave, personal days and vacation days shall be pro-rated by 2 months. Thus, if an officer retires in January the officer shall be paid 1/6<sup>th</sup> of such paid leave<sup>13</sup>. Sick Leave Verification. Sick leave verification should be reasonable and not intrusive to the employee's family. If an employee is out sick for any shift that includes time from 11:00 p.m. to 7:00 a.m., and if the Employer wants to verify that the employee is home, then the Employer shall first make a telephone call to the employee at his home address during reasonable hours but in no event between 12:00 a.m. and 6:00 a.m. If the employee is contacted by telephone at home prior to 12:00 a.m., then the Employer may not make additional telephone calls to the employee's residence, or make visits to the employee's residence, which include a knock on the door of the residence or any method, which will disturb the employee's family between 12:00 a.m. to 6:00 a.m. However, nothing in this Section shall prevent the Employer from driving by the employee's residence, but not disturbing the employee's family between 12:00 a.m. and 6:00 a.m.

I. Family Leave. The Township will grant leave in accordance with the statute and rules and regulations of the N.J. Family Leave Act, N.J.S.A. 34:11B et seq., and the Federal Family and Medical Leave Act of 1993, 29 USC 2601, et seq. (FMLA).

**ARTICLE IX**  
**CHECKOFF**

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

B. 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.

C. 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.

D. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Personnel Officer and/or Township Administrator. The filing of a notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e.

**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 Officers 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.

F. Effective on or about January 2, 2012, the schedule and work hours set forth in the attached side-bar agreement, concerning a "modified Pitman" work schedule for Patrol Officers, was implemented.

#### **ARTICLE XI** **OVERTIME**

A. The Employer agrees that overtime consisting of time-and-one-half (1 ½) shall be paid to all employees for hours worked in excess of the normal work day of eight (8) hours and for any normal work week in a seven day period of more than forty (40) hours.

B. Employees shall not be paid overtime for hours of work in excess of the 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<sup>1</sup> shall be paid at the rate of time and one-and-one-half (1.5) the employees hourly rate of pay. 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. 1. If any employee is called into duty other than for his normal assignment, he shall be paid overtime at time-and-one-half (1.5) for all the time worked during each period, but in no case shall he be paid less than four (4) hours at this rate, for each call-in.

2. Any detective shall receive overtime pay and/or compensatory time off the same as all other employees pursuant to this Agreement.

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 (1.5). 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.

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<sup>1</sup> See attached side-bar agreement.

For court time, no less than four (4) hours. If called in, employee shall be paid no less than four (4) hours.

1. If an employee is served with a subpoena and the subpoena is marked "on call", then the Employer is to supply the officer with a telephone beeper for the period covered by the subpoena.

2. Unusual assignments. If an employee, including all detectives, is assigned to any unusual responsibility outside the municipality other than court assignments, extraditions, 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 ½) which time shall include the time expended in transportation to and from the scene and the Township.

G. Compensatory Time.

1. 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 (1.5) 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 order of the Department.

2. There shall be a limit for each employee of total compensatory time of 300 total hours.

3. Any employee who, as of April 1, 2001, has more than 300 compensatory hours is grandfathered in to have the amount of compensatory time he or she currently has. However, when this employee uses compensatory time, that employee's maximum amount will decrease. For example, if an employee currently has 350 hours of compensatory time and uses ten (10) hours of compensatory time, then that employee's maximum grandfathered amount will decrease from 350 hours to 340 hours. When this employee reaches 300 hours of total compensatory time, he or she shall have the same cap of 300 hours as everyone else.

4. Any employee who has 300 or less compensatory hours, or grandfathered amount above 300 hours, cannot be ordered to take any time off. In other words, any employee who has 300 compensatory hours or less, or grandfathered amount above 300 hours, may use that time at his or her discretion, subject to the Chief's approval as per current custom and practice. This prohibition against forcing any employee to take comp time off is to comply with Christensen v. Harris County, 529 U.S. 576 (2000), which allows the parties to insert a prohibition in a contract.

5. a. An employee may exceed the cap amount of 300 hours or his or her grandfathered amount of compensatory time with the Chief's approval, but these additional compensatory hours must be used within ninety (90) days, but the ninety days may be extended for an additional thirty (30) days if the additional compensatory time cannot be scheduled within the first ninety (90) days. If the employee does not take the comp time off within 120 days, then the employee shall be paid at his current rate of pay for all excess comp hours within 30 days.

b. The Township reserves the right to pay cash for accrued compensatory time at any time.

c. Once an employee reaches 300 compensatory hours, then that employee may not accrue additional compensatory hours above 300 hours, except with the approval of the Chief.

H. Any employee involved in an off-duty arrest shall be paid at the rate of time-and-one-half (1 ½) for hours worked.

I. The overtime policy with regard to 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 ½), to be reimbursed as compensatory time, for all hours in excess of 8 hours per day at the Police Academy. Officers are not entitled to any remuneration for time spent on homework assigned by the instructors.

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 be required to report for duty.

f. If an officer attending the Academy is called into Headquarters for duty during a day when 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. Any earned compensatory time will be deducted for any days that the Academy is not in session.

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. If the Police Trainee does not successfully complete the Academy training and the Township 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 paid for this accumulated compensatory time at the rate of one-and-one-half (1 ½) times his or her hourly rate.

J. Employees in training or out of the Township on assignment shall receive reimbursement of up to five dollars (\$5.00) for each meal. New officers in the Academy are not entitled to meal reimbursement.

## **ARTICLE XII** **VACATIONS**

A. Employees shall earn during the first year of employment, one day 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 (15<sup>th</sup>) 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) vacation days during the 23<sup>rd</sup> year. For all employees hired after March 1, 2001, there shall be a maximum of thirty (30) vacation days. Therefore, an employee hired after March 1, 2001, after 24 years shall receive thirty (30) vacation days during the 24<sup>th</sup> year and shall receive thirty (30) vacation days each year thereafter.

E. Pursuant to N.J.S.A. 11A:6-3 vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only. Said amount of vacation carryover shall not exceed the amount earned by the employee for the

preceding year. Example, if an employee has 16 years' service with the Township and has earned 22 vacation days in year 1, then this 16 year employee can carry forward 22 vacation days to the next succeeding year. Another example is a 25 year employee who earns 31 vacation days in year 1, shall be able to carry over 31 vacation days to the next succeeding year.

**ARTICLE XIII**  
**DEATH IN THE FAMILY**

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

B. Officers shall receive one day leave with pay for the death of an aunt, uncle, first cousin, niece, nephew, sister-in-law, or brother-in-law. Officers shall receive one day leave with pay for the death of any other relative residing in the officer's home who is not listed in the preceding paragraph.

C. A note from the funeral director, an obituary, or certification as drafted by the PBA will be acceptable proof of death.

D. All of the benefits of this Article shall apply to the civil union or domestic partner of an officer as if they were married.

**ARTICLE XIV**  
**HOLIDAYS AND PERSONAL DAYS**

A. 96 hours of holiday pay is included in each officer's base pay for all purposes. This holiday pay shall be paid to officers in their regular paychecks in equal installments consistent with the Township's regular payroll cycle as part of each officer's base earnings.

B. Employees shall be entitled to five (5) personal days each year, with pay. 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, except there shall be three (3) days' notice, except in the case of an emergency, for New Year's Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and July 4. The number of officers off on personal days on New Year's Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve will be limited to 2. 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, 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 designee 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.

**ARTICLE XV**  
**SURGICAL AND HEALTH PLANS**

A. 1. The Employer will provide at no cost to the employee, health insurance coverage as described herein for the employee and all eligible dependents subject to any legally mandated premium sharing. Officers may participate at their option in the POS or HMO plans. Notwithstanding the foregoing, all officers hired on or after 5/1/2015 shall be required to

participate in the HMO for the first 10 calendar years of Township service. PPO restrictions shall remain. Any changes between plans shall occur during open enrollment.

All premium sharing shall be paid with pre-tax dollars and the Township shall establish an IRC Section 125 Plan prior to making any such deductions.

The parties agree that if the 2018 excise tax (aka, "Cadillac Tax") as set forth in the Affordable Care Act is applicable to the health insurance plans available to PBA unit members, upon receipt of a written request by the Township, the PBA agrees to re-open the collective negotiations agreement as to health insurance and wages, only, to negotiate regarding the impact of the excise tax. The reopener shall not take place prior to the application of the excise tax. During the reopener, all terms and conditions of employment shall remain in effect. Including salary guide movement.

The Township agrees to continue to provide the current level of benefits in the HMO (the Multi-Care plan) for out-of-state medical needs.

2. Effective upon the Township's ability to establish an open enrollment, all officers in the unit shall enroll in the Township's POS plan subject to the following modifications to the POS:

a. Aggregated Family Deductible: The annual deductible for single coverage is \$1500.00 and the annual family deductible is \$3000. All deductibles for the family plan shall be aggregated, i.e., if 4 family members each have \$750 of expenses, then the \$3000 family deductible is met for the year). The Township representatives agree that it is not their intent to change the original POS language with regard to this provision.

b. The annual Out-of-Pocket maximums are \$7500 for single coverage and \$15,000 for family.

c. Out-of-Network Allowance: The Township acknowledges that the POS out-of-network reimbursement is at 80<sup>th</sup> percentile of Reasonable and Customary charges. That is, the plan will allow coverage charges at a level that is accepted by 80% of the medical providers who perform that service in a given geographical area (determined by zip codes).

d. Transition of Care: Out-of-network care is to be paid as if it were being obtained in-network for on-going care when the transition from PPO to POS occurs. The participant shall be allowed transition care to a maximum of 6 months. The employee is required to notify the administrator of the situation at the time of the change in plans.

Primary care physician co-pays shall be \$10.00 and specialist co-pays shall be \$20.00.

B. 1. All employees covered by this contract may purchase enhanced dental coverage via a payroll deduction, at the actual insurance cost that is being paid by the Employer for the insurance. This additional coverage is for raising the maximum coverage amount per year from \$1,000 to \$1,500.

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

- a. 100% preventive and diagnostic coverage;
- b. 100% crowns, inlays and gold restorations coverage;
- c. 100% all remaining basic coverage;
- d. Orthodontic, periodontic and prosthodontic benefits remain as is.

C. The Employer shall continue to provide at no cost to the employee a prescription drug plan. The following prescription co-pays shall be in effect:

retail name brand drugs:	\$20.00
retail generic drugs	\$7.50

Mail order name brand drugs \$40.00

Mail order generic drugs \$15.00

Effective September 1, 2018, all employees shall enroll in the BeneCard 3 plan. Co-pays shall be as follows: Generic: \$7.50; Preferred Brand: \$20.00; and Non-Preferred Brand: \$35.00. Mail order co-pays shall be twice the retail co-pay for a 90-day supply.

E. The employer may change insurance carriers, at its option, provided substantially similar benefits are provided. For purposes of determining whether the plans under the new carrier are "substantially similar," the parties agree to use the current POS and the HMO that were in effect as of January 1, 2016 as the comparison plans.

F. 1. Pursuant to N.J.S.A. 40A:10-21 through 25, the employer agrees to pay for and provide such medical and health benefits as enumerated in Sections A, B and D of this Article to all employees who have retired. Employees who are hired on or after July 1, 2011 must have a minimum of 20 years of employment with the Township to receive retiree health benefits.

a. An officer who retires on or after January 1, 2018 shall maintain the benefit classification that he had when he retired or may change to a lesser classification in retirement. For example, if an officer retired with an employee plus one plan, he cannot move to a family plan in retirement but can move to the single plan. However, if the officer retired under the family plan, he can add post-retirement children. Notwithstanding, the foregoing, an employee who marries or who enters into a civil union after retirement may add a spouse or partner. The foregoing restrictions shall not apply to an officer who retires on a disability due to an on-the-job injury.

b. Retired employees or their dependents (including retired employees on disability retirements) who reach age 65 and/or are eligible for Medicare must enroll in both Part A (hospital insurance) and Part B (medical insurance) of Medicare. Retired employees shall provide proof of enrollment to the Township. Acceptable proof is a photocopy of the Medicare identification card reflecting both Part A and Part B effective dates, or a letter of confirmation from Social Security stating the effective dates of Medicare Part A and Part B enrollment. Medicare shall be the primary payer of claims. The Township's coverage shall become secondary to Medicare such that the Township will pay only that portion of eligible claims that remains in excess of that which is covered by Medicare Part A and Part B. If a retiree does not enroll in Medicare, then he will only be reimbursed by the amount that the plan would have paid as if he enrolled in Medicare.

2. The employer shall pay for surviving spouse's medical and health benefits for three (3) years immediately after the death of an active and currently employed employee, and for eighteen (18) months immediately after the death of a retired employee.

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

H. For the purposes of receiving health benefits under this Article, an employee's spouse shall include a domestic partner or a partner through civil union.

I. The parties agree that employees shall contribute to medical insurance according to the applicable year 4 contribution rate based on the Chapter 78 grid for the duration of this Agreement.

**ARTICLE XVI**  
**CLOTHING ALLOWANCE**

- A. The clothing allowance shall be one thousand dollars (\$1,000.00) per annum.
- B. If a uniform or equipment change is ordered by the Department or Township, 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.
1. The Township shall replace or, at its option, reimburse officers for damage done to their uniforms in the line of duty which is not the result of the officer's own negligence.
  2. If the damage is done by a third party against whom charges are later filed, the officer shall seek reimbursement first through the Victim's Restitution Fund, which request shall be reduced in writing.
  3. If after six months, reimbursement has not been made pursuant to paragraph two, the Township shall replace and/or reimburse the officer for the cost of the damaged uniform. In such event, the Township shall become entitled to reimbursement through the Victim's Restitution Fund in place of the Officer.
  4. Officers shall cooperate with the Township in its effort to obtain restitution pursuant to paragraph 3.
- 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 five million dollars (\$5,000,000.00), 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 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 to 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 Association's Executive Board 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**

The Employer agrees to be bound by N.J.S.A. 43:16-1, et seq., and 43:16A-1, et seq. (Police and Firemen's Retirement System).

**ARTICLE XIX**  
**VACANCIES AND PROMOTIONS**

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., N.J.S.A. 11A:1-1 et seq. (Civil Service Act), and N.J.A.C. 4A:1-1.1 et seq. (Civil Service Commission) as applicable.

B. If an officer is precluded by law from appealing any discipline to the Civil Service Commission, Court or other body, but not from appealing through arbitration, such discipline shall be allowed to proceed to arbitration pursuant to Article XXII.

**ARTICLE XXI**  
**GRIEVANCE PROCEDURE**

A. 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, including minor disciplinary action of five (5) days or less, including written reprimand. A grievance may be filed by the Association on behalf of an individual or 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 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, if 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 Committee shall be given in writing to the Association within fourteen (14) working days after receipt of the grievance by the Mayor and Township Committee.

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 and Township Committee has been received by the Association within the time provided above, the PBA, and only the PBA shall have the right to submit such grievance to arbitration.

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. If 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.

D. No individual may settle a grievance without the Association's approval except for grievances challenging minor discipline.

#### **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 and/or P.E.R.C. 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 Township

Committee otherwise elects. If the aggrieved elects to pursue legal remedies provided by Title 34, the arbitration hearing shall be canceled 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. 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 expenses incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

**ARTICLE XXIII**  
**SALARY**

A. Officer salaries are set forth in Appendix A. Officers shall receive the following increases to base pay:

Effective and retroactive to April 1, 2018	2.75% to Step 13 1.50% to all other Steps
Effective January 1, 2019	2.50% to Step 13 1.50% to all other Steps
Effective January 1, 2020	2.25% to Step 13 1.50% to all other Steps

In addition, all officers not at Step 13 as of January 1, 2018 shall receive a \$250.00 non-pensionable bonus.

The increment guide and step movement (January 1) shall survive the expiration of the contract and the Township is obligated to continue paying increments even if a successor agreement has not been settled.

Retroactive amounts shall be paid and salary adjustments for 2018 shall be made by the last pay period in June 2018.

B. 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.

C. In addition to the salaries provided heretofore, detectives shall be paid a differential because of their increased responsibilities of \$750.00 a year in addition to the salary provided above.

D. Detective and Traffic On-Call. At the Chief's discretion, there may be an on-call provision for detectives and/or traffic officers of five (5) to seven (7) calendar days' duration. If the Chief decides to have an on-call system, then an employee placed on call shall be paid eight (8) hours of regular pay or compensatory time, at the employee's sole discretion for each five (5) to seven (7) calendar days on call. If the number of days' on-call in one (1) interval is increased above seven (7) days, then the parties will negotiate the appropriate compensation. However, it is the intention of the parties that on-call, each time or duration, will be from five (5) to seven (7) days, for which an officer will receive eight (8) hours of regular pay or compensatory time as full compensation for being in an on-call status for that period.

E. Lateral Hires. Any trained and certified police officer hired after March 1, 2001 with more than one (1) year but less than three (3) years of municipal police experience and/or State Police experience shall be placed immediately at Step 2 on the salary guide from the first day of employment, or with three (3) years or more experience with municipal police experience and/or State Police experience will be placed immediately at Step 3 of the salary guide.

F. Each Field Training Officer shall receive one hours' pay at time and one-half for each 8 hours that he serves as a Field Training Officer. The Field Training Officer may take the additional pay in comp time.

**ARTICLE XXIV**  
**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 or her accumulated vacation, his or her earned personal days and accumulated sick time, except if the employee has less than 10 years' service then his or her estate shall receive 50% of sick time and 100% of other accumulated days. Compensatory time shall be paid in accordance with FLSA regulations.

D. All retirees will retain the benefits under this collective bargaining agreement to which they retire. No future agreements may decrease the retiree benefits.

**ARTICLE XXV**  
**MAINTENANCE OF OPERATIONS**

A. It is recognized that the need for continued uninterrupted operation 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 any 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. If a strike, slow-down, walk-out or job action, it is covenanted 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 the member 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 in equity for injunction for damages or both in the event of such breach by the Association or members of this Article.

**ARTICLE XXVI**  
**EDUCATIONAL INCENTIVE**

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



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

B. The Employer agrees to pay each employee of the Department full reimbursement for college tuition and required books for college courses. Effective January 1, 2015, the tuition reimbursement shall be capped at the average per credit cost for in-state tuition for undergraduate and graduate schools at the Rutgers' New Brunswick Campus tuition rates. Any officer who is matriculating towards a degree as of January 1, 2015 shall be grandfathered at the rate of reimbursement for the school in which they are enrolled. It is understood and agreed that the degree referred to shall be in a 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 the Township shall be subject to prior written approval of the Director of Public Safety. To receive tuition reimbursement, the officer must provide a copy of an official transcript indicating a grade of "C" or better to the Director of Public Safety.

C. Employees hired on or after May 1, 2015 shall not be eligible for tuition reimbursement.

**ARTICLE XXVII**  
**LIFE INSURANCE**

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 at the termination of employment or retirement.

**ARTICLE XXVIII**  
**MANAGEMENT RIGHTS CLAUSE**

The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, except as otherwise provided by the terms of this Agreement, including but not limited to the following rights:

A. The executive management and administrative control of the Township properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

B. To make rules of procedure and conduct, to use approved methods and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required.

C. To hire, to promote or to retain all employees; plus, the Township through its Chief of Police may assign or transfer the employees.

D. To suspend, demote, or take any other appropriate disciplinary actions with just cause for those employees who have successfully completed any probationary period, subject to the employee's substantive rights, due process rights, and rights to grieve, appeal, and/or take the appropriate appeal pursuant to this Agreement, the Laws and Constitutions of New Jersey and the United States.

F. This entire Management Rights clause is subject to the limitations of law, and specifically, but not limited to N.J.S.A. 34:13A-1, the New Jersey Employer-Employee Relations Act, which includes that "any changes or modifications in terms and conditions of employment are made only through negotiation with a majority representative."

G. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights and prerogatives, except for any and all terms and conditions of employment which are mandatorily negotiable, or as set forth anywhere in this Agreement or in the laws and Constitutions of New Jersey and the United States.

**ARTICLE XXIX**  
**SHIFT SWAPPING**

Employees may request to switch or swap shift assignments with another employee. However, all such switches of shifts and assignments shall occur with the approval of the Chief or his designee or shift commander, which approval shall not be unreasonably withheld.

**ARTICLE XXX**  
**SCHEDULING**

See attached side-bar agreement implementing Modified Pitman schedule for Patrol Officers.

**ARTICLE XXXI**  
**PAY METHOD**

The Township shall pay PBA unit members as follows:

- A. Every other Friday; and
- B. Pay the entire base pensionable remuneration, including salary, longevity (if applicable), college, detective stipend, in the calendar year in 26 bi-weekly equal payments. For example, if base salary is \$76,630.00, education incentive of \$250.00, a 3% longevity of \$2,298.90, a \$500.00 detective stipend, for a total of \$79,679.00, the employee shall receive \$3,064.58 in 26 equal bi-weekly payments to be paid within the calendar year. The Township will base its payroll system on 80 hours bi-weekly. The reference to 80 hours bi-weekly in this Agreement is without prejudice to either the PBA or the Township as to existing shift schedules, work practices, hours actually to be worked, and this reference is not to be deemed part of the PBA contract.

1. If there are 27 pay periods based on bi-weekly pay system within a calendar year, then the above 26 bi-weekly (80 hours) payments shall be changed to 27 bi-weekly equal payments in that calendar year. If there will be a calendar year with 27 bi-weekly equal payments, then the Township shall notify in writing the PBA, on or before October 1 of the preceding year.

**ARTICLE XXXII**  
**DURATION**


- A. The term of this Agreement shall be from January 1, 2018 through December 31, 2020.

**ARTICLE XXXIII**  
**SCOPE OF AGREEMENT**

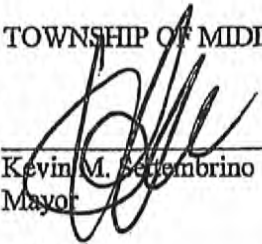
This Agreement represents the issues which the parties have negotiated. Any other disputes concerning the terms and conditions of employment which arise during the term of this agreement, the application of policy, regulations and the terms of this Agreement shall be subject to binding arbitration as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

IN WITNESS WHEREOF, the parties have, by their duly authorized representative set their hands and seals on the date set forth to each of their signatures in the year 2018.

ATTEST:

  
Anthony P. Mercantante  
Township Administrator


TOWNSHIP OF MIDDLETOWN

  
Kevin M. Scembrino  
Mayor

Dated:

Dated:


ATTEST:

  
Heidi R. Brunt, Township Clerk

Dated

11/19/2018

ATTEST:

  
Anthony Dellatacoma,  
PBA Delegate

TOWNSHIP OF MIDDLETOWN  
PBA LOCAL 124

  
Adam Colfer,  
PBA President

Dated:

11/08/18

Dated:

11/8/18

## PBA 124

## SCHEDULE A

Step	2017	1/1/2018	4/1/2018	1/1/2019	1/1/2020
0	\$ 40,105	\$ 40,105	\$ 40,707	\$ 41,317	\$ 41,730
1	\$ 48,612	\$ 48,612	\$ 49,341	\$ 50,081	\$ 50,582
2	\$ 52,200	\$ 52,200	\$ 52,983	\$ 53,778	\$ 54,316
3	\$ 57,100	\$ 57,100	\$ 57,957	\$ 58,826	\$ 59,414
4	\$ 63,200	\$ 63,200	\$ 64,148	\$ 65,110	\$ 65,761
5	\$ 68,400	\$ 68,400	\$ 69,426	\$ 70,467	\$ 71,172
6	\$ 73,750	\$ 73,750	\$ 74,856	\$ 75,979	\$ 76,739
7	\$ 79,250	\$ 79,250	\$ 80,439	\$ 81,645	\$ 82,462
8	\$ 85,000	\$ 85,000	\$ 86,275	\$ 87,569	\$ 88,445
9	\$ 92,000	\$ 92,000	\$ 93,380	\$ 94,781	\$ 95,729
10	\$ 99,000	\$ 99,000	\$ 100,485	\$ 101,992	\$ 103,012
11	\$ 108,161	\$ 108,161	\$ 109,783	\$ 111,430	\$ 112,544
12	\$ 116,125	\$ 116,125	\$ 117,867	\$ 119,635	\$ 120,831
13	\$ 121,950	\$ 121,950	\$ 125,304	\$ 128,436	\$ 131,326

## SIDE BAR AGREEMENT

This Agreement is made by and between the Township of Middletown (herein the "Town") and PBA Local 124 (herein the "PBA").

WHEREAS, the Town and PBA are parties to a collective negotiations agreement ("CNA") with a term of January 1, 2011 through December 31, 2014; and

WHEREAS, the Memorandum of Agreement between the PBA and the Township which set forth the new terms and conditions of employment for the CNA requires the party to memorialize the "modified Pitman" work schedule in a side bar agreement;

WHEREAS, the Town and the PBA have met to discuss implementation of the "modified Pitman" work schedule and have memorialized those terms in this side-bar agreement;

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

1. Officers not assigned to patrol shall work their current schedule.
2. The schedule for patrol officers is as follows:
  - a. The workday shall consist of 10.5 hours on-duty with a rotation of 2 consecutive days on duty followed by 2 consecutive days off duty, 3 consecutive days on duty followed by 2 consecutive days off duty, and 2 consecutive days on duty followed by 3 consecutive days off duty. There shall be 3 shifts with the hours being: 0700-1730 (Days); 1500-0130 (Afternoons); and 2230 to 0900 (Midnights). To staff these shifts, there shall be 2 Platoons of 3 squads each.
  - b. Bidding for shifts shall take place once per calendar year in October for the upcoming calendar year. Each member shall select the shift of his choice for the calendar year. The bidding for shifts shall be on a seniority basis. However, when an officer voluntarily transfers back to Patrol from a non-patrol assignment, he shall be placed in a platoon and shift at

the Chief's discretion. If an officer is involuntarily returned to Patrol, he shall be allowed to bump the least senior officer assigned to Patrol, at his option.

6. Officers hired on or after January 1, 2012, shall, upon completion of Field Training, be rotated for six (6) months through all three (3) shifts at management's discretion. This shall continue for two (2) years at which time the new officer shall be eligible to bid in the upcoming selection process. There shall not be more than two (2) new officers on any given shift. This paragraph may be waived by written agreement of the PBA and the Township.

3. All officers on the modified Pitman schedule shall be required to give the Township two (2) training days per year with no extra pay to be used for firearms qualifying in the spring and fall and related training at the range.

4. The modified Pitman schedule shall be implemented not later than the January 2, 2012. It shall continue on an 18-month trial basis. After the 18-month period expires, either the PBA or the Township may seek to revert back to the schedule that was in effect prior to the implementation of the modified Pitman schedule. The party seeking to revert back must prove that it has justification to do so and that the justification is caused by the schedule. Justification may include but is not limited to increased overtime and/or sick time. Arbitrator James Mastriani is designated as Arbitrator to decide reversion justification. If Arbitrator Mastriani is unable to hear the case, then a mutually agreed upon Arbitrator shall be selected, and if that fails, an Arbitrator shall be selected through the offices of the American Arbitration Association or PERC. The modified Pitman schedule shall remain in effect during the pendency of the arbitration process.

5. All contractual leave time for officers on the modified "Pitman" schedule is to be converted to hours based on an 8 hour day except that Personal days shall be converted to 42 hours annually and bereavement time shall be based on a 10.5 hour day (day-for-day). Personal and vacation time can be taken in full or 1/2 day increments.

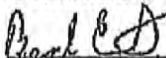



6. Except as provided herein and under emergency circumstances, officers may not work more than 16.5 hours in a 24-hour period. The 24-hour period commences at the start of the officer's regular shift. An officer may work more than 16.5 hours in a 24-hour period on the last day of his tour.


7. The current overtime procedures shall be maintained. Those procedures require that overtime first be offered to the outgoing shift for the on-coming shift. If not filled, the next on-coming shift shall be offered the overtime. If not filled, the seniority overtime list will be used. Overtime shall be assigned in 5 1/2 hour blocks (or 6 hour blocks for the gap between the 0700 to 1730 and 2230 0900 shifts) to officers not on their regular day off; except that an officer can work more than 5 1/2 or 6 hours of overtime, whichever is applicable, if it is the last day of his tour.

8. Sick time shall not be counted towards overtime during two consecutive scheduled tours. For example, on an officer's three-day tour and two-day tour, he is scheduled to work 52.5 hours. If he takes a sick day, he will not be eligible for overtime until he actually works 52.5 hours in that cycle. This formula shall apply to all of the workday cycles of the modified Pitman schedule.

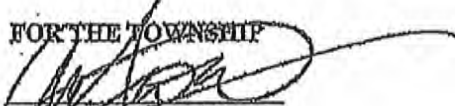
FOR PBA LOCAL 124

  
Bernard Chanoweth,  
President  
Date: 4/4/12

  
Cliff O'Hara,  
State Delegate  
Date: APR 4, 2012

  
Albert Scott,  
Vice President  
Date: APR 4, 2012

FOR THE TOWNSHIP

  
Anthony P. Fiore, Mayor

Date:

**RESOLUTION NO. 18-177**

**TOWNSHIP OF MIDDLETOWN  
COUNTY OF MONMOUTH**

**Resolution Ratifying Memorandum Of  
Agreement ("MOA") With PBA Local 124**

**WHEREAS**, the Township of Middletown ("the Township") and PBA Local 124 ("the Union") were parties to a Collective Bargaining Agreement ("CBA") covering the period of January 1, 2015 through December 31, 2017; and

**WHEREAS**, the Township and the Union have been engaged in good faith negotiations for the purpose of reaching terms and conditions for a successor CBA; and

**WHEREAS**, the Township's and the Union's negotiating teams have recommended ratification of an MOA establishing new CBA terms and conditions covering the period of January 1, 2018 through December 31, 2020, and the Union having already ratified the same.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Middletown in the County of Monmouth, State of New Jersey that the MOA amending and supplementing the CBA with PBA Local 124 for the period of January 1, 2018 through December 31, 2020 is hereby ratified by the Township pursuant to the terms and conditions of the MOA annexed hereto and made part hereof.

**BE IT FURTHER RESOLVED** by the Township Committee of the Township of Middletown in the County of Monmouth, State of New Jersey that the Mayor and Township Clerk are hereby authorized and directed to execute the ratified MOA annexed hereto and made part hereof on behalf of the Township along with revisions to the CBA reflecting the same.

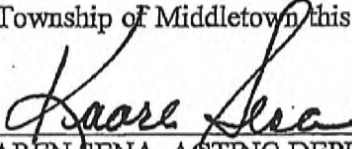
**MIDDLETOWN TOWNSHIP COMMITTEE**

Committee Member	Approved	Opposed	Abstain	Absent
Mayor Murray				X
A. Fiore	X			
R. Hibell	X			
A. Perry	X			
K. Settembrino	X			

CERTIFICATION

I, Kaaren Sena, Acting Deputy Township Clerk of the Township of Middletown, hereby certify the foregoing to be a true copy of a resolution adopted by the Middletown Township Committee at their meeting held June 18, 2018.

WITNESS, my hand and the seal of the Township of Middletown this 18th day of June, 2018.

  
\_\_\_\_\_  
KAAREN SENA, ACTING DEPUTY CLERK