

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1973, by and BETWEEN:

MIDDLETOWN TOWNSHIP, a Municipal Corporation of the State of New Jersey

with its principal office located at: Kings Highway, Middletown Township, Monmouth County, New Jersey,

Hereinafter referred to as "Township"

AND:

THE OFFICERS AND MEN OF THE POLICE DEPARTMENT OF THE TOWNSHIP OF MIDDLETOWN

with offices located at: Kings Highway, Middletown Township, Monmouth County, New Jersey,

Hereinafter referred to as "Police Officers".

W I T N E S S E T H:

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

WHEREAS, both parties have agreed on a schedule of compensation and benefits to cover the calendar years 1974 and 1975, and wish to set forth said agreement in writing at this time, to become effective at the times set forth below.

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

1. The compensation for the calendar years 1974 and 1975 for the Police Department shall be as follows:

1974

Patrolman in First Year of Service	\$ 8,500.00 per year
Patrolman in Second Year of Service	\$ 9,900.00 per year
Patrolman in Third Year of Service	\$11,300.00 per year
Patrolman in Fourth Year of Service	\$12,750.00 per year

1975

Patrolman in First Year of Service	\$ 9,000.00 per year
Patrolman in Second Year of Service	\$10,600.00 per year
Patrolman in Third Year of Service	\$12,200.00 per year
Patrolman in Fourth Year of Service	\$14,000.00 per year

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1974

Sergeant (one step only)	\$13,950.00 per year
Lieutenant (one step only)	\$15,200.00 per year
Captain (one step only)	\$16,550.00 per year

1975

Sergeant (one step only)	\$15,200.00 per year
Lieutenant (one step only)	\$16,550.00 per year
Captain (one step only)	\$17,900.00 per year

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

1974 and 1975

\$250.00 for completion of five (5) years of service  
\$400.00 for completion of ten (10) years of service  
\$650.00 for completion of fifteen (15) years of service

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

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

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

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

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

extent that such duty constitutes a part of the regularly scheduled tour of duty of a particular Police Officer. The above mentioned "time and one half pay" shall apply only to Patrolman and Sergeants not attached to the Detective Division. All Detectives (regardless of rank) shall be paid "differential pay" at the rate of \$500.00 per annum. Time spent in response to out of State subpoenas, will be compensated at regular pay rates only, if approved by the Officer in charge. Detectives and all Lieutenants shall be paid time and one half pay for all hours worked, outside of normal duty hours, during conditions of riot or civil disaster as defined herein, when such hours of work are ordered by the Chief of Police.

"Riot" is hereby defined as:

"In criminal law. A tumultuous disturbance of the peace by three persons or more, assembling together of their own authority, with an intent mutually to assist each other against any who shall oppose them, in the execution of some enterprise of a private nature, and afterwards actually executing the same in a violent and turbulent manner, to the terror of the people, whether the act intended were of itself lawful or unlawful."

"Civil Disaster" is hereby defined as:

"Any incident occurring within the Township which is officially declared to be a civil disaster by the Middletown Township Mayor and/or Middletown Township Director of Civil Defense."

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

A. Twenty (20) per cent of each day accumulated at each officers current daily rate, if separation occurs prior to normal retirement under honorable conditions or separation occurs for medical disability prior to the time for normal retirement.

B. Thirty-three and one third (33 1/3) percent of each day accumulated at each officers current daily rate upon or after normal retirement age or for medical disability, if the same occurs after normal retirement date.

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

6. Each Police Officer may accumulate vacation days from year to year not to exceed a cumulative total of thirty (30) days. In any one year, no officer shall take more than the normal number of vacation days to which he is entitled for the current year, without the approval of the Chief of Police.

Each Police Officer shall be entitled to the number of days vacation per year as indicated by the following schedule:

- |   |  |
|---|--|
| A. Through the fifth complete year of service                       | 12 days per yr.  |
| B. From the sixth through the tenth complete year of service        | 15 days per yr.  |
| C. From the eleventh through the twentieth complete year of service | 20 days per yr.  |
| D. Over twenty years of service                                     | 20 days, plus one day for each year of service over 20 years |

7. The above pay schedules shall become effective on January first of each year; providing however, if the Township Committee has not passed an ordinance authorizing payment at the new rate by January first, such ordinance, when passed, shall specify that the increased rates of compensation shall be retroactive to January first of each year.

8. In the event of a uniform change ordered by the Department or the Township Committee, which results in the expenditure of an amount in excess of \$100.00 per officer, the Township shall pay all amounts in excess of said \$100.00 per officer.

9. Each Police Officer shall be entitled to a clothing allowance to be paid to each officer by the Township in the amount of \$400.00 per year.

10. Each Police Officer shall receive from the Township full reimbursement of expenses for college tuition and required books for college courses; provided however, that no college course which has not been approved for such reimbursement by the Township Administrator prior to the officer's enrollment, shall be included in this paragraph.

11. Whenever the Department or the Township is requested to furnish men for extra work assignments, these assignments shall be offered to the Regular Police Officers before being offered to Special Officers, and only those assignments not chosen by Regular Officers shall be offered to Special Officers.

12. In the event a Police Officer is entitled to receive compensatory time off as a result of having worked overtime hours under Department rules and regulations, said compensatory time shall be at the rate of time and one half.

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

14. The Township Committee shall take all necessary action to effectuate this agreement, including appropriation in the budgets for 1974 and 1975 of sufficient funds to cover the compensation stated herein, and enacting or amending any ordinances which may be necessary to appropriate or authorize the payment of the said compensation. The Township Committee shall adopt a resolution authorizing the execution of this agreement by the proper municipal officials, and this agreement shall thereupon be so executed by them on behalf of the Township. This agreement shall be executed on behalf of the Police Officers by the President and Secretary of the Middletown Township Patrolman's Benevolent Association, Local No. 124. Upon execution by both parties, this agreement shall become binding upon both parties immediately, to the extent permitted by law.

15. The parties stipulate that, in the event wage controls are promulgated by the Federal Government which would necessitate changes in this agreement, then and in that event, this agreement shall be amended to comply therewith.

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

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

THE TOWNSHIP COMMITTEE OF MIDDLETOWN  
TOWNSHIP.

By: \_\_\_\_\_  
Thomas J. Lynch, Mayor

\_\_\_\_\_  
Frank H. Briggs

\_\_\_\_\_  
Peter J. Carton

\_\_\_\_\_  
William E. Schell

ATTEST:

\_\_\_\_\_  
Wilford L. Wisner

\_\_\_\_\_  
Thomas J. Magin, Twsp. Clerk

MIDDLETOWN TOWNSHIP P.B.A. LOCAL #124

ATTEST:

By: \_\_\_\_\_  
Irvin B. Beaver, Jr., President

\_\_\_\_\_  
William Fowlie, Secretary

Copy  
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A G R E E M E N T

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

WITNESSETH:

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

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

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

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

1972	Patrolman in First Year of Service	\$7,520.00 per year
	Patrolman in Second Year of Service	\$8,390.00 per year
	Patrolman in Third Year of Service	\$9,160.00 per year
	Patrolman in Fourth Year of Service	\$9,930.00 per year
	Patrolman in Fifth Year of Service	
	and above	\$10,700.00 per year
1973	Patrolman in First Year of Service	\$8,000.00 per year
	Patrolman in Second Year of Service	\$8,875.00 per year
	Patrolman in Third Year of Service	\$9,750.00 per year

WELL, CROWELL  
& OTTEN  
COUNSELLORS AT LAW  
MECHANIC STREET  
MIDDLETOWN, NEW JERSEY  
07041

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

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

1972 and 1973

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

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

- A. Required attendance at any court in the State of New Jersey, except that time which shall constitute a part of the Officers regular tour hours.
- B. Required attendance at local traffic court only when a case which was scheduled on a regular working day has been postponed to off-duty hours.
- C. Hours worked beyond regular shift, and approved by Superior Officer in charge (extra tours by volunteers are paid at regular, straight time.
- D. Emergency, riots, floods and other such unusual events where Police Officers are called to duty by the Chief of Police or Officer in charge in his absence, except to the extent

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

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

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

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

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

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

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

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



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

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

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

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

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

THE TOWNSHIP COMMITTEE OF THE TOWNSHIP  
OF MIDDLETOWN

By: \_\_\_\_\_  
Harold Foulks, Mayor

\_\_\_\_\_  
Edward Makely

\_\_\_\_\_  
Joseph Malavet

\_\_\_\_\_  
William Johnson, Jr.

\_\_\_\_\_  
Thomas Lynch

MIDDLETOWN TOWNSHIP P.B.A. LOCAL # 124

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

HOWELL, CROWELL  
& OTTEN  
COUNSELLORS AT LAW  
14 MECHANIC STREET  
RED BANK, NEW JERSEY  
07701