

**AGREEMENT**

**BETWEEN THE  
TOWNSHIP OF MIDDLE**

**AND THE**

**PBA LOCAL 59**

**SUPERIOR OFFICERS**

**OF THE**

**MIDDLE TOWNSHIP**

**POLICE DEPARTMENT**

**JANUARY 1, 2022 THROUGH DECEMBER 31, 2025**

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PREAMBLE

This Agreement, dated this 1<sup>st</sup> day of January 202~~1~~<sup>2</sup> by and between the Township of Middle, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the Policeman's Benevolent Association. Local number 59, MTPD Superior Officers, as the recognized bargaining agent for the Middle Township Police Department.

ARTICLE I  
PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and the understanding between the "Township" and the Employees; to prescribe the rights and duties of the Township and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the Township of Middle and its employees and the Township.

ARTICLE II  
INTERPRETATION AND RECOGNITION

- A. It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, the Ordinances of the Township of Middle, and the Rules and Regulations of the Police Department.
- B. The Township recognizes the Policemen's Benevolent Association Local number 59, MTPD Superior Officers, as the exclusive negotiating agent and representative for all Middle Township Police Department Lieutenants, and Captains, excluding the Chief of Police, employed at the time of the signing of the contract. The Township agrees that the Association has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, and procedures for adjustment of disputes and grievances, and all other related matters.

### ARTICLE III

#### CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Townships Charter, Code, Ordinances and/or Personnel Policy, as well as the Standard Operating Procedures of the Police Department, so long as the Township gives the PBA ten (10) days' notice prior to the implementation of any change, absent circumstances warranting otherwise or per State mandate. The parties agree to negotiate any negotiable terms.

### ARTICLE IV

#### NON-DISCRIMINATION

The Township is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law against discrimination (LAD). Under no circumstances will the Township of Middle discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States armed forces, and or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer the Chief of Police or the Township Administrator, or Personnel Officer.

### ARTICLE V

#### FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as provided by law.

#### ARTICLE VI ASSOCIATION NOTIFICATION

- A. Proposed new rules governing working conditions or modifications of existing rule covering working conditions shall be negotiated with the majority representative before they are established.
- B. All employees covered herein shall receive a copy of all general orders and police regulations issued by the Chief of Police or his/her representative. The employee shall sign employee's receipt of these documents.

#### ARTICLE VII WORK WEEK

The workweek for officers designated as Administrators, Lieutenants and or Captains shall average (40) forty hours over a five-day work week or (2080) hours per year. Employees agree that they are "exempt" employees for purposes of the Fair Labor Standards Act. This work schedule shall be set at the discretion of the Chief of Police.

#### ARTICLE VIII EMPLOYEE REPRESENTATION

The PBA must notify the Township as to the names of stewards and accredited representatives. No more than (1) one steward and alternate is to be designated. Representatives of the PBA who are not employees of the Township will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing PBA representation matters without notifying the head of the department.

#### ARTICLE IX PERSONAL TIME

All officers shall be entitled to twenty four (24) hours of personal leave. Personal leave may be carried forward for one year. Personal leave may be taken at any given time provided the officer gives twenty four (24) hours' notice prior to his/her scheduled shift to the Chief of Police or his/her designee, except in the case of an emergency. In the event of extenuating circumstances the twenty four (24) hour notice requirement may be waived. In the event of a bonafide emergency, every effort shall be made to permit the use of personal leave.

ARTICLE X

SICK LEAVE CASH-IN POLICY AT RETIREMENT

Upon retirement, employees shall be paid (100%) of accrued sick leave, up to a maximum of \$12,000.00. The Township may determine based upon the availability of funds to make payment to the retiring employee in the first pay period of the following fiscal year. It is understood that all other sick leave accumulated by the employee will be surrendered without consideration.

SICK LEAVE CASH-IN POLICY AT DISABILITY RETIREMENT

Should a superior officer need to leave employment with the Township due to a disability retirement (ordinary or accidental) as defined by the Police and Fireman's Retirement System, the employee will be permitted to cash-in up to two hundred forty (240) hours of accumulated sick time at fifty (50 %) percent of the superior officer's annual wage. The Township agrees to make every reasonable attempt to pay the superior officer as close to the superior officer's declared retirement date as fiscally possible.

ARTICLE XI

SICK LEAVE

- A. Sick leave shall be limited to One Hundred Twenty (120) hours per year and shall be cumulative for purposes of terminal leave.
- B. If an officer has a minimum of three (3) years and suffers a major illness or injury, he/she may be eligible for up to one (1) years sick leave with pay. However, the Township reserves the right to review the nature of the illness or injury for purposes of coming within this Article.
- C. An officer injured in the line of duty shall be eligible for one (1) year with pay and such time shall not be deducted from sick leave. The Director of Public Safety and the Police Chief shall have the authority to investigate any pattern of chronic illness which comes to their attention.
- D. Minor injury. In the event an officer sustains a minor injury while on duty (an injury not requiring medical attention), such injury must be reported in writing within twenty four (24) hours.
- E. Sick Leave Cash In Policy:

Removed from Contract effective 01/01/2022. Officers not eligible for yearly Sick Leave Cash In.

ARTICLE XII

HEALTH INSURANCE

- A. The Township shall offer medical and prescription health insurance benefits coverage to employees and their dependents through the State Health Benefits plan, including but not

- limited to the New Jersey Direct 2030 Plan.
- B. The parties agree that should the Township seek to change health insurance carriers, the Township will negotiate pursuant to the interest arbitration rules under the Public Employment Relations Commission, the economic impact of said change. The parties further agree the Township will not implement any changes while the parties are in the negotiation process. Parties agree to meet three (3) times within forty-five (45) days of service of the notice of the reopener.
1. All active employees shall have deducted (pre-tax) via payroll deduction under the Federal Section 125 Plan any amount paid to the Township for their health insurance contribution pursuant to P.L. 2011, Ch. 78.
- C. The Township shall provide zero dollar (\$0) deductible dental plan for the employee and the employee's family.
- D. The Township shall supply to all employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty of the defense of settlement claims for personal injury, false arrests, death or property damage arising out of or in the course of their employment, and the Township shall pay and satisfy all judgments against said employees from said claim.
- E. The Township agrees that, upon retirement after twenty-five (25) years of eligible pension credit **and with fifteen (15) years of service with the Township**, or at age fifty-five (55) **with fifteen (15) years of service with the Township**, or if disabled in the performance of duties, the employee/retiree shall be provided with the health care benefits in accordance with State law and the provisions set forth in this Article.
2. In the event that it should become legal to do so, the Township will provide the health care benefits specified in Paragraphs A, B, **and F** of this Article after retirement following twenty (20) years of pension credit.
- F. If an officer is killed in the line of duty the Township shall continue to pay insurance coverage as provided hereunder for the officer's spouse until her death or remarriage, whichever comes first, and for the officer's children until each reaches his or her twenty-sixth (26<sup>th</sup>) birthday.
- G. The Township may change the Health Benefits carrier where equivalent and/or superior benefits would result from such a change, including but not limited to, any effects which may result in affects to any pension consideration as now allowed by law under the New Jersey State Health

Benefits, but only after consultation with PBA.

#### H. BENEFITS AFTER RETIREMENT

Effective 01/01/2022, officers eligible to retire under item E above, who are eligible for health insurance under the Township, shall contribute five (5) percent of their pension towards the cost of post-retirement health insurance in lieu of their Chapter 78 contribution towards insurance.

If a retired employee has or takes a job with an employer who provides health benefits, or who is otherwise eligible to receive health insurance coverage through their employment, the retiree (and spouses and dependents) shall be required to accept coverage for health insurance through their current employer and shall cease to be covered by the Township of Middle.

- I. If a retiree loses coverage through post-retirement employment, then the retiree must notify HR immediately to regain coverage (no later than 90 days). Further, the retiree's level of coverage (i.e. single, husband/wife, family etc.) shall be no greater than the retiree's level of coverage at the time of retirement and the retiree is prohibited from adding additional dependents after his/her retirement except as follows. The addition of natural children by retiree and spouse currently under family plan coverage need not apply. For example, if a retiree retires with coverage for himself and his spouse and, subsequently, the spouse dies, the retiree will then only receive individual coverage, even if the retiree re-marries. In that event, the retiree shall not be permitted to add on his/her new spouse. A further example, if retiree and spouse conceive an additional child, naturally born to the couple, post-retirement, and the retiree is currently listed in a family plan, then additional coverage is authorized. Any children/dependent so covered by a retiree as dependent at the time of retirement on the current plan shall be authorized to return to coverage, as applicable (age requirements apply). No increase in the level of coverage is permitted.
- J. When a member becomes eligible for Medicare / Medicaid the Township's health plan, or Medicare supplement policy, shall remain in effect as the secondary provider. Any employee/retiree and their spouse/dependents who are eligible for health benefits upon retirement will also be refunded the Medicare Part B coverage on an annual basis, minus 5% of pension or the chapter 78 percentage of the premium, whichever is less.
- K. The retiree shall be required to sign a certification setting forth that he/she is not eligible to participate in or has available to him/her an alternative health benefits program through a current employer. Failure to disclose the availability of alternative health benefits will result in disqualification of future coverage under the Township.



ARTICLE XIII

UNIFORMS

- A. Uniforms, including short sleeve shirts and shoes which are no longer usable shall be turned into the Chief of Police or his/her designee. Upon determination that the uniforms and shoes can no longer be utilized, the officer will be provided with a replacement by the Department. All equipment and clothing shall be uniform.
- B. Rain gear, badges, ammunition, lightweight spring jackets and accident paraphernalia shall be included with the uniform and replaced in the same manner.
- C. Uniforms will be ordered in the following manner: Summer uniforms are to be ordered on or by January 15th with delivery date on or before May 1<sup>st</sup> of that year. Winter uniforms are to be ordered on or by June 15th with delivery on or before September 30th of that year. New Employees will receive a full uniform allotment after hiring. Each officer will have a complement of the following uniform:

Item	Quantity
Jacket - Winter	1
Jacket - Spring	1
Shirts - Winter and Summer	3/3
Pants - Winter and Summer	4 pairs or (3/3 summer & winter)
Hats - Winter and Summer	2

ARTICLE XIV

#### TIME OFF

Bereavement Leave: Each employee shall be entitled to (40) hours bereavement leave in the event of the death of spouse, child, stepchild, mother, father, brother or sister. Each employee shall be entitled to twenty four (24) hours bereavement leave in the event of the death of stepmother, stepfather, grandmother, grandfather, mother in law, brother in law or sister in law. Any officer attending a funeral outside of the State of New Jersey who requires additional time off may utilize sick leave thereafter. Officer shall be granted time off without loss of pay on the day of the birth of his/her child, as well as the day on which said child leaves a hospital or birthing center for home.

ARTICLE XV  
GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any Officer having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the PBA.
3. Any grievance may be raised by any officer of the PBA.
4. DEFINITION: A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by any employee as to any action or non-action taken towards the officer which violates any right arising out of his/her employment. The Township shall not discipline any employee without just cause.

B. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived, in writing by mutual consent.

Step One:

- (a) An aggrieved officer shall institute action under the provisions hereof by submitting his/her grievance in writing within twenty (20) calendar days from the date he/she knew or should have known of the occurrence to the shop steward or alternate, who in turn shall forthwith file one (1) copy with the Township Clerk and one (1) copy with the Chief of Police. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved officer and his/her immediate supervisor or the Chief of Police for the purpose of resolving the matter informally. Failure to file this grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the officer from any right to proceed further with the grievance.

Step Two:

- (a) In the event of a satisfactory settlement has not been reached with the Chief of Police, the officer or the PBA may appeal his/her grievance to the Director of Public Safety within five (5) working days following receipt by the officer of the written determination of the Chief. Such appeal shall be in writing signed by the aggrieved officer or the PBA and delivered to the Director.
- (b) The Director of Public Safety shall render a written decision within ten (10) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Three:

In the event that the grievance has not been resolved at Step Two, the PBA or its authorized representative may within (5) five days following the PBA meeting next subsequent to receipt by him/her of the determination of the Director of Public Safety, but in no event later than thirty (30) days, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event the PBA shall elect to submit the grievance for binding arbitration, the following provisions shall apply.

- (a) An arbitrator shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission.
- (b) The arbitrator shall be bound by the parameters of the grievance determination state above.
- (c) The decision of the arbitrator shall be final and binding upon the parties.
- (d) The costs of the services of the arbitrator shall be borne equally by the Township and the PBA. The arbitrator shall set forth the finding of fact and reason for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the Township and the PBA shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder.

Any steward or officers of the PBA required in the grievance procedure to settle disputes or any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

C. Extension and Modifications:

Time extensions must be mutually agreed to by the Township and the Employees. The time limits shall be tolled as to grievances which accrued prior to the day of the execution of this Agreement.

ARTICLE XVI  
PROMOTIONAL STANDARDS

- A. The Township shall cause Civil Service qualifying examinations to be conducted for the ranks of Lieutenant, and Captain. Personnel in the rank of Lieutenant or Captain shall be required to have been in their respective rank for a period of at least one year prior to taking the examination for the next higher rank.
- B. The Township agrees to fill by promotion in accordance with Civil Service Rules and Regulations, from the qualified employees in the contractual unit, all officer positions and excluding Chief and Deputy Chief set forth in the Table of Organization for the Department of Police for Middle Township in effect at the time of the execution of this Agreement.

Article XVII  
VACATION

- A. Administration: (8) hour work day schedule
1. Annual vacation leave with pay shall be as follows

1 <sup>st</sup> year	96 hours
2 <sup>nd</sup> - 5 <sup>th</sup> year	112 hours
7 <sup>th</sup> - 10 <sup>th</sup> year	136 hours
11 <sup>th</sup> - 15 <sup>th</sup> year	160 hours
16 <sup>th</sup> - 20 <sup>th</sup> year	200 hours
21 <sup>st</sup> - and thereafter	240 hours
- B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Chief of Police or his/her designee unless the Chief of Police or his/her designee determines that it cannot be taken because of pressure work. Any unused vacation may be carried forward into the next succeeding year only. Vacation allowance may be utilized at any time during the calendar year with prior approval, including summer.

ARTICLE XVIII  
BULLETIN BOARDS

- A. The Township shall permit the use of Bulletin Boards, located in the Police Headquarters, by the local for the posting of notices concerning PBA local no. 59 business activities.
- B. All such notices shall be signed by the President or by other authorized officials of the Local.

ARTICLE XIX  
MISCELLANEOUS PROVISION

A. School:

All members shall be compensated for attending school, sanctioned by the Police Chief, at their regular straight time rate of pay. Opportunities to attend school shall be posted when reasonable, and employees shall be chosen by ability and seniority. Employees attending school, in addition to all other compensation, shall be compensated for meals and lodging at present amounts. Schools must first be approved by the Chief of Police.

B. The Township agrees to keep an up to date law library of the New Jersey Statutes as they relate to police activities,

C. If the personal belongings of an officer are damaged in the line of duty, the Township will repair, at the Township's sole option. Replace same provided that said personal belongings were not damaged because of the negligence of the officer and provided further that it is reasonable that the said personal belonging should have been present at the scene of the damage

D. Retention of Independent Counsel

In the event that any officer requires independent representation as a result of the filing of any criminal, disorderly persons, or motor vehicle charge against said officer during the course of the performance of his/her duties, the following rules shall apply.

1. The officer may select the attorney of his/her choice but must notify the Chief of Police
2. The selected attorney shall execute a written Professional Services Contract with the Township, subject to the approval of the Township Committee.
3. The selected attorney shall consent to accept the hourly rate paid by the Township to its other attorneys, at the current rate the Township is paying.

E. The Township shall provide insurance coverage on employees in their personal vehicles when said vehicles are used in the scope of employment. No said vehicle shall be used for any patrol duties. If the employee agrees to use his own vehicle for transportation to and from Police Training Schools, the Township shall compensate an employee for the use of his personal vehicle at the IRS rate per mile.

ARTICLE XX  
Wages

- A. January 1, 2022 affected Captains and Lieutenants shall receive a three (3) percent salary increase
- B. January 1, 2023 affected Captains and Lieutenants shall receive a two and one half (2.5) percent salary increase.
- C. January 1, 2024 affected Captains and Lieutenants shall receive a two and one half (2.5) percent salary increase.
- D. January 1, 2025 affected Captains and Lieutenants shall receive a two (2) percent salary increase.

Lieutenant	January 1, 2022	\$ 134,712.67
	January 1, 2023	\$ 138,080.49
	January 1, 2024	\$ 141,532.50
	January 1, 2025	\$144,363.15
Captain	January 1, 2022	\$ 147,903.88
	January 1, 2023	\$ 151,601.48
	January 1, 2024	\$ 155,391.51
	January 1, 2025	\$158,499.34

ARTICLE XXI  
COLLEGE CREDITS

- A. The Township shall pay for college credits in police related courses at the rate of \$25.00 per college credit per year. In order to obtain credit, the officer must obtain a grade of at least "C". The maximum amount of this benefit is not to exceed \$1,000.00 to any one employee in a calendar year. Upon earning an Associate's Degree, an officer shall receive \$750.00 per year.
- B. Upon earning a Bachelor's Degree, an officer shall receive \$1,000.00 per year. In disputes, the Department Director will be sole judge whether the college credits earned is Police Related.
- C. Bonafide transcripts of credits shall be submitted to the Township on a bi-yearly basis, the first week of October. Payments will be included in the employees regular pay check.

ARTICLE XXII  
MANAGEMENT RIGHTS

Except as modified herein, the Township of Middle on its own behalf and on the behalf of the electors of the Township, hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including but not limited to the right to carry out the mission of the Department in all circumstances. This clause shall not operate to waive or modify any rights which any party or employee may have under the laws of the State of New Jersey.

ARTICLE XXIII  
COMMENDATION AND HONORABLE MENTION

- A. The Township agrees that when, in its estimation, a police officer has performed an act of heroism or civic service worthy of commendation and/or honorable mention, said officer shall be granted written recognition of said commendable service, which shall be placed in his/her personnel file and shall additionally be awarded (2) two compensatory days in recognition of said service. When an officer has received an honorable mention commendation from the Township same shall be placed in writing and entered into his/her personnel file and he/she shall be awarded one (1) compensatory day in recognition of said service.
  
- B. An awards committee of not more than (3) three officers shall be elected by majority vote of the Department and shall be responsible to recommend to the Township Chief of Police or Director of Public Safety for their consideration for meritorious service by an individual or officers worthy of commendation or honorable mention.



ARTICLE XXIV  
POLICEMEN'S BILL OF RIGHTS

- A. Members of the force hold a unique status as Police Officers in that nature of their office and employment involves the exercise of a portion of police powers of the municipality.

The wide ranging powers and duties given to the Department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the force. These questions may require investigations by Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to the good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty unless inappropriate.
2. The members shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations will be provided, it is known that the member of the force is being interrogated as a witness only; he/she will be so informed at the initial contact.
3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, telephone calls and rest period as are reasonably necessary.
4. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his/her acts.

If a member of the force is under arrest or likely to be; that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court. If a member, as a result of an investigation is being charged with a violation of the rules and regulations, he/she shall be afforded an opportunity to consult with counsel or PBA representatives before any further interrogation.

- B. An employee may see his/her personnel file upon request with reasonable notice to the Chief of Police. If an employee wishes to answer or supplement any material found in his/her personnel file, he/she may do so and his/her written statement shall become part of the personnel file. The Chief of Police may disclose any officers file to any third party provided he/she, receives written permission therefore from the said officer, except if mandated by law. Officer shall be notified of release of personnel file, except in matters involving criminal investigation or lawsuit initiated by the officer.
- C. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Middle Township Police Department.

- D. Disciplinary action, with exception of verbal warnings, are to be presented with a "Disciplinary Action Form" with a copy made available to the officer. Disciplinary charges must be brought within forty five (45) days from the date of the alleged infraction or the discovery of such infraction pursuant to NJSA 40A:14-147. Failure to charge within forty five (45) days shall act as a bar to the bringing of charges. No police officer will be subjected to questioning with the use of any polygraph machines, psychological stress evaluators or similar lie detectors devised in internal investigations. In the case of a criminal investigation, a police officer will have the right to be accompanied by counsel or any other person of the police officers choosing during the entire interrogation of the member.
- C. The Township will notify the Union Steward in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the police officer is discharged or suspended.
- D. No hearing will take place without the Union Steward being first notified and the Police Officer must be given sufficient time to receive counsel, no less than five (5) days excluding weekends and holidays.
- E. The police officer will retain the right to appeal a written reprimand to the Director of Police. In all cases, a Police Officer will be allowed to respond in writing for the record.
- F. Whenever an employee has a thirty six (36) month period without disciplinary action, then all reprimands which may exist as to said employee shall be completely removed from the employee's file and the file shall be completely expunged on such reprimand issues. No record of such reprimand or reprimands as have been expunged shall thereafter exist.

ARTICLE XXV  
DEDUCTIONS FROM SALARY

- A. The Township shall withhold union dues, in an amount authorized by the PBA, from each paycheck of each PBA member who provides the Township with a written authorization. Written authorization may be provided directly from the PBA to the Township. Any employee who elects to pay the representation fee, in an amount that is 85% of typical union dues authorized by the PBA, must provide a written authorization to the Township. Employees who elect to have a representation fee deducted from their paychecks may revoke their consent for said deduction at any time by providing written notice to the Township.
- B. The PBA will provide the necessary "check off authorization" form and deliver the signed forms to the Township Treasurer. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the PBA to the Township.

ARTICLE XXVI  
TERM AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2022 and shall remain in effect up to and including December 31, 2025.

The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC).

It is agreed that the terms and conditions of this Agreement shall remain in full force and effect during negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Township of Middle, New Jersey on the

1st day of January 202<sup>2</sup>

PBA Local Number 59  
Policemen's Benevolent  
Association of New Jersey

By: 

Negotiations Committee Chairman

Township of Middle  
Cape May County  
New Jersey

By: 

Mayor

Attest: \_\_\_\_\_

Negotiations Committee Secretary

Attest: 

Township Clerk

2022 JAN 18 P 1:36

PERC