

# Memorandum of Agreement

**THIS MEMORANDUM OF AGREEMENT** is entered into by and between the Township of Franklin, Hunterdon County, New Jersey (hereafter referred to as the "Township"), P.B.A. Local No. 188, and the members of the Franklin Township Police Department bargaining unit, which currently includes Police Officer Craig Santoro, Police Officer John Oliveira, Police Officer Tim Snyder, Police Officer Kevin Bollaro, and Police Officer Dominick Zeveney (hereafter jointly referred to as "PBA Local No. 188").

**WHEREAS**, the Township and PBA Local No. 188 are parties to a Collective Negotiations Agreement with a term of January 1, 2010 through December 31, 2012 (hereafter referred to as the "2010-2012 Agreement"); and

**WHEREAS**, the Township and PBA Local No. 188 have been engaged in negotiations regarding the significant financial difficulties facing the Township and PBA Local No. 188 has acknowledged these difficulties and agreed to reopen the 2010-2012 Agreement to provide for substantial concessions; and

**WHEREAS**, the Township and PBA Local No. 188 have reached agreement on said concessions and wish to set forth in writing the terms of said amendments to the 2010-2012 Agreement by way of this Memorandum of Agreement.

**NOW, THEREFORE**, the Township and PBA Local No. 188 hereby agree as follows:

1. P.B.A. Local No. 188 agrees that the five (5) members of the Franklin Township bargaining unit will reimburse the Township a total of \$42,000 during the remainder of 2011. Each officer will be required to reimburse the Township a total of \$8,400, which will be deducted in equal installments during each remaining pay period of 2011 following execution of



this Memorandum of Agreement. Each officer will have the opportunity to enter into a mutually agreeable, separately signed agreement, establishing a different method to repay said \$8,400 obligation. Each officer will be given the option to elect to have said money deducted from their wages or benefits, elect to pay the Township directly by personal check, or elect any combination thereof. However, failure to enter into a separate agreement setting terms of repayment will result in the automatic deductions from pay in the pay period immediately following the date of execution of this Memorandum of Agreement.

2. P.B.A. Local No. 188 agrees that the Franklin Township police officers have replaced their right to be paid for overtime hours worked with compensatory time credit from the date of execution of this Memorandum of Agreement through December 31, 2011. Cash overtime pay will be replaced with compensatory time off pursuant to the terms for compensatory time set forth in Article XI of the 2010-2012 Agreement. Each hour of overtime worked that would have required payment at one and one half times the officer's regular rate of pay will be compensated at the rate of one and one half hours of compensatory time. Compensatory time earned in 2011 pursuant to this provision must be used no later than April 30, 2012 and will not be available for cash payout at any time, unless the officer is separated from employment.

3. P.B.A. Local No. 188 agrees that the 4.0% raise scheduled to be implemented on January 1, 2012 pursuant to Article X of the 2010-2012 Agreement will be delayed and not implemented until December 1, 2012.

4. P.B.A. Local No. 188 agrees that the Salary Guide set forth in Article X of the 2010-2012 Agreement will be extended through December 31, 2014, with increases of 0.0% for 2013 and 2.0% for 2014. As a result, the salary rates which will take effect following the 4.0% raise on



December 1, 2012 will remain unchanged through December 31, 2013 and will increase by 2.0% on January 1, 2014.

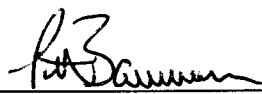
5. The Township agrees that if, during the term of this Agreement, if raises are granted to other groups of Township employees which exceed the increases granted to P.B.A. Local No. 188 under this Agreement, then the Township agrees to provide the same percentage increase to the members of P.B.A. Local No. 188.

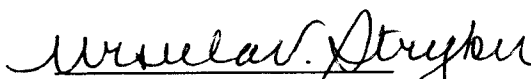
6. P.B.A. Local No. 188 agrees that, commencing on January 1, 2012, each Franklin Township police officer receiving any Township medical benefits shall reimburse the Township through payroll deductions for 10% of the cost of the Township premiums for said medical benefits. This medical benefit reimbursement requirement will be increased to 15% of the cost of premiums on January 1, 2013 and 20% of the cost of premiums on January 1, 2014.

7. This Memorandum of Agreement sets forth the mutual understanding of the Township and P.B.A. Local 188 with respect to new concessions under the 2010-2012 Agreement, and the amendment and extension of the salary and medical benefits provisions of that Agreement through December 31, 2014.

**WHEREFORE**, the Township, P.B.A. Local No. 188 and the five (5) members of the Franklin Township bargaining unit hereby confirm that the terms set forth in this Memorandum of Agreement accurately reflect their understanding and agreement concerning the issues set forth herein:

**For the Township of Franklin:**

  
\_\_\_\_\_  
Scott Bauman, Mayor

  
\_\_\_\_\_  
Ursula V. Striker, Clerk



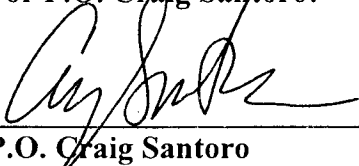
**P.B.A. Local #188**

  
\_\_\_\_\_  
**P.O. Craig Santoro**

5/16/11  
**Date:**

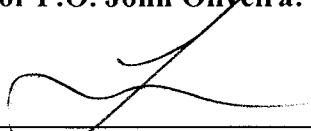
**For the PBA Local No. 188:**

**For P.O. Craig Santoro:**

  
\_\_\_\_\_  
**P.O. Craig Santoro**

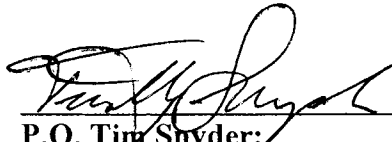
5/16/11  
**Date:**

**For P.O. John Oliveira:**

  
\_\_\_\_\_  
**P.O. John Oliveira**

5/16/11  
**Date:**

**For P.O. Tim Snyder:**

  
\_\_\_\_\_  
**P.O. Tim Snyder:**

5/17/11  
**Date:**

**For P.O. Kevin Bollaro:**

  
\_\_\_\_\_  
**P.O. Kevin Bollaro**

5/18/11  
**Date:**

**For P.O. Dominick Zeveney:**

  
\_\_\_\_\_  
**P.O. Dominick Zeveney**

5/18/11  
**Date:**



The information is based and would take effect on 06/01/2011

This 2011 medical premiums cost-Zeveney-\$21,764, Oliveria-\$21,034, Santoro-\$8,387, Snyder-\$21,034, and Bollaro-\$21,194.

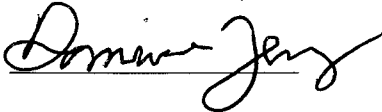
Snyder and Bollaro opting out of the medical insurance for the remainder of the year. Snyder-\$12,269.81 and Bollaro-\$12,363.12.

Zeveney, Oliveira, and Santoro would contribute to their medical insurance. The remaining balance for the medical is as follows, Zeveney-\$12,695.62, Oliveira-\$12,269.81, and \$4,892.44. Zeveney, Oliveira, and Santoro would contribute 58.17%. The breakdown is as follows, Remander of the year-Zeveney-\$7,385.04, Oliveira-\$7,137.34, Santoro-\$2,845.93.

The breakdown by the remaining 16 pay periods are Zeveney-\$461.57, Oliveira-\$446.08, Santoro-\$177.87.

Totals from the three contributing-\$17,368.31, Totals for Bollaro and Snyder are \$24,632.93. Combine total is \$42,001.24.

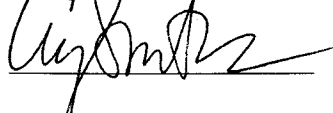
Dominick Zeveney



John Oliveira



Craig Santoro



Timothy Snyder



Kevin Bollaro

