

MEMORANDUM OF AGREEMENT

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

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

WHEREAS, the Town and PBA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Town and PBA reached impasse and the Township filed for Interest Arbitration which was docketed as PERC No. IA -2015-009 and assigned to Arbitrator Michael Pecklers; and

WHEREAS, the Town and the PBA attended multiple mediation sessions with Arbitrator Pecklers in attempt to resolve their impasse; and

WHEREAS, the Town and PBA have reached agreement as set forth below and which terms are subject to ratification by the membership of the PBA and the Town; and

WHEREAS, the negotiating committees for the Town and PBA unanimously agrees to recommend this agreement for ratification and approval;

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

1. Except as herein modified or reserved, the terms and conditions set forth in the CNA with the term January 1, 2011 through December 31, 2014 between the Town and PBA shall remain in full force and effect.

2. ARTICLE VIII, SICK LEAVE

Section 10: 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 said days for cash-in at retirement. Employees hired on or after May 1, 2015 do not receive Loyalty Days.

3. ARTICLE XV, SURGICAL AND HEALTH PLANS

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 – Maintain the \$1500 deductible for single coverage and reduce the family deductible to \$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 language with regard to this provision.

B. Lower Maximum Out-of-Pocket maximums to 7500/\$15,000.

C. Out-of-Network Allowance – The Township acknowledges that the current POS out-of-network reimbursement is at 80th percentile of Reasonable and Customary charges. That is, the plan would allow covered 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. Attached as Exhibit C is a sample "Transition of Coverage" form used by Aetna that can be adapted by the parties for this purpose.

E. All unit members hired on or after 5/1/15 shall enroll in the Township HMO and BeneCard 2 plan.

3. ARTICLE XXIII, SALARY GUIDE

See attached individual salary placement (Exhibit A) and Salary guide (Exhibit B). The new salary guide shall be implemented as of July 1, 2015 including all step movement for 2015 shall be July 1, 2015. Thereafter, step movement shall be January 1 for officers who graduated the academy or were hired as certified officers from January 1 through June 30 and on July 1 for officers who graduated the academy or were hired as certified officers from July 1 through December 31.

4. ARTICLE XXIV, LONGEVITY

A. Effective May 1, 2015, longevity shall be eliminated.

5. ARTICLE XXVII, EDUCATIONAL INCENTIVE

Maintain the status quo but cap tuition reimbursement at the average per credit cost for in-state tuition for undergrad and grad schools at the Rutgers' New Brunswick Campus tuition rates. Any officer who is matriculating towards a degree as of 1/1/15 shall be grandfathered at the rate of reimbursement for the school in which they are enrolled. Employees hired on or after May 1, 2015 shall not be eligible for tuition reimbursement.

6. ARTICLE XXXIII, DURATION

1/1/15 through 12/31/17.


7. All prior TAs shall be incorporated into the new agreement. The TAs are attached as Exhibit D.

8. All other proposals of the parties not contained herein are withdrawn.

9. This Agreement is subject to ratification by the PBA membership and the Township governing body.

10. The Township agrees to withdraw its Interest Arbitration Petition with prejudice.

FOR PBA LOCAL 124



Albert Scott,
President

Date:

4/30/2015

Anthony Dellatacoma,
State Delegate

Date:


Adam Colfer,
Vice President

Date:

FOR THE TOWNSHIP
OF MIDDLETOWN


Date: 4/30/15

Middleton DWA
Member Year End Salary Table

MIDDLETON DWA										FBA Proposal				
NAME	POSITION	CLASS	GRADE	SALARY	RANGE	STEP	L	R	S	NEW 13 Step Guide				
										NEW 13 Step Guide	% Change	NEW 13 Step Guide	% Change	
B	Doris, Scott	01/19/2015	12/31/2017	1	1	56,000.00	1	1	246.00	5	60,840.00	15.71%	60,840.00	15.71%
C	Hogler, Thomas	02/01/2015	12/31/2017	1	1	42,600.00	1	1	240.00	3	43,040.00	1.01%	43,040.00	1.01%
C	King, David	01/01/2014	12/31/2017	1	1	58,000.00	1	1	1,746.00	1	59,746.00	3.18%	59,746.00	3.18%
C	Sarason, Kent	02/01/2015	12/31/2017	1	1	56,000.00	1	1	1,746.00	1	57,746.00	3.12%	57,746.00	3.12%
C	Tommy, Jose	01/01/2015	12/31/2017	1	1	25,000.00	1	1	1,000.00	1	26,000.00	4.00%	26,000.00	4.00%
C	Robles, Nicholas	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Hawkins, Christopher	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Wilson, Andrew	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Scoutellato, Steven	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Seitlhofer, Brenda	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Truhlar, Dawn	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Waldler, John	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Oriel, Stephanie	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Lawson, Patrick	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Medwecki, William	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Wells, Eric	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Wells, Thomas	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
C	Reynolds, Michael	01/01/2015	12/31/2017	1	1	48,000.00	1	1	2,400.00	1	50,400.00	5.00%	50,400.00	5.00%
A	Pham, Adam	01/01/2015	12/31/2017	1	1	17,000.00	1	1	1,000.00	1	18,000.00	5.88%	18,000.00	5.88%
A	O'Donnell, David	01/01/2015	12/31/2017	1	1	18,000.00	1	1	1,000.00	1	19,000.00	5.56%	19,000.00	5.56%
A	MacDonald, Kelly	01/01/2015	12/31/2017	1	1	18,000.00	1	1	1,000.00	1	19,000.00	5.56%	19,000.00	5.56%
A	White, Peter	01/01/2015	12/31/2017	1	1	18,000.00	1	1	1,000.00	1	19,000.00	5.56%	19,000.00	5.56%
A	Quintero, Kelly	01/01/2015	12/31/2017	1	1	18,000.00	1	1	1,000.00	1	19,000.00	5.56%	19,000.00	5.56%
A	Dixon, Anthony	01/01/2015	12/31/2017	1	1	18,000.00	1	1	1,000.00	1	19,000.00	5.56%	19,000.00	5.56%
A	Dixon, Joseph	01/01/2015	12/31/2017	1	1	18,000.00	1	1	1,000.00	1	19,000.00	5.56%	19,000.00	5.56%
A	Wolner, Gerald	01/01/2015	12/31/2017	1	1	18,000.00	1	1	1,000.00	1	19,000.00	5.56%	19,000.00	5.56%
TOTALS										1,486,240.00	1,501,240.00	1.01%	1,501,240.00	1.01%

Increase Due to % RISK on Entry Base \$ 18,489.00 \$ 608,347.94 \$ 416,150.00
 Increase in Longevity \$ 66,000.00 \$ 1,240,000.00 \$ 1,000,000.00
Total Increase \$ 84,489.00 \$ 1,848,347.94 \$ 1,416,150.00

Exhibit B

	2015	2016	2017
0	\$ 40,105	\$ 40,105	\$ 40,105
1	\$ 48,612	\$ 48,612	\$ 48,612
2	\$ 52,200	\$ 52,200	\$ 52,200
3	\$ 57,100	\$ 57,100	\$ 57,100
4	\$ 63,200	\$ 63,200	\$ 63,200
5	\$ 68,400	\$ 68,400	\$ 68,400
6	\$ 73,750	\$ 73,750	\$ 73,750
7	\$ 79,250	\$ 79,250	\$ 79,250
8	\$ 85,000	\$ 85,000	\$ 85,000
9	\$ 92,000	\$ 92,000	\$ 92,000
10	\$ 99,000	\$ 99,000	\$ 99,000
11	\$ 108,161	\$ 108,161	\$ 108,161
12	\$ 116,125	\$ 116,125	\$ 116,125
13	\$ 121,950	\$ 121,950	\$ 121,950



Transition Coverage Request

Personal & Confidential

Exhibit C

This form does not apply to fully insured Commercial members in California
(See reversed side for Transition of Care Coverage Questions and Answers)

This is a formal request for Aetna to cover ongoing care at the preferred or the highest level of benefit from:

- An out-of-network doctor;
- A doctor whose Aexcel status has changed;
- Certain other healthcare providers from whom you have been receiving treatment.

You will receive a coverage decision by mail. If the coverage is not approved, care by the selected provider will not be covered after the plan's effective date, or the date of the provider's Aexcel status change, or after the end of the provider's contract with the Aetna network, or will be covered at the non-preferred rate or the lowest in-network rate.

MEMBER: Please complete

1. Section 1 (Employer Information)
2. Section 2 (Subscriber and Member Information--this is on the front of the ID card)
3. Section 3 (Authorization) Read the authorization, sign and date the form (if patient is age 17 or older, he or she must also sign and date this form).

THEN-- Give the form to the doctor to complete Section 4 (Doctor Information).

After your doctor fills out Section 4, fax the completed form to Aetna for review.

For Medical Requests, fax to 800-228-1318; For Mental Health/Drug/Alcohol Abuse Requests, fax to 801-256-7664.

1. Employer Information

Employer's Name (Please print)	Plan Control Number	Plan Effective Date (Required)
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2. Subscriber and Member Information

Subscriber's Name (Please print)	Subscriber's Social Security Number (or Aetna Identification Number)	
Subscriber's Address (Please print)		
Member's Name (Please print)	Birthdate (MM/DD/YYYY)	Telephone Number

3. Authorization

I request approval for coverage of ongoing care from the healthcare provider named below for treatment started before my effective date with Aetna, or before the end of the provider's contract with the Aetna network, or before the provider's Aexcel status change. If approved, I understand that the authorization for coverage of services stated below will be valid for a certain limited period of time. I give permission for the health care provider to send any needed medical information and/or records to Aetna so a decision can be made.

Patient's Signature (Required if Patient is 17 or Older)	Date (MM/DD/YYYY)
Parent's Signature (Required if Patient is 16 or Younger)	Date (MM/DD/YYYY)

4. Doctor Information - Please provide all specific information to avoid delay in the processing of this request.

Name of Treating Doctor or other healthcare provider (Please print)	Telephone Number
Address of Treating Doctor or other healthcare provider (Please print)	
Signature of Treating Doctor other healthcare provider	Date (MM/DD/YYYY)

The above named patient is currently an Aetna member as of the effective date indicated above. Although you are not or soon will not be a participating provider in the Plan network, or your Aexcel designation status has changed, the member has requested that we cover care provided by you for a specific period of time because of a condition requiring an active course of treatment (for example, pregnancy). An active course of treatment is defined as: "A program of planned services starting on the date the provider first renders a service to correct or treat the diagnosed condition and covering a defined number of services or period of treatment and includes a qualifying situation". Please include a brief statement of the member's current condition and treatment plan. For pregnancies, please indicate the estimated date of confinement (EDC). In the event this request is approved, you agree to provide the member's treatment and follow-up; to not seek payment from the member for any amount the member would not be responsible for if you were a participating provider; to share information regarding the treatment plan with Aetna; and, to use the Aetna provider network for any necessary referrals, lab work or hospitalizations.

Please list diagnosis, specific treatment, start date of treatment, and dates of current or future treatment.

Diagnosis (including ICD-9 codes)	Treatment (include related codes)	Start Date of Treatment	Dates of Current and Anticipated Treatment
1.			
2.			

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
California Residents: For your protection, California law requires notice of the following: Any person who knowingly and with intent to defraud or deceive any insurance company files a statement of claim containing any materially false, incomplete or misleading information is guilty of a crime and may be subject to fines, confinement in a state prison and substantial civil penalties.

Colorado Residents: An insurer or agent who knowingly provides false or misleading information to defraud a claimant regarding insurance proceeds must be reported to the Insurance Division.



Aetna Transition of Care Coverage Questions and Answers

Q. What is Transition of Care (TOC) coverage?

- A. TOC coverage is temporary coverage when you become a new member of an Aetna medical benefit plan or change your current Aetna medical plan, and a doctor you are being treated by:
- Is not in the Aetna network or;
 - Leaves the Aetna network or;
 - Your doctor's Aexcel status changes, which affects your benefits;
 - Your doctor does not hold Aexcel status and your benefits change to include Aexcel.

TOC coverage is not for Primary Care Physicians (PCPs) who are not in the Aetna network, except when the PCP leaves the Aetna network during your plan year, and you are receiving treatment, or if certain laws or regulations apply. TOC coverage allows a member who is receiving treatment to continue the treatment **for a limited time** at the preferred plan benefit level.

TOC coverage is only for the requested doctor and does not include facilities or hospitals. If the request is approved, the doctor must use a facility or hospital in the Aetna network.

Q. What is an active course of treatment?

- A. An active course of treatment is when you have begun a program of planned services with your doctor to correct or treat a diagnosed condition. The start date is the first date of service or treatment. An active course of treatment covers a certain number of services or period of treatment for special situations. Some examples may include, but are not limited to:
- Members enrolling with Aetna beyond 24 weeks of pregnancy (unless there are specific state or plan requirements). Members less than 24 weeks pregnant whom Aetna confirms as high risk are reviewed on a case-by-case basis.
 - Members in an ongoing treatment plan, such as chemotherapy or radiation therapy;
 - Members with a terminal illness, expected to live six months or less;
 - Members who need more than one surgery, such as cleft palate repair;
 - Members who have recently had surgery;
 - Members who receive outpatient treatment for a mental illness or for substance abuse. (The member must have had at least one [1] treatment session within 30 days before the effective/renewal date of the Aetna plan).
 - Members with an ongoing or disabling condition that suddenly gets worse;
 - Members who may need or have had an organ or bone marrow transplant.

To be considered for TOC coverage, the course of treatment must have started before the enrollment or re-enrollment date, or before the date your doctor left the Aetna network, or before the date of a doctor's Aexcel status change.

Q. What other types of providers, besides doctors, can be considered for TOC coverage?

- A. Companies who supply Durable Medical Equipment (DME) to be used in the home. Examples of DME are wheelchairs, hospital beds, ventilators, and CPAP machines.

Q. If I am currently receiving treatment from my doctor, why wouldn't my request be approved for TOC coverage?

- A. In addition to currently receiving treatment, your request must involve a covered procedure/service. Your doctor must also agree to accept the terms outlined on the TOC Request Form.

Q. My PCP is no longer an Aetna provider. If my plan requires me to select a PCP, can I still see my doctor?

- A. If you are currently receiving treatment, you may still be able to visit your PCP, even if they leave the network. In all states except Texas and New Jersey, you may need to select a PCP in the Aetna network. In Texas and New Jersey, TOC may apply to PCPs. Talk to your PCP so that he/she can help you with your future health care needs.

Q. How long does TOC coverage last?

- A. Usually, TOC coverage lasts 90 days. You will be informed if your TOC coverage request is approved and how long it will last.

Q. How do I sign up for TOC coverage?

- A. Contact your employer or Aetna Member Services. A TOC Request Form must be submitted to Aetna:
- Within ninety (90) days of when you enroll or re-enroll, or
 - Within 90 days of the date the provider left the Aetna network, or
 - Within 90 days of a doctor's Aexcel status change.

To get the highest level of benefit coverage, newly enrolling and re-enrolling members must be approved before receiving further services. You or your doctor can send in the request form.

Q. How will I know if my request for TOC coverage is approved?

- A. You will receive a letter in the mail. The letter will say whether or not you are approved. If you are approved, any treatments you received before the approval date, will not be covered at the highest benefit level, unless there was an emergency.

Q. Does TOC coverage apply to the Traditional Choice Plan?

- A. No. This plan does not have a provider network.

Q. What if I have an Aexcel plan?

- A. If TOC coverage is approved, you can still receive care at the highest benefit level for a certain time period. If you continue treatment with a doctor who is not part of Aexcel, or a doctor whose Aexcel status changes after the approved time period, your coverage would follow what is stated in your plan design. This means you may have reduced benefits or no benefits.

Q. I am going to receive services after the start date of my Aetna plan. The doctor is part of the Aetna network. Will the services be covered under my Aetna plan?

- A. Certain procedures or services need to have approval under an Aetna plan when using an Aetna network provider. Please ask your doctor to confirm if approval is needed. If so, you can request approval by filling out a TOC form.

Exhibit D

1. ARTICLE III. ASSOCIATION RIGHTS AND PRIVILEGES

A. Section G, 1, c: ~~Change 2 representatives to 3.~~ The PBA agrees to the Town's 1/26/15 proposal with the addition of the following language: "The Chief or his designee shall not unreasonably deny such leave."

B. Section G, 1, d: Change "PERC one (1) day seminar in the Spring" to "a one (1) day seminar in the Spring sponsored in whole or in part by PERC, the New Jersey State Bar Association or the NJ AFL-CIO..." TA 1/26/15

2. ARTICLE VII. SAFETY REGULATIONS

Delete Section B. TA 1/26/15

3. ARTICLE XIII. DEATH IN THE FAMILY (#8)

Paragraph A: Also, add spouse's grandparents and grandchildren, spouse's grandchildren and apply "step" relations to all categories. TA 2/2/15

4. ARTICLE XVI. CLOTHING ALLOWANCE

Paragraph F (New): Incorporate the applicable portions of the February 24, 2011 grievance settlement of PERC Nos. AR-2011-247 and AR-2011-249 into the successor agreement. The settlement is attached. TA 1/26/15

5. ARTICLE XVII. FALSE ARREST AND LIABILITY INSURANCE (#11)

In Paragraph A, increase \$1,000,000 to ~~\$2,000,000~~ to \$5,000,000. TA 1/26/15

6. ARTICLE XXI. GRIEVANCE PROCEDURE

A. In Paragraph A, delete "an individual!" from the last sentence. TA 1/26/15

B. Paragraph D (New): No individual may settle a grievance without the Association's approval except for grievances challenging minor discipline. TA 1/26/15

PBA 1/26/15 RESPONSE TO TOWN'S PROPOSAL¹

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1. Article III, Association Rights and Privileges

Section d - TA 1/26/15

¹ If not addressed by the PBA herein, the Township's proposal is rejected.

2. Article VII, Safety Regulations
Delete Section B. TA 1/26/15
3. Article VIII, Sick Leave
 - A. Section H.1 -- Delete "holiday." TA 1/26/15
 - B. Section 8 -- Delete "holiday." TA 1/26/15
4. Article XI, Overtime
 - A. Section H -- Correct the numbering to add #1. TA 1/26/15
 - B. Section K -- TA 1/26/15.
5. Article XII, Vacations
 - A. Section B -- 30 day cap for new hires. TA 1/26/15.
 - B. Section D -- Change "days" to "vacation days." TA 1/26/15
6. Article XVI, Clothing Allowance
Section C (1) through (4) -- TA 1/26/15

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 15th and October 1st of the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all duly certified members of the unit, be reduced to writing, 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 is to be for the exclusive use of sworn regular police officers only.

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.

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

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

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

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

G. In the event a disagreement should arise between an employee and the Employer with respect to the existence or extent of a job-connected disability or illness, such issue shall be determined by a physician who shall be mutually agreed upon by the Township and the Association on the basis of his qualifications. If there is a disagreement between the parties as to the result of the physician's examination, it shall be submitted directly to arbitration in accordance with the terms of this agreement.

H.1. 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.

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.

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 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 during an annual quarter, then for the purposes of this Section H only, sick leave, personal days and vacation days shall be pro-rated. Thus, if an officer retires in the first quarter of the year the officer shall be paid 25% of such paid leave. If the officer retires in the second quarter, the officer shall be paid 50% of such leave. If the officer retires in the third quarter, the officer shall be paid 75% of such leave. If the officer retires in the fourth quarter, the officer shall be paid 100% of such leave.

13. 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 herein¹ 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.

¹ See attached side-bar agreement.

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. 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 (15th) year of service, employees shall receive an additional day of vacation with pay at the regular rate of pay for each year employed beyond fifteen (15) years. This day off shall be received during the year earned. Thus, an employee after 23 years shall receive twenty-nine (29) vacation days during the 23rd 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 24th 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. Officers who elect to remain in the PPO shall pay 25% of the premium, inclusive of the statutory 1.5%. Thus, for the rate as of 4-25-11, an officer participating in the family plan (PPO) shall pay an annual premium share of \$4199.49 for 2011 (prorated for remainder of the year). If the 1.5% is greater, an officer shall pay the 1.5%. If there is any new statutory requirement that is legally to be applied to this unit, than upon the effective date of its application, only the greater of the contractual premium sharing or the statutory rate shall apply. This premium sharing shall apply to active employees and not retirees. 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 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 80th 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.

e) All unit members hired on or after 5/1/15 shall enroll in the Township HMO and BeneCard 2 plan.

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

3. Employees voluntarily opting out of Township Health Plans will be paid the following annual amounts in a lump sum payment at the end of each calendar year.

	\$3,465 Medical
	\$ 765 Prescription Medicine
	<u>\$ 225 Dental</u>
Total	\$4,455

Employees opting out of Township plans must provide proof of coverage from a source other than the Township to be paid the above amounts. The above amounts are payable in December of the year that employee opts out of, and any re-entry during the calendar year will require a prorating of the opt-out amount.

Employees who opt out of Township plans and subsequently lose their coverage, will with proof of loss of coverage, be able to re-enter the Township plan immediately. An

employee even without loss of coverage may re-enter the Township medical, prescription medicine, and dental plans once a year during the open enrollment period.

B. The Employer will provide at no cost to the employee, a health insurance plan as described in general and of a quality and continuing series of benefits at least equal to those provided for in the PPO and HMO that were in effect on January 1, 2011. However, effective upon the Township's ability to establish an open enrollment, all officers in the unit shall enroll in the Township's POS.

C. 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:

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

D. 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

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.

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. 1. The parties agree that Phase “2” of Chapter 78 shall be effective January 1, 2016.

2. The parties agree that Phase “3” and “4” of Chapter 78 shall be implemented on January 1, 2017 and January 1, 2018, respectively.

3. Effective July 1, 2015, the 25% "premium contribution" is eliminated.
4. The PBA waives any claims for reimbursement of health care contributions between July 1, 2015 and December 31, 2015.
5. Effective and retroactive to January 1, 2016, the premium contribution shall be adjusted for each unit member as set forth in paragraph one (1) above.
6. Any adjustments due to paragraph five (5) above shall be applied to future chapter 78 contributions.

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. The new salary guide shall be implemented as of July 1, 2015. Step movement for 2015 shall be July 1, 2015. Thereafter, step movement shall be January 1.

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
LONGEVITY

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

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

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

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

D. For all employees hired after March 1, 2001, there will be no five (5) year longevity of 3%. However, all employees hired after March 1, 2001 will be paid all other longevity amounts set forth above, beginning with the ten (10) years at 5%.

E. Beginning September 1, 2007, the ten (10) year longevity step shall be \$4,820 (Four Thousand, Eight Hundred and Twenty Dollars), which replaces any percentage at the ten (10) year step.

F. Effective May 1, 2015, longevity shall be eliminated.

ARTICLE XXV
TERMINAL LEAVE AND TERMINAL PAY

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

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

C. Upon the death of any employee, his estate shall be paid for his 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 XXVI
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 XXVII
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

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

B. The Employer agrees to pay each employee of the Department full reimbursement for college tuition and required books for college courses. 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 XXVIII
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 XXIX
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:

1. 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.
2. 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.
3. To hire, to promote or to retain all employees; plus, the Township through its Chief of Police may assign or transfer the employees.
4. 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.
5. 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.”

6. 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 XXX
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 XXXI
SCHEDULING

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

ARTICLE XXXII
PAY METHOD

A. The Township shall pay PBA unit members as follows:

1. Every other Friday; and
2. 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.

3. In the event 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 XXXIII
DURATION

A. The term of this Agreement shall be from January 1, 2015 through December 31, 2017.

ARTICLE XXXIV
SCOPE OF AGREEMENT

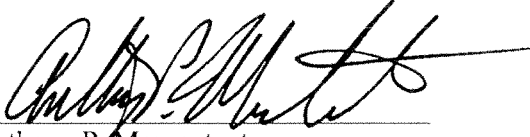
This Agreement represents the issues which the parties have negotiated. Any other disputes concerning the terms and conditions of employment which arise during the term of this agreement, the application of policy, regulations and the terms of this Agreement shall be subject to binding arbitration as 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 ~~2015~~.

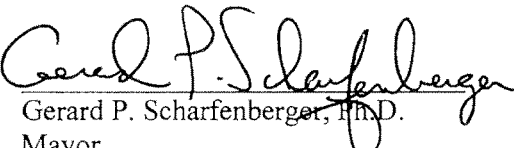
~~2015~~
2017 (nb)

ATTEST:

TOWNSHIP OF MIDDLETOWN




Anthony P. Mercantante
Township Administrator



Gerard P. Scharfenberger, Ph.D.
Mayor

Dated: January 18th, 2017

Dated: January 18th, 2017

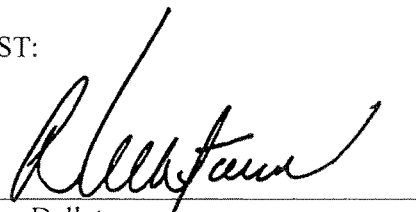
ATTEST: 

Heidi R. Brunt, Township Clerk

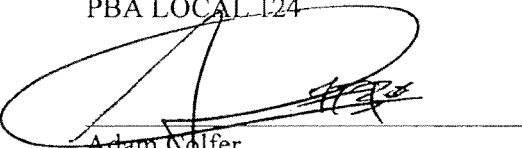
Dated: January 23, 2017

ATTEST:

TOWNSHIP OF MIDDLETOWN
PBA LOCAL 124



Anthony Dellatacoma,
PBA Delegate



Adam Colfer,
PBA President

Dated: 01/24/2017

Dated:

APPENDIX A

	2014	2015	2016	2017
0	\$ 40,105.00	\$ 40,105	\$ 40,105	\$ 40,105
1	\$ 48,612.00	\$ 48,612	\$ 48,612	\$ 48,612
2	\$ 52,200.00	\$ 52,200	\$ 52,200	\$ 52,200
3	\$ 57,100.00	\$ 57,100	\$ 57,100	\$ 57,100
4	\$ 63,200.00	\$ 63,200	\$ 63,200	\$ 63,200
5	\$ 68,400.00	\$ 68,400	\$ 68,400	\$ 68,400
6	\$ 73,750.00	\$ 73,750	\$ 73,750	\$ 73,750
7	\$ 79,250.00	\$ 79,250	\$ 79,250	\$ 79,250
8	\$ 85,000.00	\$ 85,000	\$ 85,000	\$ 85,000
9	\$ 92,000.00	\$ 92,000	\$ 92,000	\$ 92,000
10	\$ 99,000.00	\$ 99,000	\$ 99,000	\$ 99,000
11	\$ 108,161.00	\$ 108,161	\$ 108,161	\$ 108,161
12	\$ 116,125.00	\$ 116,125	\$ 116,125	\$ 116,125
13	\$ 121,950.00	\$ 121,950	\$ 121,950	\$ 121,950

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