

# MEMORANDUM OF AGREEMENT

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

**WHEREAS**, the Town and PBA were parties to a collective negotiations agreement with a term of January 1, 2015 through December 31, 2017 (“CNA”); 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 have reached agreement as set forth below the terms of which 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, all terms and conditions set forth in the CNA between the Town and PBA shall remain in full force and effect.
2. All dates in the new contract are to be conformed to the new contract duration.
3. **ARTICLE III ASSOCIATION RIGHTS AND PRIVILEGES**

Replace paragraph E with the following: “The Township shall provide space for a gym at or close to Headquarters. The gym may be accessible to other Township employees in addition to sworn regular police officers.”

4. ARTICLE IV, BILL OF RIGHTS

Amend paragraph D as follows: An employee shall not be required to report the employment of a spouse or children, except for purposes of health benefits opt out.

5. ARTICLE VIII, SICK LEAVE

A. Amend paragraph C (2) as follows: Employees will not be charged for sick, vacation or compensatory leave when on dDisability leave for work-related injuries which involve absences of less than seven (7) days and do not entitle for which the employee is not entitled 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.

B. Amend Paragraph D as follows: Intentionally self-inflicted injuries shall not be covered under this provision, nor shall gross negligence. The burden of proof on these exceptions rest solely with the Township, except that if the employee claims that the injury is job-connected, such determination shall be made by a Judge of Compensation.

C. Amend paragraph G as follows: 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 Judge of Compensation. ~~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~~

D. Paragraph H. Terminal Leave Pay:

i. Add a new subparagraph 3 c as follows: Any employee hired after May 21, 2010 shall have any sick day payout capped at \$15,000.00.

ii. Add the following to the end of subparagraph 6: The number of days an employee shall be permitted to take as paid leave under this provision shall be capped at the applicable monetary or daily cap.

iii. Add the following to subparagraph 11 after "Retirement System" and before the word "shall": "as a result of a work-related injury..."

iv. Paragraph 12: Change quarterly prorating to prorating by 2 months.

6. **ARTICLE XV, SURGICAL AND HEALTH PLANS**

A. Modify all relevant sections of Paragraph A, subparagraphs 1 and 2 and Paragraph B to allow all officers to participate at their option in the POS or HMO plans with only legally mandated premium sharing to be contributed, if any. Notwithstanding the foregoing, all officers hired on or after 5/1/15 shall be required to participate in the HMO for the first 10 calendar years of Township service. PPO restrictions shall remain. *Any changes between plans shall occur during open enrollment*

B. Add a new subparagraph a to paragraph A, 1 as follows: The parties agree that if the 2018 excise tax (aka, "Cadillac Tax") as set forth in the Affordable Care Act is applicable to the health insurance plans available to PBA unit members, upon receipt of a written request by the Township, the PBA agrees to re-open the collective negotiations agreement as to health insurance and wages, only, to negotiate regarding the impact of the excise tax. The reopener shall not take place prior to the application of the excise tax. During the reopener, all terms and conditions of employment shall remain in effect. Including salary guide movement.

C. Add a new subparagraph f) to paragraph A, 2 as follows: Effective September 1, 2018, all employees shall enroll in the BeneCard 3 plan. Co-pays shall be as follows: Generic: \$7.50; Preferred Brand: \$20.00; and Non-Preferred Brand: \$35.00. Mail order co-pays shall be twice the retail co-pay for a 90-day supply.

D. Add the following to Paragraph F, subparagraph 1: An officer who retires on or after

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

E. The parties agree to remove the medical plan opt-out in Paragraph A, 3 from the contract and the Township shall maintain same by resolution or ordinance.

F. Add the following a new subparagraph (a) to paragraph F, subparagraph 1: Retired employees or their dependents (including retired employees on disability retirements) who reach age 65 and/or are eligible for Medicare must enroll in both Part A (hospital insurance) and Part B (medical insurance) of Medicare. Retired employees shall provide proof of enrollment to the Township. Acceptable proof is a photocopy of the Medicare identification card reflecting both Part A and Part B effective dates, or a letter of confirmation from Social Security stating the effective dates of Medicare Part A and Part B enrollment. Medicare shall be the primary payer of claims. The Township's coverage shall become secondary to Medicare such that the Township will pay only that portion of eligible claims that remains in excess of that which is covered by Medicare Part A and Part B. If a retiree does not enroll in Medicare, then he will only be reimbursed by the amount that the plan would have paid as if he enrolled in Medicare.

G. Add a paragraph J as follows: The parties agree that employees shall contribute to medical insurance according to the applicable year 4 contribution rate based on the Chapter 78 grid for the duration of this Agreement.

7. **ARTICLE XXIII, SALARY GUIDE**

Amend Appendix A and Paragraph A to include the following: Officers shall receive the following increases to base pay:

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

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

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

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

8. **ARTICLE, XXIV, LONGEVITY**

Remove this Article from the Contract and re-number all succeeding Articles.

9. **ARTICLE XXVII, EDUCATIONAL INCENTIVE**

In Paragraph A, delete: The incentive will be paid following one (1) year of service.

10. **ARTICLE XXXIII, DURATION**

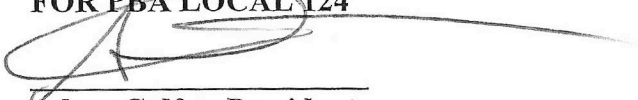
1/1/18 through 12/31/20

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

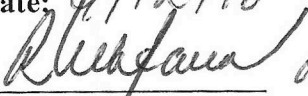
12. This Agreement is subject to ratification by the PBA membership and the Town governing body.

13. The PBA will draft the successor Agreement. The parties shall execute the final Agreement not later than 2 weeks from the date that the Township's governing body ratifies the Agreement.

**FOR PBA LOCAL 124**



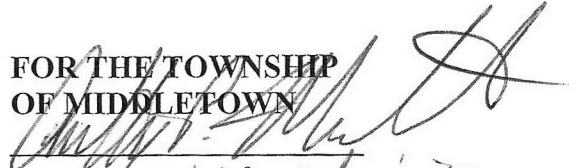
**Adam Colfer, President**

Date: 6/12/18  
 06/12/18

**Anthony Dellatacoma,  
State Delegate**

Date: 06/12/18

**FOR THE TOWNSHIP  
OF MIDDLETOWN**



**TOWNSHIP ADMINISTRATOR**

Date: 6-12-18

PBA 124  
SCHEDULE A

Step	2017	1/1/18	4/1/18	1/1/19	1/1/20
0	\$ 40,105	\$ 40,105	\$ 40,707	\$ 41,317	\$ 41,730
1	\$ 48,612	\$ 48,612	\$ 49,341	\$ 50,081	\$ 50,582
2	\$ 52,200	\$ 52,200	\$ 52,983	\$ 53,778	\$ 54,316
3	\$ 57,100	\$ 57,100	\$ 57,957	\$ 58,826	\$ 59,414
4	\$ 63,200	\$ 63,200	\$ 64,148	\$ 65,110	\$ 65,761
5	\$ 68,400	\$ 68,400	\$ 69,426	\$ 70,467	\$ 71,172
6	\$ 73,750	\$ 73,750	\$ 74,856	\$ 75,979	\$ 76,739
7	\$ 79,250	\$ 79,250	\$ 80,439	\$ 81,645	\$ 82,462
8	\$ 85,000	\$ 85,000	\$ 86,275	\$ 87,569	\$ 88,445
9	\$ 92,000	\$ 92,000	\$ 93,380	\$ 94,781	\$ 95,729
10	\$ 99,000	\$ 99,000	\$ 100,485	\$ 101,992	\$ 103,012
11	\$ 108,161	\$ 108,161	\$ 109,783	\$ 111,430	\$ 112,544
12	\$ 116,125	\$ 116,125	\$ 117,867	\$ 119,635	\$ 120,831
13	\$ 121,950	\$ 121,950	\$ 125,304	\$ 128,436	\$ 131,326