

MEMORANDUM OF UNDERSTANDING
Between
The Township of Chatham
and
Chatham Township PBA Local 170

Whereas, the Township of Chatham (the "Township") and PBA Local 170 (the "PBA") (collectively "the parties") have conducted collective negotiations to amend the existing contract for patrol officers, sergeants and lieutenants in the Chatham Township Police Department; and

Whereas, the parties have reached a tentative agreement on all issues which were the subject of the negotiations:

Now therefore, the parties agree to amend the existing contract as follows, all such amendments to become effective as of January 1, 2010:

1. **Term of New Agreement ("Agreement")**. January 1, 2010 through December 31, 2012.
2. **Salary**. The salaries for all officers and ranks shall be increased by 3.75% per year on January 1 of each year during the Agreement. For officers hired on or after January 1, 2010, there shall be eight (8) steps in the patrol officers' salary schedule and the probationary salary shall be \$50,000.00 on January 1, 2010. The probationary salary shall be increased in 2011 and 2012 to reflect the percentage increases upon which the parties have agreed in this memorandum.
3. **Detectives and Traffic Safety Officer(s)**. The annual compensation for detectives and traffic safety officer(s) shall be set at 2.75% above the top salary for patrolman, sergeant or Lieutenant, as applicable.
4. **Compensatory Time**. The limitation on compensatory time carry-over contained in Article XVII, Section 1 (e) shall be increased from 40 to 120 hours.
5. **Terminal Leave**. The maximum terminal leave payment for accumulated and unused sick leave days payable under Article XVI, Section 1 d. shall be increased from \$15,000 to \$20,000. In order to be paid for such leave during the calendar year of retirement, the officer must notify the Township of his/her retirement on or before March 1 of that year. Otherwise, the Township reserves the right to pay the terminal leave benefit in the following calendar year.

6. **Insurance.** (i) With respect to Article XV, Section 1, the reference to coverage "currently in existence" shall be amended to provide that the coverage level for comparability purposes is the insurance plan currently offered by the New Jersey State Health Benefits program known generally as the "Direct 10" program; If an officer elects to receive traditional indemnity insurance coverage, he or she shall be required to reimburse the Township for the difference in premium cost; (ii) Dental Insurance--the Township shall have the right to change insurance carriers in accordance with current contract language.

7. **Article XVIII.** The language of this Article shall be amended to provide that, in the event of a demotion of a sergeant for reasons of economy, he or she shall be placed at the highest seniority level among patrolmen, irrespective of the departmental seniority, which he or she possessed at the time of the demotion.

8. **Hours of Work.** (i) Article XVII shall be amended to reflect the actual work schedules for the various members of the department and to clarify the current practice regarding overtime, vacations and the like as it relates to these schedules; (ii) the contract language shall also be amended to clarify that, in the event an officer attends training which requires an overnight stay of one or more days, he she shall be paid only for his/her regular work day and shall not receive overtime for such attendance.

9. **Grievance Procedure.** The grievance procedure contained in Article IV shall be amended to eliminate the Lieutenant from the grievance process.

10. **Call-Out Time.** In accordance with the practice in the department, Article VII shall be amended to eliminate the provision that detectives do not receive call-out pay.

11. **Officer-in Charge ("OIC").** OIC pay shall no longer be earned when, during Monday through Friday during the day shift, a superior officer is on duty.

12. **Reimbursement for Damaged Personal Property.** Reimbursement for personal property pursuant to Article X shall be limited as follows: (i) \$50.00 for wristwatches and rings; (ii) \$150.00 for eyeglasses and prosthetic devices.

13. **Continuation.** Except as modified by this Memorandum of Understanding, all provisions of the existing agreements shall continue in full force and effect.

14. **Ratification.** This Memorandum of Understanding is subject to ratification by the PBA and the Township. Both negotiating teams agree to recommend affirmatively the ratification of this Memorandum.

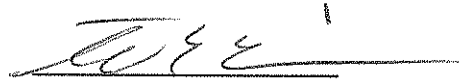
In Witness Whereof, the parties have executed this Memorandum of Understanding by their duly authorized officers.

For the PBA



Robert Curtis
PBA President

For the Township



Thomas Ciccarone

July 16, 2009