

TOWNSHIP OF MIDDLE
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION
191-16

Date: May 16, 2016

Subject: RATIFY AGREEMENT BETWEEN THE TOWNSHIP OF MIDDLE AND THE PBA LOCAL 59
SUPERIOR OFFICERS OF THE MIDDLE TOWNSHIP POLICE DEPARTMENT

Introduced By: Committeemember Donohue Seconded By: Mayor Clark

Vote- Aye: Committeemember Donohue, Mayor Clark

Nay:

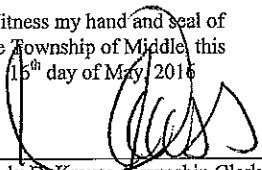
**Committeemember DeVico Abstained*

NOW THEREFORE BE IT RESOLVED, by the Township Committee, the Governing Body of the Township of Middle, County of Cape May and State of New Jersey, that the agreement dated January 1, 2016 through December 31, 2018 between the Superior Officers of the Middle Township Police Department and the Township of Middle, is hereby approved.

BE IT FURTHER RESOLVED, that the appropriate officials are hereby authorized to sign said agreement in connection therewith.

I, Kimberly D. Krauss, Township Clerk of the Township of Middle, Cape May County, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting of said Middle Township Committee, held on May 16, 2016 and said Resolution was adopted by not less than a two-thirds vote of the members of the Township Committee.

Witness my hand and seal of
the Township of Middle, this
15th day of May, 2016



Kimberly D. Krauss, Township Clerk

AGREEMENT

BETWEEN THE

TOWNSHIP OF MIDDLE TWP

AND THE

PBA LOCAL 59

SUPERIOR OFFICERS

OF THE

POLICE
MIDDLETOWNSHIP

POLICE DEPARTMENT

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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PREAMBLE

This Agreement, dated this _____ day of _____ 2016 by and between the Township of Middle, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the Policeman's Benevolent Association. Local number 59, MTPD Superior Officers, as the recognized bargaining agent for the Middle Township Police Department.

ARTICLE I
PURPOSE

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

ARTICLE II
INTERPRETATION AND RECOGNITION

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

ARTICLE III

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

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

ARTICLE IV

NON-DISCRIMINATION

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

ARTICLE V

FULLY BARGAINED PROVISIONS

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

ASSOCIATION NOTIFICATION

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

ARTICLE VII WORK WEEK

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

ARTICLE VIII EMPLOYEE REPRESENTATION

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

ARTICLE IX PERSONAL TIME

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

ARTICLE X
TERMINAL LEAVE WITH PAY

SICK LEAVE CASH-IN POLICY AT RETIREMENT

During the superior officer's last year of employment, provided written notice is given to the Township, the superior officer will be permitted to cash-in up to one hundred twenty (120) hours at ninety (90%) of the superior officer's annual wage if the superior officer does not use more than forty (40) hours of sick leave during that year except if additional sick leave is used for (1) an extended injury of illness supported by proper physician certificate(s) as determined by the Township, (2) maternity leave (including husband), (3) leave under the Family Medical Leave Act.

1. The Township may determine, based upon the availability of the funds, to make the payment to the retiring superior officer in the first pay period of the following fiscal year.
2. It is understood that all other sick leave accumulated by the superior officer will be surrendered without consideration.

SICK LEAVE CASH-IN POLICY AT DISABILITY RETIREMENT

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

ARTICLE XI
SICK LEAVE

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

The parties agree to suspend any sick leave buy back for 2013.

- 1. Effective January 1, 2014, each eligible officer has the option to cash in up to sixty (60) hours of sick leave from their current years' allotment and/or accumulated sick leave. To be eligible for such cash in, an employee must comply with the annual utilization schedule and terms set forth below and must have at least two hundred and forty (240) accumulated sick hours.
- 2. The exchange rate of leave for cash-in eligibility is as follows:

Utilized Annually From Bank	Eligible for Cash In	Removed
40 hours or less	60 hours	90 hours
41 up to and including 50 hours	24 hours	36 hours
51 up to and including 60 hours	16 hours	24 hours
61 up to and including 70 hours	8 hours	12 hours
Over 70 hours	not eligible	n/a

- 3. To be eligible for the cash in option, any employee who uses over forty (40) hours of sick leave annually, will only be eligible for this option if the use of the additional sick leave is for (1) an extended injury or illness supported by proper physician certificate(s) as determined by the Township, (2) maternity leave (including spouse), (3) leave under the Family Medical Leave Act.
- 4. All cashed in sick leave will be paid at ninety (90%) percent of the employee's annual wage.

ARTICLE XII
HEALTH INSURANCE

- A. The Township shall provide employees with the medical and prescription benefits, coverage, and administrative procedures for the employee and the employee's dependent's as presented to the bargaining unit on July 9, 2013. For clarity sake, I am attaching a copy of the Township of Middle Proposed Plan Options Revised as of July 9, 2013 prepared by Marsh & McLennan Agency. This proposal [As shown in attached Schedule B] shows generally the benefits, current medical and prescription plans, new proposed medical and prescriptions plan and OptiMed Gap Plan as presented to the bargaining unit. This proposed plan presents prescription plan benefits and the proposed changes to those benefits.
- B. The parties agree that should the Township seek to change health insurance carriers, the Township will negotiate pursuant to the interest arbitration rules under the Public Employment Relations Commission, the economic impact of said change. The parties further agree the Township will not implement any changes while the parties are in the negotiation process. Parties agree to meet three (3) times within forty-five (45) days of service of the notice of the reopener.
1. All active employees shall have deducted (pre-tax) via payroll deduction under the Federal Section 125 Plan any amount paid to the Township for their health insurance contribution pursuant to P.L. 2011, Ch. 78. The Chapter 78 Chart is shown at the end of this article.
- C. The Township shall provide zero dollar (\$0) deductible dental plan for the employee and the employee's family.
- D. The Township shall provide insurance coverage on employees in their personal vehicles when said vehicles are used in the scope of employment. No said vehicle shall be used for any patrol duties. If the employee agrees to use his own vehicle for transportation to and from Police Training Schools, the Township shall compensate an employee for the use of his personal vehicle at the IRS rate per mile.
- E. The Township shall supply to all employees necessary legal advice and counsel in the defense of charges filed against them in performance of their duty of the defense of settlement claims for personal injury, false arrests, death or property damage arising out of or in the course of their employment, and the Township

shall pay and satisfy all judgments against said employees from said claim.

- F. The Township agrees that, upon retirement after twenty-five (25) years of eligible pension credit **and with fifteen (15) years of service with the Township**, or at age fifty-five (55) **with fifteen (15) years of service with the Township**, or if disabled in the performance of duties, the employee/retiree shall be provided with the health care benefits in accordance with State law and the provisions set forth in this Article.
1. In the event that it should become legal to do so, the Township will provide the health care benefits specified in Paragraphs A, B, **and F** of this Article after retirement following twenty (20) years of pension credit.
- G. If an officer is killed in the line of duty the Township shall continue to pay insurance coverage as provided hereunder for the officer's spouse until her death or remarriage, whichever comes first, and for the officer's children until each reaches his or her eighteenth (18th) birthday.
- H. The Township may change the Health Benefits carrier where equivalent and/or superior benefits would result from such a change, including but not limited to, any effects which may result in affects to any pension consideration as now allowed by law under the New Jersey State Health Benefits, but only after consultation with PBA.

ARTICLE XIII

UNIFORMS

- A. Uniforms, including short sleeve shirts and shoes which are no longer usable shall be turned into the Chief of Police or his/her designee. Upon determination that the uniforms and shoes can no longer be utilized, the officer will be provided with a replacement by the Department. All equipment and clothing shall be uniform.
- B. Rain gear, badges, ammunition, lightweight spring jackets and accident paraphernalia shall be included with the uniform and replaced in the same manner.
- C. Uniforms will be ordered in the following manner: Summer uniforms are to be ordered on or by January 15th with delivery date on or before May 1st of that year. Winter uniforms are to be ordered on or by June 15th with delivery on or before September 30th of that year. New Employees will receive a full uniform allotment after hiring. Each officer will have a complement of the following uniform:
- | Item | Quantity |
|----------------------------|----------------------------------|
| Jacket -- Winter | 1 |
| Jacket - Spring | 1 |
| Shirts - Winter and Summer | 3/3 |
| Pants - Winter and Summer | 4 pairs or (3/3 summer & winter) |
| Hats - Winter and Summer | 2 |
- D. Each Lieutenant and Captain shall receive an annual clothing allowance of \$400.00 for business attire that is required at various professional organization meetings/conventions.

ARTICLE XIV

TIME OFF

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

ARTICLE XV
GRIEVANCE PROCEDURE

A. Purpose:

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

B. Steps of the Grievance Procedure.

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

Step One:

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

Step Two:

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

Step Three:

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

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

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

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

C. Extension and Modifications:

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

ARTICLE XVI
PROMOTIONAL STANDARDS

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

Article XVII
VACATION

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

1 st year	96 hours
2 nd - 5 th year	112 hours
7 th - 10 th year	136 hours
11 th - 15 th year	160 hours
16 th - 20 th year	200 hours
21 st - and thereafter	240 hours

- B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Chief of Police or his/her designee unless the Chief of Police or his/her designee determines that it cannot be taken because of pressure work. Any unused vacation may be carried forward into the next succeeding year only. Vacation allowance may be utilized at any time during the calendar year with prior approval, including summer.

ARTICLE XVIII
BULLETIN BOARDS

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

ARTICLE XIX
MISCELLANEOUS PROVISION

A. School:

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

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

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

D. Retention of Independent Counsel

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

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

ARTICLE XX
Wages

- A. January 1, 2016 affected Lieutenants shall receive a one (1) percent salary increase. Captains shall receive a two (2) percent salary increase.
- B. January 1, 2017 affected affected Lieutenants shall receive a one (1) percent salary increase. Captains shall receive a two (2) percent salary increase.
- C. July 1, 2018 affected Lieutenants shall receive a one (1) percent salary increase. Captains shall receive a two (2) percent salary increase

Lieutenant:	January 1, 2016	122,013.00
	January 1, 2017	123,233.00
	January 1, 2018	124,466.00

Captain:	January 1, 2016	130,135.00
	January 1, 2017	132,737.00
	January, 2018	135,392.00

ARTICLE XXI
COLLEGE CREDITS

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

ARTICLE XXII
MANAGEMENT RIGHTS

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

ARTICLE XXIII
COMMENDATION AND HONORABLE MENTION

- A. The Township agrees that when, in its estimation, a police officer has performed an act of heroism or civic service worthy of commendation and/or honorable mention, said officer shall be granted written recognition of said commendable service, which shall be placed in his/her personnel file and shall additionally be awarded (2) two compensatory days in recognition of said service. When an officer has received an honorable mention commendation from the Township same shall be placed in writing and entered into his/her personnel file and he/she shall be awarded one (1) compensatory day in recognition of said service.

- B. An awards committee of not more than (3) three officers shall be elected by majority vote of the Department and shall be responsible to recommend to the Township Chief of Police or Director of Public Safety for their consideration for meritorious service by an individual or officers worthy of commendation or honorable mention.

ARTICLE XXIV
POLICEMEN'S BILL OF RIGHTS

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

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

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

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

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

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

ARTICLE XXV
DEDUCTIONS FROM SALARY

- A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues from the PBA. In addition, pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980, the Township agrees to deduct from the salaries of its employees subject to this Agreement but not members of the PBA or representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees, and assessments paid by members of the PBA less the cost of benefits financed through the dues and assessments and available to an benefiting only members of the PBA. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967, NJSA (RS 52:14-15.(e) shall be transmitted to the PBA office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township, written notice prior to the effective date of such change.
- B. The PBA will provide the necessary "check off authorization" form and deliver the signed forms to the Township Treasurer. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the PBA to the Township.

ARTICLE XXVI
TERM AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2016 and shall remain in effect up to and including December 31, 2018.

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Township of Middle, New Jersey on the _____ day of _____ 2016

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

Township of Middle
Cape May County
New Jersey

By: _____
Negotiations Committee Chairman

By: _____
Mayor

By: _____

By: _____
Public Safety Director

By: _____
PBA Local #59 Representative

Attest: _____
Negotiations Committee Secretary

Attest: _____
Township Clerk