

AGREEMENT
BETWEEN THE
TOWNSHIP OF MIDDLE
AND THE
PBA LOCAL NO. 59

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

LOCCKE, CORREIA, SCHLAGER, LIMSKY & BUKOSKY
24 Salem Street
Hackensack, New Jersey 07601

BROWN & CONNERY LLP
360 Haddon Avenue
Westmont, New Jersey 08108

www.middletonship.com

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
I	PURPOSE	2
II	INTERPRETATION AND RECOGNITION	3
III	CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT	4
IV	NON-DISCRIMINATION	5
V	FULLY BARGAINED PROVISIONS	6
VI	ASSOCIATION REPRESENTATIVES AND MEMBERS	7
VII	ASSOCIATION NOTIFICATION	8
VIII	WORK WEEK	9
IX	OVERTIME	11
X	EMPLOYEE REPRESENTATION	13
XI	HOLIDAYS	14
XII	TERMINAL LEAVE WITH PAY	16
XIII	SICK LEAVE	17
XIV	HEALTH INSURANCE	19
XV	UNIFORMS	21
XVI	PBA STATE MEETINGS	22
XVII	TIME OFF	23
XVIII	GRIEVANCE PROCEDURE	24
XIX	PROMOTIONAL STANDARDS	27
XX	PATROL CARS, MAINTENANCE AND EQUIPMENT	29
XXI	VACATION	30
XXII	BULLETIN BOARDS	31
XXIII	PROBATIONARY PERIOD	32
XXIV	MISCELLANEOUS PROVISIONS	33
XXV	WAGES	35
XXVI	ACTING OUT OF TITLE	36

TABLE OF CONTENTS (cont'd)

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XXVII	COLLEGE CREDITS	37
XXVIII	MANAGEMENT RIGHTS	38
XXIX	COMMENDATION AND HONORABLE MENTION	39
XXX	POLICEMEN'S BILL OF RIGHTS	40
XXXI	DEDUCTIONS FROM SALARY	43
XXXII	DETECTIVES	44
XXXIII	TERMS AND RENEWAL	46
SCHEDULE A	47
SCHEDULE B	48


PREAMBLE


This Agreement, dated this 26th day of July, 2010 by and between the TOWNSHIP OF MIDDLE, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 59, 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 (~~N.J.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.

Date Revised: July 21, 2010

PBA: 

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 No. 59 as the exclusive negotiating agent and representative for all uniformed police, detectives and all other Police Department employees employed by the Township, excluding Lieutenant, Captain, Chief, dispatchers and secretaries, 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, 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 Township's 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.

Date Revised: July 21, 2010

PBA: 

Township: 

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 bargainable 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.

Date Revised: July 21, 2010

PBA: RDS

Township: 

ARTICLE VI
THE ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The employer agrees to grant the necessary time off without discrimination, to any employee designated by the PBA to attend State and/or international meetings or conventions or to serve in any capacity on other official PBA business, provided twenty-four (24) hour written notice is given to the employer by the PBA. No more than two (2) employees shall be granted time off at one time.

B. Authorized representatives of the PBA shall be permitted to visit Police Headquarters or the office of the Police Chief or the Officer of the Director of Public Safety for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. (Such Police Benevolent Association visitation shall not unreasonably interrupt the regular work of any police officer or the mission of the Police Department.

C. During the negotiations, the Association representatives so authorized by the Association, not to exceed four (4), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

ARTICLE VII
ASSOCIATION NOTIFICATION

A. Proposed new rules governing working conditions or modifications of existing rules 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 representative. The employee shall sign employee's receipt of these documents.

ARTICLE VIII
WORK WEEK

A. The workweek shall average forty-two (42) hours over a five-day workweek, or a total of 2184 hours per year.

1. The work schedule shall continuously repeat throughout the year with officers, not including detectives and school resource officers, working two (2) weeks on the day shift followed by two (2) weeks on the night shift.

2. Officers, not including detectives and school resource officers, shall work the following repeating shift schedule:

2 days on - 2days off
3 days on - 2 days off
2 days on - 3 days off

3. Detectives will work an average of forty-two (42) hours over a five-day week with at least two (2) consecutive days off.

4. School Resource Officers (SRO) shall work the hours designated by the school and at the discretion of the Sergeant in charge of the Unit will be assigned to work an additional two (2) hours per week. The SRO shall be entitled to two (2) consecutive days off.

B. It is agreed that, no matter what work schedule is in effect, the following provisions shall apply:

1. Overtime shall be paid for any work in excess of an employee's twelve (12) hour daily posted schedule.

2. Employees called in for court, call-back and/or on standby shall receive a minimum of four (4) hours' overtime pay.

3. Bidding for shifts and vacations shall continue to be determined in

accordance with the reasonable procedure and practice currently in effect.

ARTICLE IX

OVERTIME

- A. Overtime shall consist of all hours worked in excess of the regularly scheduled working shift as posted quarterly.
- B. Overtime shall be compensated at the rate of time and one-half in time or cash at the affected Officer's discretion.
- C. There shall be a minimum four (4) hour call back at time and one-half including court time.
- D. If an employee is required to stand by at his residence or any other place, he shall be compensated for such stand-by time at his regular rate of pay with four (4) hour minimum guarantee.
- E. In computing overtime payments, the following schedule shall be utilized:
- | | | |
|------------------|---|---------------------|
| 0-15 minutes | - | no compensation |
| 15 to 30 minutes | - | ½ hour compensation |
| Over 31 minutes | - | 1 hour compensation |
- F. Initially overtime opportunities should be attempted to be filled by volunteers pursuant to a sign-up sheet posted on a monthly basis. Should a post not be voluntarily filled, it shall be filled by the Department mandatorily assigning an officer pursuant to reverse seniority. Officers on approved leave cannot be assigned to fill an overtime post, for ordinary manpower shortage.
- G. All overtime shall be paid within the pay period during which it is earned. For purposes of this Article, the term "pay period" shall be deemed to terminate at 12:00 a.m. on the Sunday prior to the Friday upon which paychecks are issued. In the event that overtime pay is not distributed in accordance with the terms hereof due to error of

the Treasurer's Office, than a supplemental check will be issued within 48 hours of discovery of the error.

ARTICLE X
EMPLOYEE REPRESENTATION

The PBA must notify the Township as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each station. 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 XI

HOLIDAYS

A. For purposes of this contract, the following shall be considered holidays:

New Year's Day	January 1
Martin Luther King Day	Celebrated
Lincoln's Birthday	Celebrated
Washington's Birthday (Presidents' Day)	Celebrated
Good Friday	
Easter	Actual
Memorial Day	Celebrated
Independence Day	July 4
Labor Day	Celebrated
Columbus Day	Celebrated
General Election Day	Actual
Veterans' Day	November 11
Thanksgiving Day	Actual
Day After Thanksgiving	Actual
Christmas Day	December 25

B. All officers shall be entitled to twenty-four (24) hours of personal leave. Personal leaves may be carried forward for one (1) year. Personal leave may be taken at any given time provided the officer gives twenty-four (24) hours notice prior to his scheduled shift to an Administrator (to be defined as a Sergeant, OIC, Lieutenant, Captain or the Chief), except in the case of an emergency. In the event of extenuating circumstances the twenty-four (24) hour notice requirement may be waived. The Administrator may deny the use of the personal day if the squad does not have a minimum of at least five (5) uniformed sworn officers per shift at any one time and such denial based upon the maintenance of the minimum manning level, shall not be grievable. In the event of a bonafide emergency, every effort shall be made to permit the use of personal leave.

C. Whenever the Township offices are closed because of a special Federal, State or Local holiday, or because of a special proclamation of the municipal body (other than the regularly recognized holidays set forth in paragraph A), all employees covered hereunder shall be paid for said holiday, at time and one-half.

D. Whenever Township offices are closed due to a Federal or State declared emergency (other than the regularly recognized holidays set forth in paragraph A), those officers who work during the emergency shall receive reimbursement therefore from FEMA.

ARTICLE XII
TERMINAL LEAVE WITH PAY

A. For employees hired prior to January 1, 1987, said lump-sum payment shall be calculated by using the number of hours of sick leave which have been accumulated and which have not been used to a maximum of Two Thousand Eighty (2080) hours and multiplying said number of hours by the hourly rate of the retiring individual immediately preceding retirement. Said hourly rate shall be determined by dividing the annual pay rate of the retiring person immediately prior to retirement by 2184 hours.

B. For employees hired on or after January 1, 1987, said lump-sum payment shall be calculated by using the number of hours of sick leave which have been accumulated and which have not been used to a maximum of One Thousand Forty (1040) hours and multiplying said number of hours by the hourly rate of the retiring individual immediately preceding retirement. Said hourly rate shall be determined by dividing the annual pay rate of the retiring person immediately prior to retirement by 2184 hours. No employee shall receive an amount in excess of Twelve Thousand Five Hundred Dollars (\$12,500.00) under the terms of this subsection.

ARTICLE XIII

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 may be eligible for up to one (1) year's 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.
- D. The Director of Public Safety and Police Chief shall have the authority to investigate any pattern of chronic illness which comes to their attention.
- E. 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.
- F. Sick Leave Cash-In Policy:
1. The parties agree to suspend the terms set forth in this Sections (F) for the calendar years 2010, 2011, and 2012. Effective January 1, 2013 all terms shall be reinstated to their full force and effect.
 2. Each eligible officer has the option to cash in up to forty (40) hours of sick leave from the current calendar year's allotment. To be eligible for such cash in, an employee must have at least eighty (80) unused sick hours from the one hundred twenty (120) sick hours allotted in that year. Sick hours accumulated from previous years are not eligible.

3. The exchange rate of hours for cash-in eligibility is as follows:

<u>Sick Leave Utilized</u>	<u>Sick Leave Eligible for Cash In</u>
0 hours	40 hours
8 hours	32 hours
16 hours	24 hours
24 hours	16 hours
32 hours	8 hours
40 hours or more	not eligible

4. In addition to the cash out provided in Paragraph 2 herein, any officer who has utilized less than forty (40) hours' sick leave during any calendar year and who has not less than seven hundred twenty (720) sick hours on the books may cash out an additional forty (40) hours per year. This provision shall take effect on January 1, 2003.
5. Requests for sick leave cash-in are to be submitted on the approved form from the Township to the Office of the Township Administrator no later than the last Monday in November of each year.
6. All accumulated sick hours not cashed in shall accumulate and may be utilized for terminal leave as per Article XII, Sections A and B.

ARTICLE XIV
HEALTH INSURANCE

A. The Township shall provide employees with the health benefits, coverages and administrative procedures as of the execution date of this Agreement employee and the employee's family. 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. Effective July 1, 2010, all active employees shall have deducted (pre-tax) via payroll deduction under the Federal Section 125 Plan¹, one and one-half (1.5%) percent of their total annual pensionable salary and paid to the Township for health insurance contribution. This incorporates the State of New Jersey enacted legislation that mandates minimum health benefit contributions by employees. All other provisions contained herein shall continue in full force and effect.

B. The Township shall provide a zero dollar (\$0) deductible dental plan for the employee and the employee's family.

C. The Township shall also provide the same Prescription Drug Plan in effect for other Township employees for the employee and the employee's family.

D. The Township shall provide insurance coverage on employees in their personal

¹ The Section 125 Plan is administered by the Township or their designee. This provision enables employees to complete a form, available through the Administrator's Office or as determined, to permit the Township to take the health insurance contribution from the employee's gross pay (pre-tax) as opposed to taking it from their net pay (after-tax dollars)

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 or 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 claims.

F. The Township agrees that, upon retirement after twenty-five (25) years of eligible pension credit, or at age fifty-five (55) with twenty (20) years of pension credit, or if disabled in the performance of duties, the employee/retiree shall be provided with the health care benefits in accordance with past practice as enumerated in Paragraphs A and B of this Article, except that retired employees shall be exempt from the provisions under Paragraph A(1).

1. In the event that it should become legal to do so, the Township will provide the health care benefits specified in Paragraphs A and B 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 the PBA.

ARTICLE XV

UNIFORMS

A. Uniforms, including short sleeve shirts and shoes which are no longer usable shall be turned in to the Chief or Captain. Upon determination by the Chief or Captain 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. The parties further agree that all Detectives shall receive a clothing allowance of \$600.00 and School Resource Officer and the Juvenile Officer shall receive a clothing allowance of \$300.00. This uniform allowance shall be paid on or before February 15th of each year in which this contract is in effect. Repairs to clothing damaged in the line of duty shall be replaced by the Township after inspection of same. Receipts for clothing purchased are to be delivered to the Chief no later than December 31st. Each officer affected shall expend the entire allowance on plain clothes. Any money not expended by December 31st must be refunded to the Township on this date.

C. Rain gear, badges, ammunition, lightweight spring jackets and accident paraphernalia shall be included with the uniform and replaced in the same manner.

D. Uniforms shall 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:

<u>Item</u>	<u>Quantity</u>
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

ARTICLE XVI
PBA STATE MEETINGS

A. The Executive Delegate and/or Local President of the PBA shall be granted leave from duty with full pay for all meetings of the PBA State Association when such officers are scheduled to be on duty, providing the affected delegate gives reasonable notice to his Chief or secure another employee to work in his place, providing no overtime is paid to any employee to replace officer attending meetings.

B. If the Executive Delegate attends a State function outside the confines of Cape May County and is scheduled to work either the midnight shift prior to, or day shift, or the four-to-twelve shift after said function, he shall be excused from duty from said shift, provided that such exemption from duty shall occur not more than once during any calendar month.

ARTICLE XVII

TIME OFF

A. Bereavement Leave:

1. Each employee shall be entitled to forty (40) hours' bereavement leave in the event of the death of spouse, child, stepchild, mother, father, brother or sister.
2. 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, father-in-law, brother-in-law or sister-in-law.
3. Any officer attending a funeral outside of the State of New Jersey who requires additional time off may utilize sick leave therefor.
4. Officers 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.

B. Holiday and Vacation Leave:

1. No squad shall have more than one absence for vacation or holiday leave at any time. For good cause, the Chief may, in his sole discretion, waive this prohibition. The Chief's determination with regard thereto shall not be arbitrable under Step 3 of the Grievance Procedure contained in Article XVIII hereof.
2. Between June 15th and September 15th, no officer may take off in excess of one (1) work week in consecutive time off. This requirement shall apply to vacation leave or holiday leave. The Chief may, in his sole discretion, waive the provisions of this paragraph. The determination of the Chief shall not be arbitrable under Step 3 of the Grievance Procedure as contained in Article XVIII of this Agreement.

ARTICLE XVIII
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 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 or by 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 him which violates any right arising out of his 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 grievance in writing within twenty (20) calendar days from the date he 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 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.

(b) The Chief 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 Two:

(a) In the event a satisfactory settlement has not been reached with the Chief of Police, the officer or the PBA may appeal his 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 of the grievance within ten (10) days 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 five (5) days following the PBA meeting next subsequent to receipt by him 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 that 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 stated 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 XIX
PROMOTIONAL STANDARDS

A. The Township shall cause Civil Service qualifying examinations to be conducted for the rank of Sergeant whenever a vacancy exists.

Patrolmen taking the examination for Sergeant shall be required to have been on the Middle Township Police Department no less than three (3) years prior to taking the examination.

Personnel in the rank of Sergeant, 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 among 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.

C. Patrol Squad Corporals: The Chief of Police shall classify one (1) patrol officer per patrol squad as the squad Corporal and a minimum of one (1) Detective as a Detective First Class. The classified officer shall act as the squad supervisor in the absence of the squad Sergeant. Such classification shall be based upon:

1. Departmental seniority applicable to officers assigned uniform, operations and Major Crime Unit.
2. Officers already classified as Corporals as of December 31, 1993 shall retain the classification.
3. Patrol officers passed over for the rank of Corporal shall be informed in writing as to the reason(s) for such action.
 - a. Such notice forwarded to the affected officer in thirty (30) days.
4. An officer classified as a Corporal may be declassified and re-assigned as

a patrolman when/if:

- a. Unfavorable recommendation is received from the squad Sergeant or Superior Officer
 - b. Documentation that demonstrates unacceptable levels of performance or
 - c. Departmental disciplinary action of repetitious major or severe nature occurs and is concluded
 - d. Declassified Corporal may be reconsidered for future consideration for the position
 - e. other sufficient cause.
5. Declassification procedure shall be:
- a. Written notification from the Chief of Police or designee indicating reason(s) and/or problem(s).
 - b. Thirty (30) day (calendar) probationary period to correct indicated problem(s) or reason(s).
 - c. Declassification and return to patrolman status as per written notification from the Chief of Police.

ARTICLE XX
PATROL CARS, MAINTENANCE AND EQUIPMENT

A. Patrol Cars

The Township agrees to provide patrol cars equipped with police and non-police equipment pursuant the State of New Jersey contract.

B. Unsafe Vehicle

Unsafe vehicles, as reported in writing by the Shift Commander, shall be examined by the Chief or his designee. They then shall be declared safe or unsafe. If unsafe, the vehicle must be immediately repaired or removed from service.

C. Patrol Car Equipment

The Township agrees to provide for each officer on duty with a two-way portable radio and an appropriate carrying case that attaches to the duty belt for use at all times.

ARTICLE XXI
VACATION

A. Annual vacation leave with pay shall be as follows:

1 st Year	96 hours
2 nd - 5 th Year	112 hours
6 th - 10 th Year	136 hours
11 th - 15 th Year	160 hours
16 th - 20 th Year	200 hours
21 st Year & 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 designee unless the Chief of Police or 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 XXII
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 and activities.
- B. All such notices shall be signed by the President or by other authorized officials of the Local.

ARTICLE XXIII
PROBATIONARY PERIOD

- A. New employees shall serve a probationary period of one (1) calendar year. During said probationary period they shall be paid as if they were qualified first-year patrolmen.
- B. For the purposes of seniority and longevity, the original date of hire shall be used provided the employee has passed his Civil Service test at that time.
- C. For purposes of longevity and salary guide, an employee hired prior to July 1st of any given calendar year is considered as having completed one full year of service on December 31st of that same calendar year.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

- 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.
- B. The Township agrees to keep an up-to-date law library of the New Jersey Statutes as they relate to police activities.
- C. Days off are not to be changed when it involves overtime.
- D. If the personal belongings of any officer are damaged in the line of duty, the Township will repair or, 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.
- E. Any position, either newly created or existing position to be filled, will be posted. This posting will occur at least fifteen (15) days prior to the appointment giving any or all employees an opportunity to apply for such position vacancy. Applicants will be chosen according to law.
- F. Members of the Patrol Division working a twelve (12) hour shift who are suspended from duty for disciplinary reasons shall be penalized based on definition of "day" as meaning eight (8) hours' pay.
- G. 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 duties, the following rules shall apply:

1. The officer may select the attorney of his 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 XXV

WAGES

- A. Effective January 1, 2010, the 2009 Wage Guide will remain in effect through June 30, 2010.
- B. Effective July 1, 2010, the 2009 Wage Guide will be increased by one and one-half (1½%) percent and shall remain in effect through June 30, 2011. (See, Schedule A)
- C. Effective July 1, 2011, the 2010 Wage Guide will be increased by two and three-quarters (2 ¾%) percent and shall remain in effect through March 30, 2012. (See, Schedule A)
- D. Effective April 1, 2012, the 2011 Wage Guide will be increased by two and three-quarters (2 ¾%) percent and shall remain in effect through December 31, 2012. (See, Schedule A)
- E. Effective July 1, 2010, all new hires shall be subject to a sixteen (16) step wage guide. (See, Schedule B)
- F. Employees shall advance to the Probation Step upon completion from the Academy and shall remain in that step until their Date of Hire anniversary date at which time they shall advance to the next Step. Thereafter, employees will move laterally in their Step each January 1st and to the next higher Step on their Date of Hire anniversary date.
- G. Detective Stipend
Any officer assigned or classified as a Detective shall receive an annual stipend of \$750.00 payable in a separate check.

ARTICLE XXVI
ACTING OUT OF TITLE

A. The Corporal or the Senior Man on the Shift shall be responsible for the shift in the absence of the Sergeant on that shift.

B. Once an officer is assigned out of title and performs in that capacity for one hundred twenty (120) hours in the aggregate during any calendar year, he shall be compensated at the base pay of the higher title.

1. This shall also apply to special detail squads regardless of how the squad personnel are assigned.

C. The Township agrees that it will not consciously manipulate temporary assignments in order to circumvent the provisions of this Paragraph.

ARTICLE XXVII
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.
- B. Upon earning an Associate's Degree, an officer shall receive \$750.00 per year.
- C. Upon earning a Bachelor's Degree, an officer shall receive \$1,000.00 per year.
- D. In disputes, the Department Director will be the sole judge whether the college credit earned is "police related".
- E. 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 employee's regular pay check.

ARTICLE XXVIII
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 XXIX
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 personnel file and shall additionally be awarded two (2) 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 personnel file and he shall be awarded one (1) compensatory day in recognition of said service.

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

ARTICLE XXX
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 the police powers of the municipality.

B. 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 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 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 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 acts.

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

C. An employee may see his 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 personnel file, he may do so and his written statement shall become part of the personnel file. The Chief of Police may disclose any officer's file to any third party provided her receives written permission therefor from the said officer, except if mandated by law. Officers shall be notified of the release of their personnel file, except in matters involving criminal investigations or lawsuits initiated by the officer.

D. 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.

E. Disciplinary action, with the exception of verbal warnings, are to be presented with a "Disciplinary Action Form" with a copy made available to the police 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 N.J.S.A. 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 criminal investigation, a police officer will have the right to be accompanied by counsel or any other person of the police officer's choosing during the entire interrogation of the member.

F. 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.

G. 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.

H. 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.

I. 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 XXXI
DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for 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 a 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 benefitting only members of the PBA. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967, N.J.S.A. (R.S. 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.

B. 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.

C. 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 XXII

DETECTIVES

A. Each officer assigned to the Major Crime Unit shall receive a stipend of \$750.00 per annum during the period of each assignment.

1. Payment of this stipend may be received by the officer either distributed equally in his payroll payment or received in a lump sum denomination on or after July 1st of the same calendar year.
2. Each officer in the position up to July 1st of the calendar year shall receive the full payment for the remainder of the year irregardless of transfer out of said unit after July 1.

B. As of January 1, 1995, all members of the Major Crime Unit will be classified as Detectives.

C. An officer classified as a Detective may be declassified and re-assigned as a patrolman when/if:

1. Unfavorable recommendation is received from the squad Sergeant, or Superior Officer, or
2. Documentation that demonstrate(s) unacceptable levels of performance, or
3. Departmental disciplinary action of repetitious major or severe nature is concluded.
4. Other sufficient cause.
5. Declassified Detective may be reconsidered for future consideration for the position.

D. Declassification procedure shall be:

1. Written notification from the Chief of Police or his designee indicating reason and/or problems.
2. Thirty (30) day (calendar) probationary period to correct indicated problems of reasons.

3. Declassification and return to patrolman status as per written notification from the Chief of Police.

ARTICLE XXXIII
TERM AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2010 and shall remain in effect up to and including December 31, 2012.

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).

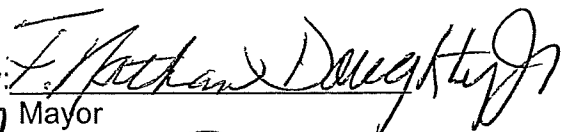
It is agreed that the terms and conditions of this Agreement shall remain in full force and effect during negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Township of Middle, New Jersey on the 26th day of July, 2010.

**WILDWOOD LOCAL No. 59
POLICEMEN'S BENEVOLENT
ASSOCIATION OF NEW JERSEY**

**TOWNSHIP OF MIDDLE,
CAPE MAY COUNTY, NEW JERSEY**

By: 
Negotiations Committee Chairman

By: 
DEPUTY Mayor

By: _____

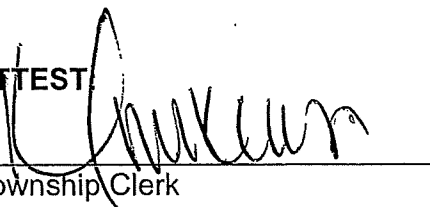
By: 
Business Administrator

By: 
PBA Local #59, Representative

ATTEST:


Negotiations Committee Secretary

ATTEST


Township Clerk

SCHEDULE A

**Wage Guide for Officers
Hired before July 1, 2010**


	July 1, 2009	July 1, 2010	July 1, 2011	Apr 1, 2012
Sergeant	\$97,903	\$99,372	\$102,104	\$104,912
Twelfth Year	\$90,952	\$92,316	\$94,855	\$97,463
Eleventh Year	\$90,652	\$92,012	\$94,542	\$97,142
Tenth Year	\$85,186	\$86,464	\$88,842	\$91,285
Ninth Year	\$79,721	\$80,917	\$83,142	\$85,428
Eighth Year	\$74,256	\$75,370	\$77,443	\$79,572
Seventh Year	\$68,791	\$69,823	\$71,743	\$73,716
Sixth Year	\$63,325	\$64,275	\$66,042	\$67,859
Fifth Year	\$57,860	\$58,728	\$60,343	\$62,002
Fourth Year	\$52,395	\$53,181	\$54,643	\$56,146
Third Year	\$46,930	\$47,634	\$48,944	\$50,290
Second Year	\$41,464	\$42,086	\$43,243	\$44,433
Probation	\$35,999	\$36,539	\$37,544	\$38,576
Academy	\$30,890	\$31,353	\$32,216	\$33,101

SCHEDULE B

**Wage Guide for Officers
Hired after July 1, 2010**

	July 1, 2010	July 1, 2011	Apr 1, 2012
Sergeant	\$99,372	\$102,104	\$104,912
Sixteenth Year	\$92,316	\$94,855	\$97,463
Fifteenth Year	\$88,754	\$91,194	\$93,702
Fourteenth Year	\$85,340	\$87,687	\$90,098
Thirteenth Year	\$82,058	\$84,314	\$86,633
Twelfth Year	\$78,750	\$80,915	\$83,141
Eleventh Year	\$74,857	\$76,916	\$79,031
Tenth Year	\$70,687	\$72,631	\$74,628
Ninth Year	\$66,498	\$68,326	\$70,205
Eighth Year	\$62,380	\$64,095	\$65,858
Seventh Year	\$58,245	\$59,846	\$61,492
Sixth Year	\$54,282	\$55,775	\$57,309
Fifth Year	\$50,495	\$51,884	\$53,311
Fourth Year	\$46,841	\$48,129	\$49,453
Third Year	\$43,331	\$44,523	\$45,747
Second Year	\$39,900	\$40,997	\$42,124
Probation	\$36,539	\$37,544	\$38,576
Academy	\$31,353	\$32,216	\$33,101

Date Revised: July 21, 2010

PBA: 

Township: 