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**THIS DOES NOT
CIRCULATE**

MIDDLETOWN TOWNSHIP POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL 124

Monmouth

CONTRACT
1980-1981

LIBRARY
Institute of Management and
Labor Relations

JUL 21 1980

RUTGERS UNIVERSITY

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PREAMBLE

This Agreement made and entered into this _____ day
of _____ 1980, by and between the Township of Middletown,
a municipality in the County of Monmouth, State of New Jersey, here-
inafter referred to as the "EMPLOYER" or the "TOWNSHIP", and the
TOWNSHIP OF MIDDLETOWN P.B.A. LOCAL 124, hereinafter referred to as
the "ASSOCIATION", and represents the complete and final understanding
by the parties on all bargainable issues and practices and policies
as described in _____. For purposes of this Agreement, use of the
words employee, officer or police officer shall intend to include all
members of the bargaining unit.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Township of Middletown P.B.A. Local 124, as the exclusive collective negotiations agent for all officers and men in the Police Department of the Township, with the exception of the Chief of Police and the Deputy Chief of Police.

B. The title of Policeman shall be defined to include the plural as well as the singular and to include males and females, and the use of the words employee, policeman or officer shall be intended to include all persons of the bargaining unit.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment.

Such negotiations shall begin on October 1, 1981 or as soon thereafter as practicable, but not later than October 15, 1981 of the calendar year in which this Agreement expires or as per P.E.R.C. rules and regulations. Any agreement so negotiated shall apply to all the duly certified members of the Unit, be reduced to writing, be signed by the authorized representatives of the Township and the Association and adopted by the Township.

B. During negotiations, facts, opinions, proposals and counterproposals will be exchanged freely by the parties thereto.

The Township shall furnish the Association representatives with detailed information concerning the financial resources of the Township and the tentative line item for police officers' salaries in the itemized budget prior to the adoption of the budget, if such figures are available prior to the date (s) on which negotiations are held, and, if not as soon as possible thereafter.

C. Neither party shall have control over the selection of negotiating representative of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiations at their individual expense. Clerical assistance shall be provided by the Township only during the period of actual negotiations.

D. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

E. In all negotiation sessions one person with authority to represent each side shall be present at the meeting. For this purpose the parties agree that no negotiation session shall begin unless the Association is represented by either its President or Vice-President and the municipal governing body is represented by either the Mayor or an elected Committeeman, or their representative appointed by the Township Committee to carry out negotiations, except the Association has the right to request that the Mayor or an elected Committeeman be present at the next meeting. The Mayor and the Committeeman have the right to reject the request. In addition to the persons required to begin negotiation sessions, either side may bring to the negotiation sessions any representative it may choose, including, but not limited to their respective attorneys, negotiating representatives or the Township Business Administrator.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association shall be permitted to transact official Association business on Township property at all reasonable times, provided that this shall not interfere with or interrupt normal Township operations.

B. In accordance with basic practice, the Township shall grant the President and State Delegate of the Association or the person acting as President (hereinafter referred to as his representative), such time as is necessary to conduct his responsibilities as President, or his representative of the Township of Middletown P.B.A. Local 124, and he shall be paid for any time spent if it is during his regular tour or work week. Included in this absence from duty with pay shall be attendance by the President or his representative at conventions; and other meetings of the Policemen's Benevolent Association or other bargaining units or professional organizations in the business of which the Middletown P.B.A. has an interest.

C. The Association shall have the right to use the inter-township mail facilities and township hall mail boxes as it deems necessary and without approval of any administrator or management personnel.

D. Grievance Committee - The Township shall permit members of the Association Grievance Committee (not to exceed 3) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department to

its proper effectiveness. Only one (1) member of the Association Grievance Committee shall be permitted to conduct the business of the Committee at any one time except that the three (3) members of the Association Grievance Committee shall be permitted to confer with the Chief of Police or his designee, the Township Administrator or the Director of Public Safety.

E. Convention Committee: The Township agrees to grant the necessary time off without loss of pay to the President of the Local and such other members of the Association selected as delegates to attend any State or National Convention of the New Jersey Policeman's Benevolent Association as provided under N.J.S.A. 11:26C-4.

F. The Association shall have the right to conduct meetings at reasonable times on municipal premises provided 24 hour notice is first given to the Employer by giving such notice to the Business Administrator before the meeting is to begin. The Employer shall select an appropriate place, depending on the number of persons to attend as estimated by the Association. The Association shall not be required to identify the persons who are to attend the meeting, nor may the meeting interfere with the efficiency of the Police Department.

G. If the other departments receive money to defray their cost to conventions, the P.B.A. delegates shall receive the same.

ARTICLE IV
BILL OF RIGHTS

SECTION 1

(a) Employees covered by this agreement hold a unique status as public officers in that the 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 contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to 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 an employee shall be at a reasonable hour, preferably when the member of the force is on duty.

(2) The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall 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, meals, telephone calls, and the rest period, as are reasonably necessary.

(4) The complete interrogation of the employee shall be recorded mechanically or by Department stenographer. There will be no "OFF THE RECORD" questions. All recesses called during the questioning shall be recorded.

(5) The employee 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.

(6) If an employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation, and shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(7) In all cases and at every stage of the proceedings the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his P.B.A. representative (s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said employee.

(c) This article shall not preclude a supervisors right to question subordinates relative to their daily activities.

ARTICLE V

SENIORITY

SECTION I

Traditional principles of seniority shall apply to employment covered by this Agreement as to selection of vacation periods, compensatory days off, transfers, reduction in force, and promotions, where the qualifications of the eligible employees are equal, except where the promotions are governed by Civil Service statutes, rules or regulations. Seniority is defined to mean the accumulated length of service with the Department, computed from the date of certification by the Department of Civil Service. An employee's length of service shall not be reduced by time lost to authorized leave of absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon. Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge
- (b) Resignation
- (c) Absence for five (5) consecutive calendar days without leave or notice of justifiable reason for failing to give same.

Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action. The interpretation and application of this Article shall be in conformity with all applicable statutes and rules and regulations.

ARTICLE VI

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer, or any of its agents, or the Association, or any of its agents, against employees covered by this Agreement because of membership or non-membership, or for activity or inactivity in the Association. The Employer shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

No assignments can be made for punitive reasons.

ARTICLE VII

SAFETY REGULATIONS

In the interest of the safety of the uniformed patrolmen and the patrolmen in general, the number of patrolmen assigned to road patrol duty during a shift, shall not be less than six.

The employer may determine the number of patrol cars and/or patrolmen assigned to the Shift. The minimum number of patrolmen assigned to cover a shift exclusive of supervisory personnel shall not be less than six men for road duty.

ARTICLE VIII

SICK LEAVE

A. All permanent full time employees covered by this Agreement shall be granted sick leave with pay in the amount of (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. The employer reserves the right to extend sick leave.

B. An employee absent on sick leave shall report his absence at least two (2) hours prior to the start of his shift except where emergent circumstances would prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible. Employees who normally report to work at seven (7:00) A.M. shall report their absences at least one (1) hour prior to the start of their shift.

C. Absence from employment due to any service or job connected illness or injury shall not be charged against current or accumulated sick leave.

Officers will be paid their regular pay rate for a period of up to 52 weeks beginning on the first day of injury or service connected disability. Any temporary disability benefits paid by Worker's Compensation covering that 52 week period will be paid to the Employer.

Intentionally self-inflicted injuries shall not be covered under this provision, nor shall gross negligence. The burden of proof on these exceptions rests solely with the Township Committee/Management.

Any employee who accepts or continues outside employment

while receiving disability payments under this section, shall be deemed physically fit to return to duty subject to loss of disability.

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

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

F. In the event a disagreement should arise between a member of the Association and the Employer with respect to the existence or extent of a job-connected disability or illness, such issues shall be determined by a physician who shall be mutually agreed upon by the parties on the basis of his qualifications.

In the event there shall be a disagreement between the parties as to the results of the physician's examination, it shall be submitted directly to arbitration in accordance with the terms of this agreement.

G. Should an officer, at the time of his retirement or separation from service, have accumulated but not used sick leave, he shall be paid at the rate of 100% of the amount accumulated, provided however he has served twenty (20) years or more, and separation is of a voluntary nature. Accrued Holiday leave shall be paid at 100% of salary. Said officer shall be paid for his accumulated sick leave and holiday time at the same rate of pay as he was earning at the time of his separation from service.

ARTICLE IX

CHECK OFF

A. Upon receiving the written voluntary authorization and assignment of the employee covered by this Agreement (in the form agreed upon between the Employer and the Association and consistent with applicable statutes, regulations and procedures), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof, the Employer shall promptly remit quarterly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Association.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

ARTICLE X

HOURS

A. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employees' services continually throughout the seven day week and that the standard work week shall consist of 40 hours of work within said standard work week.

B. Each tour of duty shall be for eight (8) hours of work.

C. Shift assignments for each officer shall be made as uniformly as others are made in his Division. No officer shall be discriminated against in terms of rotation of the shift assignments.

D. Whenever the Police Department of the Township is requested or required to furnish men for any work assignments, these assignments shall be offered impartially to the Regular Police Officers before being offered to Special Officers. Only those assignments not chosen by Regular Officers shall be offered to Special Officers.

E. Management has the right to change shifts or the hours worked but must negotiate any impact of its' changes, wages, overtime and other compensation with the Association.

ARTICLE XI

OVERTIME

A. The Employer agrees that overtime consisting of time and one-half (1-1/2) shall be paid to all uniformed employees. Lieutenants not regularly assigned to rotating shifts in the patrol and traffic divisions, and Captains and Detectives covered by this Agreement, shall not be paid time and one-half (1-1/2) for hours worked in excess of the normal work day of eight (8) hours and for any normal work week in a seven (7) day period of more than forty (40) hours.

B. Employees shall not be paid overtime for hours of work in excess of the normal work day unless such overtime is authorized by the Chief of Police or the officer in charge of the shift.

C. Any additional time beyond the tour as defined herein shall be paid at the rate of time and one-half (1-1/2). In the event an employee is required to work fifteen (15) minutes or more of overtime, he shall be paid as though he had worked one-half (1/2) hour. If he is obliged to work more than forty-five (45) minutes but less than one (1) hour, he shall be paid as though he had worked an hour. For any portions thereafter, time will be compensated in the manner described above.

D. In the event a uniformed officer including captains and lieutenants, but not detectives, is called into duty other than for his normal assignment, he shall be paid overtime at time and one-half (1-1/2) for all time worked during such periods, but in no case shall he be paid for less than four (4) hours at the rate.

E. The Chief of Police may, from time to time call general police meetings, not to exceed two (2) annually, and the

Parties agree that no payment shall be made to the employee covered by this Agreement for attendance at said meeting.

F. Any employee, including lieutenants, captains, detectives, whose presence shall be required in any court, including municipal county, superior, or in any administrative hearing in the Department of Motor Vehicles, at a time other than when they are on duty, shall be paid for that time at the rate of time and one-half (1-1/2). This shall include officers responding to their own complaints, as witnesses at the direction of their superior officers or the Chief of Police, and in response to subpoenas from any court, on call attendance in court in lieu of subpoena arranged by either the prosecutor's office, superior officers of the department, the Chief of Police, or attorneys representing parties in civil litigation, criminal-prosecution or defense, or administrative hearings.

G. Unusual assignments. If an employee, including all lieutenants, captains and detectives, is assigned to any unusual responsibility outside the municipality other than court assignments, extraditions, investigations out of the county or out of the state, assigned educational pursuits, riots, civil disturbances and other similar matters, or to offer assistance to another department, municipality, or other governmental agency for support, as in a civil disorder, he shall be paid in the following manner:

(a) In each 24 hour period an officer shall be paid eight (8) hours of straight time

(b) For additional time involved in a job assignment, but exclusive of any free time - time and one-half (1-1/2) which time shall include the time expended in transportation to and from the scene and the Township of Middletown.

H. Compensatory Time. Where overtime payments in accordance

with the above sections are earned, the employee may as his option elect to take compensatory time off at the same time and one-half (1-1/2) rate. This compensatory time off shall be taken at such times as the Chief of Police in his discretion believes the employee's absence will not impair the good and order of the Department.

Permission to take compensatory time off shall be granted sufficiently early so that it shall be taken within 120 days of accrual. If not taken within 120 days of accrual, it shall be forfeited, unless circumstances are such that the Township Administrator feels forfeiture is not proper.

ARTICLE XII

VACATIONS

A. Employees shall earn during the first year of employment one day of vacation for each month employed as vacation with pay at his regular rate of pay.

B. After the first year of employment each employee shall earn the following working days off as vacation with pay at their regular rate of pay:

After one (1) year but less than five (5) years

After five (5) years but less than ten (10) years

After ten (10) years but less than fifteen (15) years

C. The vacation time provided in B above shall be prorated depending upon the anniversary of each employee's employment in the following manner:

One through five years (regardless of anniversary of employment)

12 working days

Anniversary Date	Quantum of Vacation Days
6th year from Jan. 1st to April 30th	15 days
May 1st to Aug. 31st	14 days
Sept. 1st to Dec. 31st	13 days
11th year from Jan. 1st to Feb. 28th	20 days
Mar. 1st to Apr. 30th	19 days
May 1st to June 30th	18 days
July 1st to Aug. 31st	17 days
Sept. 1st to Dec. 31st	16 days

D. After the fifteenth year of service, employees shall receive an additional day of vacation with pay at their regular rate of pay for each year employed beyond fifteen (15) years. This day off shall be received during the year earned. Thus, an employee after 23 years shall receive twenty-eight (28) days vacation during the 23rd year. No more than thirty (30) days may be carried over to the following calendar year without prior written approval of the Director of Public Safety.

E. All vacation time provided for herein may be accumulated from year to year up to an accumulation of thirty (30) days. No more than thirty (30) days may be carried over to the following calendar year without prior written approval of the Director of Public Safety, or the Township Administrator as the case may be.

ARTICLE XIII

DEATH IN FAMILY

A. Every employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family. Such leave shall be from the day of death up to and including the day of burial. "Family" shall include spouse, children, parents, brothers, sisters, and spouse's parents.

B. In the event of a death of relatives other than those enumerated, including first cousins and those as closely related as the (second degree of kinship), one day leave with pay shall be granted.

ARTICLE XIV

HOLIDAYS

A. The following shall be recognized as holidays under this Agreement:

New Year's Day	Christmas Day
Good Friday	Washington's Birthday
Memorial Day	Lincoln's Birthday
General Election Day	July 4th (Independence Day)
Veteran's Day	Labor Day
Colombus Day	Thanksgiving Day
Thanksgiving Friday	

B. Employees shall be entitled to three (3) personal days in 1980 and four (4) in 1981 with pay per year in addition to the holidays authorized in Section A of this Article. Reasonable notice shall be given to superior officers before these days are taken. The employee need not give any reason for the taking of personal leave.

C. Should the Township Committee or their agent, because of a special holiday proclaimed by the President of the United States, or the Governor of the State of New Jersey, or the Township Committee, or their agent give time off to personnel employed by the Township (excluding weather emergencies), the employees covered by this Agreement shall be awarded leave time in an amount equal to that given at such time that will not interfere with efficient police operations, or may at their option accumulate such time as compensatory time.

D. The sum of one (1) day's pay for each holiday shall be paid to each employee no later than the first day in December of the calendar year during which the holiday occurred. For time keeping purposes, this

sum shall be treated as a yearly earning. These payments shall be treated as a bonus and income taxes shall be withheld as though the same were paid over the entire calendar year.

ARTICLE XV

MEDICAL, SURGICAL AND HEALTH PLANS

A. The Employer will provide at no cost to the employee health insurance coverage as described in general terms herein, to cover full family responsibilities including husbands and wives of the employee and children of the employee below the age of 25, if said children are dependents and otherwise qualify under policy definitions.

B. The employer will provide at no cost to the employee health insurance coverage as described in general, of a quality and containing series of benefits at least equal to those provided by New Jersey Blue Cross/Shield and New Jersey Major Medical under the 750 Series/Rider J.

C. The employer will provide to the employee any dental, optical or prescription plan provided to other Township employees.

D. The Employer may change insurance carriers at its option provided substantially similar benefits are provided.

E. Pursuant to authority set forth in Public Laws 421 of Title 40, Chapter 11, the Employer agrees to provide such benefits enumerated in Sections A and B of this Article to all employees who have retired.

F. A booklet describing the foregoing benefits will be provided to each employee following the execution of the new contracts.

ARTICLE XVI

CLOTHING ALLOWANCE

A. A clothing allowance in the amount of seven hundred dollars (\$700.00) in 1980 and eight hundred dollars (\$800.00) in 1981 shall be paid by the Township of Middletown to all officers, as heretofore.

B. In the event of a uniform or equipment change ordered by the Department or Township Committee, the Township shall pay all cost incurred.

ARTICLE XVII

FALSE ARREST AND LIABILITY INSURANCE

A. The employer will keep in effect to cover each employee in the performance of his duty or for any litigation instituted alleged to have arisen in the performance of the officer's duties, a false arrest and liability insurance in the amount of One Hundred and Fifty Thousand (\$150,000.00) dollars per incident of exposure, Three Hundred Thousand (\$300,000.00) aggregate. If the Township offers to purchase, a policy which would offer like or better coverage, the Association can elect to accept either policy.

B. Since employees of this department are required by accepted tradition and policy to be armed 24 hours a day and to volunteer to suppress criminal acts and assume other law enforcement responsibilities at all times whether on regular duty assignment or not, and whether in the Township of Middletown or not, the employer agrees to obtain such false arrest and liability insurance coverage in a contract of insurance which shall provide coverage to the employee for acts occurring in pursuit of this policy beyond regular duty assignment. In the event such insurance is not obtained, the employer agrees to provide legal defense for an employee against whom a civil claim or a suit is instituted and to indemnify the employee for any damages awarded to a claimant. Any policy of insurance obtained in accordance with this provision shall be delivered to the employee bargaining unit's Executive Committee for examination and approval.

C. The Employer agrees to retain attorneys to defend any officers against whom charges are made by other than superior officers or against whom civil actions are instituted or criminal prosecutions begun which the insurance carrier alleges are deemed not to be covered by the policy. Such attorneys shall be as are acceptable to the officer involved and shall be paid the reasonable value of services rendered in accordance with the employment agreement with

the officer, with the exception that attorneys' fees for criminal defenses shall not be paid in the event of an unreversed conviction. In the event a conviction is reversed and the case remanded for trial, the Employer shall pay the attorneys for the work performed up until retrial, regardless of the outcome of the second trial.

ARTICLE XVIII

PENSIONS

The Employer shall continue to make contributions as heretofore set forth, to provide pension and retirement benefits to employees covered by this Agreement under the Police and Fireman's Retirement System pursuant to provisions of the statutes and law of the State of New Jersey. Contributions must be made on all sums paid to the employees which the Police and Fireman's Retirement Systems permits, whether or not mandatory.

ARTICLE XIX

VACANCIES AND PROMOTIONS

A. All vacancies which occur in the Table of Organization shall be filled within three months of the occurrence of the vacancy. Any vacancies which exist at the time of this agreement shall be filled within three months of the date of execution of this agreement.

B. All vacancies which occur, or promotions which are to take effect shall be advertised by posting on the bulletin board at least thirty days before the action is taken, or longer if such time is necessary, in order to permit application for such vacancies by the members of this unit. No person not a member of the unit shall be selected for promotion, or to fill a vacancy unless good cause is shown by the Employer.

C. Wherever provided by law or regulation, vacancies referred to herein shall be filled from an existing waiting list.

D. If the existing waiting list is exhausted at the time of the vacancy, the Employer, through the Chief of Police, shall request or call for an appropriate test within thirty (30) days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of the list resulting from the said test.

E. Existing waiting lists of promotions shall be valid for a period of three (3) years. The Employer reserves the right to amend such Table of Organization as it shall deem necessary for the best interest of the Township of Middletown.

F. For purposes of this section, the Employer will submit for inclusion in the Agreement a table of Organization which it intends to follow. This Table shall be included in the final draft of the Agreement.

G. Nothing contained herein shall waive the right of the Township Administrator or Director of Public Safety to change, or alter the Table of Organization for just cause, upon at least one (1) weeks proper notice to the Association and appropriate consent action of the Township Committee at a subsequent regular meeting to that notification.

DISCHARGE AND SUSPENSION

ARTICLE XX

A. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in Article XXI entitled "Grievance Procedure".

B. Upon any suspension, demotion, discharge, change of status or any other appropriate disciplinary action against any employee of this Association, a copy of such charges shall be forwarded to the President of the Association within five (5) working days after any such action against said employee is taken by the Employer.

C. This Article does not apply to probationary employees.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. In order to provide for an expeditious and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed. A grievance is hereby defined as a controversy arising over the application of, or adherence to the terms and conditions of this Agreement as it affects the members of the Association as Police Officers. A grievance may be filed by an individual, the Association on behalf of an individual, or group of individuals, or the Employer.

STEP ONE

The President of the Association, or his duly authorized and designated representative, shall present and discuss the grievance or grievances orally with the immediate supervisor within thirty (30) days of the occurrence giving rise to the grievance, otherwise said grievance shall be deemed waived. The immediate supervisor shall answer the grievance within five (5) working days from the date of the presentation.

STEP TWO

If the grievance is not resolved at Step One, or if an answer has not been received by the Association within the time set forth in Step One, the Association shall present the grievance in writing within five (5) working days, furnishing one (1) copy to the Police Chief and the other to the Business Administrator. This presentation shall set forth the position of the Association. At the request of either party, discussion to settle said grievance may ensue. The Police Chief shall answer the grievance in writing within five (5) working days after receipt of said grievance. At his option, the Chief of Police, with the consent of the Director of Public Safety may refer the handling of this step to the Director of Public Safety.

All actions, however, in the event the option is exercised, must be taken within the time frames as provided herein.

STEP THREE

If the grievance is not resolved at Step Two, or if no answer has been received by the Association within the time set forth above, the grievance may be presented in writing to the Mayor and Township Committee within five (5) working days. The final decision of the Mayor and the Township Committee shall be given in writing to the Association within fourteen (14) working days after receipt of the grievance by the Mayor, Township Committee/ and Administrator.

B. If the grievance has not been settled by the parties at Step Three of the Grievance Procedure, or if no answer in writing by the Mayor, Township Committee and Township Administrator, has been received by the Association within the time provided above, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration or to avail himself of all legal remedies at his disposal as provided by Title 40 A of the revised Statutes of New Jersey. The aggrieved employee shall make an election in writing, as he is not entitled to pursue both remedies. This written election of remedy shall be transmitted by the President of the Association, or his duly authorized representative, to the Township Administrator.

C. Grievances initiated by the Employer shall be filed directly with the Association within seven (7) working days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) working days after the filing of a grievance between representatives of the Employer and the Association in an earnest effort to adjust the differences between the parties. In the event no such agreement has been satisfactorily made within twenty (20) calendar days after such meeting, either party may within ten (10) calendar days

thereafter, file for arbitration in accordance with Article XXII

ARTICLE XXII

ARBITRATION

A. If a grievance is not settled under Article XXI such grievances shall, at the request of either the Association or the Employer, be referred for binding arbitration to the State Board of Mediation for the selection of an arbitrator according to its rules.

B. An arbitration hearing shall not be scheduled sooner than thirty (30) calendar days after the final decision of the Mayor and the Township Committee unless the Committee otherwise elects. If the aggrieved elects to pursue legal remedies provided by Title 40 A, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

C. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall also be bound by applicable Federal and State Law and cases. He shall have no authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

D. The cost of the services of the arbitrator shall be borne equally between the Association and the Employer. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XXIII

SALARY

A. Effective January 1, 1980, the annual base salary for each of the classifications set forth below shall be as follows:

<u>CLASSIFICATIONS</u>	<u>BASE SALARY</u>
Patrolman in the first year of service	\$10,921.00
Patrolman in the second year of service	\$13,713.00
Patrolman in the third year of service	\$16,729.00
Patrolman in the fourth year of service	\$19,197.00
Sergeant	\$20,843.00
Lieutenant	\$22,693.00
Captain	\$24,545.00

B. Effective January 1, 1981, the annual Basic Salary for each of the classifications set forth below shall be as follows:

<u>CLASSIFICATIONS</u>	<u>BASE SALARY</u>
Patrolman in the first year of service	\$11,904.00
Patrolman in the second year of service	\$14,947.00
Patrolman in the third year of service	\$18,235.00
Patrolman in the fourth year of service	\$20,925.00
Sergeant	\$22,719.00
Lieutenant	\$24,735.00
Captain	\$26,754.00

C. Whenever an employee is assigned in writing under the authority of the Chief of Police to a higher job classification involving the performance of higher responsibilities, such employee shall be paid at the hourly rate of such assigned classification.

D. In addition to the salaries provided heretofore, detectives

shall be paid a differential, because of their increased responsibility,
of \$500.00 per year in addition to the salary provided above and the longevity
provided in Article XXIV

ARTICLE XXIV

LONGEVITY

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

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

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

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

ARTICLE XXV

TERMINAL LEAVE AND TERMINAL PAY

A. Any employee whose employment is terminated shall be entitled to terminal leave for such accrued leave as set forth and provided for in Article V and IX of this agreement.

B. If the laws of New Jersey do not permit the lump sum payment provided in the option as set forth above, the accumulated vacation and sick leave shall be granted as terminal leave in an amount set forth in Articles V and IX.

ARTICLE XXVI

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operations of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Township.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work along with such other stops as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walkout or job action it is covenanted and agreed that participation in any such activity by a member of the Association shall entitle the Township to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

E. Nothing contained in the Agreement shall be construed

to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction of damages, or both, in the event of such breach by the Association or its members of this Article.

ARTICLE XXVII

EDUCATIONAL INCENTIVE

A. The Employer agrees to pay each employee of the Department, in addition to his annual salary, an educational incentive based upon the following table.

1. Associated Degree	\$100.00
2. Bachelors Degree	\$250.00
3. Masters Degree	\$400.00

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

B. The Employer agrees to pay each employee of the Department, full reimbursement for college tuition and required books for college courses. It is understood and agreed, however, that the degree referred to heretofore shall be in subject matter related to police responsibility. This shall include, in addition to police science, business administration, chemistry, any of the branches of laboratory and investigative sciences, public relations, paramedical courses, mechanical sciences or engineering reasonably relevant to police investigation or experience, law, social sciences, criminology, police administration, criminal justice or public administration. The enumeration of these course offerings is not intended to limit, but to describe the broad range of education necessarily relevant to police work. All courses taken while in employment in Middletown, shall be subject to prior written approval of the Director of Public Safety.

ARTICLE XXVIII

LIFE INSURANCE

The Employer shall provide each employee with term life insurance having a death benefit of \$20,000.00, plus double indemnity for accidental death. If the Township purchases a policy which would offer relative or better coverage, the Association can elect to accept either policy. The policy shall be a term life insurance policy and shall provide that it may be converted by the individual to an individual whole life policy at the termination of employment or retirement.

ARTICLE XXIX

DURATION

A. The term of this Agreement shall be from January 1, 1980, through December 31, 1981.

B. In the absence of written notice given not more than one hundred eighty (180), nor less than one hundred fifty (150) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as appropriate notice is given prior to the annual expiration, in accordance with the terms of this Article.

C. If, following receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

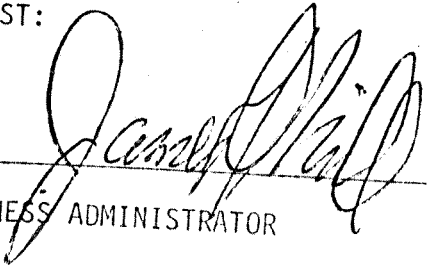
ARTICLE XXX

SCOPE OF AGREEMENT

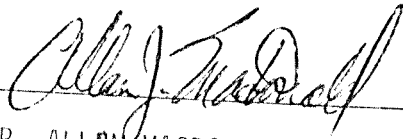
This Agreement represents the positions which the parties have negotiated. Any disputes concerning the terms and conditions of employment which arise during the term of this Agreement, the application of policy, regulations and the terms of the Agreement shall be subject to binding arbitration as provided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

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and seals the _____ day of January, 1980.

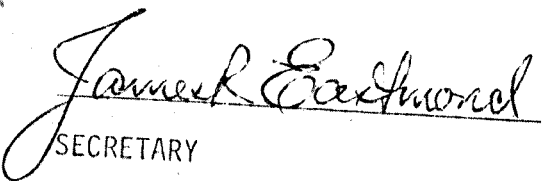
ATTEST:


BUSINESS ADMINISTRATOR

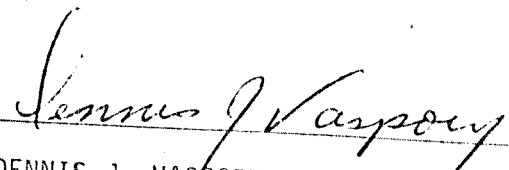
TOWNSHIP OF MIDDLETOWN


MAYOR, ALLAN MACDONALD

ATTEST:


SECRETARY

TOWNSHIP OF MIDDLETOWN, PBA LOCAL 124


DENNIS J. VASPORY, PRESIDENT