

MEMORANDUM OF AGREEMENT
TOWNSHIP OF MIDDLE
and
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 59
MIDDLE TOWNSHIP UNIT

WHEREAS, the TOWNSHIP OF MIDDLE (Town) and PBA LOCAL 59 - MIDDLETOWNSHIP UNIT (Union), herein collectively referenced as "the Parties", have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2019 through December 31, 2021; and

WHEREAS, as a result of negotiations, the Union and Town have reached an agreement on changes to terms and conditions of the CBA to be included in a successor contract.

WHEREAS, the Union and the Town desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement (MOA), the terms of which shall be included in a successor agreement.

WHEREAS, the Parties understand that the successor agreement needs to be approved and ratified by the Town's Governing Body and the Union; and the respective bargaining agents of the Parties will recommend ratification and approval of this MOA to Parties.

NOW THEREFORE, the Parties agree the 2019 - 2021 contract shall be modified consistent with the following:

1. PREAMBLE. The preamble section above is hereby incorporated by reference as if fully set forth herein.
2. DURATION. The first sentence of Article XXXIII on page 31 of the current contract shall be deleted in its entirety and replaced as follows:

"This Agreement shall be in full force and effect from January 1, 2022 and shall remain in effect to and including December 31, 2025."

3. SALARY. Article XXIV, paragraph A, Exhibit A, and paragraph B on page 24 shall be deleted and replaced as follows:

"WAGES

A. Effective January 1, 2022, the wage guide for the term of this contract shall be as shown below and pursuant to the MOA agreed to by the Parties. Officers shall move one step on the guide and receive raises on January 1st of each year, in accordance with the guide below and

the provision addressing new officers. Upon expiration of this contract, step movement on the wage guide shall continue unless otherwise mutually agreed upon by the parties.

	3.00%	2.50%	2.50%	2.00%
	2022	2023	2024	2025
Sgt	122,695.96	125,763.36	128,907.45	131,485.59
15	112,591.55	115,406.33	118,291.49	120,657.32
14	105,562.64	108,201.71	110,906.75	113,124.88
13	101,339.64	103,873.13	106,469.96	108,599.36
12	96,601.64	99,016.68	101,492.10	103,521.94
11	91,637.04	93,927.97	96,276.17	98,201.69
10	86,899.04	89,071.52	91,298.30	93,124.27
9	82,161.04	84,215.07	86,320.44	88,046.85
8	77,423.04	79,358.62	81,342.58	82,969.43
7	72,685.04	74,502.17	76,364.72	77,892.01
6	67,947.04	69,645.72	71,386.86	72,814.60
5	63,209.04	64,789.27	66,409.00	67,737.18
4	57,228.86	58,659.58	60,126.07	61,328.59
3	52,490.86	53,803.13	55,148.21	56,251.17
2	45,938.00	47,086.45	48,263.61	49,228.88
1	42,500.00	43,562.50	44,651.56	45,544.59

B. All new hires shall start at Step 1. Upon graduation from the police academy, an officer shall move to Step 2 on the date of January 1st immediately following their academy graduation date.”

The above salary guide shall result in the officer salaries set forth Exhibit B, attached hereto.

4. COLLEGE CREDITS. Article XXVI, paragraphs “A”, “B” and “C” on page 25 shall be deleted and replaced respectively as follows:

“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 for this benefit per calendar year shall be as noted below for employees with an Associate’s and Bachelors Degree, respectively. Employees that do not have a degree shall not receive more than \$1,000 in a calendar year.”

“B. Upon earning an Associate’s Degree, an officer shall receive \$1,000 per year.”

“C. Upon earning a Bachelor’s Degree, an officer shall receive \$1,250 per year.”

5. CLOTHING. Article XIV, paragraph B, page 14 shall be amended to delete the first sentence and replace it as follows:

"The parties further agree that all Detectives shall receive a clothing allowance of \$600.00 and that the Special Services Unit, which encompasses the School Resource Officer(s)(as assigned by Shared Services Agreements), Juvenile Officer and two (2) training officers, shall receive a clothing allowance of \$300.00."

6. MAJOR CRIMES STIPEND. Article XXXI, paragraphs "A" and "B", on page 30 shall be deleted and replaced, respectively as follows:

"A. Each officer assigned to the Major Crimes Unit shall receive a stipend of \$2,000 annually to be paid in the first pay period in December or a pro-rated amount of this stipend should they be assigned after January 1st."

"B. All members of the Major Crimes Unit will be classified as Detectives."

7. JUNETEENTH HOLIDAY. Article XI, paragraph A, page 9 shall be amended to include "Juneteenth" as a regular holiday.

8. FTO. Article VIII, paragraph C on page 8 shall be amended to replace the last sentence of the paragraph as follows:

"The total accumulated FTO stipend paid to an individual field training officer shall not exceed \$1,000.00 per calendar year."

9. HEALTH CARE PLAN CHANGE IN 2019. Article XIII, paragraph A, page 12 shall be amended to delete Paragraph A addressing outdated language and replace it as follows:


"The Township shall offer medical and prescription health insurance benefits coverage to employees and their dependents through the State Health Benefits Plan, including but not limited to the New Jersey Direct 2030 Plan. Contributions for health care insurance shall be made in accordance with P.L. 2011, Chapter 78."

10. TABLE OF CONTENTS. A table of contents shall be added to the revised CBA in a form acceptable to the parties.

11. **SUBSTANTIVE CHANGES.** The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2019 through December 31, 2021 agreement that is not affected by this document shall remain in the new agreement.
12. **MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA.** All other provisions in the January 1, 2019 -- December 31, 2021 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2022 to December 31, 2025.
13. **WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN.** All proposals and terms not provided in this MOA are hereby withdrawn and waived by the parties.
14. **PARTIES' GOOD FAITH TO FINALIZE CONTRACT.** The Town acknowledges it will process retroactive payments resulting from this executed MOA as expeditiously as possible, and the Parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.
15. **CONSTRUCTION.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. However, since each party to this Agreement and their counsel have reviewed and negotiated this Agreement, the general rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.
16. **RATIFICATION.** The union and the Town acknowledge the terms of this MOA need to be ratified by the Union and need to be approved by the Middle Township Governing Body. By signing this document, representatives of the parties agree they are prepared to recommend ratification/approval to and by the parties, respectively.

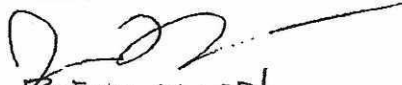
Subject to the ratification provisions set forth above, the union and the Town signify and acknowledge their agreement to the terms listed above, by the signatures of their duly authorized representatives.

PBA 59

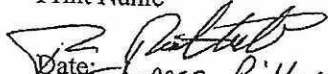


 James D'Alonzo
 Print Name

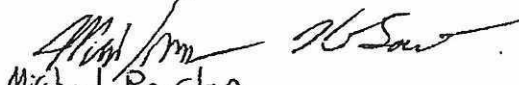
Date:



 Brian Murphy
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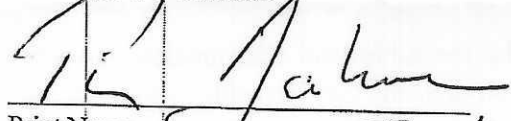


 Date: Thomas Ritterhoff



 Michael Reardon

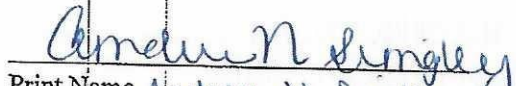
MIDDLE TOWNSHIP



 Timothy Donohue
 Print Name

Date:

11/23/21



 Andrea N. Singley, Deputy Clerk
 Print Name

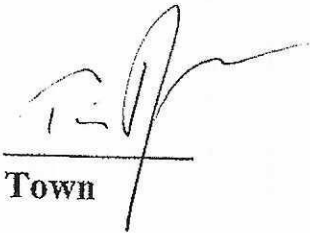
Date:

11/23/2021

EXHIBIT B - OFFICER SPECIFIC SALARIES

Last Name	First Name	2022	2023	2024	2025
BAKLEY	MARK	67,947.04	74,502.17	81,342.58	88,046.85
BRADLEY	RAYMOND	77,423.04	84,215.07	91,298.30	98,201.69
BRYAN	JOSHUA	122,695.96	125,763.36	128,907.45	131,485.59
BAZCEK	CHRISTOPHER	42,500.00	47,086.45	55,148.21	61,328.59
CASTELLANO	GINO	112,591.55	115,406.33	118,291.49	120,657.32
CUOMO	JENNA	57,228.86	64,789.27	71,386.86	77,892.01
DALONZO	JAMES	112,591.55	115,406.33	118,291.49	120,657.32
DECECCO	GREGORY	63,209.04	69,645.72	76,364.72	82,969.43
FLOUNDERS	THOMAS	67,947.04	74,502.17	81,342.58	88,046.85
GEIGER	DANIEL	105,562.64	115,406.33	118,291.49	120,657.32
GITTLE	PAMELA	63,209.04	69,645.72	76,364.72	82,969.43
HAGAN	DAVID	112,591.55	115,406.33	118,291.49	120,657.32
HIGGINBOTT	MARK	122,695.96	125,763.36	128,907.45	131,485.59
JOHNSON	PHILLIP	112,591.55	115,406.33	118,291.49	120,657.32
JONES	ALYSSA	45,938.00	53,803.13	60,126.07	67,737.18
JONES	ARMONDO	105,562.64	115,406.33	118,291.49	120,657.32
KARGE	SHAWN	72,685.04	79,358.62	86,320.44	93,124.27
LARKIN	LEONARD	122,695.96	125,763.36	128,907.45	131,485.59
LINDHOLM	MARTIN	105,562.64	115,406.33	118,291.49	120,657.32
MACCORMACK	TREVOR	63,209.04	69,645.72	76,364.72	82,969.43
MARTIN	DANIEL	122,695.96	125,763.36	128,907.45	131,485.59
MARTIN	KENNETH	122,695.96	125,763.36	128,907.45	131,485.59
MARTINDALE	BLAKE	63,209.04	69,645.72	76,364.72	82,969.43
MARTINO	MATTHEW	112,591.55	115,406.33	118,291.49	120,657.32
MCINNIS	JONAS	67,947.04	74,502.17	81,342.58	88,046.85
MILLER	RONALD	122,695.96	125,763.36	128,907.45	131,485.59
MURPHY	BRIAN	122,695.96	125,763.36	128,907.45	131,485.59
MUSICK	JOSHUA	45,938.00	53,803.13	60,126.07	67,737.18
NORTON	JOHN	112,591.55	115,406.33	118,291.49	120,657.32
PASTORE	MICHAEL	77,423.04	84,215.07	91,298.30	98,201.69
REARDON	MICHAEL	67,947.04	74,502.17	81,342.58	88,046.85
RITTERHOFF	THOMAS	67,947.04	74,502.17	81,342.58	88,046.85
ROCCA	SHAWN	63,209.04	69,645.72	76,364.72	82,969.43
RUIZ	JULIO	112,591.55	115,406.33	118,291.49	120,657.32
RUNYON	THOMAS	63,209.04	69,645.72	76,364.72	82,969.43
RUSS	CHRISTOPHER	52,490.86	58,659.58	66,409.00	72,814.60
SAETTLER	KURT	112,591.55	115,406.33	118,291.49	120,657.32
SALVESEN	JEFFREY	82,161.04	89,071.52	96,276.17	103,521.94
SCHRADER	KERRI	45,938.00	53,803.13	60,126.07	67,737.18
SMITH	MICHAEL	45,938.00	53,803.13	60,126.07	67,737.18
STIEFEL	BENJAMIN	67,947.04	74,502.17	81,342.58	88,046.85
STOCKER	CLINTON	122,695.96	125,763.36	128,907.45	131,485.59
SUPER	TRACEY	122,695.96	125,763.36	128,907.45	131,485.59
SWEITZER	JASON	122,695.96	125,763.36	128,907.45	131,485.59
TROMBETTA	JOSEPH	45,938.00	53,803.13	60,126.07	67,737.18
URQUHART	TIMOTHY	42,500.00	47,086.45	55,148.21	61,328.59
VENETTA	PATRICK	45,938.00	53,803.13	60,126.07	67,737.18
VITOLA	JUSTIN	77,423.04	84,215.07	91,298.30	98,201.69
YOUNG	DYLAN	67,947.04	74,502.17	81,342.58	88,046.85
SAUNDERHOFF, JOHN		52,490.86	58,659.58	66,409.00	72,814.60
RIGG, JEFFREY		52,490.86	58,659.58	66,409.00	72,814.60
DAMIANO, PAUL		45,938.00	53,803.13	60,126.07	67,737.18


PBA 59


Town

TOWNSHIP OF MIDDLE
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION
481-21

Date: November 15, 2021

Subject: AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING -- PBA
LOCAL NO. 59 -- MIDDLE TOWNSHIP UNIT

Introduced By: Committeeman Gandy

Seconded By: Committeeman Norris

Vote -- Aye: Committeeman Gandy, Committeeman Norris, Mayor Donohue

Nay:

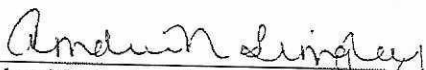
NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Middle, County of Cape May, State of New Jersey does hereby authorize the execution of the Memorandum of Understanding with the PBA Local 59 -- Middle Township Unit.

BE IT FURTHER RESOLVED, that the appropriate officials are hereby authorized to sign the final contract, inclusive of all final changes incorporated in the herein Memorandum of Understanding.

BE IT FURTHER RESOLVED, that the appropriate officials are hereby authorized to sign any and all documents in connection therewith.

I, Andrea N. Singley, Deputy Township Clerk of the Township of Middle, Cape May County, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting of said Middle Township Committee, held on November 15, 2021 and said Resolution was adopted by not less than a two-thirds vote of the members of the Township Committee.

Witness my hand and seal of
the Township of Middle, this
15th day of November, 2021


Andrea N. Singley, Deputy Township Clerk

NOV 15 11 50
SEWC