

**RESOLUTION 2017-65
AUTHORIZING A CONTRACT BETWEEN THE TOWNSHIP
AND MENDHAM TOWNSHIP - P.B.A. LOCAL 402
TO GOVERN SALARIES AND TERMS AND CONDITIONS OF EMPLOYMENT
FOR THE PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2019**

WHEREAS, pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., the Township of Mendham and the Mendham Township, P.B.A. Local 402, undertook negotiations concerning salaries and other terms and conditions of employment for police officers for the three-year period commencing January 1, 2017 and terminating on December 31, 2019; and

WHEREAS, the foregoing have resulted in authorization for the preparation of a proposed contract entitled "Agreement Between the Township of Mendham, in the County of Morris, New Jersey and the Mendham Township, Local 402, January 1, 2017 through December 31, 2019 and hereinafter referred to as the "Police Contract 2017-2019," a copy of which is on file in the office of the Township Clerk for public inspection; and


WHEREAS, the Township Committee believes it is in the best interests of the Township to approve and accept the aforesaid proposed contract and to authorize its execution by the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Mendham, in the County of Morris, New Jersey, as follows:


1. The Police Contract 2017-2019 is hereby approved pursuant to the Memorandum of Understanding entered into by the negotiating teams and the Mayor is hereby authorized and directed to execute said Contract on behalf of the Township and the Township Clerk is hereby authorized and directed to attest such Contract and to affix the Township seal thereto. When so executed and attested, said Contract shall constitute a legal and binding agreement of the Township.
2. This resolution shall take effect upon adoption.

Attest: May 8, 2017

TOWNSHIP OF MENDHAM,
COUNTY OF MORRIS



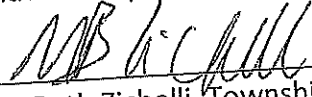
Mary Beth Zichelli, RMC, CMR
Township Clerk



Diana Orban Brown
Mayor

CERTIFICATION

I, Mary Beth Zichelli, Township Clerk of the Township of Mendham, in the County of Morris, New Jersey, do hereby certify the foregoing to be a true and correct copy of Resolution 2017-65 from the May 8, 2017 meeting of the Township Committee.



Mary Beth Zichelli, Township Clerk

AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF MENDHAM, IN THE COUNTY OF MORRIS

AND

MENDHAM TOWNSHIP P.B.A. LOCAL 402

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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PREAMBLE

This Agreement made on this 8th day of May, 2017 between the TOWNSHIP OF MENDHAM, IN THE COUNTY OF MORRIS, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and the MENDHAM TOWNSHIP P.B.A. Local 402 (hereinafter referred to as the "Association"), and the parties state that:

WHEREAS, pursuant to the Employer-Employee Relations Act, Chapter 303 of the Laws of 1968, as amended, N.J.S.A. 34:13A:1, et seq., the Association did form a bargaining unit for the purpose of collective negotiations with the Township concerning salaries and other working conditions; and

WHEREAS, both the Township and the Association believe in the soundness of the principal of collective bargaining; and the Association and the Township did negotiate concerning salaries and other working conditions for a three (3) year period commencing on January 1, 2017 and ending on December 31, 2019; and

WHEREAS, these negotiations have resulted in an Agreement respecting salaries and the terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do mutually covenant and agree respecting salaries and other working conditions as follows:

ARTICLE 1: SALARIES AND PROBATIONARY EMPLOYMENT

- A. All employees covered by this Agreement who are hired shall receive salaries in accordance with the following rates:

Employees Hired After January 1, 2011:

Permanent Member with Rank of Patrolman

Patrolman Steps

	<u>Salary</u>		
	<u>2017</u>	<u>2018</u>	<u>2019</u>
Probationary	\$43,569.14	\$43,569.14	\$43,569.14
STEP 1	\$46,644.61	\$46,644.61	\$46,644.61
STEP 2	\$50,745.23	\$50,745.23	\$50,745.23
STEP 3	\$54,845.86	\$54,845.86	\$54,845.86
STEP 4	\$59,971.64	\$59,971.64	\$59,971.64
STEP 5	\$63,047.11	\$63,047.11	\$63,047.11
STEP 6	\$68,172.89	\$68,172.89	\$68,172.89
STEP 7	\$72,273.52	\$72,273.52	\$72,273.52
STEP 8	\$77,399.30	\$77,399.30	\$77,399.30
STEP 9	\$82,525.08	\$82,525.08	\$82,525.08
STEP 10	\$87,650.86	\$87,650.86	\$87,650.86
STEP 11	\$91,751.48	\$91,751.48	\$91,751.48
STEP 12	\$97,386.84	\$97,386.84	\$97,386.84
STEP 13	\$101,186.00	\$101,186.00	\$101,186.00
STEP 14	\$104,986.00	\$106,035.86	\$107,096.22

Employees Hired Before January 1, 2011:

Permanent Members with Rank of Patrolman

<u>Patrolman Steps</u>	<u>Salary</u>		
	<u>2017</u>	<u>2018</u>	<u>2019</u>
Probationary	\$53,759.00	\$53,759.00	\$53,759.00
Step One	\$67,894.00	\$67,894.00	\$67,894.00
Step Two	\$75,319.00	\$75,319.00	\$75,319.00
Step Three	\$82,742.00	\$82,742.00	\$82,742.00
Step Four	\$90,168.00	\$90,168.00	\$90,168.00
Step Five	\$97,592.00	\$97,592.00	\$97,592.00
Step Six	\$106,067.17	\$107,127.84	\$108,199.12

Sergeants Steps

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Promotion to Sergeant	\$109,694.00	\$109,694.00	\$109,694.00
Sergeant – 1 st Year	\$110,849.00	\$110,849.00	\$110,849.00
Sergeant – 2 nd Year	\$112,006.00	\$112,006.00	\$112,006.00
Sergeant – 3 rd Year	\$113,169.00	\$113,169.00	\$113,169.00
Sergeant- 4 th Year	\$114,328.00	\$114,328.00	\$114,328.00
Sergeant 5 th Year	\$115,488.00	\$115,488.00	\$115,488.00
Sergeant 6 th Year	\$117,814.48	\$118,992.62	\$120,182.55

Salaries shall be increased at top step Patrolman and top step Sergeant as follows:

- 1/1/17 – 1%
- 1/1/18 – 1%
- 1/1/19 – 1%

Employees not at top step patrolman or top step Sergeant shall receive their step increment only on their anniversary dates.

- When employing a probationary officer, the Township Committee may, in its sole discretion, authorize a higher salary in recognition of prior police training and/or police experience.
 - Including service as a probationary officer in the Township.
- B. If an officer is hired before July 1 of the calendar year, such officer shall be entitled to the next January 1 negotiated cost of living increase, if any, and will receive his/her step increment on his/her hire date anniversary. If an officer is

hired after July 1 of the calendar year, such officer shall receive only his/her salary increment on his/her hire date anniversary, and thereafter be entitled to the next January 1 negotiated cost of living increase, if any.

- C. Every new employee shall serve a probationary period of one (1) year from the first day of actual work as a police officer with the Township regardless of prior police experience or training. At any time during such probationary period, employment may be terminated by the Township Committee without recourse. Employment by the Township shall automatically terminate one (1) year after employment as Probationary Officer, unless such person is appointed by the Township Committee as a permanent member of the Police Department.

D. Payroll to personnel covered by this Agreement shall be made twice per month, once on the 15th and once on the 30th. The bi-monthly payroll shall continue through the term of the current Agreement, but will revert to a bi-weekly payroll unless a majority of the officers agree to continue the bi-monthly payroll.

ARTICLE 2: GRIEVANCE PROCEDURE AND ARBITRATION

- A. As the Township and the Association desire to maintain an amicable and harmonious relationship so that the Township and its employees covered under this Agreement, as well as the public, will benefit and to avoid the occurrence of strife which might cause a disruption of efficient and progressive public service, and because the parties recognize that grievance procedures and arbitration have been sanctioned and encouraged by general public authority, the parties to this Agreement do hereby agree to the following procedure:

STEP 1. Should any difference or dispute arise between the Township and employees covered by this Agreement over the application or interpretation of the terms of this Agreement or any term or condition of employment, the parties will make an earnest effort to resolve and settle their differences within ten (10) days between the aggrieved employee and his immediate superior. Any grievance not brought to the attention of a Superior Officer within fifteen (15) days of its alleged occurrence shall be considered void.

STEP 2. If the grievance cannot be satisfactorily resolved within ten (10) calendar days by the immediate superior of the employee, the grievance shall be reduced to writing by the employee and submitted to the Chief of Police.

STEP 3. Should the Chief of Police fail to resolve the grievance within ten (10) calendar days after it is submitted to him, the matter shall be submitted to the Township Administrator who will have ten (10) days to reach a decision.

STEP 4. Should the Township Administrator fail to resolve the grievance within ten (10) calendar days after it is submitted to him/her, the matter shall be submitted to Chairman of the Police Committee who will have ten (10) days to reach a decision.

STEP 5. At the expiration of the time allowed the Chairman of the Police Committee to resolve the grievance, if the grievance is not resolved to the satisfaction of both parties, and if the grievance involves a dispute over an interpretation or application of this Agreement or its terms, the Association or the Township, may, within fifteen (15) days, request that the grievance be submitted to arbitration before an arbitrator mutually selected from a panel to be provided by the Public Employment Relations Commission under its rules then pertaining. Only the Township or the Association may file arbitration. The arbitrator shall have full power to hear and determine the dispute between the parties. The decision of the arbitrator shall be binding upon both parties.

B. An aggrieved employee shall be entitled to be represented by a representative of the Association at any step of the grievance procedure. Either the Township or an employee may waive Steps 1, 2 and/or 3.

- C. A request for arbitration shall be initiated by the Association or the Township by serving upon the other a notice in writing of its intent to proceed to arbitration. Said notice shall identify the provisions of the agreement or past practice involved, the employee involved, if applicable, and a statement of the grievance, which were made the subject of the previous steps.
- (a) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement.
 - (b) A decision of the arbitrator shall be binding on both parties, and shall be rendered within thirty (30) days after the close of the record. The parties can mutually agree to extend such time.
 - (c) All fees and expenses or administrative charges for the arbitrator shall be borne by the unsuccessful party, whether the Township or the Association. A party shall be deemed unsuccessful if the grievance and remedy is granted against the non-grieving party or fully denied against the grieving party. Each party shall bear the cost of preparing and presenting its own case, including the expenses pertaining to all of their respective witnesses, as well as any late cancellation fee it incurs.
 - (d) The arbitrator shall hold the hearing at a time and place convenient to the parties.

- (e) All of the time limits contained in this Article of the Agreement may be extended by mutual agreement in writing. Email is sufficient notice. Unless such time is extended by mutual agreement, which agreement shall not be unreasonably withheld, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance and a bar to arbitration thereof.
- (f) Any grievance not presented to the next step within the time limits established shall be deemed an abandonment of the grievance and a bar to arbitration, unless the time limits are mutually extended by the Association and the Township in writing.

ARTICLE 3: DEPARTMENTAL INVESTIGATIONS

In an effort to ensure that departmental 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 the exigencies of the investigation dictate otherwise.
- (2) The interrogation(s) shall take place at a location designated by the Chief of Police. It will usually be held at Police Headquarters or the location where the incident allegedly occurred.
- (3) The member of the force being interrogated shall be informed of the nature of the investigation before an interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours of questioning.
- (5) A 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 answer questions.

(6) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney.

(7) In cases other than departmental investigations, if a member of the force is under arrest, or 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.

(8) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine daily operations of the Department.

ARTICLE 4: PERSONNEL FILES

- A. Personal history files are confidential records. The official personnel file for all police officers is maintained by the Township Administrator. Any probationary officer or permanent member of the Police Department may, by appointment, review his personnel file. This appointment for review must be made through the Chief of Police.
- B. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut if he so desires, and he shall be permitted to place said rebuttal in his file.
- C. Nothing placed in any file shall be removed therefrom with the exception of verbal reprimands, which shall be removed after three (3) years. Employees may grieve the placement of materials in a personnel file when such placement is determined to constitute discipline.

ARTICLE 5: OFF-DUTY POLICE ACTION

- A. Any proper and responsible action taken by a Probationary Officer or permanent member of the force on his time off, where the circumstance necessitates prompt Police action, which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the employee shall have all of the rights and benefits as if he were then on active duty, except that any pay for the time involved will be paid.

- B. In all circumstances, the employee shall promptly report such actions to the Officer in Charge at the desk at Police Headquarters.

ARTICLE 6: SENIORITY

- A. For purposes of this Agreement, seniority shall be determined by rank and within a given rank by the length of service in that rank.
- B. In the event it becomes necessary to reduce the number of employees, layoffs shall be by strict seniority in the following manner:
 - a. by rank and then;
 - b. by the Department.

At the time of layoff, the Officer shall be permitted to exercise his department seniority, bump an employee in a lower rank, as shall each affected employee, so that the least senior employee shall be the first laid off. Recall from layoff shall be in the inverse order of layoff.
- C. The Township shall not hire any additional employees while there are permanent members on layoff status who are entitled to recall until it shall first offer such position to the laid off employee(s). Should the laid off employee refuse such position, the Township may then seek additional employees.
- D. An employee, who is on layoff status, shall be responsible for keeping the Township advised of his current home address. The Township's recall responsibility shall be considered as satisfied upon mailing a notice of recall to an employee who is on layoff status by Certified Mail return receipt requested or registered mail, sent to his last known home address. The laid off employee must notify the Township of his intention and desire to return to work within fifteen (15) days of the date upon which the notice was mailed by the Township. Should the employee fail to do so, he shall be considered as having waived his rights of recall.
- E. An employee shall lose all rights of recall, irrespective of Paragraph D above, when he has been laid off for a continuous period exceeding two (2) years.
- F. This section is subject to the provisions set out in N.J.S.A. 40A:14-143.

ARTICLE 7: MANAGEMENT RIGHTS

All aspects of the management of the business of the Police Department, and the management and direction of the department personnel, are the exclusive responsibility of the Township, except as expressly modified by the terms of this Agreement, and subject to the laws of the State of New Jersey.

ARTICLE 8: REPLACEMENTS

Work or duties normally and regularly performed by Association personnel shall not be assigned to individuals who are not part of the Association. This Article shall not apply to duties performed by the Police Clerk or Police Matron. This article also shall not apply to municipal court security assignments, which assignments may be given to Class II Special Police Officers by the Chief of Police.

ARTICLE 9: VACATIONS

A. Probationary Officers and permanent members of the Police Department, covered by this Agreement, hired after June 27, 2011, shall be entitled to annual paid vacation as follows, based on the number of years of service in the Police Department (which shall include the period of service as a Probationary Officer):

<u>Years of Service</u>	<u>Amount of Vacation Per Calendar Year</u>
Prior to the completion of One (1) year	No days for the first six (6) months, one (1) day for each Month of service thereafter
After one (1) and to completion of three (3) years	Ten (10) working days
After three (3) years to completion of seven (7) years	Twelve (12) working days
After seven (7) years to completion of fifteen (15) years	Sixteen (16) working days
After fifteen (15) years to completion of twenty (20) years	Twenty (20) working days

After twenty (20) years

Twenty-two (22) days

B. Probationary Officers and permanent members of the Police Department, covered by this Agreement, hired on or before June 27, 2011, shall be entitled to annual paid vacation as follows, based on the number of years of service in the department (which shall include the period of service as a Probationary Officer):

<u>Years of Service</u>	<u>Amount of Vacation Per Calendar Year</u>
Prior to the completion of one (1) year	No days for the first six (6) months, one (1) day for each month of service thereafter
After one (1) year and to the completion of three (3) years	Fourteen (14) working days
After three (3) years and to the completion of five (5) years	Sixteen (16) working days
After five (5) years and to the completion of ten (10) years	Nineteen (19) working days
After ten (10) years and to the completion of fifteen (15) years	Twenty-two (22) working days
After fifteen (15) years and to the completion of twenty (20) years	Twenty-five (25) working days
After twenty (20) years	Twenty-seven (27) working days

For the purpose of implementing the provisions of this Article, a list of permanent members of the department setting forth the length of their respective service appears in Schedule A attached to this Agreement.

B. All vacations shall be taken during the current year and vacation time shall not accrue, nor be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement, unless some specific agreement relative thereto is reached with and approved

by the Police Chief and the Police Committee of the Township.

C. If an employee shall retire, resign or otherwise be separated from employment before the end of a calendar year, and after he has taken his vacation, such employee shall reimburse the Township for any prorated portion of his vacation already taken to which he was not entitled because he did not complete the full calendar year of service.

D. If an employee shall retire, resign or otherwise be separated from employment before the end of a calendar year and before taking his vacation, then his vacation allowance shall be prorated on the basis of his length of service during the calendar year.

E. Notwithstanding paragraph D, any police officer terminated from employment by the Township for cause shall forfeit any earned but unused vacation.

ARTICLE 10: SICK LEAVE

A. Each permanent employee covered by this Agreement, except for Probationary Officers, shall be entitled to sick leave in aggregate of fifteen (15) days per calendar year. Each Probationary Officer shall be entitled to sick leave of one (1) day for each month of employment. There shall be no compensatory time off for unused sick leave. There shall be no compensation for unused sick leave except as hereinafter provided. Each employee who has sick leave shall be entitled to accumulate sick leave up to a maximum of two hundred (200) working days. Additional sick time will be granted for serious or prolonged illnesses only at the discretion of the Township Committee, pursuant to N.J.S.A. 40A:14-137.

B. If an employee is absent for three (3) or more consecutive working days, the Township may require that as a prerequisite to the qualification of the employee for such leave, the employee shall submit a physician's certificate certifying that the employee's absence is due to sickness. In addition, in the case of protracted illness (i.e., 30 days or longer), the Township Committee may, at reasonable intervals thereafter, require additional physician's statements certifying that the employee is still unable to return to work because of illness. If required, the employee shall submit to an examination by a physician designated by the Township Committee and shall consent to the release of a report to the Township Committee with respect to the particular illness. Abuse of sick leave may be subject for disciplinary action.

C. Officers shall be permitted to donate sick time to another member of the Association who is facing an extended illness or injury, as long as the donating officer has at least seventy-five (75) accrued and unused days of sick time at the time he or she donates sick time. Such donation will be in accordance with the following Policy and Procedures:

Eligibility:

A Police Officer shall be eligible to receive donated sick or vacation leave if the employee:

1. Has completed at least one-year of continuous employment service with the Township;
2. Has exhausted all accrued sick, vacation and personal leave and all compensatory time off;
3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. Suffers from a catastrophic health condition or injury

For purposes of this section, a "catastrophic health condition or injury" shall be defined as follows:

- i. A life-threatening condition or combination of conditions; or
- ii. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for sixty (60) or more work days.

Procedure

The procedure to initiate donated leave is as follows:

1. The employee requesting the employee's acceptance as a leave recipient shall submit to the Chief of Police medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, as the case may be.
2. When the Chief of Police has approved an employee as a leave recipient, the Chief shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all Association unit members.
3. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

4. A leave recipient must receive at least five (5) sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days and may not donate more than thirty (30) such days to any one recipient.
5. A leave recipient shall receive no more than one hundred eighty (180) sick days, and shall not receive any such days on a retroactive basis.
6. A leave donor shall have remaining at least seventy-five (75) days of accrued sick leave if donating sick leave.
7. A leave donor shall not revoke the leave donation.
8. While using donated leave time the leave recipient will not continue to accrue sick leave or vacation leave.

Unused Time

Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

D. If an employee shall retire, resign or otherwise be separated from employment before the end of a calendar year, sick leave shall be prorated at the rate of one and one quarter (1 ¼) days per month, and an employee shall reimburse the Township for any sick leave already taken to which he was not entitled.

E. An employee hired on or before January 1, 2005, who retires, resigns or is otherwise separated from employment, except as a result of a disciplinary or criminal proceeding, shall be entitled to be compensated for unused sick leave as follows:

<u>Years of Service</u>	<u>Maximum Number of Days of Accumulated Unused Sick Leave Subject to Compensation</u>
10	40 days or fifty (50%) percent of the number of days of accumulated unused sick leave, whichever is the lesser, <u>at seventy-five (75%) percent of the daily rate.</u>

15 60 days or fifty (50%) percent of the number of days of accumulated unused sick leave, whichever is the lesser, at seventy-five (75%) percent of the daily rate.

20 80 days or fifty (50%) percent of the number of days of accumulated unused sick leave, whichever is the lesser, at 75% of the daily rate.

Such compensation shall be calculated by using the officer's average annual base salary during the last five (5) years of his service. There shall be a cap of Fifteen Thousand and xx/100 (\$15,000) Dollars, on payment for accrued and unused sick time at retirement. Should state law change to legally mandate a cap lower than the cap set forth in this section then such state law will supersede the contractual limit.

ARTICLE 11: RECALL

A. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1 1/2) his regular hourly rate of pay with a minimum of three (3) hours work or pay in lieu thereof. Outside vendor work shall remain at four (4) hours.

B. Any employee required to appear in the municipal court, any other court, or before any administrative body in connection with his duties while he is off-duty shall be compensated at time and one-half (1 1/2) his regular hourly rate for such appearance. Compensation shall be for a minimum of three (3) hours on any occasion. This section shall not apply to any disciplinary proceeding against any employee and shall not apply to any court or administrative body where the employee is a plaintiff against the Township in any civil or administrative action.

C. For purposes of this Article, the employee's regular hourly rate shall be calculated by dividing his base salary by two thousand eighty (2,080) hours.

ARTICLE 12: HOLIDAYS

A. During the term of this Agreement, each probationary and permanent member of the Department covered by this Agreement shall be compensated for thirteen (13) paid holidays at time and one-half (1½) their regular rate of pay, provided that a probationary officer commencing employment with the Township, during the term of this Agreement, shall be entitled to only 1.08 paid holidays for each month of employment during either year.

B. Holiday pay will be included in base salary and paid in the normal weekly pay check.

C. The holiday schedule for the term of this Agreement is as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (general)
Veterans Day
Thanksgiving Day
Christmas Day

D. Officers hired on or after January 1, 2012 shall be entitled to the following eleven (11) holidays.

New Year's Day
Washington's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

E. Officers hired on or after January 1, 2012 who are scheduled to work on a holiday shall be afforded an overtime rate of time and one-half for all the hours worked on a holiday.

ARTICLE 13: UNIFORM PURCHASE AND MAINTENANCE ALLOWANCE

A. Each permanent and probationary member of the Police Department shall be entitled to an annual uniform purchase and maintenance allowance in the aggregate amount of Four Hundred Thirty-Eight and xx/100 (\$438.00) Dollars per year, during the term of this Agreement. Such allowance shall be paid to the member in two separate checks of equal amounts, one on April 15th and one on August 1st, provided, however, that payment shall be made only to a permanent or probationary member who is in the employment of the Township as a permanent or probationary member on the date when the payment is to be made. In addition, eligible officers shall receive a uniform purchase and maintenance allowance voucher in the

amount of Five Hundred Sixty-Two (\$562.00) Dollars per year.

B. Uniform purchase and maintenance allowances shall not be included in calculating payments into any retirement system or in calculating rates of pay for overtime compensation.

ARTICLE 14: DEATH IN FAMILY

Each Probationary Officer and permanent member of the Police Department shall be entitled to leave without loss of pay according to the following schedule:

- (a) Five (5) working days immediately following the death of a spouse or child;
- (b) Three (3) working days immediately following the death of a parent, a brother or sister, or the parent of a spouse;
- (c) One (1) working day immediately following the death of a brother-in-law or sister-in-law, a grandmother, grandfather, aunt(s), uncle(s), or other relative living under the same roof, provided that the employee attends the funeral;
- (d) Additional funeral leave may be granted by the Chairman of the Police Committee of the Township (or in the event of his absence by a member of said Committee). The request for additional funeral leave shall be made by written application setting forth pertinent factual data upon which the request is based. The application shall be submitted through the Chief of Police.

ARTICLE 15: PERSONAL DAYS

A. Each Probationary Officer and permanent member of the Police Department shall be allowed three (3) personal days per calendar year without loss of pay, provided, however, that a Probationary Officer who is employed after April 30th of any year shall be, entitled to two (2) such personal days in that year, and any Probationary Officer who is employed after August 31st of any year shall be entitled to only one (1) such personal day in that year.

B. An employee shall request a personal day at least seventy-two (72) hours in advance of said day off. The request may be denied by the Chief or designee when it is necessary to meet the needs of the Township. In addition, a personal day shall not be charged against accumulated sick leave.

C. The seventy-two (72) hour advance request requirement shall be waived when a request for a personal day arises from an emergency condition or emergency situation, which makes such advance request impossible or impractical, provided, however, that the Township

reserves the right to reasonably request that an employee supply proof or documentation of the emergency condition or emergency situation. For purposes of this Article, an emergency condition or emergency situation is one which the employee could not reasonably anticipate and/or which requires personal action or attention by the employee that cannot be postponed for at least seventy-two (72) hours and that cannot reasonably be accomplished during non-working hours.

D. Additional personal days may be granted at the discretion of the Chief of Police in an emergency situation.

ARTICLE 16: REIMBURSEMENT OF CERTAIN EXPENSES

A. Each probationary and permanent member of the Police Department shall be entitled to receive reimbursements for certain expenses incurred when attending a County or State police school or performing any department-connected assignment at the direction of the Chief. Reimbursement shall be as follows:

1. Twenty-eight cents (\$0.28) per mile for distances actually traveled between the school/assignment and Police Headquarters or the officer's home, as the case may be.

2. Five and xx/100 (\$5.00) Dollars breakfast expense, Seven and 50/100 (\$7.50) Dollars lunch expense, and Twelve and 50/100 (\$12.50) Dollars dinner expense, except in some situations where meals would be for other than department personnel, or in a situation where the assignment would dictate a larger amount.

B. Reimbursement shall be by vouchers submitted to, and approved by, the Chief. Such vouchers shall detail the expenses and have all receipts attached for all luncheon and dinner expenditures. Reimbursements shall not constitute compensation. This Article shall not apply to attendance at the Police training course, which is a prerequisite to appointment as a permanent member of the Police Department.

ARTICLE 17: COLLEGE CREDIT PAYMENTS

A. Employees hired after January 1, 1986 will receive payment for college credits for courses and/or majors, which lead to a degree in Police Science or Law Enforcement, and in which a passing grade of "C" or better, or the equivalent thereof, has been attained.

B. If a permanent member of the Police Department becomes entitled to reimbursement under Paragraph A above, as the result of attending college, the Township will

reimburse the Officer for the total cost of required books, as well as fifty (50%) percent of the tuition charges of the college, or fifty (50%) percent of the State or County college tuition charges, whichever is less, upon receipt of a Certificate that the Officer has attained a passing grade of "C" or better. (Such payment shall be made on July 1.) All required books, purchased pursuant to this paragraph, shall become the property of the Officer entitled to be reimbursed therefor.

C. A Probationary Officer shall, upon appointment as a permanent member of the Police Department, become entitled to receive payment for college credits under Paragraph A for the calendar year in which the appointment was made, prorated, however, for the period of service during such calendar year.

D. If an Officer shall retire, resign or otherwise be separated from service, payment for college credits shall be prorated for the year in which the retirement, resignation or other separation from service occurs.

E. Payments pursuant to this Article shall not be included in calculating payments into any retirement system.

ARTICLE 18: OVERTIME

A. All hours worked in excess of the regular schedule shall be considered overtime, and shall be compensated in accordance with the provisions of this Article.

B. Each Probationary Officer, and permanent member of the Police Department covered by this Agreement, shall be entitled to receive overtime pay as follows:

(1) Overtime, required by reason of emergency, the extension of a tour of duty for more than thirty (30) minutes, or for any other reason, shall be paid at one and one-half (1 1/2) times the employee's hourly base rate.

(2) Except for the extension of a tour of duty, overtime shall be paid on the basis of a minimum of three (3) hours on each occasion.

(3) The employee shall have the option of taking compensatory time, to the limits established by the Fair Labor Standards Act, or cash compensation (both at the time and one-half (1 1/2) rate), except in the last two (2) months of the calendar year. The election of cash during the last two (2) months of the calendar year is subject to the approval of the Chief, whose approval, if withheld, shall result in the employee being credited with compensatory time at the time and one-half (1 1/2) rate, subject to the Fair Labor Standards Act.

(4) Holiday pay shall be included for purposes of calculating a member's hourly rate under this Article.

(5) Overtime shall be submitted on the first of each month, and will be paid on the second pay check of each month, depending on when submitted.

ARTICLE 19: WORK INCURRED INJURY

A. If a Probationary Officer or permanent member of the Police Department suffers an injury or disability in the line of duty (not including an injury or disability suffered while going to or from work), as defined by State law, the Township shall continue such employee at full pay and benefits during the continuation of such employee's inability to work, up to a maximum of six (6) months. During this period of time, all temporary disability benefits, which the employee receives, under the provisions of the Workers Compensation Act, shall be paid over to the Township. The Township Committee may, at its discretion, extend the six (6) months period, pursuant to N.J.S.A. 40A:14-137.

B. The employee shall be required to present evidence by a Certificate of a responsible physician establishing his inability to work. The Township Committee may require the employee to present such certification from time to time, at reasonable intervals. If required, the employee shall submit to an examination by a physician designated by the Township Committee, and shall consent to the release of a report to the Township Committee with respect to that particular injury.

C. The provisions of this Article shall not be interpreted as requiring or authorizing any extension of the one-year period of any probationary employment.

ARTICLE 20: HEALTH BENEFITS

A. The Township shall continue to provide each probationary and permanent member, covered by this Agreement, with health benefits.

B. The Township reserves the right to change insurance carriers and/or self-insure, so long as equal or better benefits are provided. If the Township should change insurance carriers, advance notice will be given to all employees covered by this Agreement.

C. Effective January 1, 2008, Officers shall contribute Twenty and xx/100 (\$20.00) Dollars pay toward their health benefits. Effective January 1, 2011, Officers shall contribute one and one half (1.5%) percent of their salary toward health benefits.

D. Effective June 28, 2011, unless Chapter 78, P.L. 2011 ("Chapter 78") is invalidated, Officers shall contribute toward their health benefits, in accordance with the following schedule:

Existing Officers employed on June 28, 2011, shall pay the rate set forth in Section 39 of Chapter 78 (also reflected in the grid attached hereto as Schedule B – Health Benefit

Contribution Schedules). Officers, who were already employed by the Township on June 28, 2011, will have their full rate of their contribution towards health care coverage phased in over four (4) years as follows:

- July 1, 2011 – June 30, 2012: One Quarter ($\frac{1}{4}$) of the total amount;
- July 1, 2012 – June 30, 2013: One half ($\frac{1}{2}$) of the total amount;
- July 1, 2013 – June 30, 2014: Three Quarters ($\frac{3}{4}$) of the total amount; and
- July 1, 2014 – June 30, 2015: the total amount.

Under no circumstances shall the Officer's contribution towards health care coverage be less than one and one half (1.5%) percent of the Officer's base salary. In the event that the above schedule results in a contribution level less than one and one half (1.5%) percent of the Officer's base salary, the Officer will be required to pay one and one half (1.5%) percent of their base salary towards health care coverage.

All Officers, hired after June 28, 2011, must immediately contribute towards their health care coverage, at the full rate set forth, based upon the Officer's salary and choice of coverage, and will not be subject to the four (4) year phase-in. In the event that one and one half (1.5%) percent of the newly hired Officer's base salary exceeds the full contribution amount set forth in Schedule B, the Officer will be required to contribute one and one half (1.5%) percent of base salary towards the Officer's health care coverage.

E. In the event P.L. 2011, c.78 and/or P.L. 2010, c.2 are invalidated, the contributions required by the first sentence in (C) above shall be reinstated.

ARTICLE 21: MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that for the duration of this Agreement neither the Association, nor any person acting on its behalf, shall cause, authorize or support any strike (i.e., the concerted failure to report for duty or the willful absence of any employee from his position, or the stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slowdown and/or walkout against the Township.

B. In the event of a strike, work stoppage, slowdown, walkout or other job action, it is covenanted and agreed that participation in any or all such activities by any Association member shall entitle the Township to invoke any of the following alternatives:

- (1) Withdrawal of Association recognition; and/or
- (2) Use of such activities as grounds for termination of employment of such employee(s).

C. The Association agrees that it will make every reasonable effort to prevent such

members from participating in any strike, work stoppage, slowdown and/or walkout or from supporting such activity by any other employee or group of employees of the Township and the Association will publicly disavow such action.

D. Nothing contained in this 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 injunctions or damages, or both, in the event of such breach by any of the employees or the Association.

ARTICLE 22: OTHER PROVISIONS

- A. Except as otherwise provided herein, all rights, privileges and benefits, which the Association has heretofore enjoyed, and are presently enjoying, shall be maintained and continued by the employees covered by this Agreement during the term of this Agreement, at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.
- B. The provisions of all Township Ordinances and Resolutions relating to, or impacting upon, the management and direction of personnel in the Mendham Township Police Department including, but not limited to, the "Manual of Rules and Regulations of the Police Department of the Township of Mendham, 1985", adopted August 26, 1985, shall remain in full force and effect during the terms of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.
- C. The Association recognizes that the Township has a right to establish and amend reasonable rules and regulations to govern Departmental operations subject to applicable law.
- D. Except and unless incorporated by reference in another document, none of the provisions of this Agreement shall apply to any Police Clerk or Police Matron.

ARTICLE 23: SEPARABILITY AND SAVINGS

If any provision of this Agreement, or any application of this Agreement, to any employee, or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to, and subordinate to, and shall not annul or modify existing provisions of federal, state or local law.

ARTICLE 24: WORK SCHEDULE

A. The Patrol Division work schedule shall consist of four (4) consecutive days on duty, followed by four (4) consecutive days off duty with twelve (12) hour work days. Patrol shifts shall be as follows: Day shift – 6:00 a.m. to 6:00 p.m.

Night Shift – 6:00 p.m. to 6:00 a.m.

Shift hours can be changed, if mutually agreed upon.

B. The Detective Bureau work schedule shall consist of four (4) consecutive days on duty, followed by three (3) consecutive days off duty, with ten (10) hour work days.

C. All Officers shall be assigned to permanent shifts consisting of days and nights, provided that a majority of the Patrol Division Officers agree thereto. If no such majority agreement is reached, Officers shall be assigned to rotating shifts.

D. Shift selection (for the following year) shall be made on or about November 1st of each year on a seniority basis. However, only one (1) sergeant may select any given shift, which shall also be on a seniority basis.

E. In the event of a temporary or permanent vacancy on a shift, Officers' schedules may be changed to fill the vacancy, on the basis of inverse seniority, unless another Officer volunteers to fill the vacated shift.

F. Any new Officer attending the academy for basic training, either full time or on waiver, shall work a schedule as prescribed by the Chief of Police.

ARTICLE 25: THIRD PARTY DETAIL RATE


Officers shall be paid \$82.50 per hour for all third-party details not funded by the Township or the Board of Education. For Township funded and Board of Education details, officers shall receive their regular overtime rate.

ARTICLE 26: DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2017 through December 31, 2019. This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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, executed and ratified this Agreement. If the Township and the Association have not agreed by January 1, 2020 to terms and conditions of employment for officers covered by this Agreement for a successor Agreement, then the terms and conditions of this Agreement will remain in full force and effect, except for salary guide movement, until a new Agreement is ratified by both parties.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and attested by their respective authorized officers on this 8th day of May, 2017.

ATTEST:




MaryBeth Zichelli, Clerk

TOWNSHIP OF MENDHAM,
IN THE COUNTY OF MORRIS

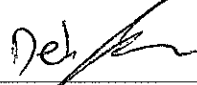


Diana Orban Brown, Mayor

MENDHAM TOWNSHIP
P.B.A. LOCAL 402

By: 

Jason Morrison, President

By: 

Det. James Arnesen, State Delegate

By: _____

SCHEDULE A

**DATE OF COMMENCEMENT OF SERVICE &
PROMOTION FOR PURPOSES OF CALCULATING
SALARY AND VACATION UNDER THIS AGREEMENT**

Name

Sergeants:	Steven Bittman	1/22/2002 Promoted to Sergeant: 3/1/2007
	Brian Herchick	4/8/2002 Promoted to Sergeant: 1/1/2012
	Daniel Taquinto	12/9/2008 Promoted to Sergeant 12/23/2013
	Matthew Ambrosi	8/14/2007 Promoted to Sergeant 12/23/2013
Patrolman:		
	Robert Wysokoski	09/22/1998
	Bryan Fisk	10/23/2001
	Joseph Wilce	09/28/2004
	Jason Morrison	05/09/2005
	James Arnesen	08/14/2007
	Robert Kaleweit	09/17/2013
	Rocco DiGregorio	09/08/2014
	Jason Hensley	07/13/2015
	Sean Ulversoy	01/10/2017
	Bradley Ellman	01/10/2017

SCHEDULE B

SINGLE COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

SCHEDULE B

FAMILY COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

SCHEDULE B

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

RESOLUTION 2017- 41
RESOLUTION OF THE TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF MENDHAM
RATIFYING A CERTAIN MEMORANDUM OF AGREEMENT
BETWEEN THE TOWNSHIP OF MENDHAM
AND PBA LOCAL 402

Whereas, the Township of Mendham has participated in negotiations with PBA Local 402 with respect to a new collective bargaining agreement covering the time period from January 1, 2017 to December 31, 2019; and

Whereas, subject to bilateral approval and the entry into a formal contract, the parties have reached a satisfactory agreement;

Now Therefore, Be It Hereby Resolved by the Township Committee of the Township of Mendham that said Township Committee does hereby ratify and approve of the Memorandum of Agreement, subject to the incorporation of the terms thereof into a formal collective bargaining agreement.

Adopted: February 28, 2017

Attest:

TOWNSHIP OF MENDHAM

COUNTY OF MORRIS



Mary Beth Zichelli

Township Clerk

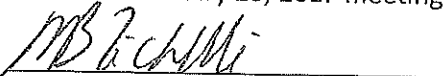


Diana Orban Brown

Mayor

CERTIFICATION

I, Mary Beth Zichelli, Township Clerk of the Township of Mendham, in the County of Morris, New Jersey, do hereby certify the foregoing to be a true and correct copy of Resolution 2017-41 from the February 28, 2017 meeting of the Township Committee.



Mary Beth Zichelli, Township Clerk

MEMORANDUM OF AGREEMENT

The Township of Mendham ("Township") and Mendham PBA Local 402 ("Association"), hereby agree to this Memorandum of Agreement with respect to a successor collective bargaining agreement between the parties. This agreement is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Township Committee and PBA members, respectively).

The terms of the Memorandum are as follows:

1. The term of the successor agreement shall be from January 1, 2017 to December 31, 2019.
2. All terms of the existing contract shall remain in full force and effect, except as modified by this Memorandum.
3. The parties shall mutually create and agree upon a successor collective bargaining agreement, including salary guides, from the terms of this Memorandum.
4. All Roman numerals used to designate Articles will be changed to Arabic numbers.
5. **Article 1, Section A**

Salaries shall be increased at top step Patrolman and top step Sergeant as follows:

1/1/17 – 1%
1/1/18 – 1%
1/1/19 – 1%

Employees not at top step patrolman or top step Sergeant shall receive their step increment only on their anniversary dates.

6. **Article 1, Section B**

Rewrite as follows: "If an officer is hired before July 1 of the calendar year, such officer shall be entitled to the next January 1 negotiated cost of living increase, if any, and will receive his/her step increment on his/her hire date anniversary. If an officer is hired after July 1 of the calendar year, such officer shall receive only his/her salary increment on his/her hire date anniversary, and thereafter be entitled to the next January 1 negotiated cost of living increase, if any."

7. **Article 2, Section A**

Clarify Step 5 of the grievance procedure to state that only the Township or the Association may file arbitration.

8. **Article 2, Section C**

Rewrite as follows: "A request for arbitration shall be initiated by the Association by serving upon the other a notice in writing of its intent to proceed to arbitration. Said notice shall identify the provisions of the agreement or past practice involved, the employee involved, if applicable, and a statement of the grievance, which were made the subject of the previous steps.

- (a) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this Agreement.
- (b) A decision of the arbitrator shall be binding on both parties, and shall be rendered within thirty (30) days after the close of the record. The parties can mutually agree to extend such time.
- (c) All fees and expenses or administrative charges for the arbitrator shall be borne by the unsuccessful party, whether the Township or the Association. A party shall be deemed unsuccessful if the grievance and remedy is granted against the non-grieving party or fully denied against the grieving party. Each party shall bear the cost of preparing and presenting its own case, including the expenses pertaining to all of their respective witnesses, as well as any late cancellation fee it incurs.
- (d) The arbitrator shall hold the hearing at a time and place convenient to the parties.
- (e) All of the time limits contained in this Article of the Agreement may be extended by mutual agreement in writing. Email is sufficient notice. Unless such time is extended by mutual agreement, which agreement shall not be unreasonably withheld, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance and a bar to arbitration thereof.
- (f) Any grievance not presented to the next step within the time limits established shall be deemed an abandonment of the grievance and a bar to arbitration, unless the time limits are mutually extended by the Association and the Township in writing."

9. **Article 4**

Clarify this Article to specify that the official personnel file for police officers is maintained by the Township Administrator.

10. **Article 8**

Add to Article: This Article also shall not apply to municipal court security assignments, which assignments may be given to Class II Special Police Officers by the Chief of Police.

11. **Article 9**

Add as paragraph E: Notwithstanding paragraph D, any police officer terminated from employment by the Township for cause shall forfeit any earned but unused vacation.

12. **Article 11, Paragraph B**

Clarify that this section shall not apply to any court or administrative body where the employee is a plaintiff against the Township in any civil or administrative action.

14. **Article 17, Paragraph B**

Eliminate Paragraph

13. **Article 18, Paragraph A**

Rewrite to read: "All hours worked in excess of the regular schedule shall be considered overtime, and shall be compensated in accordance with the provisions of this Article."


15. **Article 25**

Revise to read: "This Agreement shall be in full force and effect as of January 1, 2017 through December 31, 2019. This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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, executed and ratified this Agreement. If the Township and the Association have not agreed by January 1, 2020 to terms and conditions of employment for officers covered by this Agreement for a successor Agreement, then the terms and conditions of this Agreement will remain in full force and effect, except for salary guide movement, until a new Agreement is ratified by both parties.

16. Off-Duty Road Detail Employment


The Township will, following full and complete ratification of this MOA, amend its off-duty road detail employment ordinance to increase the rate to \$82.50 per hour for off-duty road detail police work to be charged to all vendors, except that the standard overtime rate will apply to off-duty road detail work performed for a Board of Education or Township-funded jobs.

FOR THE TOWNSHIP:



Dated: 2-28-17

FOR THE PBA:



Dated: 2-27-17

