

MEMORANDUM OF AGREEMENT

The Township of Robbinsville ("Township") and Robbinsville PBA Local 344 ("PBA"), 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 Council and PBA members, respectively).

The terms of the Memorandum are as follows:

1. The term of the successor agreement shall be from January 1, 2012 to December 31, 2015.
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. Salaries for the four year contract for current employees and those hired after January 1, 2012 shall be as set forth on the attached salary guide, which is made part of this Memorandum of Agreement.
5. Salary for any employee hired after January 1, 2012 shall be frozen for the first three years of his or her employment. Movement to the next salary step will be on their hire date on their fourth anniversary.
6. All employees hired after January 1, 2012 will be required to contribute 35% of the cost of their retiree health benefits in retirement.
7. Officer Bruton's salary will be increased to \$50,744 in 2012 and shall remain at that level until January 1, 2014.
8. All current employees will have January 1 as their anniversary date for salary step purposes only. Vacation selection and other time related benefit days will be based on actual date of hire.
9. All Quasi-Duty pay that is funded by the Township, i.e. a Township-contracted job, shall be \$50.00 per hour. No Administrative fee will be charged for this work.
10. All Quasi-Duty pay that is funded by a third-party vendor, such as JCP&L, Verizon, Comcast, etc., will be paid at \$70.00 per hour, and the Township will charge an

additional \$10.00 per hour to the vendor to cover Administrative costs. A flat rate of \$50.00 per day will be charged to the vendor for the use of a vehicle.

11. Officers are guaranteed 2 hour minimum on all Quasi-Duty jobs. Time and one-half will be paid to the officers for Quasi-Duty work after 8 hours of work.
12. Modify contract to provide that employees are entitled to 3 personal days per year, which days shall be based on the employee's work day, i.e. 8 hour day or 12 hour day. Personal days must be used in full day blocks based on an officer's work day.
13. Eliminate College Tuition reimbursement Article.
14. Modify recognition clause to state "all police officers below the rank of Sergeant."
15. Clarify paragraph A of Article IV to state the members working during such meetings are subject to call.
16. In Article VI, clarify that officers hired after May 2010 are subject to P.L. 2010, Ch. 3 regarding payment for unused sick time.
17. In Article VI, clarify that unused sick time is forfeited unless the officer retires from PFRS.
18. In Article VI, merge paragraphs D and E. Eliminate reference to use of sick leave in paragraph E and refer it as injury leave.
19. In Article VI, Modify paragraph E.3. to provide for an independent third party paid for by the employer which decision shall be binding on both parties. Eliminate the hearing provisions.
20. In Article VII, eliminate payment of personal time when an employee resigns or his terminated.
21. In Article VII, clarify that personal time must be used in the earned year or it is forfeited.
22. Modify Article VIII as follows:

Eliminate paragraphs A.1., A.2., and A.3., and replace with the following:

"A. FULL HEALTH CARE COVERAGE

1. The Employer shall provide to all Employees, and in cases where it is appropriate, their families, the health care protection designated below.
2. The insurance carrier shall be such carrier under the existing plan which may be selected by the Employer. The Township shall have the right to select and

change carriers. Prior to changing carriers, the Township will discuss said change with the Local and agree to provide coverage that is equivalent to or better than existing coverage.

3. Effective January 1, 2012, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78. If Public Law 2011, Chapter 78 should be invalidated with regard to employee contributions to health insurance, the contributions for all health insurance received under this Agreement will in no instance be less than 1.5% of his/her salary. Deductions will be made from the Employee's paycheck on a biweekly basis. This provision is not intended to include those Employee's who waive their health care coverage by the Township.

(a) Effective January 1, 2012 co-payments for primary care doctor visits, specialist doctor visits, and emergency room visits shall be the responsibility of the employee and shall not exceed \$25/\$35/\$55, respectively.

(b) Effective January 1, 2012, co-payments for outpatient surgery shall be \$100 and co-payments for inpatient hospital admissions shall be \$300, which are the responsibility of the employee. The Township will, however, upon submission of a receipt of payment of one of co-payments in this paragraph, reimburse the employee \$100 per year."

Modify A.4. as follows:

For current employees, the Township will provide the health benefits on the same terms and conditions as benefits are provided to current employee for any employee who retires from the Township after 25 years in PFRS. In the event a retired employee obtains employment with another employer who provides the same or better coverage, the employer's obligation shall cease. If the employee shall lose his coverage with the other employer, the retired employee shall be reinstated to coverage on the same terms and conditions as benefits are provided to current employees.

Any employee who had 20 or more years in the Police and Firemen's Retirement System as of June 28, 2011 and who retires on or after January 1, 2012, shall receive retiree health insurance provided under this Article at no cost to the retiree. Any employee who had less than 20 years of service in the Police and Firemen's Retirement System as of June 28, 2011, and who retires on or after January 1, 2012, shall contribute to his/her retiree health insurance provided for in this Agreement that amount required under Public Law 2011, Chapter 78.

Modify paragraph C as follows:

DENTAL INSURANCE

Employees shall be included in the same dental plan provided by the Township to all non-union employees. The Employer shall pay the full basic premium for each Employee and, in cases where appropriate, for family-plan insurance coverage. Dental coverage shall not be reduced during the life of this Agreement.

Modify paragraph D as follows:

A prescription drug plan shall be provided for Employees effective January 1, 2012. Said plan shall include a \$15 co-pay provision for generic drugs, \$35 preferred brand drugs and \$50 non-preferred.

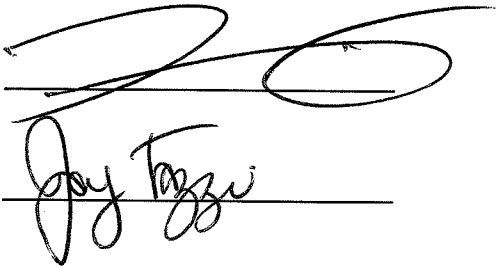
23. In Article IX, Clarify A.6. that employees who are terminated or resign in lieu of termination shall not be paid for accrued and unused vacation time, and eliminate paragraphs C.2. and C.3.

24. In Article XIX, eliminate Step Four; clarify that arbitration can only be sought by Union or Township; modify time period to 30 days; and eliminate E.5. and E.6.

25. In Article XXIV, eliminate paragraphs A and B and replace with the following:

“Employer will provide employees with the means as a defense as required by NJSA 40A:14-155. Where employer provides defense, employee must use Employers legal counsel. If employee selects his/her own attorney, employee will be solely responsible for fees and costs.”

FOR THE TOWNSHIP:

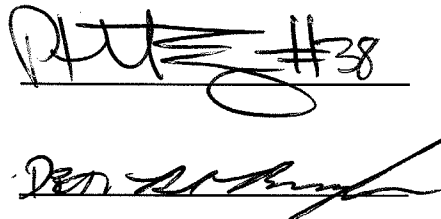


Jay Tazew

6/20/12

Dated:

FOR THE PBA:



PTA #38

6/20/12

Dated:

Employees hired on or after January 1, 2012

	2012	2013	2014	2015
1 ST YEAR	\$50,744	\$50,744	\$50,744	\$50,744
2 ND YEAR	\$50,744	\$50,744	\$50,744	\$50,744
3 RD YEAR	\$50,744	\$50,744	\$50,744	\$50,744
4 TH YEAR	\$57,322	\$57,322	\$57,322	\$57,322
5 TH YEAR	\$63,900	\$63,900	\$63,900	\$63,900
6 TH YEAR	\$71,031	\$71,031	\$71,031	\$71,031
7 TH YEAR	\$77,802	\$77,802	\$77,802	\$77,802
8 TH YEAR	\$84,444	\$84,444	\$84,444	\$84,444
9 TH YEAR	\$91,085	\$91,085	\$91,085	\$91,085
10 TH YEAR	\$97,727	\$97,727	\$97,727	\$97,727
11 TH YEAR	\$103,385	\$103,385	\$103,385	\$103,385
12 TH YEAR	\$105,452	\$105,452	\$105,452	\$105,452
13 TH YEAR		\$107,561	\$107,561	\$107,561
14 TH YEAR			\$109,712	\$109,712
15 TH YEAR				\$111,906

Anyone hired prior to January 1, 2012

1 ST YEAR	\$34,064	\$34,064	\$34,064	\$34,064
2 ND YEAR	\$50,744	\$50,744	\$50,744	\$50,744
3 RD YEAR	\$50,744	\$50,744	\$50,744	\$50,744
4 TH YEAR	\$57,322	\$57,322	\$57,322	\$57,322
5 TH YEAR	\$63,900	\$63,900	\$63,900	\$63,900
6 TH YEAR	\$71,031	\$71,031	\$71,031	\$71,031
7 TH YEAR	\$77,802	\$77,802	\$77,802	\$77,802
8 TH YEAR	\$84,444	\$84,444	\$84,444	\$84,444
9 TH YEAR	\$91,085	\$91,085	\$91,085	\$91,085
10 TH YEAR	\$97,727	\$97,727	\$97,727	\$97,727
11 TH YEAR	\$105,452	\$107,561	\$109,712	\$111,906

OFFICER	1/1/2012	1/1/2013	1/1/2014	1/1/2015
BRUTON	50,744	50,744	57,322	63,900
PAGLIONE	57,322	63,900	71,031	77,802
MARKOWSKI	57,322	63,900	71,031	77,802
SWANHART	77,802	84,444	91,085	97,727
EGAN	77,802	84,444	91,085	97,727
HAUGH	77,802	84,444	91,085	97,727
KIVET	84,444	91,085	97,727	111,906
FARRELL	91,085	97,727	109,712	111,906
CLIFTON	91,085	97,727	109,712	111,906
GALAZKA	105,452	107,561	109,712	111,906
BAKAY	105,452	107,561	109,712	111,906
COLGAN	105,452	107,561	109,712	111,906
EMMONS	105,452	107,561	109,712	111,906
BOCCANFUSO	105,452	107,561	109,712	111,906
BORGES	105,452	107,561	109,712	111,906

	2012	2013	2014	2015 - Anniversary of Hire Date
NEW HIRE 1	50,744	50,744	50,744	57,322
NEW HIRE 2	50,744	50,744	50,744	57,322

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