

ORIGINAL

**A G R E E M E N T**

between the

**TOWNSHIP OF GALLOWAY**

and

**NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION, INC**  
**MAINLAND LOCAL #77**  
**(Rank and File)**

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January 1, 2011 through December 31, 2014

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Final Agreement – 3/26/12

**PLOTKIN ASSOCIATES, L.L.C.**

*Specializing in Public Sector Labor Relations*

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**AGREEMENT**

This Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Township of Galloway, County of Atlantic and State of New Jersey, hereinafter referred to as "Township" and the Policemen's Benevolent Association, Mainland Local #77, (Galloway R&F) hereinafter referred to as "the PBA."

**ARTICLE I**

**PURPOSE**

This Agreement is entered into pursuant to the provisions of Chapter 303, Law of 1968 (N.J. Revised Statute 34:13A-5.1, et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the Township and its employees, to provide for the resolution of legitimate grievances and to prescribe the rights and duties of the Township and its employees, all in order that the public service shall be expedited and effectuated in the best interest of the citizens of the Township of Galloway.

**ARTICLE II**  
**EMPLOYEE REPRESENTATIVE**

**A. Majority Representative**

The Township recognizes PBA #77 as the majority representative and exclusive bargaining agent for all regularly employed, full time police personnel below the rank of Corporal employed by the Township, hereinafter referred to as “employees.” Specifically excluded from this bargaining unit are all superior officers including the rank of Corporal or above. The Township and the employees agree that PBA #77 has a right to negotiate terms and conditions of employment.

**B. Steward**

The PBA shall appoint a Patrolman of the Galloway Township Police Department as the PBA steward for the duration of this Agreement and, in his absence, another patrolman as the alternate steward and they shall be granted all of the rights and privileges of that position.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. **Definition**

A grievance is any dispute between the parties concerning the application of/or interpretation of the Agreement or any complaint by any employee as to any action or non-action that violates any right arising from his or their employment.

B. **Grievance Steps**

1. Step One: Any and all grievances by an employee and responses thereto by the Township shall be submitted to the steward of the PBA in writing within twenty (20) days of its occurrence. The steward shall screen and process all grievances with the Chief within fifteen (15) days of written receipt.
2. Step Two: If the grievance is not resolved within ten (10) days after presentation to the Chief, the grievance shall be submitted to the Township Manager within ten (10) days of the Chief's written decision or the tenth (10<sup>th</sup>) day following the Chief's receipt of the grievance, whichever is later.
3. Step Three: The Township Manager or his designee must render a written decision regarding the grievance within fifteen (15) days of receipt of the recommendation to the Chief of Police.
4. Step Four: In the event that a grievance is not resolved at Step Three, and the PBA finds the grievance to be meritorious, the PBA may refer the matter for impartial binding arbitration. The PBA shall notify the New Jersey Public Employee Relations Commission within fifteen (15) days of receipt of the decision in Step Three that they are moving a grievance to arbitration and shall request that a list of arbitrators be furnished to the Township and the PBA.

5. **Arbitration**

- a. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.
- b. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
- c. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.
- d. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties; subject, however, to any applicable law.

C. **Presence of Individuals**

The Steward or his alternate, whose presence is required in the grievance procedure, shall be released from work without loss of pay for such purpose. Any individuals employed by the Township reasonably required as a witness in arbitration proceedings under this Agreement shall be made available during working hours without loss of any pay. The President of PBA #77 or his designee, if employed by the Township, shall be released from work without loss of pay to attend arbitration hearings involving employees covered under this Agreement.

D. **Time Limits**

The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, then disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or



contract the time limits provided for processing the grievance at any step in the grievance procedure. All such extensions shall be in writing and signed by a representative of the Township and of the Steward.

**ARTICLE IV**  
**NON-DISCRIMINATION**

The Township and employees both recognize that there shall be no discrimination by reason of sex, creed or racial origin with respect to employment, employment conditions and/or promotions. The Township and PBA #77 agree that they will not interfere with nor discriminate against an employee because of membership or non-membership or legitimate activity on behalf of the PBA.

**ARTICLE V**  
**BULLETIN BOARD**

The Township shall permit the use of a bulletin board located in the police department in an area accessible by all employees therein, to PBA #77 for the purpose of posting notices concerning PBA business and activities.

**ARTICLE VI**  
**MANAGEMENT RIGHTS**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for just cause.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoptions of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national or state laws.

**ARTICLE VII**  
**STRIKES**

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA 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 concerted willful absence of a police officer from his duties of employment), work stoppage, slowdown, walk-out or any other method which would interfere with police service to the public. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action as defined in Section A, it is covenanted and agreed that participation in any such activity by any PBA member shall be deemed grounds for disciplinary action which may include possible termination of employment of such employee or employees.

C. 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 injunction or damages, or both, in the event of such breach by the PBA or its members.

**ARTICLE VIII**  
**POLICEMEN'S RIGHTS**

The Police Officers' Bill of Rights shall provide the following and nothing contained herein shall negate any rights granted by any State, Local or Constitutional Law or Decision.

A. **Political Activity**

Except when on duty or whenever acting in his official capacity, no police officer shall be prohibited from engaging in political activity.

B. **Investigation of Police Officers**

1. Whenever a police officer is to be investigated or is under investigation, the officer is to be made aware of the investigation upon its commencement.

2. If a police officer is subjected to interrogation by his commanding officer and/or any other officer of the police department that could lead to disciplinary action or criminal action, such interrogation shall be conducted under the following conditions:

a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty with reasonable notice being given unless the seriousness of the investigation is of such a degree that an immediate interrogation is required, and if such interrogation does occur during the off duty time of the officer being interrogated, he shall be compensated for such off duty time in accordance with regular department procedures.

b. The investigating officer shall designate the location at which the interrogation shall take place. Such location shall not be the residence of the officer unless that location was where the incident allegedly occurred.

In no event shall the complainant be allowed to be present during said interrogation.

c. The officer under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the investigation. All questions directed to the officer under interrogation shall be asked by and through no more than two (2) interrogators.

d. All complaints must be reduced to writing as soon as possible. The officer under interrogation shall be informed in writing of the nature of the investigation prior to any interrogation, and he shall be informed, in writing of the names and addresses of all complainants, provided, however, that the investigating officer of a complaint may be the complainant.

e. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

f. The officer under interrogation shall not be subjected to offensive language or threatened with transfer or any disciplinary action. The Police Department shall not, without his express consent, give his home address, telephone number or photograph to the press or news media.

g. The complete interrogation of the officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. At the request of the officer, a copy of the interrogation shall be furnished to him if transcribed, and if the police department or any other agency contemplates further proceedings. If a tape recording is made of the interrogation, the officer shall have access to a copy of the tape if any further proceedings are contemplated.

C. **Advice of Rights**

1. A police officer is a citizen of the United States and of the State of New Jersey and as such, is entitled to all the rights and privileges guaranteed by the Constitution and Laws of the United States and of the State of New Jersey.
2. The officer has the right not to incriminate himself by answering questions, oral or written, propounded to him in the course of a departmental or criminal investigation. Nor shall the officer be compelled to give a statement oral or written relating to said investigation without first being read and having waived his Miranda rights.
3. At any point during the investigation, the officer has the right to retain counsel of his choice at his own expense, and to have said counsel present to advise at all stages of the proceeding against and/or interrogation of the officer. At the request of the officer, the PBA representative will be present at any interview/interrogation of said officer.
4. In the event that the department chooses to proceed criminally against the officer for any violation of the law, no interrogation shall take place unless a PBA representative and/or counsel of the officer's choosing is present.
5. In the course of any interrogation, the officer shall have the right to name witnesses who shall be interviewed by the investigating officer.
6. Nothing in the foregoing shall abridge the right of the commanding officer to counsel with, advise, or admonish an officer under his command in private.
7. At the conclusion of any interrogation, the officer shall have the right to make an oral presentation for the record, or read a written statement into the



record. The officer shall, if requested, have the right to a brief period prior to said oral presentation or said reading of a written statement.

8. Any complaint against an officer which has been exonerated or unfounded shall be expunged and removed from all departmental and Township personnel files and records. All investigative materials, records and notes shall be received, if desired, by the officer and/or his counsel. After review, the file shall be sealed and filed only under the custody and care of the Chief of Police. Said file shall not, in any way, be used against the officer in any personnel or administrative decisions. Said file shall not be opened nor information contained therein released without giving notification to the officer.

D. **Civilian Complaint**

No complaint by a civilian against an officer shall result in any disciplinary action unless the complaint be duly sworn to by the complainant before an official authorized to administer oaths.

E. **Suspension**

No officer shall suffer a suspension from duty, with or without pay unless the following circumstances are apparent:

1. Where the officer has been indicted, charged or alleged to have committed a criminal offense or violation of departmental regulations that constitutes a threat, hazard, or danger to the public or members of the department.
2. The officer shall be notified in writing of the suspension and reasons therefore, prior to the suspension if practical.
3. Any suspensions and all subsequent proceedings shall be handled in accordance with the guidelines as set forth in Title 40 and applicable case law.

4. In addition to any administrative procedures available to him regarding the filing of grievances, an officer may institute an action in a civil court to obtain redress of grievances, but he shall have first used the grievance procedure set forth herein.

F. **Personnel Records**

No officer shall have any comment or statement adverse to his interest entered into his personnel record by any person without the following:

1. The officer may sign the document indicating he is aware of and in agreement with what is contained therein.
2. The officer may refused to sign said document and may permanently attach a statement correcting or clarifying his position relevant to the matter.

G. **Polygraph Test**

No disciplinary action or other recrimination whatsoever shall be taken against an officer refusing to submit to a polygraph examination, nor shall any comment be entered anywhere that the officer refused to take a polygraph examination, nor shall any testimony or evidence be admissible in any police department proceeding, to the effect that the officer refused to take a polygraph examination.

H. **Secondary Employment**

No officer shall be denied the opportunity to participate in secondary employment subject to the department's right to restrict employment in such areas wherein a conflict of interest would exist.

I. **Employee Information**

No officer shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), unless such information is obtained under proper legal procedure or tends to indicate a conflict of interest with respect to the performance of his official duties.

**ARTICLE X**  
**VACATIONS**

A. An employee shall be entitled to paid vacation in accordance with the following schedule:

During the first year of service, for each completed month of service.....1 working day

Upon completing one (1) year of service and until the completion of five (5) years.....13 working days

Upon completing five (5) years of service and until the completion of ten (10) years .....16 working days

Upon completing ten (10) years of service and until the completion of fifteen (15) years.....19 working days

Upon completing fifteen (15) years of service and until the completion of twenty (20) years.....22 working days

Upon completing twenty (20) years of service and thereafter.....25 working days

B. It is the intent of this Article to ensure that personnel covered by this Agreement shall receive the maximum amount of actual vacation time to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off shall not be computed as part of the vacation. It is further agreed by the Township that the vacation time to which the employees are

entitled are not cumulative and will be given off by the end of the calendar year in which they are earned. In the event that scheduled vacations during the last two calendar months of the year are interrupted or canceled due to emergency situations, and certified by the Township Manager and the Chief of Police, and such vacation time cannot be taken by the end of the calendar year, then all or part of such vacation time, as the case may be, shall be extended into the next calendar year, the scheduling of which shall be determined by the Chief of Police.

C. It is expressly understood by the parties that the vacation time earned by the employee will be credited to the employee on January 1 of the calendar year in which they are earned and may be used within the calendar year in which they are earned.

D. In the event an employee severs his employment with the Township prior to the end of the calendar year, his vacation time for that calendar year shall be prorated and if the employee has utilized more time than to which he would be entitled based upon the number of months of actual employment that year, the Township will deduct from the employee's last pay an amount equal to such time used in excess of the prorated entitlement.

E. Any employee who was hired under a contract prior to January 1, 1986, which did not provide for a day per month of vacation leave during the first year of employment shall upon his severance of employment, be paid for one hundred thirty-six (136) hours or the balance of unused hours remaining at the employee's hourly rate of pay at the time of severance. Such one hundred thirty six (136) hours shall be in addition to any other accrued days paid for at the time of severance. Beginning an employee's 21<sup>st</sup> year of pensionable credit, and each year thereafter, he shall have the option to draw from his one hundred thirty six (136) hours credit and either be paid for such hour(s) or receive time off in lieu of such pay.

**ARTICLE XI**  
**PERSONAL DAYS\***

A. Each employee covered under this Agreement shall have four (4) personal days per year, which may be taken with the prior approval of the immediate supervisor. There shall be 48 hours prior notice given to the immediate supervisor.

\*For employees working eight (8) hours per day.

**ARTICLE XII**  
**LEAVES**

A. **Sick Leave**

1. **Definition**

Sick leave is hereby defined as absence from post of duty by an employee because of illness, accident, exposure to contagious disease or the requirement of the employee to attend to a seriously ill family member. A certificate of a reputable physician in attendance shall be required in accordance with departmental policy. An employee securing such a certificate from a family physician in attendance shall be responsible for any costs incurred. An employee may elect to receive an examination by a Township panel physician at the Township's expense for purpose of determining his fitness for duty and to secure the required certificate as proof of need for sick leave. The employee, however, shall be responsible for any treatment prescribed or furnished by said physician beyond the initial examination.

2. **Accumulation**

Every employee covered by this Agreement shall, in addition to his or her paid vacation and holidays, be granted sick leave as defined above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such time not taken shall accumulate to his or her credit from year to year. Such employee shall be entitled to utilize any or all such accumulation leave if and when needed and shall be entitled to utilize such leave upon retirement as terminal leave with pay as per the provision in Article VXII Section C. The Township shall not require any of its employees who may be disabled through injury or illnesses as a result of/or arising from his respective employment to utilize the sick leave accumulated under this section.

B. **Severance Allowance**

1. An employee of the Township covered under this Agreement who, after completing twelve (12) years of service, terminates his or her employment under honorable conditions, shall receive one-half (1/2) of all accumulated sick leave as a severance allowance.
2. The rate of pay for this allowance shall be computed on the employee's hourly rate of pay at the time of termination.
3. The method of pay shall be determined by the Township Treasurer but shall be made in a lump sum payment if practicable and requested by said employee. The maximum payment schedule permissible under this Agreement shall be six (6) equal monthly installments paid to the employee.

C. **Funeral Leave**

1. Special leave of absence with pay, up to a maximum of four (4) working days, shall be granted to any employee in case of death within his immediate family. Such leave may be taken only within fourteen (14) calendar days of the death.
2. The term "immediate family" shall include only father, mother, step-parent, mother-in-law, father-in-law, grandparent, sister or brother, spouse, child or foster-child of an employee, or any other member of the immediate household who has established that household as their legal residence.
3. Special leave of absence with pay, up to a maximum of two (2) working days, shall be granted to any employee in case of death of a brother-in-law or sister-in-law.
4. The leave is for the sole purpose of arranging for and attending the funeral



service. Such special leave may be extended without pay at the discretion of the Chief of Police. The extended special leave, if granted, shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

D. **Injury Leave**

1. Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of or arising from their respective employment.

2. Any amount of salary or wages paid or payable to employees because of leave pursuant to this Section D.1. shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the injury or illness requiring such leave.

E. **Leave for PBA Meetings**

The executive delegate, president, and shop steward (or their appointed alternates) of PBA #77 shall be granted leave from duty with full pay for all meetings of PBA when such meetings take place at a time when such officers are scheduled to be on duty, provided the affected officer gives reasonable written notice to the Chief of Police.

**ARTICLE XII**  
**SALARY, OVERTIME AND COMPENSATORY TIME**

A. **Wages**

1. Wages for employees covered by this Agreement shall be as set forth on Schedule A attached hereto and made a part hereof. Wages shall be increased by the following subject to adherence to the Placement and Movement Side Bar Agreement attached hereto and made a part hereof (*Attachment A*):

- a. 2011 – 0% effective 1/1/11
- b. 2012 – 1% effective 7/1/12
- c. 2013 – 2% effective 4/1/13
- d. 2014 – 2% effective 1/1/14

2. The Salary Guides for 2011-2014 attached hereto as Salary Schedule A and made a part hereof are with the understanding by both parties that placement and movement on the guides during the term of this Agreement shall be pursuant to the Placement and Movement Side Bar Agreement. The parties agree that the Side Bar Agreement shall expire at the conclusion of this Agreement.

3. New “OG” (Off-Guide) steps shall be included in the salary guides with the understanding that only those employees placed on those steps in 2011 shall remain on those steps and no other officers shall be entitled to move to those steps. The “OG” steps shall be deleted upon the severance of employment of the last individual initially placed on that step.

4. It is expressly understood and agreed between the Township and the PBA that any wage or salary increase specified in this Agreement shall commence upon the ratification and signing of the Agreement by the PBA and the Township. Any adjustments to salaries pursuant to and consistent with the 2011 salary guide shall be prospective from the date of the signing of the Agreement by the parties and that there shall be no retroactive payments based upon the 2011 salary guide for the period January 1, 2011 through the date of signing of the Agreement.

B. **Overtime – 8 Hour Per Day Employees (Non-Patrol Units)**

1. Overtime shall consist of all hours worked in excess of eight (8) hours per day, or forty (40) hours per week or 2080 hours per year.
2. All employees covered by this section shall, in addition to their base salaries, be paid one and one-half times their hourly rate of base pay computed on the basis of an eight (8) hour day, forty (40) hour work week for all overtime hours worked.
3. All overtime payments shall be paid in the pay period immediately following the period in which it was worked.

C. **Training – 8 Hour Employees**

Any training or instructing in addition to or outside of an employee's regularly scheduled work day shall be compensated at the overtime rate of pay.

D. **Call Back Duty/Court Time – All Employees**

All employees shall receive a minimum of two (2) hours of pay at the time and one-half rate for call back duty and/or court time outside of the employee's regular work schedule.

E. **Previous Service**

Credit on the Salary Guide for up to and including three (3) years of previous service as a police officer, may be given to those newly hired employees who have successfully completed the required course of study at an accredited police academy. Documentation of previous service shall be determined by the Chief of Police.

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(ARTICLE Numbers shown below are as per Rank and File Agreement)

3. **ARTICLE XII - SALARIES, OVERTIME LONGEVITY,  
COMPENSATORY TIME**



A. Wages for employees covered by the Rank and File Agreement shall be increased by the following subject to adherence to the Placement and Movement Side Bar Agreement attached hereto and made a part hereof:

1. 2011 – 0% effective 1/1/11
2. 2012 – 1% effective 7/1/12
3. 2013 – 2% effective 4/1/13
4. 2014 – 2% effective 1/1/14

B. Salaries for Corporals, Sergeants and Lieutenants covered by the Superior Officers Agreement shall be increased by the following subject to adherence to the Placement and Movement Side Bar Agreement attached hereto and made a part hereof:

1. 2011 – 0% effective 1/1/11
2. 2012 – 1% effective 7/1/12
3. 2013 – 2% effective 4/1/13
4. 2014 – 2% effective 1/1/14

C. Salary Guides for both units for 2011-2014 are attached hereto and made a part hereof with the understanding by both parties that placement and movement on the guides during the term of this Agreement shall be pursuant to the Placement and Movement Side Bar Agreement. The parties agree that the Side Bar Agreement shall expire at the conclusion of this Agreement.

TWP  PBA   
CSJ  
KCW

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D. New "OG" (Off-Guide) steps shall be included in both units' salary guides with the understanding that only those employees placed on those steps in 2011 shall remain on those steps and no other officers shall be entitled to move to those steps. The "OG" steps shall be deleted upon the severance of employment of the last individual initially placed on that step.

E. The current Longevity Provisions shall be eliminated in their entirety and deleted from both contracts.



F. It is expressly understood and agreed between the Township and the PBA that any wage or salary increase specified in this Memorandum of Agreement shall commence upon the ratification and signing of the Agreement by the PBA and the Township. Any adjustments to salaries pursuant to and consistent with the 2011 salary guide shall be prospective from the date of the signing of the Agreement by the parties and that there shall be no retroactive payments based upon the 2011 salary guide for the period January 1, 2011 through the date of signing of the Agreement.

3. ARTICLE XV - COLLEGE ALLOWANCE

Effective as of the date of the signing of these Agreements, these Articles in both Agreements shall be deleted in their entirety.

4. ARTICLE XVI - HOSPITALIZATION INSURANCE

A. Effective as of the date of the signing of these Agreements, the parties agree to implement the employee contribution rates for health/prescription drug insurance mandated by State Law at an earlier date than required by the State:

TWP  PBA   
ESD  
KCW

**MEMORANDUM OF AGREEMENT**

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Effective as of the Date of  
the signing of the Agreement – implement Year 3. (attached)

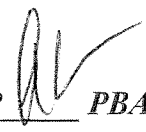

Effective Jan. 1, 2013 – implement Year 4. (attached)

B. The parties have discussed the prospect of the Township moving into the State Health Benefits Plan and the PBA shall have no objection to such a move. It is understood by the parties that the Plan to be provided by the Township is the “Direct 10” Plan or a plan providing equal to or better benefits than the “Direct 10” Plan. The Township agrees to establish a Section 125 Plan including a flexible spending account thus allowing any employee contribution toward health insurance costs to be “pre-tax”.

5. **ARTICLE XXII (NEW) - SENIORITY AND REDUCTION IN FORCE**

A. In the event of a Reduction in Force/Layoff following the date of the signing of this Agreement, the Township shall implement and abide by the following procedures:

1. Seniority for purposes of a reduction in force/layoff is defined as total service by appointed police officers in the Township in any position (s)

TWP  PBA   
ESD  
KCU

## MEMORANDUM OF AGREEMENT

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covered under either or both of the collective bargaining units (R&F and SOA). An appointed officer shall lose all accumulated seniority only if he/she resigns or is discharged for cause.

2. In the event of a reduction in force/layoff, officers shall be laid off in the reverse order of total seniority of all officers in the Police Department. Any employee laid off shall remain on a recall roster for a period of two (2) years from the date of lay-off. Recalls shall be based on total seniority in the Police Department.

3. In the event that, within two (2) years of an officer's layoff, a vacancy/opening occurs in the Police Department and is covered by either of the Agreements (R&F and SOA), a laid-off employee shall be entitled to a one-time recall thereto in order of total seniority and shall be reinstated and credited with all prior seniority.

4. The Township shall formally notify the PBA of its intention to possibly reduce force or institute layoffs no later than forty-five (45) days prior to the effective date of any such layoff.

TWP  PBA   
CSO  
KCW


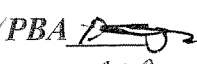
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5. Demotions to Achieve a Reduction in Force

In the event of a demotion in rank, the Township shall implement and abide by the following procedures:

- a. Seniority for purposes of a demotion in rank is defined as total service in a rank by appointed police officers in the Township in any position (s) covered under either or both of the collective bargaining units (R&F and SOA). An appointed officer shall lose all accumulated seniority only if he/she resigns or is discharged for cause.
- b. In the event of a demotion in rank, officers shall be demoted in the reverse order of total seniority of all officers within that specific rank in the Police Department. Any employee demoted shall be placed on a recall roster in the event an opening in that officer's prior rank occurs. Recalls shall be based on total seniority by rank in the Police Department.
- c. In the event that, a vacancy/opening occurs in the rank previously held by the demoted officer and is covered by either of

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the Agreements (R&F and SOA), a demoted officer shall be entitled to be re-assigned to that rank and position based on total seniority in that rank and shall be reinstated to that rank and credited with all prior seniority.

d. The Township shall formally notify the PBA of its intention to possibly demote any officers no later than forty-five (45) days prior to submission of the effective date of such demotion.

6. The Township agrees that upon notification as per Section 4 above, it shall discuss the matter fully with the PBA and its representatives. Such discussions shall commence no later than two (2) weeks following such notification, unless the Township and the PBA agree in writing to such later meeting.

B. Benefits

Should the Township effectuate a reduction in force or institute layoffs, it shall provide severance benefits as follows:

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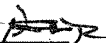
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1. The Township shall pay all affected unit members (those to be laid off) full pay for any and all vacation and personal leave days, compensatory time and Kelly time earned and credited to the employee's account at the employee's per diem rate of pay at time of severance. It is understood that in the year of said reduction/layoff, all such leaves for that year shall be pro-rated for the portion of that final year of service if the employee worked less than a full year. Any uniform allowance due shall be pro-rated for the last year of service if the employee worked less than a full year. Pay for accumulated sick leave shall be at 50% of the total number of days up to a maximum of \$10,000.

2. The Township shall continue to provide all health insurance benefits for the officer and his/her eligible dependents for a period of two (2) months following the effective date of separation or grace period allowed under the insurance plans, whichever is later.

C. Any dispute regarding the provisions of this Article shall be subject to the grievance procedure of this Agreement.

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6. SALARIES

*Salary Schedules and Placement/Movement Sidebar are attached hereto and made a part hereof.*

7. GENERAL PROVISIONS:

- A. All items in the current Agreement and terms and conditions of employment not addressed in this Memorandum of Agreement shall remain unchanged.
- B. Any and all proposals not addressed in this Memorandum of Agreement are deemed to have been withdrawn by the party proposing same.
- C. The negotiating teams from both parties agree to recommend this Memorandum of Agreement to their respective constituents for ratification.

~~HR~~  
ESD  
KCW

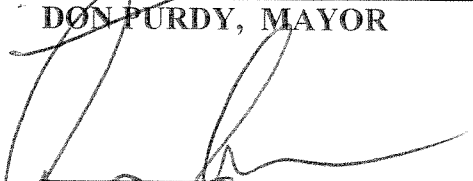
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IN WITNESS WHEREOF, the parties have set their hands and seals this  
9 day of March, 2012.

FOR THE TOWNSHIP OF  
GALLOWAY:


  
\_\_\_\_\_  
DON PURDY, MAYOR

  
\_\_\_\_\_  
ARCH LISTON, TWP. MANAGER



FOR NEW JERSEY MAINLAND  
PBA LOCAL #77 (Galloway):

 3/8/12  
\_\_\_\_\_  
NORMAN MEYERS, JR.,  
PBA BUSINESS AGENT

 3/8/12  
\_\_\_\_\_  
KEVIN WELSH, PBA SHOP STEWARD  
(Rank and File)

 3/9/12  
\_\_\_\_\_  
CHRIS DOYLE  
PBA ALT. SHOP STEWARD  
(Superior Officers)

*PBA Negotiations Committee:*  
*Greg Bollinger (R&F)*  
*Steve Garrison (R&F)*  
*Eric Hendrickson (R&F)*  
*Joseph Picardi (SOA)*

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**WAGE GUIDE – R&F**

	Effective <u>1/1/11</u> (0%)	Effective <u>7/1/12</u> (1%)	Effective <u>4/1/13</u> (2%)	Effective <u>1/1/14</u> (2%)
Starting	\$42,000	\$42,420	\$43,268	\$44,134
Step 2	47,315	47,788	48,744	49,719
Step 3	52,714	53,241	54,306	55,392
Step 4	56,984	57,554	58,705	59,879
Step 5	61,254	61,867	63,104	64,366
Step 6	65,524	66,179	67,503	68,853
Step 7	69,794	70,492	71,902	73,340
Step 8	74,064	74,805	76,301	77,827
Step 9	78,334	79,117	80,700	82,314
Step 10	82,604	83,430	85,099	86,801
Step 11	86,873	87,742	89,497	91,286
Step 12	88,661	89,497	91,287	93,113
+ Step 13	89,719	90,616	92,429	94,277
+ Step 14	91,729	92,646	94,499	96,389
Step 15	95,585	96,541	98,472	100,441
++ OG (off-guide)	97,588	98,561	100,532	102,543

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### Guide Guidance/Placement:

1. Placement and movement and the above salary guide shall be pursuant to the Sidebar Agreement indicating officers' placement and movement during 2011-2014 and represents full payment and movement during the term of the 2011-2014 Agreement.
2. New officers hired on or after 1/1/12 shall progress through the above guide as indicated on the guide.
3. The "Starting" salary shall be for a period of 18 months.
4. Step 2 shall be for a period of 6 months
5. Steps 3 through 12 shall each be for a period of 12 months with officers advancing one step in each successive year as per current practice.
6. + Steps 13 and 14 shall each be for a period of 36 months with officers then advancing to either Step 14 or Step 15.
7. ++ Only the two (2) officers (Glick & Casanova) placed on the OG Step in 2011 (see Sidebar Agreement) shall remain on the OG Step until such time the officer retires. No other officers shall be entitled to move to the OG Step and such OG Step shall be deleted upon the severance of employment of the two (2) officers placed on the OG Step.

**FOR THE 2011-2014 YEARS ONLY, PLACEMENT AND MOVEMENT ON THE SALARY GUIDE SHALL BE PURSUANT TO THE SIDEBAR AGREEMENT EXECUTED BY THE PARTIES.**



**FOLLOWING THE TERM OF THIS AGREEMENT, ANNUAL MOVEMENT ON THE SALARY GUIDE SHALL BE THAT AS WAS IN EFFECT IN 2010 (STEP ADJUSTMENT PLUS 1 STEP EACH YEAR FOR THE PERIOD OF TIME INDICATED ON THE GUIDE.) NOTHING CONTAINED HEREIN SHALL BE INTERPRETED TO PROVIDE FOR A "DOUBLE" STEP INCREASE IN ANY YEAR. THE SALARY GUIDE SHALL INCLUDE THE NUMBER OF MONTHS AN EMPLOYEE IS TO REMAIN ON EACH STEP ON THE GUIDE**

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**WAGE GUIDE – Superior Officers**

	Effective <u>1/1/11</u> (0%)	Effective <u>7/1/12</u> (1%)	Effective <u>4/1/13</u> (2%)	Effective <u>1/1/14</u> (2%)
<u>Corporal</u>	\$100,365	\$101,369	\$103,396	\$105,464
+ OG	102,365	103,389	105,456	107,566
 <u>Sergeant</u>	 105,365	 106,438	 108,567	 110,738
+ OG	107,365	108,439	110,607	112,820
 <u>Lieutenant</u>	 113,815	 114,953	 117,252	 119,597
+ OG	115,815	116,973	119,313	121,699

+ Only the seven (7) superior officers placed on the OG Steps in 2011 (Davey, Dooner, Weir, Hiltner, Midgette, Bird and Goldberg) shall remain on the OG Step until such time the officer retires. No other superior officers shall be entitled to move to the OG Steps and such OG Steps shall be deleted upon the severance of employment of the all officers placed on the applicable OG Step for that rank.

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