



AGREEMENT

Between the

TOWNSHIP OF MIDDLE

And the

PBA LOCAL NO. 59

January 1, 2002 through December 31, 2005

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PREAMBLE

This Agreement, dated this _____ day of _____ 1999 by and between
the TOWNSHIP OF MIDDLE, a municipal corporation of the State of New Jersey, hereinafter
referred to as the "Township" and the POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL NO. 59, as the recognized bargaining agent for the Middle Township Police
Department.

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ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and the understanding between the "Township" and the Employees; to prescribe the rights and duties of the Township and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the Township of Middle and its employees and the Township.

ARTICLE II

INTERPRETATION AND RECOGNITION

A. It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, the Ordinances of the Township of Middle and the Rules and Regulations of the Police Department.

B. The Township recognizes the Policemen's Benevolent Association, Local No. 59 as the exclusive negotiating agent and representative for all uniformed police, detectives and all other Police Department employees employed by the Township, excluding Lieutenant, Captain, Chief, dispatchers and secretaries, employed at the time of the signing of the contract. The Township agrees that the Association has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters.

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ARTICLE III

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township's Charter, Ordinances, Rules and Regulations of the Police Department of the Township.

ARTICLE IV

NON-DISCRIMINATION

The Township and employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement of job or as a condition of employment. The Township further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Association nor will the Township encourage membership in any other association or union or do anything to interfere with the exclusive representation of the Township in the appropriate bargaining unit.

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ARTICLE V

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 or signed this Agreement, except as provided by law.

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ARTICLE VI

THE ASSOCIATION REPRESENTATIVES AND MEMBERS

A. The employer agrees to grant the necessary time off without discrimination, to any employee designated by the PBA to attend State and/or International meetings or conventions, or to serve in any capacity on other official PBA business provided 24 hour written notice is given to the employer by the PBA. No more than two (2) employees shall be granted time off at one time.

B. Authorized representatives of the PBA shall be permitted to visit Police Headquarters or the office of Police Chief or the Office of the Director of Public Safety for the purpose of ascertaining whether or not his Agreement is being observed. This right shall be exercised reasonably. (Such Police Benevolent Association Visitation shall not unreasonably interrupt the regular work of any police officer or the mission of the Police Department.)

C. During the negotiations of the Association representative so authorized by the Association, not to exceed four (4), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

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ARTICLE VII

ASSOCIATION NOTIFICATION

- A. Proposed new rules governing working conditions or modifications of existing rules covering working conditions shall be negotiated with the majority representative before they are established.
- B. All employees covered herein shall receive a copy of all general orders and police regulations issued by the Chief of Police or his representative. The employee shall sign

employee's receipt of these documents.

ARTICLE VIII

WORK WEEK

A. The workweek shall average 40 hours over a five-day workweek, or a total of 2080 hours per year.

B. In the event that a "fifth" squad is continued or implemented, the following provisions shall apply:

1. The "fifth" squad shall have its schedule posted at least one month in advance for the entire period of five weeks.

2. All hours for this squad shall be scheduled between 7:30 a.m. and 12 midnight.

3. All police officers on this shift shall be guaranteed three consecutive days off.

4. All police officers on this shift shall only be required to work on Saturday and

Sunday for a fifteen week period during the summer between May 15 and September 30.

5. Except in cases of an emergency, if a police officer is required to work before 7:30 A.M. or after 12 Midnight or had his/her hours changed after the posting in paragraph one above, the police officer is entitled to be paid a 10% differential.

C. In the event that a change in the work schedule in effect on January 1, 1996 is contemplated, it is agreed by the parties that the Chief will meet with no more than three (3) representatives of the PBA and enter into discussions that would be advisory in nature, as to various options and/or alternatives regarding any proposed schedule changes at least two (2)

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1 weeks prior to any schedule changes being implemented. It is further agreed that any schedule
2 changes shall be governed by all applicable statutes, regulations and case law.
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4 D. It is agreed that no matter what work schedule is in effect, the following provisions
5 shall apply:

- 6 1. Workweek shall be forty (40) hours per week.
- 7 2. All employees shall receive two (2) consecutive days off per week.
- 8 3. Overtime shall be paid for any work in excess of an employee's eight (8) hour
9 daily-posted schedule.
- 10 4. Employees called in for court, call-back and/or on standby, shall receive a
11 minimum of four (4) hours overtime pay.
- 12 5. Bidding for shifts and vacations shall continue to be determined in accordance
13 with the reasonable procedure and practice currently in effect.
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ARTICLE IX

OVERTIME

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4 A. Overtime shall consist of all hours worked in excess of the regularly scheduled working
5 shift as posted quarterly.

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8 B. Overtime shall be compensated at the rate of time and one-half in time or cash at the
9 affected Officer's discretion.

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11 C. There shall be a minimum four (4) hour call back at time and one-half including court
12 time.

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14 D. If an employee is required to stand-by at his residence or any other place, he shall be
15 compensated for such stand-by time at his regular rate of pay with four (4) hour minimum
16 guarantee.

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19 E. In computing overtime payments the following schedule shall be utilized:

20 0-15 minutes	-	no compensation
21 15 to 30 minutes	-	1/2 hour compensation
22 Over 31 minutes	-	1 hour compensation

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25 F. Overtime shall be distributed on a rotating basis in reverse order of seniority (Officer
26 with least seniority shall be called first); provided, however that the Chief shall have an

absolute right to bypass junior officers and call in a senior officer for overtime where the shift Sergeant or senior squad officer is absent from work.

G. All overtime shall be paid within the pay period during which it is earned. For purposes of this Article, the term "pay period" shall be deemed to terminate at 4:00 P.M. on the Monday prior to the Friday upon which paychecks are issued. In the event that overtime pay is not distributed in accordance with the terms hereof due to error of the Treasurer's Office, than a supplemental check will be issued within 48 hours of discovery of the error.

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ARTICLE X

EMPLOYEE REPRESENTATION

The PBA must notify the Township as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each station. Representatives of the PBA who are not employees of the Township will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing PBA representation matters with notifying the head of the department.

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2 ARTICLE XI

3 HOLIDAYS

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5 A. For purposes of this contract, the following shall be considered holidays:

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7 NEW YEARS DAY - January 1

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9 MARTIN LUTHER KING DAY - CELEBRATED

10 LINCOLN'S BIRTHDAY - CELEBRATED

11 WASHINGTON'S BIRTHDAY - (PRESIDENT'S DAY) CELEBRATED

12 GOOD FRIDAY

13 EASTER - ACTUAL

14 MEMORIAL DAY - CELEBRATED

15 INDEPENDENCE DAY - JULY 4

16 LABOR DAY - CELEBRATED

17 COLUMBUS DAY - CELEBRATED

18 GENERAL ELECTION DAY - ACTUAL

19 VETERANS DAY - NOVEMBER 11

20 THANKSGIVING DAY - ACTUAL

21 DAY AFTER THANKSGIVING - ACTUAL

22 CHRISTMAS DAY - DECEMBER 25

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26 B. In compensation for the holidays set forth above, each employee shall receive the
27 following:
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1. Patrol Division:

- a. Members of the Patrol Division shall receive 15 compensatory days.
 - b. Members of the Patrol Division may cash in said holiday at 8 hours straight time and shall receive an additional 4 hours compensatory time.
2. a. All other employees shall receive 15 compensatory days.
 - b. All other employees may cash-in said holidays at eight (8) hours straight time.
3. The compensatory days specified in subparagraphs 1 and 2 above may only be utilized or cashed out after they have been earned. Said Holidays may be carried for a period of 365 days. Any holiday which is not utilized or cashed out within 365 days will be lost by the officer in question.

C. HOLIDAY PREMIUM PAY

Employees who work on any holiday listed in Paragraph A above shall receive one and one-half (1½) times the straight time rate of pay times for all hours worked on said holiday.

D. All officers shall be entitled to three (3) personal holidays. Personal holidays may be carried forward and accumulated in succeeding year. Personal holidays may be taken at any given time provided the officer gives one-hour notice prior to his scheduled shift to an Administrator (to be defined as a Sergeant, OIC, Lieutenant, Captain or the Chief). In the event of extenuating circumstances the one-hour notice requirement may be waived. The Administrator may deny the use of the personal day if the squad does not have a minimum of at

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1 least three (3) uniformed sworn officers per shift at any one time and such denial based upon
2 the maintenance of the minimum manning level, shall not be grievable. In the event of a
3 bonafide emergency, every effort shall be made to permit the use of personal time.
4

5 E. Whenever the Township offices are closed because of a special Federal, State or Local
6 holiday, or because of a special proclamation of the municipal body, all employees covered
7 hereunder shall be paid for said holiday, at time and one-half unless the employee is
8 compensated for said holiday under Section A above.
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11 F. Whenever Township offices are closed due to a Federal or State declared emergency,
12 those Officers who work during the emergency shall receive time and one-half the straight time
13 rate if and only if, the Township shall receive reimbursement therefore from FEMA.
14

ARTICLE XII

TERMINAL LEAVE WITH PAY.

- Drucis*
- A. For employees hired prior to January 1, 1987, said lump-sum payment shall be calculated by using the number of days sick leave which have been accumulated and which have not been used to a maximum of two hundred sixty (260) and multiplying said number of days by the daily pay rate of the retiring individual immediately preceding retirement. Said daily pay rate shall be calculated by dividing the annual pay rate of the retiring person immediately prior to retirement by two hundred sixty-one (261).
- B. For employees hired on after January 1, 1987, said lump-sum payment shall be calculated by using the number of days of sick leave which have been accumulated and which have not been used to a maximum limit of one hundred eighty (180) days, except as provided below, and multiplying said number of days by the daily pay rate of the retiring individuals immediately preceding retirement. Said daily pay rate shall be calculated by the annual pay rate of the retiring person immediately prior to retirement by two hundred sixty-one (261). No employee shall receive an amount in excess of twelve thousand five hundred (\$12,500.00) dollars under the terms of this subsection.

ARTICLE XIII

SICK LEAVE

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4 A. Sick leave shall be limited to fifteen (15) days per year and shall be cumulative for
5 purposes of terminal leave.
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8 B. If an officer has a minimum of three (3) years and suffers a major illness or injury, he
9 may be eligible for up to one (1) year's sick leave with pay. However, the Township reserves
10 the right to review the nature of the illness or injury for purposes of coming within this Article.

11
12 C. An officer injured in the line of duty shall be eligible for one (1) year with pay and such
13 time shall not be deducted from sick leave.
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16 D. The Director of Public Safety and Police Chief shall have the authority to investigate
17 any pattern of chronic illness which comes to their attention.
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19 E. Minor injury - In the event an officer sustains a minor injury while on duty, an injury
20 not requiring medical attention, such injury must be reported in writing within twenty-four (24)
21 hours.
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24 F. Sick Leave Cash-In Policy

25 1. It is understood that the purpose of this policy is to act as an incentive to
26 decrease sick leave usage and to serve as a mechanism for the Township to cash-out
27 accumulated sick days.
28

2. Each eligible officer has the option to cash-in up to five (5) days of sick leave from the current calendar year's allotment. To be eligible for such cash-in, an employee must have at least ten (10) unused sick days from the fifteen (15) sick days allotted in that year. Sick days accumulated from previous years are not eligible.

3. The exchange rate of days for cash-in eligibility is as follows:

<u>Sick Days Utilized</u>	<u>Sick Days Eligible for Cash-In</u>
0 Days	5 Days
1 Day	4 Days
2 Days	3 Days
3 Days	2 Days
4 Days	1 Day
5 Or More Days	Not eligible

4. In addition to the cash out provided in Paragraph 2 herein, any officer who has utilized less than five (5) days sick leave during any calendar year and who has not less than 60 accrued 12 hour sick days on the books may cash out an additional forty (40) hours per year. This provision shall take effect January 1, 2003.

5. Requests for sick leave cash-in are to be submitted on the approved form from the Township to the Office of the Township Administrator no later than the last Monday in November of each year.

6. All accumulated sick days not cashed in shall accumulate and may be utilized for Terminal leave as per ARTICLE XII, Sections A and B.

ARTICLE XIV

HEALTH INSURANCE

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4 A. The Township shall provide the New Jersey State Health Benefits Plan (Blue Cross,
5 Blue Shield, Rider J and Major Medical Insurance) for the employee and the employee's family.
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8 B. The Township shall provide a zero dollar (\$0) deductible dental plan for the employee
9 and the employee's family.
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11 C. The Township shall also provide the same Prescription Drug Plan in effect for other
12 Township employees for the employee and the employee's family.
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14 D. The Township shall provide insurance coverage on employees in their personal vehicles
15 when said vehicles are used in the scope of employment. No said vehicle shall be used for any
16 patrol duties. If the employee agrees to use his own vehicle for transportation to and from
17 Police Training Schools, the Township shall compensate an employee for the use of his
18 personal vehicle at the IRS rate per mile.
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21 E. The Township shall supply to all employees necessary legal advice and counsel in the
22 defense of charges filed against them in performance of their duty or the defense of settlement
23 claims for personal injury, false arrests, death or property damage arising out of or in the
24 course of their employment, and the Township shall pay and satisfy all judgments against said
25 employees from said claims.
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1 F. The Township agrees that upon retirement after twenty-five (25) years of eligible
2 pension credit or at age fifty-five (55) with twenty (20) years of pension credit, or if disabled in
3 the performance of duties, the employee/retiree shall be provided with the health care benefits
4 in accordance with past practice as enumerated in Paragraphs A and B of this ARTICLE. In
5 the event that it should become legal to do so, the Township will provide the health care
6 benefits specified in Paragraphs A and B of this ARTICLE after retirement following twenty
7 (20) years of pension credit.

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10 G. If an Officer is killed in the line of duty the Township shall continue to pay insurance
11 coverage as provided hereunder for the Officer's spouse until her death or remarriage,
12 whichever comes first, and for the Officer's children until each reaches his or her 18th birthday.

13
14 H. The Township may change the Health Benefits carriers where equivalent and/or
15 superior benefits would result from such a change, including but not limited to, any effects
16 which may result in affects to any pension consideration as now allowed by law under the New
17 Jersey State Health Benefits, but only after consultation with the PBA.

ARTICLE XVUNIFORMS

- A. Uniforms including short sleeve shirts and shoes which are no longer usable shall be turned in to the Chief or Captain. Upon determination by the Chief or Captain that the uniforms and shoes can no longer be utilized, the officer will be provided with a replacement by the Department. All equipment and clothing shall be uniform.
- B. The parties further agree that all Detectives and the Juvenile Officer receive a clothing allowance of \$600.00. This uniform allowance shall be paid on or before February 15th of each year in which this contract is in effect. Repairs to clothing damaged in the line of duty shall be replaced by the Township after inspection of same. Receipts for clothing purchased are to be delivered to the Chief no later than December 31st. Each officer affected shall expend the entire allowance on plain clothes. Any money not expended by December 31 must be refunded to the Township on this date.
- C. Rain Gear, badges, ammunition, lightweight spring jackets and accident paraphernalia shall be included with the uniform and replaced in the same manner.
- D. Uniforms shall be ordered in the following manner: Summer uniforms are to be ordered on or by January 15 with delivery date on or before May 1 of that year. Winter uniforms to be ordered on or by June 15 with delivery on or before September 30 of that year. New employees will receive a full uniform allotment after hiring. Each officer will have a complement of the following uniform:

<u>ITEM</u>	<u>QUANTITY</u>
1 JACKET - WINTER	1
2 JACKET - SPRING	1
3 SHIRTS- WINTER AND SUMMER	3/3
4 PANTS - WINTER AND SUMMER	4 prs. or (3/3 summer & winter)
5 HATS - WINTER AND SUMMER	2
6 NECKTIES	2
7 RAINCOAT W/CAP COVER	1
8 SHOES	2 pair
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ARTICLE XVI

PBA STATE MEETINGS

1 A. The Executive Delegate and or Local President of the PBA shall be granted leave from
2 duty with full pay for all meetings of the PBA State Association when such officers are
3 scheduled to be on duty, providing the affected delegate gives reasonable notice to his Chief or
4 secure another employee to work in his place, providing no overtime is paid to any employee
5 to replace officer attending meetings.
6

7 B. If the Executive Delegate attends a State function outside the confines of Cape May
8 County and is scheduled to work either the midnight shift prior to or the four to twelve shift
9 after said function, he shall be excused from duty from said shift, provided that such exemption
10 from duty shall occur not more than once during any calendar month.
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ARTICLE XVII

TIME OFF

A. BEREAVEMENT LEAVE

1. Each employee shall be entitled to five (5) days bereavement leave in the event of the death of spouse, child, step-child, mother, father, brother or sister.
2. Each employee shall be entitled to three (3) days bereavement leave in the event of the death of step-mother, step-father, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law or sister-in-law.
3. Any officer attending a funeral outside of the State of New Jersey who requires additional time off may utilize sick leave therefor.
4. Officers shall be granted time off without loss of pay on the day of the birth of his/her child as well as the day on which said child leaves a hospital or birthing center for home.

B. HOLIDAY AND VACATION LEAVE

1. No squad shall have more than one absent for vacation or holiday leave at any time. For good cause the Chief may, in his sole discretion, waive this prohibition. The Chief's determination with regard thereto shall not be arbitrable under Step 3 of the Grievance Procedure contained in Article XVIII hereof.

2. Between June 15 and September 15, no officer may take off in excess of one (1) workweek in consecutive time off. This requirement shall apply to vacation leave or holiday leave. The Chief may, in his sole discretion, waive the provisions of this paragraph. The determination of the Chief shall not be arbitrable under Step 3 of the Grievance Procedure as contained in Article XVIII of this Agreement.

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ARTICLE XVIII

GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the PBA.

3. Any grievance may be raised by any officer or by the PBA.

4. Definition: A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by any employee as to any action or non-action taken towards him which violates any right arising out of his employment. The Township shall not discipline any employee without just cause.

B. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved officer shall institute action under the provisions hereof by submitting his grievance in writing within twenty (20) calendar days from the date he knew or should have known of the occurrence to the shop steward or alternate, who in turn shall forthwith file one (1) copy with the Township Clerk and one (1) copy with the Chief of Police. Having completed this, and earnest effort shall be made to settle the differences between the aggrieved officer and his immediate supervisor or the Chief of Police for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the officer from any right to proceed further with the grievance.

(b) The Chief shall render a written decision within ten (10) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the Chief of Police, the officer or the PBA may appeal his grievance to the Director of Public Safety within five (5) working days following receipt by the officer of the written determination of the Chief. Such appeal shall be in writing signed by the aggrieved officer or the PBA and delivered to the Director.

(b) The Director of Public Safety shall render a written decision of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Three:

In the event that the grievance has not been resolved at Step Two, the PBA or its authorized representative may within five (5) days following the PBA meeting next subsequent to receipt by him of the determination of the Director of Public Safety, but in no event later than thirty (30) days, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the PBA shall elect to submit the grievance for binding arbitration, the following provisions shall apply:

(a) An arbitrator shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission.

(b) The arbitrator shall be bound by the parameters of the grievance definition stated above.

(c) The decision of the arbitrator shall be final and binding upon the parties.

(d) The costs of the services of the arbitrator shall be borne equally by the Township and the PBA. The arbitrator shall set forth the finding of fact and reason for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other stature, the grievance procedure herein established by this Agreement between the Township and the PBA shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder.

Any steward or officers of the PBA required in the grievance procedure to settle disputes or any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

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C. Extension and Modifications: Time extensions must be mutually agreed to by the Township and the Employees. The time limits shall be tolled as to grievances which accrued prior to the day of the execution of this Agreement.

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ARTICLE XIX

PROMOTIONAL STANDARDS

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5 A. The Township shall cause Civil Service qualifying examinations to be conducted for the
6 rank of Sergeant whenever a vacancy exists.

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8 Patrolmen taking the examination for Sergeant shall be required to have been on the
9 Middle Township Police Department no less than three (3) years prior to taking the
10 examination.

11 Personnel in the rank of Sergeant, Lieutenant, or Captain shall be required to have been
12 in their respective rank for a period of at least one year prior to taking the examination for the
13 next higher rank.

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16 B. The Township agrees to fill by promotion in accordance with Civil Service Rules and
17 Regulations, from among the qualified employees in the contractual unit, all officer positions
18 and excluding Chief and Deputy Chief set forth in the Table of Organization for the
19 Department of Police for Middle Township in effect at the time of the execution of this
20 Agreement.

21
22
23 C. Patrol Squad Corporals: The Chief of Police shall classify one patrol officer per patrol
24 squad as the squad corporal and a minimum of one Detective as a Detective First Class. The
25 classified officer shall act as the squad supervisor in the absence of the squad Sergeant. Such
26 classification shall be based upon:

1. Departmental seniority applicable to officers assigned uniform, operations, and Major Crime Unit.
2. Performance evaluation(s) and recommendations as per the Sergeants staff meeting review. With each Sergeant and Administrator casting a vote, with the final decision to be made by the Chief of Police.
3. Officers already classified as Corporals as of December 31, 1993 shall retain the classification.
4. Patrol officers passed over for the rank of Corporal shall be informed in writing as to the reason(s) for such action.
 - a. Such notice forwarded to the affected officer in thirty (30) days.
5. An officer classified as a Corporal may be declassified and reassigned as a patrolman when/if:
 - a. Unfavorable recommendation is received from the squad Sergeant or
 - b. Evaluation(s) demonstrate(s) unacceptable levels of performance upon Sergeants meeting review or
 - c. Departmental disciplinary action of repetitious major or severe nature occurs and is concluded.
 - d. Declassified Corporal may be reconsidered for future consideration for the position.

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6. Declassification Procedure shall be:

- a. Written notification from the Chief of Police or designee indicating reason(s) and or problem(s).
- b. Thirty (30) day (calendar) probationary period to correct indicated problem(s) or reason(s).
- c. Declassification and return to patrolman status as per written notification from the Chief of Police.

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ARTICLE XX

PATROL CARS, MAINTENANCE & EQUIPMENT

A. Patrol Cars

The Township agrees to provide air-conditioned patrol cars with AM/FM radios and equipped with the "Police package" option.

B. Unsafe Vehicle

Unsafe vehicles, as reported in writing by the shift commander, shall be examined by the Chief or his designee. They then shall be declared safe or unsafe. If unsafe, the vehicle must be immediately repaired or removed from service.

C. Patrol Car Equipment

The Township agrees to provide for each officer on duty with a two-way portable radio and an appropriate carrying case that attaches to the duty belt for use at all times.

ARTICLE XXI

VACATION

A Patrol Division (12-Hour Schedule)

1. Annual vacation leave with pay shall be as follows:

First year:

If appointed prior to May 1st: 8 days

If appointed after May 1st: ½ day per month worked

2-5 years 9.5 days

6-10 years 11.5 days

11-15 years 14 days

16-20 years 17.5 days

20 years and over 21.5 days

2. Both parties acknowledge that members of the Patrol Division (12-Hour Schedule) work 2184 hours per year, 104 hours in excess of the limitations contained in Article VII A., supra. PBA Local 59 agrees and acknowledges that the vacation days set forth above for members of the Patrol Division constitutes an increase in vacation time.

3. PBA Local 59 expressly waives the right to any additional compensation of any kind for the 104 hours specified above. Both parties agree to waive any mathematical

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1 discrepancy arising out of the combination of vacation time with the 104 hours
2 aforesaid.
3

4 B. All Other Employees
5

6 1. Annual vacation leave with pay for the first year shall be earned at the rate of
7 one working day of vacation for each month of service during the remainder of the calendar
8 year following the date of appointment.
9

10
11 After the first year:

12 2-5 years	14 days
13 6-10 years	17 days
14 11-15 years	20 days
15 16-20 years	25 days
16 20 years and over	30 days

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19 C. Vacation allowance must be taken during the current calendar year at such time as
20 permitted or directed by the appointing authority unless the appointing authority determines
21 that it cannot be taken because of pressure work. Any unused vacation may be carried forward
22 into the next succeeding year only. Vacation allowance may be utilized at any time during the
23 calendar year with prior approval, including summer.
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ARTICLE XXII

BULLETIN BOARDS

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5 A. The Township shall permit the use of Bulletin Boards, located in the Police
6 Headquarters, by the local for the posting of notices concerning PBA Local No. 59 business
7 and activities.
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10 B. All such notices shall be signed by the President or by other authorized officials of the
11 local.

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ARTICLE XXIII

PROBATIONARY PERIOD

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5 A. New employees shall serve a probationary period of one (1) calendar year. During said
6 probationary period they shall be paid as if they were qualified first year patrolmen.
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9 B. For the purposes of seniority and longevity, the original date of hire shall be used
10 provided the employee has passed his Civil Service test at that time.
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12 C. For purposes of longevity and salary grade, an employee hired prior to July 1st of any
13 given calendar year is considered as having completed one full year of service on December
14 31st of that same calendar year.
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ARTICLE XXIV

MISCELLANEOUS PROVISIONS

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5 A. School: All members shall be compensated for attending school, sanctioned by the
6 Director of Public Safety, at their regular straight time rate of pay. Opportunities to attend
7 school shall be posted, and employees shall be chosen by ability and seniority. Employees
8 attending school, in addition to all other compensation, shall be compensated for meals and
9 lodging at present amounts. Whenever an employee covered herein attends a police related
10 school or college course, the Township shall provide said employee with the necessary gas and
11 oil for the employee's personal vehicle or furnish the employee with a Township vehicle, in the
12 sole discretion of the Township. School must be first approved by the Director of Public
13 Safety.
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17 B. The Township agrees to keep an up-to-date law library of the New Jersey Statutes as
18 they relate to Police activities.
19
20 C. Days off are not to be changed when it involves overtime.
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23 D. If the personal belongings of any officer are damaged in the line of duty, the Township
24 will repair or at the Township's sole option, replace same, provided that said personal
25 belongings were not damaged because of the negligence of the Officer and provided further
26 that it is reasonable that the said personal belonging should have been present at the scene of
27 the damage.
28

1 E. Any position, either newly created or existing position to be filled, will be posted. This
2 posting will occur at least (15) fifteen days prior to the appointment giving any or all
3 employees an opportunity to apply for such position vacancy. Applicants will be chosen
4 according to law.
5

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7 F. Members of the Patrol Division working a 12-hour shift who are suspended from duty
8 for disciplinary reasons shall be penalized based on definition of "day" as meaning eight (8)
9 hours pay.
10

11
12 G. Retention of Independent Counsel:

13 In the event that any officer requires independent representation as a result of the filing
14 of any criminal, disorderly persons, or motor vehicle charge against said officer during the
15 course of the performance of his duties, the following rules shall apply:
16

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18 1. The officer may select the attorney of his choice but must notify the Chief of
19 Police.

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21 2. The selected attorney shall execute a written Professional Services Contract
22 with the Township, subject to the approval of the Township Committee.
23

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25 3. The selected attorney shall consent to accept the hourly rate paid by the
26 Township to its other attorneys, at the current rate the Township is paying.
27

ARTICLE XXVWAGESA. Salary Schedule A

Salaries for all personnel covered by this Agreement and hired prior to January 1,

1996 shall be paid in accordance with Salary Schedule A as follows:

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
STARTING SALARY	\$28,046.	29,098.	30,189.	31,321.
GRAD.FROM ACADEMY	39,002.	40,465.	41,982.	43,556.
BEGINNING 2 ND YEAR	41,910.	43,482.	45,113.	46,805.
BEGINNING 3 RD YEAR	44,934	46,619.	48,367.	50,181
BEGINNING 4 TH YEAR	47,958.	49,756.	51,622.	53,558.
BEGINNING 5 TH YEAR	50,984.	52,896.	54,880.	56,938.
BEGINNING 6 TH YEAR	54,008.	56,033.	58,134.	60,314.
BEGINNING 7 TH YEAR	57,032.	59,171.	61,390.	63,692.
BEGINNING 8 TH YEAR	58,762.	60,966.	63,252.	65,624.
SERGEANT	63,253.	65,625.	68,086.	70,639.

1. Upon initial hire, each Officer shall receive a starting salary as set forth in Schedule above unless she/he has already graduated from the Police Academy.

2. Upon graduation from the Police Academy, each Officer shall receive a salary increase to the rate defined as "Graduation from Academy" on Schedule A.

Any officer who has already graduated from the Police Academy on the date of initial hire

hire shall automatically be placed at the aforementioned step.

3. For purposes of this contract, Patrolman Fritsch and Patrolman Loefflad shall be deemed to have graduated from the Police Academy on January 1, 1985. Patrolman Deviso shall be deemed to have graduated from the Police academy on January 1, 1986. Patrolmen Smedberg shall be deemed to have graduated from the Police Academy on January 1, 1987 and Patrolman Meese shall have been deemed to have graduated from the Police Academy on July 1, 1987. In addition, Patrolman C. Stocker shall be deemed to be covered under Salary Schedule A as well as he eligible for the same longevity benefits as other employees hired prior to January 1, 1996.

B. Salary Schedule B

Salaries for all personnel covered by this agreement and hired on or after January 1, 1986, shall be paid in accordance with Salary Schedule B as follows:

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
STARTING SALARY	28,618.	29,691.	30,804.	31,959
GRAD.FROM ACADEMY	34,342.	35,630.	36,966.	38,352.
BEGINNING 2 ND YEAR	38,921.	40,381.	41,895.	43,466.
BEGINNING 3 RD YEAR	42,227.	43,811.	45,454.	47,159.
BEGINNING 4 TH YEAR	45,536.	47,244.	49,016.	50,854.
BEGINNING 5 TH YEAR	48,840.	50,672.	52,572.	54,543.
BEGINNING 6 TH YEAR	52,148.	54,104.	56,133.	58,238.
BEGINNING 7 TH YEAR	55,453.	57,532.	59,689.	61927.
BEGINNING 8 TH YEAR	58,762.	60,966.	63,252.	65,624.
SERGEANT	63,253.	65,625.	68,086.	70,639.

C. Incremental Increases

1. Patrolmen under Schedule A (hired prior to January 1, 1996) shall receive an incremental increase annually on the anniversary date of graduation from the Police Academy until he reaches the maximum Patrolman's salary or is promoted to sergeant.
2. Patrolmen under Schedule A (hired on or after January 1, 1996) shall receive an incremental increase annually on the anniversary date of their initial hiring until he reaches the maximum Patrolman's salary or is promoted to Sergeant.

D. Detective Stipend.

Any officer assigned or classified as a Detective shall receive an annual stipend of \$750.00 payable in a separate check.

E. Longevity.

1. All employees under Schedule A (hired prior to January 1, 1996) shall be entitled to longevity payments equal to two percent (2%) of each employees individual base salary for every five (5) years of service to a maximum of ten percent (10%) at twenty-five (25) years, payable in accordance with Middle Township Ordinance No. 326.77.
2. All employees under Schedule B (hired on or after January 1, 1996) shall be entitled to annual longevity payments of \$3,500.00 per year commencing on an employee's 20th year of service and an annual total of \$4,500.00 commencing on an employee's 25th year of service, payable in accordance with the applicable Township Ordinance.

2. All employees under Schedule B (hired on or after January 1, 1996) shall be entitled to annual longevity payments of \$3500.00 per year commencing on an employee's 20th year of service and an annual total of \$4500.00 commencing on an employee's 25th year of service, payable in accordance with the applicable Township Ordinance.

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ARTICLE XXVI

ACTING OUT OF TITLE.

- A. In the event an officer is assigned to act out of title, he shall be selected from an existing list of eligible men for the available position., The parties agree, however, that if no existing list is current then such officer shall be selected from the rank next preceding the vacated position.
- B. Once an officer is assigned out of title, and performs in that capacity for 120 hours in the aggregate during any calendar year, he shall be compensated at the base pay of the higher title. This Paragraph shall apply to the Patrol Division only.
1. This shall also apply to special detail squads regardless of how the squad personnel are assigned.
- C. The Township agrees that it will not consciously manipulate temporary assignments in order to circumvent the provisions of this paragraph.
- D. Assignments of out of title work shall be rotated, distributing such assignments equitably among the qualified personnel on the following basis:

1. A roster of those eligible for higher rank assignments shall be maintained. A daily log will be kept, and shall be the responsibility of the personnel officer, indicated assignments or offers of assignments to higher ranked positions. Each calendar quarter it will be made available to the parties to this Agreement to ascertain whether there has been an equitable distribution of assignments. Adjustments shall be made in the next calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days for the preceding quarter.

2. Police offered assignments out of their rank may refuse them, but such refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution or assignments.

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ARTICLE XXVIICOLLEGE CREDITS

- A. The Township shall pay for college credits in police related courses at the rate of \$25.00 per college credit per year. In order to obtain credit, the Officer must obtain a grade of at least "C". The maximum amount of this benefit is not to exceed \$1,000.00 to any one employee in a calendar year.
- B. Upon earning an Associate's Degree, an officer shall receive \$750.00 per year.
- C. Upon earning a Bachelor's Degree, an officer shall receive \$1,000.00 per year.
- D. In disputes, the Department Director will be the sole judge whether the college credit earned is "police related."
- E. Bonafide transcripts of credits shall be submitted to the Township on a bi-yearly basis, the first weeks of March and September. Payments will be included in the employee's regular paycheck.

ARTICLE XXVIII

MANAGEMENT RIGHTS

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5 Except as modified herein the Township of Middle on its own behalf and on the behalf
6 of the electors of the Township, hereby retracts and reserves onto itself, all powers, rights,
7 authorities, duties and responsibilities conferred upon and vested in it by the laws and the
8 Constitution of the State of New Jersey and of the United States, including but not limited to
9 the rights to carry out the mission of the Department in all circumstances. This clause shall not
10 operate to waive or modify any rights which any party or employee may have under the laws of
11 the State of New Jersey.
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ARTICLE XXIX

COMMENDATION AND HONORABLE MENTION

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5 A. The Township agrees that when, in its estimation, a police officer has performed an act
6 of heroism or civic service worthy of commendation and/or honorable mention, said officer
7 shall be granted written recognition of said commendable service, which shall be placed in his
8 personnel file and shall additionally be awarded two (2) compensatory days in recognition of
9 said service. When an officer has received an honorable mention commendation from the
10 Township same shall be placed in writing and entered into his personnel file and he shall be
11 awarded one (1) compensatory day in recognition of said service.
12

13
14 B. An awards committee of not more than three (3) officers shall be elected by majority
15 vote of the Department and shall be responsible to recommend to the Township Chief of Police
16 or the Director of Public Safety for their consideration for meritorious service by an individual
17 or officers worthy of commendation or honorable mention.
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ARTICLE XXX

POLICEMEN'S BILL OF RIGHTS

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5 A. Members of the force hold a unique status as Police Officers in that nature of their
6 office and employment involves the exercise of a portion of the police powers of the
7 municipality.
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10 B. The wide ranging powers and duties given to the Department and its members involve
11 them in all manners of contracts and relationships with the public. Out of these contracts may
12 come questions concerning the actions of the members of the force. These questions may
13 require investigations by Superior Officers. In an effort to insure that these investigations are
14 conducted in a manner which is conducive to good order and discipline, the following rules
15 are hereby adopted:
16

- 17 1. The interrogation of a member of the force shall be at a reasonable hour,
18 preferably when the member of the force is on duty unless inappropriate.
- 19 2. The member shall be informed of the nature of the investigation before any
20 interrogation commences. If the informant or complainant is anonymous, then the
21 officer shall be so advised. Sufficient information to reasonably apprise the member of
22 the allegations will be provided. It is known that the member of the force is being
23 interrogated as a witness only, he will be so informed at the initial contact.
- 24 3. The questioning shall be reasonable in length. Reasonable respites shall be allowed.
25 Time shall also be provided for personal necessities means, telephone calls, and rest
26 periods as are reasonably necessary.
27
28

- 1 4. The member of the force shall not be subject to any offensive language, nor
2 shall he be threatened with transfer, dismissal or other disciplinary punishment. No
3 promise of reward shall be made as an inducement to answering questions. Nothing
4 herein shall be construed to prevent the investigating officer from informing the
5 member of the possible consequences of his acts.
- 6 5. If a member of the force is under arrest or likely to be, that is, if he is a suspect
7 or the target of a criminal investigation, he shall be given his rights pursuant to the
8 current decisions of the United States Supreme Court.
- 9 6. If a member, as a result of an investigation is being charged with a violation of
10 the rules and regulations, he shall be afford an opportunity to consult with counsel or
11 PBA representatives before any further interrogation.
- 12 C. An employee may see his personnel file upon request with reasonable notice to the
13 Chief of Police. If an employee wishes to answer or supplement any material found in his
14 personnel file, he may do so and his written statement shall become part of the personnel file.
15 The Chief of Police may disclose any Officer's file to any third party provided he receives
16 written permission therefor from the said officer.
- 17 D. An employee's home telephone number and address shall not be disclosed to any person
18 who is not a member of the Middle Township Police Department. Disciplinary charges must be
19 brought within 45 days from the date of the alleged infraction or the discovery of such
20 infraction. Failure to charge within 45 days shall act as a bar to the bringing of charges. No
21 Police Officer will be subjected to questioning with the use of any polygraph machines,
22 psychological stress evaluators or similar lie detector devised in internal investigations. In the

case of criminal investigation a Police Officer will have the right to be accompanied by counsel or any other person of the Police Officer's choosing during the entire interrogation of the member.

E. Disciplinary action with the exception of verbal warnings are to be presented on a "Disciplinary Action Form" with a copy made available to the Police Officer.

F. The Township will notify the Union Steward in writing of any discharge or suspension with three (3) days (excluding weekends and holidays) after the Police Officer is discharged or suspended.

G. No hearing will take place without the Union Steward being first notified and the Police Officer must be given sufficient time to receive counsel, no less than five (5) days excluding weekends and holidays.

H. The Police Officer will retain the right to appeal a written reprimand to the Director of Police. In all cases a Police Officer will be allowed to respond in writing for the record.

I. Whenever an employee has a thirty-six month period without disciplinary action, then all reprimands which may exist as to said employee shall be completely removed from the employee's file and the file shall be completely expunged on such reprimand issues. No record of such reprimand or reprimands as have been expunged shall thereafter exist.

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ARTICLE XXXI

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the PBA. In addition pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980, the Township agrees to deduct from the salaries of its employees subject to this Agreement but not members of the PBA a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the PBA less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the PBA. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967, N.J.S.A. (R.S. 52:14 -15.9(e)) shall be transmitted to the PBA Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township, written notice prior to the effective date of such change.

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C. The PBA will provide the necessary "check-off authorization" form and deliver the signed forms to the Township Treasurer. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the PBA to the Township.

ARTICLE XXII

DETECTIVES

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5 A. Each officer assigned to the Major Crime Unit shall receive a stipend of \$750.00, per
6 annum during the period of each assignment.

7 1. Payment of this stipend may be received by the officer either distributed equally
8 in his payroll payment or received in a lump sum denomination on or after July 1 of the
9 same calendar year.

10
11 2. Each officer in the position up to July 1 of the calendar year shall receive the
12 full payment for the remainder of the year irregardless of transfer out of said unit after
13 July 1.

14
15
16 B. As of January 1, 1995 all members of the Major Crime Unit will be classified as
17 Detectives.

18
19 C. An officer classified as a Detective may be declassified and reassigned as a patrolman
20 when/if:

21 1. Unfavorable recommendation is received from the squad
22 sergeant or

23 2. Evaluation(s) demonstrate(s) unacceptable levels of performance

24 3. Departmental disciplinary action of repetitious major or severe nature and is
25 concluded.
26

4. Declassified Detective may be reconsidered for future consideration for the position.

D. Declassification procedure shall be:

1. Written notification from the Chief of Police or his designee indicating reason and or problems.
2. Thirty (30) day (calendar) probationary period to correct indicated problems or reasons.
3. Declassification and return to patrolman status as per written notification from the Chief of Police.

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ARTICLE XXXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2002 and shall remain in effect up to and including December 31, 2005.

The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this Agreement is to expire. At least three (3) negotiations sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC).

It is agreed that the terms and conditions in this Agreement shall remain in full force and effect during negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Township of Middle, New Jersey on the 6th day of MAY, 2002.

**WILDWOOD LOCAL NO. 59
POLICEMEN'S BENEVOLENT
ASSOCIATION OF NEW JERSEY**

By: [Signature]
Negotiations Committee Chairman
BY: [Signature]

**TOWNSHIP OF MIDDLE, COUNTY
CAPE MAY, NEW JERSEY**

By: [Signature]
F. Nathan Doughty, Mayor
By: [Signature]
Susan Atkinson DeLanzo,
Director of Public Safety

By: [Signature]
Local PBA #59 Representative

ATTEST
: [Signature]
Negotiations Committee Secretary

ATTEST: [Signature]
Sharon Cocco, Township Clerk