#### <u>POLICE AND FIRE</u> COLLECTIVE BARGAINING AGREEMENT SUMMARY FORM

Section 1: Agreement Details	IIVE DARGAI	MING AGE	EEMENT SC	MINIART FO	ANIA		
Public Employer: TOWNSHIP OF	TOWNSHIP OF ROBBINSVILLE				County: Mercer		
Employee Organization SUPERIOR OFF	SUPERIOR OFFICER'S ASSOCIATION				Employees in Unit: 8		
Base Year Contract Term: 1/1/2011	1/1/2011 12/31/2012 New Contract Term 1/1/2013 12/31/2015						
Type of Settlement: Arbitrator's A	ward	☐ Fact-Finder		i a	☑ Voluntary Settlement		
Section II: Statutory Definition of Base Salar							
N.J.S.A. 34:13A-16.7(a): <u>Base salary</u> is the salary longevity or length of service. It shall also include contract. Base salary shall not include non-salary	provided pursuant to a sale any other item agreed to by	y the parties, or any ot	her item that was includ	oursuant to a salary incre led in the base salary a	ement, including any am as understood by the p	ount provided for arties in the prior	
		Base Year - Total Costs (Last Year of Previous agreement)			New Base Year - Total Costs (First Year of Successor agreement)		
		Column A	Column B	Column C	Column D Non-salary Economic		
Section III: Economic - Costs inside base salary		Economic Inside Base Salary	Non-salary Economic Outside Base Salary	Económic Insida Base Salary	Outside Base Salary		
Salary		\$934,568		\$953,259			
Increment		\$0	N⁄A	\$0 \$0	N/A		
Longevity		\$0	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ψ0	<u> </u>		
Section IV: Additional Costs lst economic terms: indicate either Incide or cutside base so as agreed to between the parties. <u>Item Description</u>	: atary						
Item 1							
Item 2				l ——			
ltem 3		<b></b>		<u> </u>			
Item 4	<del></del>		ļ <i>-</i>	l ——			
ltem 5					\ <u> </u>		
Item 6	·			l ——			
item 7	<del></del>		<u>-</u>	l ———	ļ		
Item 8	<del></del>						
Item 9 Any additional items list on separate sheet	Additional Items						
Any auditorial terms list on separate sheet	) Malestia Irons						
Section V: Totals - Sum of costs in each column		\$934,568	\$0	\$953,259	\$0		
		(Total Economic) Section III & IV	(Total Non-salary Economio)	(Total Economic) Section III & IV	(Total Non-salary Economio)		
Section VI; Analysis of new successor agreement		<i>NEW</i> AGREE	MENT ANALYSIS				
Total Economic Base Year(previous agreement) \$934,566	8						
Effective Date (m/d/yyyy)	1/1/2013	1/1/2014	1/1/2015				
Percent Increase	2%	2%	2%				
Actual dollar increase	\$18,691	\$19,065	\$19,446		<del></del>		
	\$953,259	\$972,325	\$991,771	<u></u>			
Section VII: Impact of Settlement - average ann	ual increase over term of a	greement					
Percentage impact (average per year over term of agreement)	2%						
Dollar Impact (average per year over term of agreement)	\$19,068						
Section VIII							
Medical Costs	Base Year	Year 1					
Cost of Health Plan	\$85,109	\$106,758	\$115,832	\$119,886			
Employee Contributions	\$8,657	\$12,946	\$27,555	\$41,228			
Prescription	\$19,982	\$28,596	\$28,465	\$31,634			
Dental	\$8,464	\$7,927	\$9,060	\$7,433			
Vision	\$0	\$1,435	\$1,435	\$1,722			
The undersigned certifies that the foregoing for	inures are true and is sun	are that if any of the	foregoino items are fa	ise, sihe is subject to	punisment.		
Section IX	Menno the director to the	and the state of the l		-Est series to maniquet to			
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<u> </u>	Print Name		•		~ 1		
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	Signature				ham alple =1 ::-	Day sada oa oa	
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### MEMORANDUM OF AGREEMENT

The Township of Robbinsville ("Township") and Robbinsville SOA Local 344 ("SOA"), hereby agree to this Memorandum of Agreement with respect to a successor collective bargaining agreement between the parties. This agreement is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Township Council and SOA members, respectively).

The terms of the Memorandum are as follows:

- 1. The term of the successor agreement shall be from January 1, 2013 to December 31, 2015.
- 2. All terms of the existing contract shall remain in full force and effect, except as modified by this Memorandum.
- 3. The parties shall mutually create and agree upon a successor collective bargaining agreement, including salary guides, from the terms of this Memorandum.
- 4. In Article VI, clarify that officers hired after May 21, 2010 are subject to a cap of \$15,000 for "Accumulated Retirement Sick Leave Payment" as set forth in P.L. 2010, Ch. 3.
- 5. In Article VI, clarify that unused sick time is forfeited unless the officer retires from PFRS.
- 6. In Article VII.E., eliminate payment of personal time when an employee resigns or is terminated, but allowing the payment of earned unused personal time at retirement.
- 7. In Article VII.E., clarify that personal time must be used in the earned year or it is forfeited.
- 8. Modify Article VIII as follows:

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

# "A. FULL HEALTH CARE COVERAGE

1. The Employer shall provide to all Employees, and in cases where it is appropriate, their families, the health care benefits as set forth in this Article.

2. The insurance carrier shall be AmeriHealth and benefits provided under the PPO 20/300 plan. The Township shall have the right to select and change carriers.

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

- 3. Effective January 1, 2013, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78. If Public Law 2011, Chapter 78 should be invalidated with regard to employee contributions to health insurance, the contributions for all health insurance received under this Agreement will in no instance be less than 1.5% of his/her salary. Deductions will be made from the Employee's paycheck on a biweekly basis. This provision is not intended to include those Employees who waive their health care coverage by the Township.
- (a) Effective January 1 (2012) co-payments for primary care doctor visits, specialist doctor visits, and emergency room visits shall be the responsibility of the employee and shall not exceed \$25/\$35/\$55, respectively.
- (b) Effective January 1, 2012 co-payments for outpatient surgery shall be \$100 and co-payments for inpatient hospital admissions shall be \$300, which are the responsibility of the employee. The Township will, however, upon submission of a receipt of payment of one of co-payments in this paragraph, reimburse the employee \$100 per year.
- 4. A prescription drug plan shall be provided for Employees effective January 1(2012.) Said plan shall include a \$15 co-pay provision for generic drugs, \$35 preferred brand drugs and \$50 non-preferred."

## Modify A.4.(a) as follows:

For current employees, the Township will provide the health benefits on the same terms and conditions as benefits are provided to current employee for any employee who retires from the Township after 25 years in PFRS, or on a disability retirement, until the retired employee becomes eligible for Medicare. Once a retired employee and his or her spouse becomes eligible for Medicare, the Employee and his or her spouse shall enroll in Medicare and in addition, as a means of supplemental health care coverage to Medicare, the retired employee and his or her spouse shall be covered under the Township's Indemnity Plan provided by AmeriHealth for retirees who are Medicare eligible. . . .[retain remaining Medicare language of paragraph 4(a)].

In the event a retired employee obtains employment with another employer who provides the same or better coverage, the employer's obligation shall cease. If the employee shall lose his coverage with the other employer, the retired employee shall be reinstated to coverage on the same terms and conditions as benefits are provided to current employees.

# [Retain A.4.(b) and (c) from current contract]

Add as new paragraph A.4.(d): Any employee who had 20 or more years in the Police and Firemen's Retirement System as of June 28, 2011 and who retires on

or after January 1, 2013, shall receive retiree health insurance provided under this Article at no cost to the retiree. Any employee who had less than 20 years of service in the Police and Firemen's Retirement System as of June 28, 2011, and who retires on or after January 1, 2013, shall contribute to his/her retiree health insurance provided for in this Agreement that amount required under Public Law 2011, Chapter 78.

Add as new paragraph A.4. (e): All employees hired after January 1, 2012 will be required to contribute 35% of the cost of their retiree health benefits in retirement.

# Modify paragraph B as follows:

### **DENTAL INSURANCE**

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

## Modify paragraph D as follows:

- 9. In Article X, Clarify A.6. that employees who are terminated or resign in lieu of termination shall not be paid for accrued and unused vacation time, and eliminate paragraph C.2.
- 10. In Article XI, salaries shall be increased across the board as follows: 2% in 2013; 2% in 2014; and 2% in 2015. The newly promoted Sergeant Step shall be eliminated effective January 1, 2013.
- 11. In Article XII, add that, notwithstanding that Lieutenants are not eligible for overtime, Lieutenants will get overtime for work done outside their regularly scheduled shifts during a state of emergency declared by either the President, Governor, or Mayor, which declaration impacts on the Township. At the Lieutenant's election, he or she may elect overtime in the form of pay or compensatory time.
- 12. In Article XIII, Delete current language and replace with "Administrative staff shall receive each month 4 hours of compensatory time for on call status."
- 13. In Article XIX, eliminate Step Four; clarify that arbitration can only be sought by Union or Township and modify time period for requesting arbitration to 30 days; and eliminate E.5. and E.6.
- 14. Article XXIII shall be modified to incorporate the following:

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All Quasi-Duty pay that is funded by the Township, i.e. a Township-contracted job, shall be \$50.00 per hour. No Administrative fee will be charged for this work. All Quasi-Duty pay that is funded by a third-party vendor, such as JCP&L, Verizon, Comcast, etc., will be paid at \$70.00 per hour, and the Township will charge an additional \$10.00 per hour to the vendor to cover Administrative costs. A flat rate of \$50.00 per day will be charged to the vendor for the use of a vehicle.

Officers are guaranteed 2 hour minimum on all Quasi-Duty jobs. Time and one-half will be paid to the officers for Quasi-Duty work after 8 hours of work.

15. In Article XXVI, eliminate paragraphs A and B and replace with the following:

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

- 16. In Article XXVII, modify Article to reflect that the Township will indemnify employees from civil suits for conduct arising out of the performance of their duties and within the scope of their employment.
- 17. In Article XXXI, modify to reflect current dates of contract.

FOR THE TOWNSHIP:	FOR THE SOA:
	John
Mickele Seigfru D, Attest	
JU	
Dated: 3 25 1 3	Dated: 3/8/2013