

## MEMORANDUM OF AGREEMENT

The Township of Middletown (“Township”) and Middletown Police Superior Officers Association (“SOA”) have agreed to the following terms for a successor contract. This Memorandum of Agreement is subject to the ratification of the SOA and the Governing Body of the Township.

Except as modified herein, the terms of the prior Agreement shall continue.

1. **Duration:** The term of the new Agreement shall be January 1, 2018 through December 31, 2021.

2. **Article XXII – Salaries**

Amend Paragraph A to include the following:

1/1/2018 – 12/31/2018 – 0%

Effective and retroactive to 1/1/2019 – 4.79%

Effective 1/1/2020 – 3.50%

Effective 1/1/2021 – 3.25%

	1/1/17	1/1/18 <sup>1</sup>	1/1/19	1/1/20	1/1/21
<b>Sergeant</b>	\$128,586.00	\$128,586.00	\$134,742.00	\$139,458.00	\$143,990.00
<b>Lieutenant</b>	\$142,371.00	\$142,371.00	\$149,187.00	\$154,409.00	\$159,427.00

3. **Article XV – Surgical and Health Plans**

- (i) **Delete first paragraph of expired contract and replace with the following:**

All SOA members will move into the POS Plan effective April 1, 2019 except for the following three officers who will continue in the PPO Plan: Lt. Neal Hansen; Lt.

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<sup>1</sup> No retroactive pay for 2018.

William Straniero; and Sgt. James Prosinski. Those promoted into the SOA after July 1, 2015 shall carry with them whichever plan they participated in as Police Officers.

The Township agrees that members and their dependents who are being treated by providers which are not part of the POS network for non-chronic conditions as of the date of ratification of this MOA may continue treatment with those out-of-network providers until October 1, 2019 at the in-network rate.

**(ii) Delete from Article XV, Section A(1):**

The existing Qualcare PPO Plan will continue as an option available to employees and their dependents represented by the SOA as of July 1, 2015.

**(iii) Amend Paragraph A as follows:**

Modify all relevant sections of Paragraph A, subparagraphs 1 and 2, and Paragraph B to allow all officers to participate at their option in the POS or HMO plans with only legally mandated premium sharing to be contributed, if any. PPO restrictions shall remain. Any changes between plans shall occur during open enrollment.

**(iv) Amend Paragraph A(1) as follows:**

The parties agree that if the 2018 excise tax (aka, "Cadillac Tax") as set forth in the Affordable Care Act is applicable to the health insurance plans available to SOA unit members, upon receipt of a written request by the Township, the SOA agrees to re-open the collective negotiations agreement as to health insurance and wages, only, to negotiate regarding the impact of the excise tax. The reopener shall not take place prior to the application of the excise tax. During the reopener, all terms and conditions of

employment, including salary guide movement, shall remain in effect.

(v) Delete Paragraph (A)(2) and the Township shall maintain the same by resolution or ordinance.

(vi) **Replace Paragraph D with the following:**

D. Effective April 1, 2019, all employees shall enroll in the BeneCard 3 plan. Co-pays shall be as follows: Generic:\$7.50; Preferred Brand: \$20.00; and Non-Preferred Brand: \$35.00. Mail order co-pays shall be twice the retail co-pay for a 90-day supply.

(vii) **Add the following to Paragraph F(1):**

An officer who retires on or after January 1, 2018 shall maintain the benefit classification that he had when he retired or may change to a lesser classification in retirement. For example, if an officer retired with an employee plus one plan, he cannot move to a family plan in retirement but can move to the single plan. However, if the officer retired under the family plan, he can add post-retirement children.

Notwithstanding, the foregoing, an employee who marries or who enters into a civil union after retirement may add a spouse or partner. The foregoing restrictions shall not apply to an officer who retires on a disability due to an on-the-job injury.

Subject to the limitations of this section, an employee who is receiving healthcare benefits at the time of his/her retirement and opts out of receiving healthcare benefits upon retirement will be permitted to reenroll in the Township healthcare benefits program under the same benefit classification that he/she received at the time of retirement, or may reenroll in a plan with a lesser classification.

(viii) Add the following subparagraph (a) to Paragraph F(1):

Retired employees or their dependents (including retired employees on disability retirements) who reach age 65 and/or are eligible for Medicare must enroll in both Part A (hospital insurance) and Part B (medical insurance) of Medicare. Retired employees shall provide proof of enrollment to the Township. Acceptable proof is a photocopy of the Medicare identification card reflecting both Part A and Part B effective dates; or a letter of confirmation from Social Security stating the effective dates of Medicare Part A and Part B enrollment. Medicare shall be the primary payer of claims. The Township's coverage shall become secondary to Medicare such that the Township will pay only that portion of eligible claims that remains in excess of that which is covered by Medicare Part A and Part B. If a retiree does not enroll in Medicare, then he will only be reimbursed by the amount that the plan would have paid as if he enrolled in Medicare.

(ix) Add Paragraph H as follows:

The parties agree that employees shall contribute to medical insurance according to the applicable year 4 contribution rate based on the Chapter 78 grid for the duration of this Agreement.

### **3. Article III – Association Rights and Privileges**

Add: The Township shall provide space for a gym at or close to Headquarters. The gym may be accessible to other Township employees in addition to sworn regular police officers.

### **4. Article IV – Bill of Rights**

Amend paragraph E as follows: An employee shall not be required to report the

employment of a spouse or children except for purposes of health benefits opt out.

**5. Article VIII, Sick Leave**

- (i) Amend paragraph C (2) as follows: Employees will not be charged for sick, vacation or compensatory leave when on disability leave for work-related injuries which involve absences of less than seven (7) days and does not entitle for which the employee is not entitled to receive worker's compensation or temporary disability benefits. Will result in no docking of sick, vacation or compensatory time. Employees must provide adequate proof of disability being work-related at the Township's request.
  
- (ii) Amend paragraph D as follows: Intentionally self-inflicted injuries shall not be covered under this provision, nor shall gross negligence. The burden of proof on these exceptions rests solely with the Township Committee/Management, except that if the employee claims that the injury is job-connected, such determination shall be made by a Judge of Compensation.
  
- (iii) Amend paragraph G as follows: In the event a disagreement should arise between a member of the association and the employer with respect to the existence or extent of a job-connected disability or illness such issue shall be determined by a Judge of Compensation.
  
- (iv) Add the following to the end of paragraph H.(3): Any employee hired after

May 21, 2010 shall have any sick day payout capped at \$15,000.00.

- (v) Add the following to the end of paragraph H(6): The number of days an employee shall be permitted to take as paid leave under this provision shall be capped at the applicable monetary or daily cap.
- (vi) Add the following to paragraph H(11) after "Retirement System" and before the word "shall": as a result of a work related injury ...
- (vii) Paragraph H(12): change quarterly prorating to prorating by 2 months.

- 7. The terms of this Memorandum of Agreement are subject to ratification by both the SOA and the Township's Governing Body.
- 8. All other proposals of the parties not contained herein are withdrawn.

**Middletown Township Police SOA**

**Township of Middletown**

By: \_\_\_\_\_



Dated: 2/14/2019

By: \_\_\_\_\_

Dated:

