

RESOLUTION R2010-108

**EAST WINDSOR TOWNSHIP
MERCER COUNTY**

WHEREAS, as a result of negotiations, the Superior Officers' Association of the East Windsor Policeman's Benevolent Association Local 191 and the Township of East Windsor have reached agreement on the terms and conditions of a collective bargaining agreement for the period beginning January 1, 2010 and expiring on December 31, 2012; and

WHEREAS, the attached Memorandum of Agreement has been ratified by the members of the Superior Officers' Association of the East Windsor Policeman's Benevolent Association Local 191; and

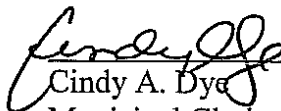
WHEREAS, the Superior Officers' Association of the East Windsor Policeman's Benevolent Association Local 191 acknowledges that its members are subject to and bound by the provisions of the public employee pensions and health benefits reform laws: S-2/A-2461 (P.L. 2010, c.1), S-3/A-2461 (P.L. 2010, c.2) and S-4/A-2459 (P.L. 2010, c.3), enacted on March 22, 2010, which include, among other things, the requirement that all local government employees pay 1.5% of their salary toward the cost of health insurance benefits beginning on the effective date of this legislation; and

WHEREAS, the Township Council has reviewed the attached Memorandum of Agreement and finds it to be in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey as follows:

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute the attached Memorandum of Agreement between the Township and the Superior Officers' Association of the East Windsor Policeman's Benevolent Association Local 191 effective January 1, 2010 and expiring December 31, 2012.
2. The attached Memorandum of Agreement is approved by the Township Council subject to the acknowledgement by the Superior Officers' Association of the East Windsor Policeman's Benevolent Association Local 191 that its members are subject to and bound by the provisions of the public employee pensions and health benefits reform laws: S-2/A-2461 (P.L. 2010, c.1), S-3/A-2461 (P.L. 2010, c.2) and S-4/A-2459 (P.L. 2010, c.3), enacted on March 22, 2010, upon the effective date of this legislation.
3. A copy of the said Memorandum of Agreement will be available for public inspection in the Office of the Municipal Clerk.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the East Windsor Township Council at a meeting held on June 1, 2010.


Cindy A. Dye
Municipal Clerk

MEMORANDUM OF AGREEMENT BETWEEN
EAST WINDSOR TOWNSHIP AND
THE SUPERIOR OFFICERS' ASSOCIATION OF THE NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 191

This MEMORANDUM OF AGREEMENT ("MOA") is entered into this _____ day of May 2010, by and between East Windsor Township (hereinafter the "Township") and the Superior Officers' Association of the New Jersey State Policemen's Benevolent Association Local No. 191 (hereinafter the "Association").

WHEREAS, the Township and Association are parties to a collective bargaining agreement (the "Agreement") effective January 1, 2006 through December 31, 2009; and

WHEREAS, the Association is the sole and exclusive negotiating agent and representative of all the employees in the bargaining unit, as defined in Article I (B) of the Agreement; and

WHEREAS, the Township and the Association have agreed to an extension of the Agreement through December 31, 2012, as modified herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Township and the Association agree to the following provisions to be incorporated in a successor Agreement:

The parties agree to a three year contract for 2010 through 2012, incorporating the following basic financial terms:

1. Health Insurance Benefits – Active Employees
 - A. State Health Benefit Plan NJ Direct 10 in place of all existing health benefit provisions in the Agreement.
 - B. Employee Prescription Drug Plan: \$3.00 Generic, \$10.00 Brand Name, \$5.00/\$15.00 Mail Order (90 day supply) in place of all existing prescription drug provisions in the Agreement.
 - C. Retain \$500.00 out of pocket cap contract language for family deductible and out-of-network co-pays as provided in Article X B(2)(c) of the Agreement. It was not the intention of the Township to continue to include this language, and it is expressly understood by the parties that upon expiration of this collective bargaining agreement this provision will be a subject of renegotiation
 - D. Dental/Optical benefits remain the same as provided in the Agreement, to the extent not covered under the State Health Benefit Plan.
 - E. Employees shall contribute 1.5% of base salary to premium, commencing May 21, 2010.

F. New employees hired after January 1, 2010 shall pay *an additional .5%* of base salary to premium

G. Payments for waivers or reductions of health benefits shall be in accordance with State laws governing those provisions and implementing Township personnel policies

2. Health Insurance Benefits – Retirees

A. State Health Benefit Plan NJ Direct 10 and State Health Benefit Plan NJ Direct prescription plan, as provided for new retirees.

B. New employees hired after May 21, 2010 shall pay 1.5% of pension to premium.

3. Terminal Leave/Service Retirement

A. Reduce maximum from \$20,000 to \$15,000 beginning January 1, 2012 for current employees.

B. Reduce maximum from \$20,000 to \$15,000 beginning January 1, 2010 for new employees.

4. Sick Leave Buy Back

A. Eliminate annual sick leave buy back beginning January 1, 2010 for new employees

B. Current employees – no change

5. Education Incentive

A. 2010 – Reduce reimbursable credit per semester from 12 to 6, with an annual maximum of 18, and cap all reimbursable payments to all employees at maximum \$50,000.

B. 2011 – Reduce reimbursable credits per semester from 12 to 6, with an annual maximum of 12.

C. 2012 – Reduce reimbursable credit per semester from 12 to 6, with an annual maximum of 18.

D. Retain one time payment for each level of Degree at 2009 levels.

6. Longevity

A. Current employees

2010 – 0% increase

2011 – 1% increase

2012 – 1% increase effective July 1, 2012

B. New employees hired after January 1, 2010 shall have a new longevity schedule as follows:

Months of Service
Commence – Complete

Longevity Compensation
In addition to salary

| | |
|------------|--|
| 109 - 168 | 1.50% of base salary for Years 2010 – 2012 |
| 169 - 228 | 2.50% of base salary for Years 2010 – 2012 |
| 229 - 288 | 3.50% of base salary for Years 2010 – 2012 |
| 289 - Over | 4.00% of base salary for Years 2010 - 2012 |

7. Step System

A. No change for existing employees.

B. New employees hired after January 1, 2010 shall be governed by the following new step system for January 1, 2010 through December 31, 2012:

| CLASSIFICATION | RATE | HOURLY |
|----------------|-----------|---------|
| Patrolman A | \$57,119 | \$27.46 |
| Patrolman B | \$69,528 | \$33.43 |
| Patrolman C | \$73,601 | \$35.39 |
| Patrolman D | \$77,674 | \$37.34 |
| Patrolman E | \$81,747 | \$39.30 |
| Patrolman F | \$85,820 | \$41.26 |
| Patrolman G | \$89,893 | \$43.22 |
| Sergeant | \$103,642 | \$49.83 |

For 2011 and for 2012, the rates will be increased in accordance with the salary increases provided for in paragraph 9, below.

8. Personal Days

A. Effective January 1, 2011, 12 additional hours of personal time, or 8 hours in the event of an 8 hour work day.

B. Effective January 1, 2011, eliminate option to cash out any personal time. Unused personal time may be converted to vacation time only.

C. The decision of the Chief of Police or his designee to grant or deny a request may be based on whether the request will generate overtime or other extra non-regular costs.

9. Salary Increases

| | | |
|----|------|-----------------------------|
| A. | 2010 | 0% |
| B. | 2011 | 1.5% |
| C. | 2012 | 2.5% effective July 1, 2012 |

10. No changes in Holiday and Holiday Pay, Vacation and Vacation Pay, Clothing and Shoe Maintenance, On Call/Standby Pay.

11. PBA Local 191 will withdraw, with prejudice, the unfair labor practice filing regarding the Township health benefit program change.

12. Notwithstanding that these are managerial prerogatives, not subject to negotiations or arbitration, there will be no layoffs in 2010 and any layoff notices previously issued will be rescinded.

13. Notwithstanding that these are managerial prerogatives, not subject to negotiations or arbitration:

A. The Township will authorize the promotion of a Sergeant to the existing unfilled Lieutenant's position and will authorize the promotion of an officer to the Sergeant's position opening created by that promotion.

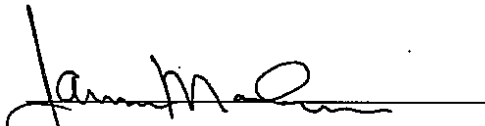
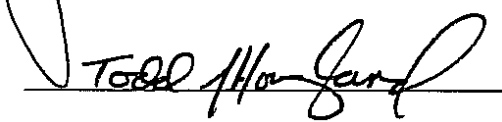
B. The Township will fill the officer position vacated by the retirement of Sergeant Pincus, and will authorize the promotion of an officer to the Sergeant's position opening created by the retirement.

14. Except as modified above, the parties agree that all other terms and conditions of the Agreement will remain unchanged and in effect through December 2012. This Memorandum of Agreement is incorporated into and made a part of the Agreement.

This Memorandum of Agreement was ratified on May 14, 2010 by the Superior Officers' Association of the New Jersey State Policemen's Benevolent Association Local No. 191.

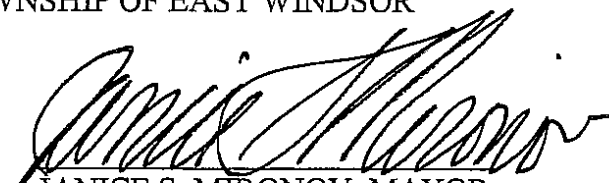
THE SUPERIOR OFFICERS' ASSOCIATION OF THE NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 191

BY:

TOWNSHIP OF EAST WINDSOR

By:


JANICE S. MIRONOV, MAYOR


Cindy A. Dye, Municipal Clerk