

AGREEMENT

BETWEEN

MIDDLETOWN TOWNSHIP

AND

MIDDLETOWN TOWNSHIP POLICE

SUPERIOR OFFICERS ASSOCIATION

January 1, 2005 through and including December 31, 2008

S.O.A. CONTRACT

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ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Police Superior Officers Association of the Middletown Police Department as the exclusive bargaining agent for all sworn superior officers (Sergeants and Lieutenants), excluding Chief and Deputy Chief.

B. The title of policeman or officer shall be defined to include the plural as well as the singular and to include males and females in the use of the word employee, policeman or officer and shall be intended to include all persons in the bargaining unit.

C. The Police Superior Officers Association does not represent or negotiate on behalf of any Superior Officer who has retired prior to January 1, 2005.

ARTICLE II

NEGOTIATING PROCEDURE

A. The parties agree to begin collective bargaining negotiations for a successor agreement in accordance with the statutes and rules of the State of New Jersey, and both parties shall bargain in good faith in order to reach an agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin with the first mutual bargaining session to be held between June 1 and August 1 of the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all duly certified members of the unit, be reduced to writing, be signed by the authorized representative of the Township and the Association and adopted by the Township.

B. During negotiations, facts, opinions, proposals and counter proposals will be exchanged freely by the parties thereto. The Township shall furnish the Association Representatives with

detailed information concerning the financial resources of the Township and the tentative line item for officer's salaries in the itemized budget prior to the date on which negotiations are held, and if not, as soon as possible thereafter.

C. Neither party shall have control over the selection of negotiating representatives of the other party. Either party may call upon professional advisors to serve as consultants during any phase of the negotiations at their individual expense.

D. This agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing executed by both parties.

E. In all negotiating sessions at least one person with authority to represent each side shall be present at the meeting. For this purpose the parties agree that no negotiation session shall begin unless the Association is represented by either its President, Vice President or their designated representative and the Municipal government is represented by either the Mayor or an elected committeeman, or the representative appointed by the Township Committee to carry out negotiations. In addition to the persons required to begin negotiating sessions, either side may bring to the negotiation sessions any representatives it may choose, including, but not limited to their respective attorneys, negotiating representatives or the Township Administrator.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. The SOA shall have the right to conduct meetings at reasonable times on municipal premises provided twenty-four hour notice is first given to the employer by requesting the permission

of either the Chief of Police or the Township Administrator. The employer shall select an appropriate place, depending on the number of persons to attend as estimated by the SOA. The Association shall not be required to identify the persons who are to attend the meeting, nor may the meeting interfere with the efficiency of the police department.

B. The Township agrees to be bound by the provisions of N.J.S.A. 11A:6-10.

C. The Association President and/or his representatives shall have the right to visit the Township Administrator or Chief of Police, police headquarters and all other police occupied facilities during off-duty hours for Association business. The Association President or his representative shall have the right to visit other officials of the Township government for Association business and for such meetings as are necessary.

D. The Township will provide the SOA with sufficient wall space for a bulletin board. This space must be easily accessible to all members.

E. The Association shall be furnished with copies of all directives, general orders, special orders, personnel orders, rules, regulations and procedures which are in writing for employees covered by this contract. Said copies of the above shall be furnished to the Association within approximately (7) calendar days of the promulgation.

F. The President of the SOA and its Officers shall be entitled to up to eight (8) paid days of leave, in the aggregate, to attend SOA related functions or meetings at local, state or national locations. These functions may include seminars relating to collective negotiations or other meetings involving matters related to operation of the SOA, as determined by the SOA. No more than two (2) SOA officers shall take paid time off at any one time to attend such meetings. The eight paid leave days are the total to be provided to the SOA President and any of the other Officers designated by the SOA, but the SOA may request additional time off for the President and/or other SOA officers from the Chief of Police or his/her authorized representative.

G. The Association shall have the right to use the inter-township mail facilities and Township Hall mailboxes as it deems necessary and without the approval of any administrator or management personnel. The right to use the mail facilities shall be limited to SOA business only.

ARTICLE IV

BILL OF RIGHTS

A. Members of the SOA hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the SOA. These questions may require investigations by Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The Township is governed by and obligated to comply with the provisions of N.J.S.A.40A:14-147, N.J.S.A. 40A:14-181, N.J.S.A. 11A;1-1 et seq., and N.J.A.C. 4A:1-1 et seq.

C. This article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

D. There shall be only one police department personnel file, which shall be maintained in the office of the Chief of Police and members of the Police Department shall have the opportunity to review their personnel file, upon request, within a reasonable period of time to the Chief of Police or his designees between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday. The employee may copy any document which is in his file.

E. An employee shall not be required to report the employment of a spouse or children, except pursuant to valid Court Order or State Administrative Ruling.

F. Photographs of any employees shall not be displayed or made available to any member or segment of the news media without the approval of the employee, except pursuant to a valid court order or State Administrative Ruling.

G. The address of an employee's residence and telephone number shall not be made known to anyone without said employee's permission unless in a criminal investigation, or as may be required by valid Court Order or State Administrative Ruling.

H. The Chief of Police or his designee will have the sole power to determine whether an employee shall be required to carry his weapon by written direction. The Township represents that any existing Township Ordinance shall comply with this provision.

I. The Township shall not enter into any contractual agreement with a member which in any

way alters, reduces, compromises, amends or conflicts with the terms and provisions of this Agreement and the rights and privileges conferred pursuant to this Agreement.

ARTICLE V

SENIORITY

A. Traditional principles of seniority shall apply to employment covered by this agreement as to any requests for annual vacation for a calendar year from January 1 through December 31. The selection of vacation periods for the following calendar year shall be submitted by each employee between December 1 and December 15 and notification shall be given to the employee by December 31, if his or her vacation request has been approved; but, if the employer does not notify an employee by December 31 of each year that his or her vacation requests have been approved or denied, then the employee shall notify the administrator in writing on or before January 7, and if the administrator/employer does not notify the employee that his or her vacation request has been approved or denied by January 22 of that year, then the vacation request shall be approved. Traditional principles of seniority shall not apply to additional requests for vacation made after December 31 of each years.

B. Compensatory days off require three (3) days notice whether earned or awarded. The Chief of Police, or his designee, may waive the three (3) day notice requirement. If the employee fails to give notice to the employer within the above-described time periods, principles of seniority will not apply.

C. Upon all other things being equal, traditional principles of seniority shall apply to employment covered by this Agreement as to shift transfers, reductions in force, and promotions, where the qualifications of the eligible employees are equal, except where the promotions are governed by N.J. Dept. of Personnel statutes, rules or regulations.

D. A master seniority list based on the above definitions shall be maintained and a copy supplied annually to the Association in October of each calendar year. The list shall indicate the official seniority standard of all members of the Police Department.

E. Traditional principles of seniority shall apply when officers are needed to work overtime, unless specialized services are needed. Overtime is to be offered first to the rank position that is being replaced, when on duty supervisors are not adequate to provide sufficient supervisors. Overtime will be offered first to the officer of the same rank as the position being replaced on the prior shift as a holdover, and then to the officer of the same rank on the succeeding shift to report early for the minimum hours necessary to provide supervision. If neither accepts it will be offered to other officers of the same rank by seniority first, and the minimum four-hour call-back will apply.

ARTICLE VI

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the employer or any of its agents, or the Association or any of its agents, against employees covered by this Agreement because of membership or non-membership, or for activity or inactivity in the Association. The employer or the Association shall not intimidate or coerce employees into membership. Neither the employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

B. No assignments shall be made for punitive reasons.

ARTICLE VII

SAFETY REGULATIONS

The parties hereby agree to establish a health and safety committee. Said committee shall be comprised of an equal number of Township and SOA representatives (this number, if agreeable, to include PBA representation). Said committee shall meet quarterly at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

ARTICLE VIII

SICK LEAVE

A. All permanent full-time employees covered by this agreement shall be granted sick leave with pay in the amount of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. The employer reserves the right to extend sick leave.

B. An employee absent on sick leave shall report his absence at least two (2) hours prior to the start of his shift except where emergent circumstances would prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible. Employees who normally report for work at six (6:00) A.M. shall report his absence at least one (1) hour prior to the start of his shift.

C. (1). The Township Committee by ordinance, may provide for granting leaves of absence with pay, not exceeding one year, to members and officers of its Police Department who shall be injured, ill, or disabled from any cause, provided the examining physician appointed by said

governing body shall certify to such injury, illness or disability.

(2). Disability leave for work-related injuries which does not entitle the employee to receive workers 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 managements request.

(3). After the one year is completed, if permitted, by ordinance as provided for in subsection (1) above, an employee shall be entitled to use accumulated sick days, vacation days, and compensatory time.

(4). If an employee suffers any injury or service connected disability, said employee must apply for Worker's Compensation Benefits if applicable. Any temporary disability benefits paid by Worker's Compensation during the time period referenced in subsection (1) above will be paid to the employer.

D. 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. Any employee who accepts or continues outside employment while receiving disability payments under this section shall be deemed physically fit to return to duty subject to the loss of disability.

E. The employer retains the sole and exclusive right in its discretion to extend the period of disability as a result of illness or injury beyond one (1) year.

F. Sick leave may be extended and paid by and at the sole discretion of the employer in excess of the amount accrued by the employee.

G. 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 determine by a physician who shall be mutually agreed upon by the parties on the basis of his qualifications. In the event there shall be disagreement between the parties as to the result of the physician's examination, it shall be submitted directly to arbitration in accordance with the terms of this agreement.

H.(1). Should an officer at the time of his retirement or separation from service have accumulated but not used sick days, holidays and/or vacation time, then such employees shall be paid

at the rate of 100% of the amount accrued for any of the above, provided he has served twenty (20) years and one day or more. Pursuant to H. 1. through H. 12. said employee shall be paid for his accumulated sick days, holidays and/or vacation time at the same rate of pay he was earning at the time of his separation from service, retirement, etc. Should an officer at the time of his separation from service serve 20 years or less, then such employee shall be paid at the rate of 100% of accrued vacation and holidays at the time of separation from service.

H.(2). Terminal Leave Formula

Employees hired before 10/01/96 (except those employees who are entitled to higher amounts pursuant to H.4) shall be eligible to be paid 100% for each unused accumulated sick day at the same rate of pay he or she was earning at the time of separation from service, retirement, etc. on the basis of the following:

25 years of service:	150 paid days
26-years of service:	160 paid days
27 years of service:	170 paid days
28 years of service:	180 paid days
29 years of service:	190 paid days
30 years of service:	200 paid days

H.(3) New Hires. Any employee hired after 10/01/96 shall be eligible for no more than 150 such paid sick days regardless of years of service at the time of retirement. Employees hired after 1/1/05 shall be eligible for no more than 125 such paid sick days regardless of years of service at the time of retirement.

TERMINAL LEAVE CAP MAXIMUM

H.(4). Officers With More Than 150 Sick Leave Days

For the purposes of establishing a Terminal Leave Cap, those officers who have accumulated more than 150 sick days as of 10/01/96 will have that number capped at the number of such sick days accumulated as of that date plus a maximum of five (5) days which may be accrued from their unused 1997 sick leave, except those employees whose service exceeds 25 years may be capped at a higher number pursuant to the schedule in H(2).

For those employees who are "capped" at a higher number of sick days above 150, and thereafter use a portion of those sick days because of illness or injury, they may reaccumulate sick days until they reach their "capped" number, which was above 150.

H.(5). Sick Leave Accumulation.

Unlimited accumulation of sick leave beyond 150 days for the purposes of sickness shall be permitted.

H.(6). Paid Leave Option.

An employee shall have the option to be paid said terminal leave pay in a lump sum check on his/her last day of active service, or be permitted to use such accumulated terminal leave as a paid leave of absence prior to retirement. In the event the employee chooses to take a paid leave of absence then sick leave days, holidays and vacation days shall not be earned by said employee on such leave.

H.(7). Annual Sick Leave Buy Back.

a) If an employee uses more than six (6) days of sick leave in a year, the employee may elect to be paid at a fifty percent (50 %) rate for unused sick days accrued during that year. For

example: An employee uses seven (7) sick days during the year, and he/she elects to "cash in" eight (8) days at year end, the employee will receive four (4) days pay in late December of that year.

b) If an employee uses six (6) sick days or less during the year, then an employee may elect to be paid at a seventy-five percent (75%) rate for unused sick days accrued during the year. For example: If an employee uses six (6) sick days in the calendar year, then the employee may sell back to the Township ("cash in"), at the employee's sole discretion, up to nine (9) sick days at seventy-five percent (75%) of the value of each day.

c) Beginning January 1, 2006, if an employee uses three (3) or less sick days per year, then the employee may elect to be paid at the rate of 85% for sick days accrued during that year. For example, if any employee uses three (3) sick days in the calendar year, then the employee may sell back to the Township at the end of a particular year at the employee's sole discretion up to twelve (12) days at 85% of the value of each day.

H.(8). Vacation and Holidays.

Upon retirement an employee who is owed accumulated vacation or holidays shall be paid the full amount of such benefits owed regardless of his/her date of hire.

H.(9). Examples:

A. As of 10/01/96 an employee who was hired prior to 10/01/96 has accumulated 350 sick leave days and 30 vacation days. The employee retires with 27 years of service. Upon retirement the employee will be paid 100% of 350 sick days and 30 vacation days.

B. This employee was hired after 10/01/96 and has accumulated 290 sick days at time of retirement. This employee retires with 28 years of service and has accumulated 30 vacation days. Upon retirement this employee will be paid 100% of 30 vacation days and 100% of 150 sick leave

days as a terminal leave payment.

H.(10). Loyalty Days.

In addition to the paid terminal leave provided for in section H.2. and H.4. above, an officer retiring after 25 years of service shall be paid at the rate of one (1) day per year of service. Said "loyalty days" shall be increased by one (1) day for each additional year of service beyond 25 years.

H.(11). Disability Retirement

An officer who retires on a disability pension from the Police and Firemen's Retirement System shall be paid at the rate of one (1) day per year of service for "Loyalty Days" with no minimum years of service required.

H.(12). Pro-Rated Benefits Formula.

If an officer retires or dies during a particular year, then for the purposes of this section H only, sick leave, holidays, personal days and vacation days shall be pro-rated by quarter. Thus, if an officer retires or dies in the first quarter of the year the officer shall be paid 25 % of such paid leave. If the officer retires or dies in the second quarter, the officer shall be paid 50% of such leave. If the officer retires or dies in the third quarter, the officer shall be paid 75 % of such leave. If the officer retires or dies in the fourth quarter the officer shall be paid 100% of such leave

I. Sick Leave Verification

Sick leave verification should be reasonable and not intrusive to the employee's family. If an employee is out sick for any shift that includes time from 11:00 p.m. to 7:00 a.m., and if the employer wants to verify that the employee is home, then the employer shall first make a telephone call of the employee at his home address during reasonable hours but in no event between 12:00 (midnight) and 6:00 a.m. If the employee is contacted by telephone at home prior to 12:00 (midnight), then the employer may not make additional telephone calls to the employee's residence, or make visits to the employee's residence, which include a knock on the door of the residence or

any method which will disturb the employee's family between 12:00 (midnight) to 6:00 a.m. However, nothing in this Section shall prevent the employer from driving by the employee's residence, but not disturbing the employee's family between 12:00 (midnight) and 6:00 a.m.

J. Family Leave

The Township will grant leave in accordance with the statute and rules and regulations of the N.J. Family Leave Act, N.J.S.A. 34:11B et seq. and the Federal Family and Medical Leave Act of 1993, 29 USC 2601, et seq. (FMLA), as may be amended.

ARTICLE IX

DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct union dues from the salaries of its employees, subject to this Agreement. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended and N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6 as amended as it regards the payment of any representation fee. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and the Association, and consistent with applicable law), the Township agrees to deduct from the pay periods of each month, membership dues (initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-laws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of deductions to the Secretary-Treasurer of the Association.

B. Any changes in monthly dues will be certified by the President of Association or his designee and the amount shall be uniform for all members.

C. (1). Any employee in the negotiations unit on the effective date of this Agreement, who does not join the Association within thirty (30) days thereafter or any employee who does not join the Association within thirty (30) days of becoming a member of the unit, shall pay a representation fee in lieu of dues, to the Association by automatic payroll deduction. The representation fee shall be in an amount fixed by the Association, which fee cannot exceed eighty-five (85 %) percent of the regular Association membership dues, fees, and assessments. The Association shall periodically notify the Employer of the amount to be deducted.

(2). The determination of the appropriate representation fee, the employees covered, payroll deduction, challenges to representation fee assessments, and all other questions relating to the representation fee and its proper interpretation shall be made in accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, *et seq.* including the requirements for a demand and return system as provided under N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6.

(3). The Association agrees to indemnify and hold the Township and its officials harmless against any and all claims, suits, orders, or judgments brought or issued against the Township and its officials relating to the representation fee in lieu of dues, provided for in this section of this Article.

ARTICLE X

HOURS

A. The parties understand and agree that the standard work week schedule for employees covered by this Agreement requires employees services continuing throughout the seven day week and that the standard work week shall consist of forty (40) hours of work within said work week.

B. Each tour of duty shall be for eight (8) hours of work.

C. Shift assignments for each officer shall be made as uniformly as others are made in his division.

D. Whenever the Police Department of the Township is requested or required to furnish men for any work assignment, these assignments shall be offered impartially to the Regular Police officers before being offered to Special Officers. Only those assignments not chosen by regular officers shall be offered to Special Officers.

E. Management has the right to change shifts or the hours worked but must negotiate any impact of its changes in reference to changes, wages, overtime and other compensation with the Association.

F. Officers assigned to the Power Shift shall be assigned the same hours as are the patrol officers.

G. The above provisions are without prejudice to a possible patrol shift schedule change. The PBA and the Township have met several times to discuss and review proposed PBA and Township changes to the current patrol shift schedule. This issue of modifying the patrol shift schedule shall remain open and the parties shall mediate this issue with a mediator. If the parties do

not reach a definitive comprehensive agreement as to changing the patrol shift schedule to the satisfaction of both parties, then the entire patrol shift schedule change issue may be presented to an arbitrator by either party to make a binding decision pursuant to the laws of New Jersey. The Township agrees that it shall not modify the patrol shift schedule without the written consent and approval of the SOA until the arbitrator's decision, except if the SOA and the Township agree in writing, or except as required by an emergency. The arbitrator shall have the authority and power to set definitive dates for the arbitration hearing. The arbitrator shall be picked by PERC pursuant to the interest arbitration procedures.

ARTICLE XI

OVERTIME

A. The employer agrees that overtime consisting of time and one-half (1-1/2) shall be paid to all uniformed officers. Lieutenants not regularly assigned to rotating shifts in the Patrol and Traffic Divisions and Detectives covered by this agreement shall be paid time and one-half (1-1/2) for hours worked in excess of the normal work day of eight (8) hours and for any normal work week in a seven (7) day period of more than forty (40) hours.

B. Employees shall not be paid overtime for hours of work in excess of the normal day unless such overtime is authorized by the Chief of Police or the Officer in Charge of the shift.

C. Any additional time beyond the tour as defined herein shall be paid at the rate of time and one-half (1-1/2). In the event an employee is required to work fifteen (15) minutes or more of overtime, he shall be paid as though he had worked one-half (1/2) hour. If he is obliged to work more than forty-five (45) minutes, but less than one (1) hour, he shall be paid as though he had worked an hour. Any portions thereafter, time will be compensated in the manner described above.

D. Any officer, including detectives, called into duty other than for his scheduled assignment shall be paid overtime at the rate of time and one half (1-1/2) for all time worked during such periods, but in no case shall he be paid for less than four (4) hours at that rate (except as provided for in Paragraph E). This includes court time.

E. The Chief of Police may, from time to time, call general police meetings, not to exceed two (2) annually, and the parties agree that no payment shall be made to the employee covered by this agreement for attendance at said meeting.

F. Any employee, including Sergeants, Lieutenants, and Detectives whose presence shall be required in any Court, including Municipal, County, Superior, or any Administrative Hearing in the Department of Motor Vehicles, at a time other than when they are on duty, shall be paid for that time at the rate of time and one-half (1-1/2). This shall include officers responding to their own complaints, as witnesses at the direction of their Superior Officers or the Chief of Police, and in response to subpoenas from any court, on call attendance in Court, in lieu of subpoena, arranged either by the Prosecutor's Office, Superior Officers of the Department, the Chief of Police, or attorneys representing parties in civil litigation, criminal prosecution or defense, or administrative hearings. If called in, the employee shall be paid a minimum of four (4) hours of overtime.

G. Unusual Assignment.

If an officer, including all Sergeants, Lieutenants, and Detectives, is assigned to any unusual responsibility outside the municipality other than court assignments, extraditions, investigations out of the County or out of the State, assigned educational pursuits, riots, civil disturbances, and other similar matters, or to offer assistance to another department, municipality, or other governmental agency or support as in a civil disorder, he shall be paid in the following manner:

(1) In each twenty four (24) hour period, an officer shall be paid eight (8) hours of straight time;

(2) For additional time involved in a job assignment, but exclusive of any free time, time and one-half (1-1/2), which shall include the time expended in transportation to and from the scene from the Township of Middletown.

(3) An officer engaged in such out-of-time assignment shall receive a meal allowance of \$5 for breakfast, \$10 for lunch and \$15 for dinner, for each day of such out-of-town assignment.

H. Compensatory time.

1. When overtime payments in accordance with the above sections are earned, the employee may at his option elect to take compensatory time off, at the same time and one half (1-1/2) rate. This compensatory time off shall be taken at such time as the Chief of Police in his/her discretion believes the employee's absence will not impair the good order of the Department.

2. There shall be a limit for each employee of total compensatory time of 300 total hours. All employees currently above 300 hours will be grandfathered in, therefore, any current employee who has above 300 hours may keep that total, but as soon as that employee uses sufficient compensatory hours to get to 300 hours, then the employee shall also have the 300 hours maximum compensatory time.

3. Any employee who, as of June 1, 2002, has more than 300 hours compensatory hours is grandfathered in to have the amount of compensatory time he or she currently has. However, when this employee uses compensatory time, that employee's maximum amount will decrease. For example, if an employee as of June 1, 2002 had 350 hours of compensatory time and uses ten (10) hours of compensatory time, then that employee's maximum grandfathered amount will decrease from 350 hours to 340 hours. When this employee reaches 300 hours of total compensatory time, he or she shall have the same cap of 300 hours as everyone else.

4. Any employee who has 300 or less compensatory hours, or grandfathered amount above 300 hours, may use that time at his or her discretion, subject to the Chief's approval as per current custom and practice. This prohibition against forcing any employee to take comp time off is to

comply with Harris County which allows the parties to insert a prohibition in a contract.

5. a) An employee may exceed the cap amount of 300 hours or his or her grandfathered amount of compensatory time with the Chief's approval , but these additional compensatory hours may be used within ninety (90) days, but the ninety days may be extended for an additional thirty (30) days if the additional compensatory time cannot be scheduled within the first ninety (90) days. If the employee does not take the comp time off within (120) days, then the employee shall be paid at his current rate of pay for all excess comp hours within (30) days.

b) The Township reserves the right to pay cash for accrued compensatory time at any time.

6. Once an employee reaches 300 compensatory hours, then that employee may not accrue additional compensatory hours above 300 hours, except with the approval of the Chief.

I. Any employee involved in an off-duty arrest shall be paid at the rate of time and one-half (1-1/2) for hours worked.

J. All officers who donate blood to the Township approved Blood Drive shall receive four (4) hours of compensatory time.

ARTICLE XII

VACATIONS

A. Employees shall earn during the, first year of employment, one day of vacation for each month employed as vacation with pay at his regular rate of pay

B. After the first year of employment, each employee shall earn the following days off as vacation with pay at the regular rate of pay:

After one (1) year but less than five (5) years Thirteen (13) days

After five (5) years but less than ten (10) years Sixteen (16) days

After ten (10) years but less than fifteen (15) years Twenty-one (21) days

C. The vacation time provided in B above shall be prorated depending upon the anniversary of each employee's employment in the following manner:

One (1) through five (5) years, regardless of anniversary of employment, twelve (12) working days.

<u>Anniversary Date</u>	<u>Quantum of Vacation</u>
Sixth year from January 1 to April 30	16 days
May 1 to August 31	15 days
September 1 to December 1	14 days
Eleventh year from January 1 to February 28	21 days
March 1 to April 30	20 days
May 1 to June 30	19 days

July 1 to August 31 18 days

September 1 to December 31 17 days

D. After the fifteenth (15th) year of service, employee shall receive an additional day of vacation with pay at the regular rate of pay for each year employed beyond fifteen (15) years. This day off shall be received during the year earned. Thus, an employee after twenty-three years shall receive twenty-nine (29) vacation days during the twenty-third year. No more than thirty (30) days may be carried over to the following year without prior written approval of the Chief of Police or Township Administrator.

E. Pursuant to N.J.S.A. 11A:6-3, vacation not taken in a given year because of business demands may accumulate and be granted during the next succeeding year only. Said amount of vacation carryover shall not exceed the amount earned by the employee for the preceding year.

ARTICLE XIII

DEATH IN THE FAMILY

A. Every employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family. Such leave shall be taken within seven (7) days following the date of death.

"Family" shall include spouse, children, stepchildren, parents, grandparents, brothers, sisters and spouses parents.

B. In the event of the death of a relative other than those enumerated, including first-cousins and those as closely related as the second degree of kinship, one day with pay shall be granted.

ARTICLE XIV

HOLIDAYS

A. The following shall be recognized as holidays under this agreement.

New Year's Day	Martin Luther King Day
Washington's Birthday	Lincoln's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election
Veteran's Day	Thanksgiving
Thanksgiving Friday	Christmas

B. Employees shall be entitled to five (5) personal days with pay .per year in addition to the holidays authorized in Section A of this Article. An officer requesting a personal day will do so through the officer in charge of the shift or officer in charge of the Division. The officer requesting a personal day must do so on no less than two hours notice prior to the shift in question; except when a personal day is requested for New Years Day, Christmas Day, or July 4th, the officer must do so on no less than three days notice prior to the shift in question for those three holidays. These notice provisions shall apply except where emergent circumstances would prevent the employee from providing the said notice. In those instances, the employee shall make his/her request as promptly as possible. If at the time of the request there is already one (1) supervisor off for any reason, and the granting of an additional request would create a manpower shortage, the officer in charge will make a reasonable effort to replace the officer requesting the personal day. If a replacement cannot be obtained, the request will be denied. The employee need not give any reason for the taking of personal leave.

C. Should the Township Committee or their agent, because of a special holiday proclaimed by the President of the United States, or the Governor of the State of New Jersey or the Township Committee, or their Agent give time off for personnel employed by the Township (excluding weather emergencies) the employees covered by this Agreement shall be awarded leave time in an amount equal to that given, at such time that it will not interfere with the efficient police operation or may, at their option, accumulate such time as compensatory time.

D. The sum of one (1) days pay for each holiday shall be paid to each employee no later than the first day in November of the calendar year during which the holiday occurred. For time keeping purposes, this sum shall be treated as a yearly earning. These payments shall be treated as a bonus and income taxes shall be withheld as though the same were paid over the entire calendar year.

ARTICLE XV

SURGICAL AND HEALTH PLANS

A. 1) The employer will provide, at no cost to the employee, health insurance as described in general terms herein to cover full family responsibilities including spouse of the employee and the children of the employee below the age of twenty-three (23), if said children are dependents and otherwise qualify under policy definition.

2) Employees voluntarily opting out of Township Health Plans will be paid the following annual amounts in a lump sum payment at the end of each calendar year:

	\$3,465	Medical
	\$ 765	Prescription
	\$ 225	Dental
Total	\$4,455	

Employees opting out of Township plans must provide proof of coverage from a source other

than the Township, to be paid the above amounts. The above amounts are payable in December of the year the employee opts out of, and any re-entry during the calendar year will require a pro-rating of the opt-out amount. Employees who opt out of Township plans and subsequently lose their coverage will, with proof of loss of coverage, be able to re-enter the Township plan within 45 days of notice to the Township. An employee, even without loss of coverage, may re-enter the Township medical, prescription medicine and dental plans once a year during the open enrollment period.

B. The employer will provide, at no cost to the employee, health insurance coverage as described in general and of a quality and containing series of benefits at least equal to those provided by the New Jersey State Health Benefits Program Blue Cross/Blue Shield and New Jersey Major Medical under 14/20 series-Rider J.

The deductibles shall be as follows:

- 1) The employee deductible shall be \$200.00 per year.
- 2) The family deductible shall be \$200.00 per year.

C. The employer will provide at no cost to the employee, dental insurance coverage pursuant to the New Jersey Dental Service Plan, already in existence with the following benefits:

- 1) 100% preventative and diagnostic coverage;
- 2) 100% crowns, inlays and gold restorations coverage;
- 3) 100% all remaining basic coverage;
- 4) Orthodontic, periodontic and prosthodontic benefits

remain as is.

An officer may increase his/her dental insurance beyond the current \$1,000 limit to a \$1,500 limit for the officer and each of his/her dependents through a payroll deduction in the same manner as currently provided for in employees in the civilian negotiations units.

D. The employer will continue to provide a prescription plan providing benefits identical to

or better than those in effect at the execution of the contract at no cost to the employee; except that effective on the first day of the month immediately following the execution of this contract, the prescription drug co-payment for non-generic drugs shall be increased from \$8.00 to 15.00, and the co-payment for generic drugs shall remain at \$1.00, if attending physician approves the use of a generic drug.

E. The employer may change insurance carriers at its option provided substantially similar benefits are provided.

F. (1) Pursuant to the authority set forth in the appropriate laws of the State of New Jersey, the employer agrees to provide such benefits enumerated in section A, B, and D of this Article to all employees who have retired.

(2) The employer shall pay for the health benefits for the surviving spouse of an officer who dies while employed by the Township for a period of three years immediately after the death of the officer. The Township will pay for the health benefits of a surviving spouse of a retired officer for eighteen (18) months immediately following the death of the retired officer.

G. The employer will provide a booklet describing the foregoing benefits to each employee.

ARTICLE XVI

CLOTHING ALLOWANCE

A. A clothing allowance in the amount of \$1,000 in each year of this contract shall be paid by the Township to all officers.

B. In the event of a uniform or equipment change ordered by the Department or Township Committee, the Township shall pay all costs incurred.

C. The clothing allowance as specified above is for the replacement of clothing due to normal wear and tear and not for the replacement of clothing, equipment or personal property of an employee.

D. Any employee who retires after receiving a clothing allowance shall not be required to make repayment to the Township.

ARTICLE XVII

FALSE ARREST AND LIABILITY INSURANCE

A. The employer shall keep in effect False Arrest and Liability Insurance in the amount of \$1,000,000.00 (One Million Dollars) to cover each employee acting in the performance of duty, and for any litigation arising out of claims regarding an officer's actions in the performance of his/her duty. If the Township wishes to purchase a policy which would offer like or better coverage the Association can elect to accept either policy.

B. Since employees of this department are required by accepted tradition and policy to volunteer to suppress criminal acts and assume other law enforcement responsibilities at all times whether on regular duty assignment or not, and whether in the Township of Middletown or not, the employer agrees to obtain such false arrest and liability coverage in a contract of insurance which shall provide coverage to the employee for acts occurring in pursuit of this policy beyond regular duty assignment. In the event such insurance is not obtained, the employer agrees to provide legal defense for an employee against whom a civil claim or a suit is instituted and to indemnify the employee for any damages awarded to a claimant. Any policy of insurance obtained in accordance with this provision shall be delivered to the employee bargaining unit for examination, and approval.

C. The employer agrees to be bound by the provisions of N.J.S.A. 40A:14-155.

ARTICLE XVIII

PENSIONS

A. The employer agrees to be bound by N.J.S.A. 43:3C-1 et seq and 43:16A-1 et seq.
(Police and Fireman's Retirement System).

ARTICLE XIX

VACANCIES AND PROMOTIONS

A. All vacancies which occur in the Table of Organization shall be filled in accordance with all applicable N.J. Dept. of Personnel Statutes and Regulations. The Administration shall provide the Association with a copy of said Table of Organization.

ARTICLE XX

DISCHARGE AND SUSPENSION

A. The Township agrees to be bound by the terms of N.J.S.A. 40A: 14-147 et seq., N.J.S.A. 40A:14-181, N.J.S.A. 11A:1-1 et seq. (Civil Service Act) and N.J.A.C. 4A:1-1 et seq., as may be amended.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedure hereinafter shall be followed. A grievance is hereby defined as any controversy arising over the application of, or adherence to the terms and conditions of this agreement as it affects the members of the Association as Police officers, and shall include minor disciplinary actions of suspensions of five (5) days or less and written reprimands. A grievance may be filed by an individual, the Association on behalf of an individual, a group of individuals, or the employer.

STEP 1.

The President of the Association or his duly authorized representative shall present and discuss the grievance or grievances orally with the immediate supervisor within thirty (30) days of the occurrence giving rise to the grievance, otherwise said grievance shall be deemed waived. The immediate supervisor should answer the grievance within five (5) days from the date of the presentation.

STEP 2.

If the grievance is not resolved at step 1, or if an answer has not been received by the Association within the time set forth in step 1, the Association shall present the grievance in writing within five (5) working days, furnishing one (1) copy to the Police Chief and (1) copy to the Township Administrator. If it is not filed, it is waived. This presentation shall set forth the position of the Association. At the request of either party, discussion to settle said grievance may ensue. The Police Chief shall answer the grievance in writing within five (5) working days after receipt of said

grievance. At his option the Chief of Police, with the consent of the Director of Public Safety, may refer the handling of this step to the Director of Public Safety. All actions however, in the event the option is exercised, must be taken within the time frames as provided herein.

STEP 3.

If the grievance is not resolved in Step 2, or if no answer has been received by the Association within the time set forth above, the grievance may be presented in writing to the Mayor and Township Committee within five (5) working days. The final decision of the Mayor and Township Committee shall be given in writing to the Association within fourteen (14) working days after receipt of the grievance by the Mayor, Township Committee and Administrator.

B. If the grievance has not been settled by the parties in Step 3 of the grievance procedure, or if no answer in writing by the Mayor, Township Committee or Administrator has been received by the Association within the time provided above, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration or to avail himself of all legal remedies at his disposal as provided by Title 34 of the Revised Statutes of New Jersey. The aggrieved employee shall make an election in writing, as he is not entitled to pursue both remedies. This written election of remedy shall be transmitted by the President of the Association, or his duly authorized representative, to the Township Administrator.

C. Grievances initiated by the employer shall be filed directly with the Association within seven (7) days after the event giving rise to the grievance has occurred. All meetings shall be held within five (5) working days after the filing of a grievance between representatives of the employer and the Association in an earnest effort to adjust the differences between the parties. In the event no such agreement has been satisfactorily made within twenty (20) calendar days after such meeting,

either party may, within ten (10) calendar days thereafter, file for arbitration in accordance with Article XXII.

ARTICLE XXII

ARBITRATION

A. If a grievance is not settled under Article XXI, such grievance shall, at the request of either the Association or the employer, be referred for binding arbitration to the State Board of Mediation or the Public Employment Relations Commission for the selection of an arbitrator according to its rules.

B. An arbitration hearing shall not be scheduled sooner than thirty (30) days after the final decision of the Mayor and the Township Committee unless the Committee otherwise elects. If the aggrieved elects to pursue legal remedies provided by Title 34, the arbitration hearing shall be cancelled and the matter be withdrawn from arbitration.

C. The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him involving the grievance. The arbitrator shall also be bound by applicable Federal and State law. He shall have no authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto.

D. The cost of the services of the arbitrator shall be borne equally between the Association and the employer. Any other expense incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XXIII

SALARY GUIDE

A. Effective January 1 of each year listed below, officers covered by this agreement will receive the base salary listed below:

	Effective 1/1/2005	Effective 1/1/2006	Effective 1/1/2007	Effective 1/1/2008
Sergeant (Step 1)*	\$88,132	\$91,591	\$95,199	\$ 98,627
(Step 2)	\$90,962	\$94,532	\$98,257	\$101,794
Lieutenant	\$100,714	\$104,667	\$108,791	\$112,707

* Effective July 1, 2006, officers promoted to Sergeant shall be paid at the base salary shown in Step 1 for a one year period, said one year period to include any immediately contiguous period serving as acting Sergeant. This Step 1 provision shall not be applicable to the two current acting Sergeant positions/Sergeant vacancies and the officers currently holding those positions or promoted to those two Sergeant positions. All current Sergeants are at Step 2.

B. Whenever an employee is assigned in writing under the authority of the Chief of Police to perform duties of a higher classification for a period of thirty (30) days or more, he shall receive the pay of the higher rank for the entire period.

C. In addition to the base salaries provided heretofore, Detectives shall be paid a differential of \$750 a year in addition to the salary provided above and the longevity provided in Article XXIV.

ARTICLE XXIV

LONGEVITY

A. Each employee shall be paid, in addition to his current annual wage, a longevity payment based on his years of continuous employment in the Police Department in accordance with the following schedule.

YEARS OF SERVICE	<u>1/1/05 to 8/31/07</u> INCREMENT OF BASE PAY	<u>9/1/07 to 12/31/08</u>
Upon completion of five (5) years of service	3%	<u>(See D)</u>
Upon completion of ten (10) years of service	5%	<u>SGT(1) \$4,931</u> <u>SGT(2) \$5,090</u> LT \$5,635
Upon completion of fifteen (15) years of service	6%	<u>SGT(1) \$5,918</u> <u>SGT(2) \$6,108</u> LT \$6,726
Upon completion of twenty (20) years of service	8%	<u>8%</u>

B. Each employee shall qualify for the longevity increments on the date of the anniversary of employment and such increments shall be paid from and after such date.

C. During the term of this agreement all longevity percentages will be computed on each employee's base salary.

D. For all employees hired after March 1, 2001, there is no five (5) year longevity of 3%. Beginning September 1, 2007, the ten (10) year longevity increment shall be converted from a percentage (5%) to a fixed dollar amount specified in A above, and the fifteen (15) year longevity increment shall be converted from a percentage (6%) to a fixed dollar amount specified in A above. The fixed dollar amounts shall thereafter replace the longevity percentage increment at 10 and 15 year service.

ARTICLE XXV

TERMINAL LEAVE AND TERMINAL PAY

A. An employee whose employment is terminated either voluntarily or because of disability shall be entitled to terminal leave for such accrued leave as set forth and provided for in Article VIII and Article XII of this agreement.

B. If the Laws of New Jersey do not permit the lump sum provided in the option set forth above, the accumulated vacation and sick leave shall be granted as terminal leave in the amount set forth in Article VIII and Article XII of this agreement.

ARTICLE XXV

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued, uninterrupted operations of the Township's Departments and Agencies is of paramount importance to the citizens of the community that there should be no interference with such operations.

B. The Association covenants and agrees that during the term of this agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor any of its members take part in any strike (i.e., concerted failure to report for duty, or willful absence of an employee from his position, or a stoppage of work or absence in whole or part from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slow down, walkout or other job action against the Township.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow down or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slow down, walk out or job action, it is covenanted and agreed that

participation in any such action by a member of the Association shall entitle the Township to take appropriate disciplinary action including the possibility of discharging, according to applicable law.

E. Nothing contained in the 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 at law or in equity for an injunction for damages or both in the event of such breach by the Association or members, of this Article.

ARTICLE XXVII
EDUCATIONAL INCENTIVE

A. Employer agrees to pay each employee covered by this agreement in addition to his annual salary, an educational incentive based upon the following table.

1. Associate Degree	\$100
2. Bachelor's Degree	\$250
3. Master's Degree	\$400

B. The employer agrees to pay each employee covered by this agreement full reimbursement for college tuition and required books for college courses. It is understood and agreed that the degree referred to shall be in subject matter related to police responsibility. This shall include, in addition to Police Science, Business Administration, Chemistry, any of the branches of Laboratory and Investigative Science, or Engineering reasonably relevant to police investigation or experience, Law, Social Sciences, Criminology, Police Administration, Criminal Justice or Public Administration. The enumeration of these course offerings is not intended to limit, but to describe the broad range of education necessarily relevant to police work. All courses taken while employed by Middletown Township Police will be subject to prior written approval of the Director of Public Safety.

ARTICLE XXVIII
LIFE INSURANCE

A. The employer shall provide each employee with Term Life Insurance having a death benefit of twenty thousand dollars (\$20,000) plus double indemnity for accidental death. If the Township purchases a policy which would offer relative or better coverage, the Association can elect to accept either policy. The policy shall be a term, life insurance policy and shall provide that it may be converted by the individual to an individual whole life policy at the termination of employment or retirement.

ARTICLE XXIX
MANAGEMENT RIGHTS CLAUSE

A. The employer hereby retains and reserves unto itself 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, except as otherwise provided by the terms of this Agreement, and the laws and constitutions of New Jersey and the United States, including but not limited to the following rights:

A(1). The executive management and administrative control of the Township properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time to be determined by the Township.

A(2). To make rules of procedure and conduct, to use approved methods and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed

for any particular time; and to be in sole charge of the quality and quantity of the work required.

A(3). To hire, to promote or to retain all employees; plus, the Township through its Chief of Police may assign or transfer the employees.

A(4). To suspend, demote, or take any other appropriate disciplinary actions with just cause for those employees who have successfully completed any probationary period, subject to the employee's substantive rights, due process rights, and rights to grieve, appeal, and/or take the appropriate appeal pursuant to this Agreement, the laws and constitutions of New Jersey and the United States.

A(5). This entire Management Rights clause is subject to the limitations of law, and specifically, but not limited to N.J.S.A. 34:13A-1 et seq., the Employer-Employee Relations Act, which includes that "any changes or modifications in terms and conditions of employment are made only through negotiation with a majority representative.

A(6). The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights and prerogatives, except for any and all terms and conditions of employment which are mandatorily negotiable, or as set forth anywhere in this Agreement or in the laws and constitutions of New Jersey and the United States.

ARTICLE XXX

PAY METHOD

A. The Township shall pay the officers under this Agreement as follows:

1. On every other Friday in 2006 and thereafter; and

2. Pay the entire base pensionable remuneration, including salary, longevity, educational stipend, or detective stipend, in the calendar year in 26 bi-weekly equal payments in 2006 and thereafter. For example, if base salary is \$95,199, education incentive of \$250, a 3% longevity of \$2,855.97, a \$750 detective stipend, for a total of \$98,804.97, the employee shall receive \$3,800.19 in 26 equal bi-weekly payments to be paid within the calendar year. The Township will base its payroll system on 80 hours bi-weekly. The reference here to 80 hours bi-weekly is without prejudice to either the SOA and the Township as to existing shift schedules, work practices, hours actually to be worked, and this reference is not to be deemed part of the SOA Contract.

3. In the event there are 27 pay periods based on a bi-weekly pay system within a calendar year, then the above 26 bi-weekly (80 hours) payments shall be changed to 27 bi-weekly equal payments in that calendar year. If there will be a calendar year with 27 bi-weekly equal payments, then the Township shall notify in writing the SOA, on or before October 1 of the preceding year.

ARTICLE XXXI

SCOPE OF AGREEMENT

This Agreement represents the issues which the parties negotiated. Any other disputes concerning the terms and conditions of employment which arise during the term of this Agreement, the application of policy, regulations and the terms of this Agreement shall be subject to binding arbitration as provided herein.

IN WITNESS WHEREOF, the parties have, by their duly authorize representatives set their hands and seal this 17th day of July 2007.

ATTEST:

TOWNSHIP OF MIDDLETOWN

Township

Gerard P. Scharfenberger, Mayor

ATTEST:

SUPERIOR OFFICERS ASSOCIATION
OF MIDDLETOWN TOWNSHIP

Craig Weber, SOA President