

3-0664

7-I

RESOLUTION

AUTHORIZING MAYOR AND TOWNSHIP ADMINISTRATOR
TO EXECUTE SUPERIOR OFFICERS CONTRACT

WHEREAS, the Township Committee of the Township of Middletown has negotiated a Superior Officers Contract for the years 1985 - 1986; and 1987

WHEREAS, it is necessary that the contract be signed and executed;

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee hereby authorizes the Mayor and Administrator to execute said agreement under the terms and conditions set forth therein and that said execution ratifies, confirms and approves this contract in the form attached.

Middletown, Township of
and

Police Superior Officers Association

CERTIFICATION

I, Lawrence J. Cella, Township Clerk of the Township of Middletown hereby certify the foregoing to be a true copy of a resolution adopted by the Middletown Township Committee at their regular meeting held May 27, 1986.

WITNESS, my hand and the seal of the Township of Middletown this 28th day of May, 1986.

Lawrence J. Cella
Lawrence J. Cella, Township Clerk

cc:
Police
Administrator
Financial

X January 1, 1985 - December 31, 1987

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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 officers (Sergeants, Lieutenants, and Captains inclusive), 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 of the bargaining unit.

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 counterproposals 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 officers' 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 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 PSOA 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 PSOA. 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. 11:26C-4.

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 of such meetings as are necessary.

D. The Township will provide the PSOA 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 Delegate has the right to attend PSOA related State, County and Local functions. In addition to the aforementioned meetings, the President and Delegate have the right to attend (4) additional functions each, per year. The PSOA may request additional time off to attend other PSOA related functions from the Chief of Police or his 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 PSOA business only.

ARTICLE IV
BILL OF RIGHTS

A. Members of the PSOA 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 PSOA. 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 agrees to be bound by the terms of N.J.S.A. 40A:14-147.

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.

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.

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.

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 the selection of vacation periods upon notice by the employee by February 15 and compensatory days off upon 3 days notice whether earned or awarded. If the employee fails to give notice to the employer within the above described time periods, traditional principles of seniority will not apply.

B. Traditional principles of seniority shall apply to any additional request for vacation made between February 15 and March 31. Traditional principles of seniority shall not apply to additional requests for vacation made after March 31.

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 Civil Service 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.

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 PSOA 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 seven (7:00) A.M. shall report his absence at least one (1) hour prior to the start of his shift.

C. (1). The governing body of the Township of Middletown 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 determined by a physician who shall be mutually agreed upon by the parties on the basis of his qualifications.

In the event there shall be a 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. 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 employee 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. 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, 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 of service.

I. If an employee chooses to retire on a specific date, he may accelerate that day by subtracting from the number of working days remaining until the given retirement date the total number of unused accumulated sick days.

J. In the case of an employee's death, such shall be considered retirement and his estate shall be entitled to the compensation owed, as provided in subsection H.

ARTICLE IX

DUES DEDUCTION AND AGENCY SHOP

A. 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 changes to the Secretary-Treasurer of the Association.

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

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.

ARTICLE XI

OVERTIME

A. The employer agrees that overtime consisting of time and one-half (1-1/2) shall be paid to all uniformed employees. Lieutenants not regularly assigned to rotating shifts in the Patrol and Traffic Divisions, and Captains 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. In the event a uniformed officer, including Captains and Lieutenants, but not Detectives, is called into duty other than for his scheduled assignment, he 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 paragraphs E, F, and G). For court time, no less than three (3) hours.

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 Captains, 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.

G. UNUSUAL ASSIGNMENT. If an employee, including all Sergeants, Lieutenants, Captains, 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:

- (a). In each twenty four (24) hour period, an officer shall be paid eight (8) hours of straight time;
- (b). 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 in the Township of Middletown.

H. Compensatory time. Where 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 times as the Chief of Police's discretion believes the employee's absence will not impair the good order of the Department.

Permission to take compensatory time off shall be granted sufficiently early so that it shall be taken within 120 days of accrual. If not taken within 120 days of accrual, it shall be forfeited, unless circumstances are such that the Township Administrator feels forfeiture is not proper.

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.

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.

The vacation provided in B above shall be pro-rated 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.

Anniversary Date	Quantum of Vacation
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 year of service, employees 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. All vacation time provided for herein may be accumulated from year to year up to an accumulation of thirty (30) days. No more than thirty (30) days may be carried over to the following calendar year without prior written approval of the Chief of Police or the Township Administrator.

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, parents, brothers, sisters and spouse's 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. Reasonable notice shall be given to the shift commander or officer in charge of the division. 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. 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.

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.

C. The employer will provide, at no cost to the employee, dental insurance coverage pursuant to the New Jersey Dental Service Plan beginning on January 1, 1984.

D. The employer may change insurance carriers at his option provided substantially similar benefits are provided.

E. Pursuant to authority set forth in public laws 21 of Title 40 (Chapter 11) the employer agrees to provide such benefits enumerated in section A and B of this Article to all employees who have retired.

F. A booklet describing the foregoing benefits will be provided to each employee following the execution of the new contract.

ARTICLE XVI

CLOTHING ALLOWANCE

A. A clothing allowance in the amount of \$850 in 1986 and \$900 in 1987 shall be paid by the Township of Middletown to all officers as heretofore.

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 will keep in effect to cover each employee in the performance of his duty or for any litigation instituted alleged to have arisen in the performance of the officer's duty, false arrest and liability insurance in the amount of One Hundred and Fifty Thousand dollars (\$150,000) per incident of exposure, Three Hundred Thousand dollars (\$300,000) aggregate. If the Township offers 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. 40:14-155.

ARTICLE XVIII

PENSIONS

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

ARTICLE XIX

VACANCIES AND PROMOTIONS

A. All vacancies which occur in the Table of Organization shall be filled in accordance with all applicable Civil Service 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.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedure hereinafter set forth 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. 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 shall 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 one (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.

A. 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. A meeting 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 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 in cases. 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

A. Effective January 1, 1985, the annual base salary for each of the classifications set forth below shall be as follows.

CLASSIFICATIONS	BASE SALARY
Sergeant	\$30,324
Lieutenant	\$33,017
Captain	\$35,711

B. Effective January 1, 1986, the annual base salary for each of the classifications set forth below shall be as follows.

Sergeant	\$32,674
Lieutenant	\$35,576
Captain	\$38,478

C. Effective January 1, 1987, the annual base salary for each of the classifications set forth below shall be as follows.

Sergeant	\$35,528
Lieutenant	\$38,333
Captain	\$41,460

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

E. In addition to the salaries provided heretofore, Detectives shall be paid a differential of \$500 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 increment based on his years of continuous employment in the Police Department in accordance with the following schedule.

YEARS OF SERVICE	INCREMENT OF BASE PAY
Upon completion of five (5) years of service	3%
Upon completion of ten (10) years of service	5%
Upon completion of fifteen (15) years of service	6%
Upon completion of twenty (20) years of service	8%

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

C. During the calendar year of 1985 all longevity will be based on Sergeant's salary.

D. During the calendar years 1986 and 1987 all longevity will be based on each employee's own salary.

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 XXVI

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

DURATION

A. The term of this agreement shall be from January 1, 1985 through December 31, 1987.

B. In the absence of written notice given not more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to the expiration date by either party, this agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as appropriate notice is given prior to the annual expiration in accordance with the terms of this article.

C. If, following receipt of such notice, negotiations have not been completed prior to termination date, this agreement may be extended for an additional thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other.

D. In such event, however, and if an extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination of the date the extended period terminates, this agreement shall terminate.

ARTICLE XXX

SCOPE OF AGREEMENT

This Agreement represents the issues which the parties have 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 authorized representatives set their hands and seals this

24 day of JUNE 1986

ATTEST:

TOWNSHIP OF MIDDLETOWN

Herbert E. Bradshaw

Herbert E. Bradshaw
Township Administrator

Olga Boeckel

Olga Boeckel, Mayor

ATTEST:

SUPERIOR OFFICERS

ASSOCIATION OF

MIDDLETOWN TOWNSHIP

Lawrence J. Cella

Lawrence J. Cella
Township Clerk

James J. Kerrigan

James J. Kerrigan
Acting President