

**MEMORANDUM OF AGREEMENT
TOWNSHIP OF MIDDLE
and
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 59
MIDDLE TOWNSHIP UNIT**

WHEREAS, the TOWNSHIP OF MIDDLE (Town) and PBA LOCAL 59 - MIDDLETOWNSHIP UNIT (Union), herein collectively referenced as "the Parties", have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2016 through December 31, 2018; and

WHEREAS, as a result of negotiations, the Union and Town have reached an agreement on changes to terms and conditions of the CBA to be included in a successor contract.

WHEREAS, the Union and the Town desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement (MOA), the terms of which shall be included in a successor agreement.

WHEREAS, the Parties understand that the successor agreement needs to be approved and ratified by the Town's Governing Body and the Union; and the respective bargaining agents of the Parties will recommend ratification and approval of this MOA to Parties.

NOW THEREFORE, the Parties agree the 2016 – 2018 contract shall be modified consistent with the following:

1. PREAMBLE. The preamble section above is hereby incorporated by reference as if fully set forth herein.
2. DURATION. The **first sentence of Article XXXII on page 43 of the current contract shall be deleted in its entirety and replaced as follows:**

"This Agreement shall be in full force and effect from January 1, 2019 and shall remain in effect to and including December 31, 2021."

3. BINDING ARBITRATION. **"Step Three" on Page 23 of Article XVII shall be amended to add the following sentence as the new second sentence to the section:**

"PBA 59 shall have the exclusive right to decide and act on issues of: filing for arbitration, resolving matters subject to pending arbitration, and filing an appeal of an arbitration decision."

4. **SALARY. Article XXIV. Paragraph A** shall be deleted and replaced as follows
“Effective January 1, 2019, the wage guide for the term of this contract shall be as shown below. Upon expiration of the contract, step movement on the wage guide shall continue unless otherwise mutually agreed upon by the parties.”

The Guide on page 33 shall be replaced with new guide and salary chart attached as **Exhibits A and B.**

Paragraph on page 33 shall be deleted and replaced as follows: “All new hires shall be placed at the Academy Step upon hiring and shall remain in the Academy Step until graduation from the Academy. Upon graduation from the academy, the officer shall move to the Probation Step. An officer shall move from the Probation Step to Step 2 on the date of January 1st after their graduation from the Academy.”

5. **HEALTH INSURANCE. Article XIII, page 17 Paragraph A (1)** shall be deleted in its entirety and replaced as follows:

“A. The Township shall offer medical and prescription health insurance benefits coverage to employees and their dependents through the State Health Benefits plan, including but not limited to the New Jersey Direct 2030 Plan. During the term of this agreement, 2019 costs incurred by current and retired employees under the New Jersey Direct 2030 Plan that exceed the current cost for the employees to obtain coverage under the current HIF Core A AmeriHealth Plan shall be borne by the Township. In each year of this agreement the Township shall contribute the difference in the employee’s 2019 premium share under the New Jersey Direct 2030 Plan and the employee’s 2019 premium share under the HIF Core A AmeriHealth Plan based on the Chapter 78 contribution for the employee’s 2019 salary.”

Article XIII, page 18 Paragraph G shall be amended to delete the entire paragraph and replace it as follows:

“If an officer is killed in the line of duty the Township shall continue to pay insurance coverage as provided herein for the officer’s spouse until his/her death, remarriage, or eligibility for health benefits under his/her employer, whichever comes first; and insurance coverage as provided herein shall continue for the deceased officer’s children until each child reaches the end of their 26th year of age.”

6. **FIELD TRAINING OFFICER.** Article VIII, page 9 shall be amended to add the following provision:

“C. Officers acting as a field training officer shall be compensated with a stipend of \$25 per shift, for each shift in which they perform field training officer duties. The total accumulated FTO stipend paid to an individual field training officer shall not exceed \$750 per calendar year.”

7. **DETECTIVE STIPEND.** Article XXXI, paragraph A, on page 42 shall be amended to “Each officer assigned to the Major Crime Unit shall receive a stipend of \$1,500.00 annually...”.

8. **ACTING OUT OF TITLE.** Article XXV, paragraph B, on page 34 shall be deleted in its entirety and replaced as follows:

“B. Once an officer is assigned out of title and performs in that capacity for sixty (60) aggregate hours in the calendar year, he/she shall be compensated at the base pay of the higher title.

1. This shall also apply to special detail squads regardless of how the squad personnel are assigned.”

9. **SICK LEAVE.** Article XII, paragraph F(5) shall be deleted and replaced as follows:

“5. All cashed in sick leave shall be paid at 100 percent of the employee’s annual wage.”

Article XII, paragraph G on page 15 and all subparagraphs shall be deleted and replaced as follows:

“G. Sick Leave Cash-In Policy at Retirement.

Upon retirement, employees shall be paid (100%) of accrued sick leave, up to a maximum of \$12,000.00. The Township may determine based upon the availability of funds to make payment to the retiring employee in the first pay period of the following

fiscal year. It is understood that all other sick leave accumulated by the employee will be surrendered without consideration.”

10. A New Article Shall be added to Include the following. **“MILITARY LEAVE.** Provided there is consistency with Federal and State Law minimums, during active Duty deployment the township will pay the employee’s full salary up to but not in excess of 90 days for a member of the New Jersey National Guard or 30 days for a military reservist.

After applicable 90 and 30 day limits, if the employee wishes to continue to receive full salary from the Township, the employee may choose to use any accumulated vacation, personal or compensatory time available.”

11. DEDUCTIONS, **Article XXX, Page 41, Paragraph A,** shall be deleted and replaced as follows: “The Township shall withhold union dues, in an amount authorized by the PBA, from each paycheck of each PBA member who provides the Township with a written authorization. Written authorization may be provided directly from the PBA to the Township. Any employee who elects to pay the representation fee, in an amount that is 85% of typical union dues authorized by the PBA, must provide a written authorization to the Township. Employees who elect to have a representation fee deducted from their paychecks may revoke their consent for said deduction at any time by providing written notice to the Township”

12. TABLE OF CONTENTS. A table of contents shall be added to the revised CBA in a form acceptable to the parties.

13. SUBSTANTIVE CHANGES. The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2016 through December 31, 2018 agreement that is not affected by this document shall remain in the new agreement.

14. MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA. All other provisions in the January 1, 2016 – December 31, 2018 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2019 to December 31, 2021.

15. WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN. All proposals and terms not provided in this MOA are hereby withdrawn and waived by the parties.

16. PARTIES’ GOOD FAITH TO FINALIZE CONTRACT. The Town acknowledges it will process retroactive payments resulting from this executed MOA as expeditiously as possible, and the Parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.

TR #23
RM #43
Mout# 89 Jd

17. CONSTRUCTION. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. However, since each party to this Agreement and their counsel have reviewed and negotiated this Agreement, the general rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.

18. RATIFICATION. The union and the Town acknowledge the terms of this MOA need to be ratified by the Union and need to be approved by the Middle Township Governing Body.

Subject to the ratification provisions set forth above, the union and the Town signify and acknowledge their agreement to the terms listed above, by the signatures of their duly authorized representatives.

PBA 59

LEONARD LARKIN
Brian P. Murphy
Mark A. Higginbottom

Print Name

Date: 11/18/18

Thomas Ritterhoff

Print Name

Date: 11/18/18

Town

Michael Clark

Print Name Michael Clark

Date: 11/28/2018

Kimberly Krauss

Print Name Kimberly Krauss

Date: 11/28/2018

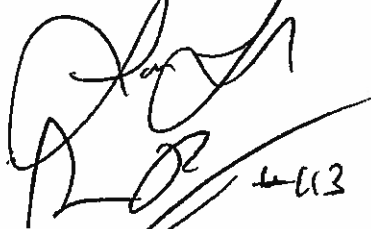


EXHIBIT A - SALARY GUIDE

Step	2019	2020	2021
SGT	115,630	117,943	119,122
15	106,894	108,230	109,312
14	102,488	102,488	102,488
13	98,388	98,388	98,388
12	93,788	93,788	93,788
11	88,968	88,968	88,968
10	84,368	84,368	84,368
9	79,768	79,768	79,768
8	75,168	75,168	75,168
7	70,568	70,568	70,568
6	65,968	65,968	65,968
5	61,368	61,368	61,368
4	55,562	55,562	55,562
3	50,962	50,962	50,962
2	44,600	44,600	44,600
Probation	40,000	40,000	40,000
ACADEMY	35,000	35,000	35,000







PBA 59



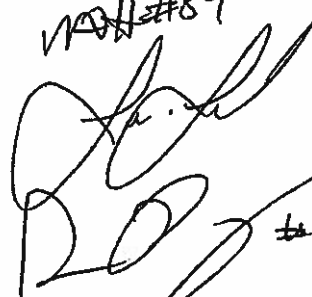
Town

EXHIBIT B OFFICER SALARIES

	2019	2020	2021
Sergeant ton Stocker #70	115630	117943	119122
Sergeant ancis Fiore #73	115630	117943	119122
Sergeant ifer Delanzo #82	115630	117943	119122
Sergeant neth Martin #87	115630	117943	119122
Sergeant Higginbottom #89	115630	117943	119122
Sergeant ihua Bryan #97	115630	117943	119122
Sergeant acey Super #99	115630	117943	119122
Corporal ed Crawley #67	106894	108230	109312
Corporal o Castellano #83	106894	108230	109312
Corporal lip Johnson #86	106894	108230	109312
Corporal es D'Alonzo #88	106894	108230	109312
Corporal hn Norton #96	106894	108230	109312
Corporal nald Miller #98	102488	108230	109312
Corporal ard Larkin #102	93788	98388	102488
Detective FCan McClure #66	106894	108230	109312
Detective on Sweitzer #90	106894	108230	109312
Detective iel Martin #100	102488	108230	109312
Detective o Trombetta #104	93788	98388	102488
Patrolman Favid Hagan #92	106894	108230	109312
Patrolman Fulio Ruiz #93	106894	108230	109312
Patrolman ew Martino #101	93788	98388	102488
Patrolman t Saettler #105	93788	98388	102488
Patrolman iel Geiger #106	88968	93788	98388
Patrolman in Lindholm #107	88968	93788	98388
Patrolman ondo Jones #108	88968	93788	98388
Patrolman ey Salvesen #110	65968	70568	75168
Patrolman ond Bradley #111	61368	65968	70568
Patrolman Vergantino #112	61368	65968	70568
Patrolman in Murphy #113	61368	65968	70568
Patrolman tin Vitola #114	61368	65968	70568
Patrolman ael Pastore #116	61368	65968	70568
Patrolman awn Karge #117	55562	61368	65968
Patrolman ael Reardon #120	50962	55562	61368
Patrolman amin Stiefel #121	50962	55562	61368
Patrolman as McInnis #122	50962	55562	61368
Patrolman as Ritterhoff #123	50962	55562	61368
Patrolman ark Bakley #125	50962	55562	61368
Patrolman as Flounders #126	50962	55562	61368
Patrolman lan Young #127	50962	55562	61368
Patrolman MacCormack #128	44600	50962	55562
Patrolman awn Rocca #129	44600	50962	55562
Patrolman nas Runyan #130	44600	50962	55562

Handwritten:
 WAPA #89
 Dec 13
 J.R. 123

Patrolman : Martindale #131	44600	50962	55562
Patrolman in Maldonado #132	44600	50962	55562
Patrolman ry Dececco #133	44600	50962	55562
Patrolman n Hotaling #134	44600	50962	55562
Patrol Officena Gittle #135	44600	50962	55562
Patrolman McHale Jr. / New Hire	35000	40000	44600

MAN #89

#63
PBA 59
Patrol #123

Michael Clark
Town