

MEMORANDUM OF AGREEMENT
BETWEEN
HAMILTON TOWNSHIP
AND
MAINLAND PBA LOCAL #77
(Hamilton Township Rank and File)

THIS AGREEMENT is made on this 19th day of December, 2011 by and between the Township of Hamilton (hereinafter referred to as "the Township") and the Mainland PBA, Local #77 (Hamilton Township – Rank and File) (hereafter referred to as "the PBA" or "the Association") for the purpose of amending the existing Collective Bargaining Agreement (CBA) dated January 1, 2004 through December 31, 2008, and the MEMORANDUM OF AGREEMENT covering the period from January 1, 2009 – December 31, 2010, dated October 20, 2008 and attached hereto.

WHEREAS, the Township and the PBA are parties to a collective bargaining agreement covering the period from January 1, 2004 through December 31, 2008, and Memorandum of Agreement covering the periods from January 1, 2009 – December 31, 2010; and

WHEREAS, the Township and the PBA have engaged in good faith negotiations which have resulted in an agreement for a successor Collective Bargaining Agreement, which the negotiation committees for both the Township and the PBA unanimously agree to; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein set forth, the parties agree as follows:

Except as herein modified the terms and conditions of employment set forth in the 2004-2008 Collective Bargaining Agreement and the Memorandum of Agreement dated October 20, 2008 attached hereto shall remain in full force and effect.

1. Cover Page

Delete the existing date range JANUARY 1, 2004 – DECEMBER 31, 2008 and replace it with the following:

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

2. PAGE 4 - **AGREEMENT**

Delete this paragraph in its entirety and replace it with the following:

AGREEMENT

THIS AGREEMENT, entered into this 19th day of December, 2011 by and between the **TOWNSHIP OF HAMILTON**, in Atlantic County, a Municipal Corporation of the State (herein referred to as “the Township”) and the **NEW JERSEY STATE POLICEMEN’S BENEVOLENT ASSOCIATION, MAINLAND PBA, LOCAL #77 (Hamilton Township, Rank and File)** (herein referred to as “the PBA” or “the Association”), represents the complete and final understanding on all bargain able issues between the Township and the Association.

3. PAGE 12 – **ARTICLE V – GRIEVANCE PROCEDURE**

Delete “Step 4” from the grievance process and renumber “Step 5” to “Step 4”.

In the first sentence of the newly number Step 4, delete “4,” and replace “governing body” with “Township Administrator”.

4. PAGE 28 - **Article XVI – SALARIES**

Delete sub-sections (A) in its entirety, and replace it with the following:

<u>Classification</u>	<u>(0%) 1/1/2011- 12/31/2011 Base Salary</u>	<u>(0%) 1/1/2012 - 12/31/2012 Base Salary</u>	<u>(0%) 1/1/2013- 2/28/2013 Base Salary</u>	<u>(2%) 3/1/2013 12/31/2013 Base Salary</u>
Police Officer 1	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,800
Police Officer 2	\$ 46,675	\$ 46,675	\$ 46,675	\$ 47,609
Police Officer 3	\$ 53,350	\$ 53,350	\$ 53,350	\$ 54,417
Police Officer 4	\$ 60,025	\$ 60,025	\$ 60,025	\$ 61,226
Police Officer 5	\$ 66,700	\$ 66,700	\$ 66,700	\$ 68,034
Police Officer 6	\$ 73,375	\$ 73,375	\$ 73,375	\$ 74,843

Police Officer 7	\$ 80,052	\$ 80,052	\$ 80,052	\$ 81,653
Sergeant	\$ 89,019	\$ 89,019	\$ 89,019	\$ 90,799

NOTE #1: Officers employed by the Township prior to January 1, 2012 who are at the "Police Officer 5" step on the wage scale will be placed on this new wage scale at "Police Officer 7".

NOTE #2: The Township, in its sole discretion, can place a newly hired "certified" police officer on the above Classification list up to "Police Officer 5" in order to recognize years of service in another police department.

5. PAGE 29 - **Article XVII – LONGEVITY**

Delete sub-section (A) in its entirety and replace it with the following:

A.1. Each employee hired before January 1, 2012 shall be paid, in addition to, and together with their annual base salary, additional compensation based upon the length of their service and determined according to the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Beginning Fifth Year	2% of Base Salary
Beginning Tenth Year	4% of Base Salary
Beginning Fifteenth Year	6% of Base Salary
Beginning Twentieth Year	8% of Base Salary
Beginning Twenty-fourth Year	10% of Base Salary

A.2 Each employee hired on or after January 1, 2012 shall be paid, in addition to, and together with their annual base salary, additional compensation based upon the length of their service and determined according to the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Beginning Seventh Year	2% of Base Salary
Beginning Tenth Year	4% of Base Salary
Beginning Fifteenth Year	6% of Base Salary

Beginning Twentieth Year	8% of Base Salary
Beginning Twenty-fourth Year	10% of Base Salary

6. PAGE 40 - **Article XXII – SICK LEAVE**

Delete the first sentence in Sub-section M and replace it with the following:

M. If an employee utilizes no more than five (5) sick days in any calendar year, that employee shall be eligible to sell back up to six (6) sick days at the end of the calendar year as long as the employee will retain thirty (30) or more sick days after the sell back.

7. PAGE 47 - **Article XXVII – LIMITATIONS ON LEAVE**

Delete Sub-Section D. in its entirety and replace it with the following:

D. The Township Administrator in consultation with the Chief of Police is authorized to approve such a leave of absence.

8. PAGE 56 - **Article XXXI – HOSPITALIZATION INSURANCE**

Delete sub-section (A) of this Article and replace it with the following:

(A) The Township shall continue to provide health insurance benefits under the New Jersey State Health Benefits Program (SHBP – Direct 10 or other Plan as selected by the employee), subject to all provisions outlined in this Article; including but not limited to the employee contributions outlined in sub-section (B) of this Article.

(B) Employees shall be required to continue contributing to the costs of the Health Insurance Plan, as is mandated by law, including P.L. 2011, Chapter 78 and which shall replace and not be in addition to any other contribution. Such payments shall be withheld in equal installments, throughout the year from an employee’s pay checks. The Township shall maintain its Section 125 Plan so the contributions may be “pre-tax”.

Delete the last sentence from Sub-section C.

9. PAGE 59 – **ARTICLE XXXIII – SENIORITY**

Create a New Section E. to read as follows:

E. In the event of a reduction in Force/layoff, the Township shall implement and abide by the following procedures:

1. Officers shall be laid off in reverse order of their appointment.
2. The Township shall create and maintain a Special Employment List composed of the officer's names that have been laid off. Officers shall remain on said list for a period of up to two years from the date of their lay off. An officer's name shall be removed from the special employment list at the earlier of the following events:
 - a. Officer is hired by the Township of Hamilton; or
 - b. Officer rejects written offer of employment from the Township of Hamilton as outlined in this Article; or
 - c. Expiration of two years of being on the Special Employment List.
3. The determination to hire Officers is and remains the sole discretion of the Township Committee. The following are the steps in the event the Township Committee decides to hire a police officer during a time frame when there are still officers remaining on the Special Employment List.
 - a. Hiring's from the Special Employment List shall be accomplished in reverse order of their layoff.
 - b. In order to be considered for hiring, Officers on the Special Employment List must be qualified to be a Hamilton Township Police Officer at the time of hiring.
 - c. All offers of employment by the Township from the Special Employment List shall be in writing. The officer will be allowed 15 calendar days from the date of the written offer to respond in writing of their acceptance of the offer. If said acceptance is not received within the 15 calendar days the officers name shall immediately be removed from the Special Employment List.
 - d. Wages for officers hired from the Special Employment List, shall be determined by the collective bargaining agreement in effect at the time of the hiring.
 - e. Accepting employment in another position while on the special employment list will not in itself remove an officer from the Special Employment List.
 - f. Officers hired from the Special Employment List shall return to the same step on the Salary Guide as they were at the time of their lay-off. The gap in employment shall not be included in calculating seniority and/or benefits.

10. PAGE 76 - Article XLVI – DURATION OF AGREEMENT


Delete the first sentence on this page and replace it with the following:

THIS AGREEMENT shall be in full force and effective January 1, 2011 and shall continue in effect until midnight December 31, 2013.

In WITNESS WHEREOF, the undersigned have affixed their signatures on the

19th of Dec 2012

ATTEST:



Joan I. Anderson, RMC

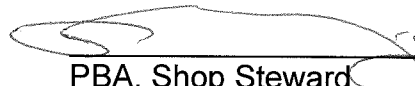
TOWNSHIP OF HAMILTON


Mayor, Township of Hamilton

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL NO. 77

 12-16-11
PBA President


PBA, Shop Steward

PBA Contract Committee Members:

Robert Bernhardt
Gregg Blose
Don Bucci
Bill McElrea
Mike Robison
Mike Schnurr
Gary Thoresen