

MEMORANDUM OF AGREEMENT

by and between

THE TOWNSHIP OF UNION

and

SUPERIOR OFFICERS ASSOCIATION OF THE

TOWNSHIP OF UNION POLICE DEPARTMENT

This Memorandum of Agreement ("MOA") is entered into by and between Township of Union (hereinafter "Township") and the Superior Officers Association of the Union Township Police Department ("hereinafter "SOA"). The Township and SOA are collectively referred to as the "parties."

WHEREAS, the Township and SOA are parties to a Collective Negotiations Agreement (CNA) which has an expiration date of December 31, 2022; and,

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor CNA for the period of January 1, 2023 and December 31, 2027, and wish to memorialize their agreement in writing pending the execution of the new collective bargaining agreement; and,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the SOA and approval by the Township Council by resolution, which the parties' representatives to this Memorandum of Agreement shall support and recommend ratification before their respective bodies, the parties agree that a successor collective negotiations agreement to the expired agreement shall reflect the following changes and modifications as set forth below. All other terms and conditions not specifically referenced herein shall, by agreement of the parties, remain in full force and effect.

1. Preamble: In first sentence, modify "January 1, 2019" to "January 1, 2023."

2. Article IV - INSURANCE: Section A will be revised to read as follows:

A. Except as provided in Paragraphs B and H herein, the Township shall provide the following group Health Insurance coverage for all active and retired officers (after 25 years of service) and the eligible dependents as defined in the policies of insurance:

1. Basic medical with coverage at least equal to that which has heretofore been in effect.

2. Major medical with coverage at least equal to that which has heretofore been in effect.

3. Dental with coverage at least equal to that which has heretofore been in effect with a \$1,500.00 limit.

4. Prescription with coverage at least equal to that which has heretofore been in effect.

5. The health insurance plan provided by the Township, including the prescription plan will be the New Jersey State Benefit Direct 15 Plan. Effective March 1, 2023 the health insurance plan provided by the Township, will be the Aetna choice POS2 Open Access Plan

The prescription plan shall be the Direct 15 Prescription Drug Plan for Local Government Employees. Effective March 1, 2023 the prescription plan shall be the CVS Caremark Prescription Plan.

Active employees shall contribute to the cost of their Medical and Prescription coverage pursuant to the Tier IV contribution rates set forth in the schedule established by P.L. 2011, Ch. 78.

If there are any future changes to health benefits, the standard shall be that the new plan must be equal to or better than the Aetna choice POS2 Open Access Plan for year 2023. Therefore, any change from the current benefits which are in effect when the Plans commence must be equal to, or better than, those previously provided by the Aetna Choice POS2 Open Access Plan as of 2023..

For those employees hired before May 21, 2010, the Township shall pay the full cost for health insurance coverage for Officers who retire with twenty-five (25) years or more credited services in the PFRS and/or PERS, or who are on an approved disability retirement as provided by

statutes and regulations of the New Jersey Division of Pensions. Officers hired on or after May 21, 2010, who retire with 25 or more years of credited service in the PFRS and/or PERS, shall receive health insurance as described above, but they shall contribute 1.5% of their monthly retirement allowance, including any cost of living increases, towards the insurance premium.

3. Article VIII Sick Leave (**the following language shall apply exclusively to yearly sick leave incentive and shall not modify existing contract provisions and applicable law governing sick leave payout upon retirement**)

Section F. will be revised as follows:

F. Sick Leave Incentive

1. Any employee not using sick leave for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to forty (40) hours pay, such employee shall have forty (40) hours deducted from his or her sick leave for that year and may have the balance of his or her sick leave for the year accumulate.

2. Any employee utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to forty (40) hours pay less the time used, such employee shall have the number of hours paid deducted from his or her sick leave for the year, and may have the balance of his or her sick leave for the year accumulate.

Employees hired on or after May 21, 2010 are not eligible for the annual sick leave incentive.

3. Article X - PERSONAL LEAVE: Change heading to PERSONAL LEAVE AND HOLIDAYS
4. Article X - PERSONAL LEAVE: Modify Art. X, Sec. 3 such that full time employees shall receive four (4) Administrative Days.
5. Article X - PERSONAL LEAVE: Add section D. "Holidays". Effective January 1, 2023, employees shall receive an additional eight (8) hours compensation rolled into base pay representing an additional holiday beyond the thirteen (13) holidays previously rolled into base pay.
6. Article XI - OTHER LEAVE: Add Section D, which shall bear the heading "Maternity Leave" and shall read as follows "Any female officer on the payroll as of January 1, 2023 who is planning to give birth will be entitled to a special leave of four (4) days off duty, during the two week

period surrounding the birth, without being charged to any account, provided notice of such special leave is provided to the Chief/Police Director twenty-one (21) days in advance.”

7. Article XIV - MEALS AND MILEAGE: Change heading to “MEALS AND EXPENSES”; eliminate sections A and B; replace with the following as Section A: “In the event of a snow emergency or other natural disaster which precludes personnel from leaving headquarters for meals, the Township shall provide meals at its own cost and expense.” Section C will become Section B.
8. Article XV - COMPENSATION: Conform all dates to reflect new contract years. Police Superior Officer salaries shall be adjusted as follows:

2023 – 2.5%

2024 – 3.0%

2025 – 3.25%

2026 – 3.5%

2027 – 3.5%
9. Article XXII - MISCELLANEOUS: Eliminate last sentence of Section A regarding meeting to agree on increase to jobs in blue rate.
10. Article XXVIII - TERM AND RENEWAL: Conform all dates such that the term of the CNA shall be January 1, 2023 – December 31, 2027 with salaries and other adjustments made retroactive to January 1, 2023.
11. APPENDIX A: Conform base salary guides to the salary adjustments set forth in Article XV.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals

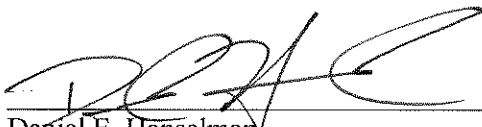
this 27th day of February, 2023.

FOR THE TOWNSHIP OF UNION



Donald J. Travisano
Township Administrator

FOR UNION TOWNSHIP SOA



Daniel E. Hanselman
President

02/23/2023

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