

AGREEMENT
BETWEEN
TOWNSHIP OF MONROE
AND
MONROE TOWNSHIP
SUPERIOR OFFICERS' ASSOCIATION

JANUARY 1, 2019 - DECEMBER 31, 2022

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ARTICLE I
PREAMBLE

This Agreement, entered into this 1st day of January, 2019, by and between the Township of Monroe, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and the Monroe Township Superior Officer's Association, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE II
RECOGNITION

Township recognizes the Association as the exclusive collective negotiations agent for all Sergeants and Lieutenants for the purposes of collective bargaining and on all terms and conditions of employment and grievances.

ARTICLE III
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. At any time during the term of this Agreement, either the Township or the Association may initiate a meeting (s) for the purpose of clarifying, modifying, or interpreting any portion of the Agreement that they feel may be unclear, inadequate, unnecessary, ambiguous, etc. There will be no change in present language unless both parties agree and sign-off on said changes.

ARTICLE IV

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1975 in a good faith effort to reach agreement on all matters concerning the terms and conditions of Police Employment. Such negotiations shall begin no later than the Tuesday following the first Monday of September of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees in the bargaining unit, shall be reduced to writing, and shall be signed by the Chief Executive of the Township and President of the Association.

B. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

C. This Agreement shall be in full force and effect from January 1, 2019 to December 31, 2022.

ARTICLE V

MANAGEMENT RIGHTS

A. The Township of Monroe hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing and following rights:

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

2. To make rules of procedure and conduct, to use improved methods and equipment, 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.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance written notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of funds.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Police Department.

B. In the exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms herein and shall be in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any other national, state, county or local laws or regulations.

ARTICLE VI

SALARIES / LONGEVITY

A. The Sergeants and Lieutenants salary and wage schedule shall be as follows:

| Position | 2019 | 2020 | 2021 | 2022 |
|------------|-----------|-----------|-----------|-----------|
| Sergeant | \$125,985 | \$129,837 | \$133,754 | \$137,748 |
| Lieutenant | \$140,984 | \$144,837 | \$148,754 | \$152,748 |

For computation purposes, beginning of service shall commence on January 1st of the subject year for all employees hired between January 1st and June 30th of the subject year; or July 1st of the subject year for all employees hired between July 1st and December 31st of the subject year.

Effective as soon as administratively feasible, paydays shall be the 15th and the last day of the month.

B. **LONGEVITY**

The Township will provide longevity compensation as follows:

| | |
|--------------------------------|-----|
| Start of 5 th year | 4% |
| Start of 10 th year | 6% |
| Start of 15 th year | 7% |
| Start of 20 th year | 9% |
| Start of 24 th year | 11% |

C. Each employee's longevity compensation shall be included as part of the contractual base wage and paid in routine paychecks.

D. Time spent by a Police Officer testifying in court or other proceedings is compensable time if such time spent testifying (whether voluntary or mandated by the courts) is

required by the Township, if the Officer's attendance at the proceeding is intended to benefit the Township or if the Officer's attendance at the proceeding is a direct result of the performance of the Officer's official Police duties.

E. Longevity is eliminated for any employee hired by the Township on or after January 1, 2015.

F. Sergeants who serve as Field Training Officers ("FTO") shall receive two (2) hours of compensatory time for each day serving as FTO. Allocation of compensatory time shall be made monthly.

ARTICLE VII

HOURS OF WORK AND OVERTIME

A. Non-Patrol Work Schedule

Non-Patrol personnel shall be assigned to a work schedule consisting of a 9-hour workday of 4 consecutive days on duty and 3 consecutive days off duty, Monday through Friday. It is agreed that days off shall be selected by seniority but only after consideration by the Chief in his sole discretion, of proper staffing of ranking officers. Bidding shall take place in November and the schedule shall be issued by December 15.

Whenever an employee is required to work overtime in excess of and in continuation of his regular day's shift, he shall be compensated at the rate of one and one half (1 ½) times his regular hourly rate of pay for all time worked over his normal shift period. The employee may also elect to take compensatory time in lieu of money. Such time to be calculated at the time and one-half rate. No employee shall maintain an amount in excess of eighty (80) hours compensatory time "on the books".

B. Patrol Work Schedule

1. The work schedule is based on three (3) days on – two (2) days off; two (2)

days on – three (3) days off; two (2) days on – two (2) days off. The hours of work are 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. In addition, the Chief of Police shall have the discretion to implement a swing shift. The daily maximum hours that can be worked is sixteen (16).

2. Bidding for Patrol shifts shall take place in November for the upcoming calendar year. Each officer shall submit his first selection for the shift and side of his choice and a second selection. Except as provided below, bidding for shifts and sides shall be on a seniority basis. However, when an officer voluntarily transfers back to Patrol from a non-patrol assignment, he shall be placed on a shift and side at the Chief's discretion until the next bidding process. If an officer is involuntarily returned to Patrol, the shift to which he is assigned shall be the same as that of the officer who assumes his non-patrol assignment.

During each bidding process, the Chief may deny up to 2 officers their first choice and award his second choice in favor of a less senior officer for legitimate business reasons as reasonably determined by the Chief. The reason(s) must be submitted in writing to the SOA.

Notwithstanding anything herein to the contrary, should there be a shortage of officers either selecting the AM or PM shift, any vacancies created thereby may be filled by the Chief in accordance with the needs of the Department. Should such shortage occur, the filling of any vacancies shall not be deemed a violation of the bidding process restricting the Chief in any manner.

The Chief or his designee shall post the schedule for the upcoming year by December 15.

C. If an employee is recalled to unscheduled duty for any reason during a period when the employee is not scheduled for work, including but not limited to emergencies, department hearings (excluding grievances and arbitration) without at least seventy two (72) hours prior notice, he shall be paid for all hours worked and shall receive a minimum of four (4) hours compensation at time and one half (1 ½) regardless of whether or not said employee works such

entire four (4) hour period. Any overtime performed by an employee on his day off in excess of eight (8) hours shall be compensated at the rate of double time.

Patrol Shift overtime will be covered by Officers on their off day using the current model of the rotating list, by Squad, of everyone off for either the A squads or B squads or those officers assigned to Dayshift (Patrol/Traffic, Detectives and Administration). Overtime can be taken in 6 or 12 hour blocks. Any Officer who voluntarily works a 12 hour Road Coverage shift will not be compensated at double time, until they exceed 12 hours. In the event of an ongoing or an unforeseen incident, an Officer will be allowed to hang over or be called in early, so long as said Overtime does not exceed four (4) actual hours of work. The 16 hour rule shall not be violated.

D. In further accordance with the definitional section, if any employee should be required to appear before any Grand Jury, Municipal Court, State Court or Federal Court, such time during which he is so engaged shall be considered a time of assignment to, and performance of, his regular duty and when such appearance occurs outside his normal working shift, said employee shall receive compensation from the time the employee logs in until the time he logs out.

E. If an employee is recalled to work during his/her vacation time, personal time and compensatory time, but not sick time, said employee shall receive compensation at a rate of one and one-half (1 ½) his/her regular rate of pay. In addition, said employee shall have the vacation day, personal day or compensatory time credited to his/her available vacation time of the applicable year.

F. If all Township Offices close with the exception of the Township Road Department, supervisors who are on duty shall receive "hour-for-hour" straight time (as compensatory time) for the number of hours worked while the Township is closed to a maximum of 12 hours. For the purposes of measuring the closure, the day shall start at 0600 hours on the day of closure and end at 0600 hours the next day.

G. If an Officer who is not assigned to the 12-hour Patrol Schedule is assigned to school on his days off, he will be entitled to the same number of days off at the completion of school. If assigned to an all-day school (6 hours), this shall serve as his workday. If assigned to a school of less than 6 hours, he shall return to work and complete his shift.

If an Officer working the 12-hour Patrol Schedule is scheduled to an all-day school (8 hours), this shall serve as his day of work. If an Officer working the 12-hour Patrol Schedule is scheduled to a half/partial day school, he will be required to return to work for the remainder of the 12 hour shift. If an Officer is scheduled for any training, including schools, on a regular day off, the Officer will be compensated with time and one-half, for such training. Effective January 1, 2015, officers shall receive 72 hours of compensatory time annually for training (48 hours at time and one-half) for 48 hours of training.

H. If a Supervisor is assigned to a school on their day off, he or she will be awarded an alternate day off with pay to be used at their discretion as long as it does not violate minimum staffing. However, the alternate day off shall be used within 30 days after it is earned, or it will be forfeited.

I. Compensatory Time – Compensatory time, at the Officer's option, shall be paid at the one and one-half (1 ½) hour compensatory time off rate (CTO). Compensatory time off may be accumulated to a maximum of eighty (80) hours. All Officers working the twelve (12) hour Patrol Schedule will be given 144 hours compensatory time annually (for the hours worked over the Federal Standard of 2080), plus the 72 hours of compensatory time for 48 hours of In-House training requirements (as set forth in Paragraph G, above) for a total of 216 hours of Compensatory Time. The 48 hours allotted for training will be used at the discretion of the Chief of Police to accomplish training requirements/needs. All of these Compensatory hours must be used within the calendar year or they will be forfeited. The 144 hours of work schedule compensatory time and

the seventy-two (72) hours of training compensatory time shall be in addition to the eighty (80) hours that officers are allowed to accrue as noted in this Section. Comp time may be used in no fewer than one (1) hour blocks.

The officer in charge shall have the authority to approve requests for the use of compensatory time which requests will not be unreasonably declined. It shall be deemed reasonable to decline a request if the use of compensatory time will affect the operation of the Department or bring the shift below minimum manpower.

ARTICLE VIII
CLOTHING ALLOWANCE AND REPLACEMENT

A. In addition to the above, the Township shall supply to Police Officers, reasonable replacement for articles of civilian clothing rendered unusable as a result of action taken in performance of his duty. The Township shall require receipts of value as to any claims made on a prospective basis.

B. The Township will pay for the replacement or repair of uniform apparel and Township issued weapons damaged in the line of duty. The Township will also pay to replace prescription glasses and contact lenses at a maximum of two hundred dollars (\$200.00), and a maximum of one hundred fifty dollars (\$150.00) for watches.

C. Uniforms lost or destroyed, by the negligence of the employee shall be replaced by the employee at his own expense.

ARTICLE IX
SICK LEAVE

A. **Sick Leave**

1. Each member of the Police Department shall be entitled to ninety-six (96) hours of sick leave for the calendar year. Sick leave shall be granted to each full time employee

who through bona fide sickness or injury becomes incapacitated to a degree that it makes it impossible for him to perform the duties of his position or whom a physician quarantines because he has been exposed to a contagious disease.

2. A certificate from a physician designated by the Township and/or the employee's own physician may be required as sufficient proof of the need for sick leave. When the Township designates its physician, the Township shall pay the costs of the doctor. When the certificate is supplied by the employee's physician, the employee shall bear the cost of the doctor's visit. In cases of sick leave due to contagious disease or exposure to the same, a certificate from the Township Department of Health may be required before the employee is permitted to work. If the employee does not comply with a request for the above outlined certificate, the employee involved shall suffer loss of pay for a period of time involved in unsubstantiated sick leave and be subject to disciplinary action as outlined in Township ordinances pertaining to Police Rules, Regulations and disciplinary action.

3. Employees in their first year of employment shall be entitled to one day of sick leave for each month of employment.

4. Sick leave may be accumulated without limit during each employee's length of service. Paid sick leave shall not accumulate during an unpaid leave of absence or suspension of 30 days or more (except if on FMLA/FLA leave).

5. Accumulated sick leave may be used by an employee for personal illness; illness in his immediate family which he can satisfactorily substantiate and which requires his personal attendance upon the ill person or persons normally in the care of the ill person; quarantine restrictions; and pregnancy of the employee or disabling injury. The term "immediate family" for the purpose of this paragraph shall mean and refer only to the employee's spouse or child, and parent or unmarried brother or sister residing in the employee's household. In all cases sick leave

will be granted in terms of "immediate family" only if the care is being provided by the employee.

6. The Township shall schedule full physical examinations for each covered employee, every three (3) years, or more frequently at its discretion. The physical examination shall include a medical examination, EKG, sedimentation rate, hemocult, urinalysis, blood work, PSA, and any additional tests deemed medically necessary by the Township Doctor. The full cost of this physical examination shall be paid by the Township. Any medical problems discovered during the physical exam remain the responsibility of that employee.

7. The Township agrees to provide employees with up to one hundred twenty (120) calendar days of extended sick leave in the event that a debilitating sickness and/or injury is incurred while off the job excluding any sickness or debilitating injury incurred while in the employ of some third party to include self-employment. Certification by the Township physician that the employee has sustained a debilitating sickness and/or injury will be required. Such certification shall be submitted at least once each month during the disability unless waived by the Township Administrator and shall be based either on examination by the Township physician or consultation by him with the treating physician. An employee must use all accumulated paid time off (i.e., sick, vacation or personal time), except for compensatory time, before he/she is eligible to use extended sick leave time.

8. Before availing himself/herself of extended sick leave benefits, an employee shall use all of his available accumulated and current year monthly allocations of sick leave. An employee shall continue to have credited to his/her record one day per month of sick leave during the period he/she is on extended sick leave.

9. An employee availing himself/herself of extended sick leave benefits must file for any applicable private, state or federal income protection programs which are available. The employee shall reimburse the Township for extended sick leave benefits from any

compensation he/she receives under worker's compensation, disability or private income insurance protection program, excluding lump sum settlements for partial or permanent disability awards.

10. **Sick Time Incentive Program:** Once an employee has earned and accumulated a "bank" of 240 hours, that employee may choose to utilize the sick time incentive program.

Under this program, the employee may convert sick hours, earned or anticipated which are in excess of his "bank", into compensatory days. The maximum number of hours an employee may convert in a calendar year is 81 for supervisors on the 9-hour shift and 84 hours for supervisors on the 12-hour shift. Hours which are converted must be utilized in the year they are requested, as compensatory time secured under this program are not cumulative. If an employee earns his "bank", then requests to convert 81 or 84 hours of his anticipated 96 hours into compensatory days, he is left with his "bank" plus 15 or 12 excess hours. Should the need arise for this employee to utilize 24 or more sick hours during the balance of that year, he will have violated his "bank" and will be required to earn back the hours needed to complement the 240 hour "bank" before he is again eligible to convert days. Anticipated sick days cannot be used to satisfy the 240 hour "bank" replacement.

ARTICLE X

VACATION

| Years of continuous full time employment with Township | Vacation Days |
|--|---------------|
| 1 year | 10 Days |
| 2 – 4 years | 15 Days |
| 5 – 8 years | 18 Days |
| 9 – 14 years | 20 Days |

15 – 20 years

24 Days

21 years or over

26 Days

New employees shall not be eligible to take vacation during the first ninety (90) days of their employment. Vacations shall be scheduled by the Chief of Police/Director of Public Safety in keeping with considerations related to seniority, work load and good staffing practices to insure efficient operation of the Department. The Chief of Police/Director of Public Safety will solicit vacation requests from employees in the early part of the year.

Paid vacation leave shall not accumulate during an unpaid leave of absence or suspension of 30 days or more (except if on FMLA/FLA leave).

Effective January 1, 2015, vacation time will be converted to hours using the 8 hour per day standard (20 vacation days equals 160 hours, etc.) Vacation time may be taken in increments of two (2) or more hours.

ARTICLE XI HOLIDAYS

An employee shall schedule floating holidays for either time off or for payment and are subject to the approval of the Chief of Police. Floating holidays shall not be scheduled on a designated paid holiday. If an employee chooses to work on that floating holiday, payment for any time worked on the floating holiday will be included in the employee's next regular paycheck following said holiday. Floating holidays are not cumulative and said leave shall not be taken unless 48 hours' notice thereof has been given to the Chief of Police.

The following holidays are designated as paid holidays:

New Year's Day

Labor Day

Martin Luther King's Birthday

Columbus Day

President's Day

General Election Day

Good Friday
Memorial Day
Independence Day
2 Floating Holidays

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Each employee covered by this Agreement shall be entitled to fifteen (15) paid holidays listed above. A floating holiday shall be equal to the number of hours in an officer's shift.

The holiday benefit shall be paid to each employee and included and rolled-in to base pay at 12 hours per holiday (180 hours) as part of the contractual base wage and paid in routine paychecks. Payment for any time worked on a holiday which he/she is entitled to work, he/she must apply for time off (comp, personal, *etc.*) just as he/she would for any other day. Should an employee wish to be off on a holiday, which he is/she is scheduled to work, he/she must apply for time off (comp., vacation, personal, *etc.*) just as he/she would for any other day.

Any employee who works a holiday shall receive time and one half (1 ½) his normal rate of pay. Overtime worked on a holiday shall be compensated at the rate of double time. A shift employee will be paid holiday pay compensation if he works on the day that the holiday is observed by the Township offices, with the exception of New Year's Day, Independence Day and Christmas Day, which will be observed on January 1, July 4, and December 25 respectively, regardless of what day of the week is falls on. If said employee happens to be scheduled off on the latter three holidays but works the Township's observed day, he is not entitled to compensation. An employee normally scheduled to work Monday through Friday will have all holidays paid at holiday rate compensation on the day the holiday is observed by the Township Offices. If said employee happens to work on New Year's Day, Independence Day, or Christmas Day when these holidays fall on a weekend, he will be entitled to normal overtime and/or call-in provisions of this agreement, but he will not be entitled to holiday compensation until the observed day. Effective September 12, 2014 and

thereafter, Officers shall be paid time and one-half for all hours worked during the 24-hour holiday period, regardless of the date that their shift starts or finishes.

ARTICLE XII

LIFE INSURANCE

The Township will provide and pay for a group life insurance policy which will provide twenty thousand dollars (\$20,000.00) life insurance coverage for each Association member.

ARTICLE XIII

HEALTH INSURANCE

A. The Township agrees to pay 100% of the cost of the following:

1. Hospitalization, medical and major medical insurance for the employees and their spouse and children or domestic partner of employees providing they have a valid certificate of Domestic Partnership. Effective May 1, 2011 the Township shall provide health coverage through the AETNA Choice POS – New Jersey Health Plan for active employees. Effective January 1, 2019, the Township shall provide health coverage as set forth in Schedule A attached hereto. Officers shall contribute towards the premium for health insurance as required by applicable law.

All officers hired on or after January 1, 2019 who are promoted into this negotiations unit shall enroll in the OMNIA 10 plan. They may buy up to any other plan by paying the difference in premium plus their Chapter 78 contribution, if applicable. All other officers/supervisors have the option to enroll in OMNIA 10. This shall also apply to officers/supervisors who have opted out of the Township's insurance. Officers promoted into this unit who were hired prior to 1/1/19 shall be eligible to enroll in any plan during open enrollment or upon loss of insurance from alternate source. All supervisors enrolled in OMNIA shall be eligible to participate in the Township

sponsored HRA.

Effective January 1, 2019 the following co-pays shall be implemented:

- a. Emergency Room co-pay: \$100.00 waived if admitted.
- b. Urgent Care co-pay: \$10.00.
- c. Primary Care Physician Co-pay: \$15.00.
- d. Specialist Co-pay: \$25.00.

2. New Jersey Dental Service Plan "Delta Dental Plan" is based on

upon customary and reasonable fee concept as follows:

| <u>Benefits</u> | <u>Co-Pay</u> |
|---------------------------|---------------|
| Preventative & Diagnostic | 100% |
| Remaining Basic Benefit | 80/20 |
| Crowns & Gold Restoration | 50/50 |
| Prosthodontic Benefit | 50/50 |

The maximum amount payable by dental insurance service plan provided an eligible patient in any calendar year is \$1,500.00.

A \$50.00 deductible per patient per calendar year, which is not applicable to Preventative and Diagnostic Benefits.

A \$150.00 family maximum aggregate deductible which is not applicable to Preventative and Diagnostic Benefit as follows:

| <u>Benefit</u> | <u>Co-Pay</u> | <u>Maximum</u> |
|----------------|---------------|----------------|
| Orthodontic | 50/50 | \$1,000.00 |

3. The Township shall provide, at no cost to the employee, full hospitalization and Medical and Major Medical insurance for retirees with pensionable service of twenty-five (25) years or more of service and their spouse, including those retirees who took advantage of the Early Retirement Incentive and their spouse, and employees who retire on a disability pension benefit and their spouse. Any supervisor with 25 years of service as of December 31, 2019 can retire with the medical and

prescription package available in 2018, subject to contributions required by State law. Effective January 1, 2019, a supervisor who retires on a "special retirement" (service) must have 25 years of pensionable service and a minimum of 15 years of service with the Township.

4. Effective January 1, 1995, the Township shall provide prepaid prescription coverage (\$4.00 co-pay) for retirees with the equivalent of twenty-five (25) years or more service and their spouse, including those retirees who took advantage of the Early Retirement Incentive and their spouse and employees who retire on disability pension benefit and their spouse. Effective January 1, 2019, a supervisor who retires on a "special retirement" (service) must have 25 years of pensionable service and a minimum of 15 years of service with the Township.

5. Effective January 1, 2002, the Township shall provide, at no cost to the employee, full hospitalization, Medical and Major Medical insurance, the prepaid prescription coverage(\$4.00 co-pay) for retiree's children, until the end of the year in which the child attains age twenty-six (26). This benefit is retroactive. Effective January 1, 2019, a supervisor who retires on a "special retirement" (service) must have 25 years of pensionable service and a minimum of 15 years of service with the Township.

6. Should a retired employee die before their spouse, the spouse will continue to be covered under this paragraph.

7. The Township shall have the right to change insurance carriers so long as substantially similar benefits are provided. The Township shall provide the Association with thirty (30) days written notice of such proposed change. A copy of such

proposed policy shall be provided to the Association by the insurance carrier.

8. Health benefits, as they apply to prescription drug and/or optical coverage accomplished by other recognized bargaining units under the direct jurisdiction of the Municipal Government during the term of this contract shall automatically be provided to the employees covered by this contract.

B. The Township will provide outpatient coverage through its insurance carrier.

C. When a retired employee attains the age of 65, they shall take Part "B" of the Medicare Health System. Medicare at age 65 will be the retiree's primary insurance carrier and the provider supplied by the Township will be secondary. The Township shall only reimburse for the base premium cost per month for Medicare Part B.

D. Any supervisor that had at least 15-years of pensionable service as of December 31, 2014, shall not contribute to the cost of medical premiums in retirement, except as required by law (1.5% of pension benefit).

E. Effective January 1, 2008 the Township shall have the right to implement a prescription drug co-payment plan for all Employees with a five dollar (\$5.00) generic co-payment and a fifteen dollar (\$15.00) brand name co-payment. Mail order prescriptions shall be at the ten-dollar (\$10.00) generic and thirty-dollar (\$30.00) brand name co-payment rate (a ninety (90) day supply).

Effective January 1, 2019, the Rx co-pays shall be:

| | |
|---------------|---------|
| Generic | \$7.00 |
| Preferred | \$25.00 |
| Non-Preferred | \$50.00 |

F. The prescription drug co-payments as set forth in paragraph E above shall be applied prospectively for active Employees.

G. Future retirees shall be maintained at the health care coverage levels and benefits in effect at the time of their retirement. Retirees shall be reimbursed through a 3rd-party administrator hired by the Township for any increased out-of-pocket costs due to benefit changes.

H. It is the intention of this section to continue the benefits of this Article to the spouse and dependent children of any officer who may lose his/her life as a result of engaging in a police related incident responsible for that loss of life. Therefore, the spouse and dependent children of any officer who may lose his/her life while engaged in the performance of their duties in a police related incident shall receive all benefits under this Article as if that officer retired.

ARTICLE XIV
WORK IN HIGHER RANK

A. Any Sergeant assigned by the Chief of Police/Director of Public Safety, or designated by rules and regulations, to occupy the position and assume the responsibilities of a Lieutenant for any workday shall be compensated for that time of service at the Lieutenant's base rate of pay.

B The aforementioned policy specified in Paragraph A shall be applicable to Lieutenants serving as Captain or Chief of Police during their absence due to vacation periods or extended illnesses only.

ARTICLE XV
EDUCATION BENEFITS

A. Any Association member who attends school shall be responsible for the initial costs of tuition, academic fees, and any other required fees for all courses in which he enrolls. In addition, he shall be responsible for payment of all books and materials required for said courses. In the interest of supporting the concept of continued education, the Township shall provide a College Incentive Program to provide economic remuneration to those individuals in pursuit of Undergraduate and Graduate Degrees.

B. Associate Degree (total requirement 60 credits). Upon obtaining fifteen (15) credits towards an Associate Degree, the employee will receive upon submission of a certified copy of his college transcript, in addition to his base pay five dollars (\$5.00) per certified credit each year. There will be no economic benefit applied until an officer obtains a minimum of 15 credits. In order to be entitled to the benefits as conferred by this section, employee must achieve a minimum grade of "C" or its numerical equivalent.

C. Bachelor of Arts Degree (total requirement 120 credits). Upon obtaining thirty (30) credits towards a Bachelor of Arts Degree, the employee will receive upon submission of a certified copy of his college transcript, in addition to his base pay ten dollars (\$10.00) per certified credit each year. There will be no economic benefit applied until an officer obtains a minimum of 30 credits. In order to be entitled to the benefits as conferred by this section, employee must achieve a minimum grade of "C" or its numerical equivalent.

D. Masters' Degree (total requirement 36 credits of graduate work). Upon

obtaining nine (9) credits towards a Masters' Degree, the employee will receive upon submission of a certified copy of his post graduate transcript, in addition to his base pay fifteen dollars (\$15.00) per certified credit each year. There will be no economic benefit applied until an officer obtains a minimum of 9 credits. In order to be entitled to the benefits as conferred by this section, employee must achieve a minimum grade of "C" or its numerical equivalent.

E. Each employee who plans to take advantage of the College Incentive Program shall notify the Chief of Police in writing no later than October 1, of each calendar year concerning the following for budget purposes:

1. The school he/she will be attending.
2. A projection of the number of total credits he/she anticipates taking during the period January 1 to December 31.
3. A projection of the number of total credits he/she anticipates compensation for during the period January 1 to December 31.

F. Payment of the College Incentive Program shall be made once each year in December based on credentials filed with the Chief of Police during the course of the fiscal year.

G. Upon satisfactory completion of a degree program and satisfactory filing of appropriate transcripts with the Chief of Police, the employee shall be entitled to receipt of an annual credit allotment.

H. If a breach in the pursuit of a given degree program extends two (2) years without activity on the employee's part, any previously accomplished credit allotments

shall become null and void and shall not be considered by the Township unless the employee becomes re-enrolled on a continuous basis.

I. Employees shall forfeit all educational benefits due or received within a one-year period if the employee leaves the employ of the Township under a voluntary separation.

J. Upon receipt of the following degrees, the employee shall receive the appropriate sum of money. Said payment shall be made in December of each year and it is understood that once the degree is acquired, credit payment for that degree, as outlined above, shall no longer apply to that degree. Should the employee commence school for an advanced degree, the next appropriate section shall commence:

| | |
|-------------------|------------|
| Associates Degree | \$600.00 |
| Bachelors' Degree | \$1,400.00 |
| Masters' Degree | \$1,800.00 |
| Ph.D. | \$2,000.00 |

It is understood that the employee who was receiving payment for an Associate Degree and then received a Bachelor's Degree would receive payment only for the Bachelor's Degree from that point. Thus, these figures are not cumulative.

K. All officers who are or have been honorably discharged from the military after a minimum of 4 years of full-time, active service shall receive the Bachelor's Degree stipend. Those officers who are in the Reserve component of the Armed Forces or a State Militia shall receive the Associate's Degree stipend. However, if such officer has been activated for a minimum of 4 years of that service they shall receive the Bachelor's Degree stipend.

ARTICLE XVI
ASSOCIATION RIGHT AND PRIVILEGES

A. Accredited representatives of the Association may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Township facilities or premises, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld provided there shall be no interference with the normal operations of the business of Township government or normal duties of the employees.

B. One (1) Association representative may be appointed to represent the Association in grievances with the Township and to conduct investigations thereof with no loss of regular pay. Permission from the Chief of Police will be required before leaving duty assignment.

C. During collective negotiations, authorized Association representatives, not to exceed two (2), shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay. Permission from the Chief of Police will be required before leaving duty assignment.

D. Use of the bulletin boards – The Association shall be authorized to use a designated bulletin board at Police Headquarters for the posting of Association notices.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. **Definition**

A grievance is a complaint about the interpretation, application or alleged violation of policies, agreements or administrative decisions affecting any member of the bargaining unit.

D. **Days**

All reference to days in the grievance shall mean Monday through Friday, not including holidays.

Formal grievances shall be submitted in the manner prescribed below only after the chain of command requirements of the Police Department Rules and Regulations have been complied with without satisfactory conclusion. All grievance proceedings shall be presented in writing at all levels specified below. There shall be no overtime compensation applied to any employee when the time is related to the grievance procedure.

E. The following constitutes the sole and exclusive method for resolving

grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or association shall institute action under the provisions hereof within ten (10) days after the event giving rise to the grievance has occurred or when the employee or Association knew or should have known of the event shall present the grievance in writing to the Chief of Police. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

Step Two: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Business Administrator within ten (10) business days of the written response or lack of response from the Chief of Police. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chief of Police shall respond, in writing, to the grievance within ten (10) days of the submission. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall respond, in writing, to the grievance within ten (10) days of the submission.

Step Three: **Arbitration**

a. If the grievance has not been resolved at Step Two, then within thirty (30) days from determination of the grievance at Step Two, the Association may submit the grievance to arbitration.

b. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the New Jersey State Board of Mediation. Simultaneously, with application to the New Jersey State Board of Mediation, the

Association will send notice to the Township of the application for arbitration.

c. Only matters pertaining to the application and/or interpretation of the provisions of this Agreement may be brought to the Arbitration.

d. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

e. The decision of the Arbitrator shall be binding upon the Township and the Association and employee.

f. The parties shall direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

g. The Arbitrator shall be bound by the provisions of this agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto.

h. The expenses of the arbitrator's bill shall be shared equally by the parties.

F. Upon prior notice to the Chief of Police, one designated Association representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any stage in the grievance procedure.

ARTICLE XVIII
MILEAGE ALLOWANCE

The Township agrees that whenever an employee is required to utilize his personal vehicle in the performance of Township business, he shall be reimbursed at the mileage rate established by Ordinance or at the I.R.S. rate per mile, whichever is the greater amount for same. The employee shall be required to submit a requisition form provided by the Director of Public Safety/Chief of Police outlining the duty performed, starting point, destination and mileage involved.

ARTICLE XIX
EMPLOYEE FILE

A. No material, including but not limited to work evaluation, reprimands, or criticisms, shall be placed into an employee's personnel file without the employee's

knowledge of the instrument to be filed and without the employee's written acknowledgment, or if the employee refuses to sign the instrument, a notation on the instrument stating that "this instrument was shown to the subject employee prior to filing in the presence of the Chief of Police and the undersigned member of the staff on day, time, and date." _____

Signature of witness from Chief of Police staff

The employee's signature shall merely indicate his acknowledgment of the filing of the document and shall not in any way indicate his agreement with the material, nor shall it prejudice any future action he may institute.

B. An employee shall have the right to attach a response to any material that is placed into his personnel file.

C. An employee shall within five (5) working days of a written request to the Chief of Police/Director of Public Safety, have an opportunity to review his personnel folder in the presence of an appropriate official of the Police Department to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the Township during the term of this agreement. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein. The Township, with the employee's full acknowledge of the contents, may counter-respond in writing to any material inserted by the employee.

ARTICLE XX
EMPLOYEE'S RIGHTS

A. **Rights and Protection in Representation.**

Pursuant to Chapter 123 Public Laws 1975, the Township hereby agrees that every employee of the Township shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining activities for mutual aid and protection. As a duly elected body exercising governmental powers under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any right conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey or the United States; that it shall not discriminate against any employee with respect to wages, hours, or terms and conditions of employment by means of his membership in the Association and its affiliates, including collective negotiations with the Township, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

B. **Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey Statutes, the Constitutions of New Jersey and the United States, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. **Just Cause Provision**

No employee shall be discharged, disciplined, reprimanded, reduced in rank or

compensation, or deprived of any employee advantage, or given an adverse evaluation of his service without just cause. Any such action asserted by the Township, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Public Criticism of Officers

Any question or criticism by a supervisor, administrator, or member of the governing body, of a police officer shall be made in confidence and not in the presence of other employees (with the exception of the employee's representative), member of the general public, or at any other public gathering. The same shall be applied to an employee expressing criticism of supervisors, administrative personnel or members of the governing body. An alleged violation of this section shall not be arbitrable.

E. In an effort to insure that Departmental Investigations (whether in-person or conducted through reports and/or written questionnaire) are conducted in a manner that is fair and that promotes good order and discipline, the Township and Department agree to follow the Attorney General Guidelines on Internal Affairs.

F. The Chief shall have the discretion to impose or withhold discipline for a supervisor who through their negligence or intentional conduct causes damage to Township property. If the Chief elects to impose discipline, the penalty may range from a counseling notice to termination, depending on the severity of the offense and the number of prior offenses for the same conduct by the supervisor involved.

ARTICLE XXI

DISCRIMINATION AND COERCION

The parties hereto agree that any and all discriminatory activities by employees are inimical to the welfare of not only residents of our community but also to the welfare of

the employees.

Therefore, the parties agree that there shall be no discrimination, interference or coercion by the Township or by any of its agents against the Association or against the employee represented by the Association because of membership activity in the Association. Nor shall the Township discriminate in favor of or assist any labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees.

There shall be no discrimination or coercion by the Association or any of its agents against any employee covered by this Agreement because of membership or non-membership in the Association.

Neither the Township nor the Association shall discriminate against any employee based on age, race, racial profiling, color, gender, religion, marital status, national origin, physical handicaps, political affiliation, Association membership or non-membership, or legal association activity permitted herein.

The Township will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

Parties agree that they will be bound not only by the Constitutions of the United States and the State of New Jersey but by current statutes of the State of New Jersey and ordinances of the community, all decisions rendered by the Courts of New Jersey or the Federal Courts, and any and all statutory amendments and changes that become enacted during the term of this Agreement.

The parties hereto record that all discriminatory activities as set forth hereinabove, are an anathema to the welfare of our community and its citizens and residents and the public in general. Accordingly the parties agree to cooperate in the fostering and development of all educational curricula that can be utilized for the further training of our employees to this end.

Both parties agree to vigorously encourage participation by the employees in all educational curricula that may be promulgated and available to them. The parties further agree that any recognition certifications received by the employee shall be inserted in all their individual files upon completing any educational courses.

It is the further intention of this Article that these aforesaid prohibitions against discrimination shall be additionally applicable to the conduct of the employees covered by this Agreement with respect to all the citizens and residents of the Township of Monroe and the public at large.

ARTICLE XXII
REPRESENTATION FEE

The requirements of this Article shall be in accordance with the U.S. Supreme Court's 2017 ruling in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act.

A. **Purpose of Fee**

If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that

membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by this Association as majority representative.

B. **Amount of Fee.**

1. **Notification**

Prior to the beginning of each membership year, the Association will notify the Township Business Administrator in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by a non-member will be equal to 85% of the total amount.

2. **Legal Maximum**

In order to adequately offset the per capita cost of services rendered by the Association as Majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charges by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change. Should the maximum amount be decreased by law, the Association would have the final say as to whether or not to implement the fee or remove the article.

C. **Deduction and Transmission of Fee**

1. **Notification**

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Township Business Administrator a list of those employees who have not become members of the Association for the current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph two (2) below, the full amount of representation fee and promptly will transmit the amount so deducted to the Association.

2. **Payroll Deduction Schedule**

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: Ten (10) days after receipt of the aforementioned non-member list by the Township Business Administrator; or Thirty (30) days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deduction will begin with the first paycheck paid to said employee after the resumption of the employees' employment in a bargaining unit position.

3. **Termination of Employment**

If an employee who is required to pay a representation fee terminates his/her employment for any reason or cause before the Association has received the full amount of the representation fee to which it is entitled under this Agreement the Township will

deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. **Mechanics**

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Township will, however, indicate in those records transmitted to the Association which monies are from dues and which monies are receipts from the representation fee.

5. **Changes**

The Association will notify the Township Business Administrator in writing of any changes in the list of non-members provided for in paragraph one (1) above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Business Administrator received said notification.

6. **New Employees**

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Association, a list of all new employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

D. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of

or by reason of action taken by the Township in reliance upon salary deduction authorization cards and submitted by the Association to the Township or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such charged deduction.

ARTICLE XXIII
DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of employees, subject to this Agreement, dues from the Association and such deductions shall be made in compliance with chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e) as amended. Said monies collected for each month, together with records of any corrections shall be transmitted to the Association Treasurer on or before the 15th day of the following month.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate Township officer. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association to the Township.

ARTICLE XXIV

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the terms of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position or stoppage or work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk out or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. 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 or supporting such activity by any other employee or group of employees of the Township and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

C. Nothing contained in this 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 in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXV
MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the Township's Charter, Ordinance and Rules and Regulations of the Police Department of the Township enforced on said date shall continue to be so applicable during the terms of this Agreement, and nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date and accordingly such employee's benefits shall be contained.

ARTICLE XXVI
SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVII
COPIES

The Association agrees to supply each member of the Association with a copy of this Agreement at its own expense.

ARTICLE XXVIII
NO UNILATERAL CHANGES

The Township agrees there shall be no unilateral changes in the terms and conditions of the Agreement or covered by this Agreement.

ARTICLE XXIX
PERSONAL DAYS

Personal days – employees covered by the provisions of this agreement shall be entitled to four (4) non-cumulative days a year leave of absence with pay for personal business. Personal days are equal to the number of hours in an officer's shift. Personal time shall be approved by the officer's direct supervisor. The Township reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. For non-emergent situations, a request for a personal day can be denied if it will reduce manpower for the shift below minimum manpower. Under such circumstances, the Township may request that the officer provide proof of the emergency upon his return to work. Personal days are non-cumulative.

ARTICLE XXX
BEREAVEMENT LEAVE

A. All employees covered by this agreement shall be entitled to leave without loss of pay for all time lost from work as outlined below based on the relationship of the deceased to the employee:

| <u>Relationship:</u> | <u>Maximum Bereavement Days</u> |
|--|---------------------------------|
| Spouse, child, mother, father, brother, sister or Spouse's parent, step relations, domestic/civil union partners, and children of | |

domestic/civil union partners.....5

Immediate family (defined to mean grandparents, grandchild or any relative of the employee’s household), daughters/sons-in-law, grandparents-in-law..... 3

Non-immediate family (defined to mean aunt, uncle, niece, nephew, brother-in-law, sister-in-law)..... 1

B. Reasonable verification of the event may be required by the Township.

C. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Department head or his designated representative shall be charged, at the option of the employee, either as a personal day or against accumulated compensatory time off.

D. The aforementioned bereavement “time off” days are applicable to work days. If there is a death in the family applicable to the standards set forth in this Article, regular “time off” does not constitute part of the bereavement “time off”.

ARTICLE XXXI

SICK LEAVE PAYMENT UPON RETIREMENT

A. At the time of retirement, an employee will be paid for fifty (50%) percent of their accumulated sick time with a cap of \$15,000.00.

B. In order to enjoy this benefit, an employee must provide the Township with one year prior notice of his/her intention to retire in writing. The rules and regulations

regarding retirement shall be consistent with those established by the Police and Fireman's Retirement System.

C. In addition to the \$15,000 maximum cash-in, a retiring supervisor shall have the right to use up to 30 sick days as paid time off immediately prior to his retirement date. The Officer must notify the Department 90 days prior to the use of the 30 days of sick time.

ARTICLE XXXII

MATERNITY

A. Granted to all full-time female employees who are covered by this agreement pursuant to Article II who have at least two (2) years of continuous service with the Township as of the date of birth.

B. No later than the fourth (4th) month, the employee shall notify the Chief of Police in writing of the condition of her pregnancy. Upon notifying the Chief of Police, the employee shall let it be known as to plans of continuing employment or taking leave of absence not to exceed 60 days unless prevented from doing so for medical reasons. Notification of pregnancy shall be required from her physician giving the date of expected delivery and her ability to continue her normal duties. She shall give the Chief of Police a monthly certificate from her physician indicating her ability to continue working.

C. Paid leave is for 60 days but employees may exercise the option of the beginning of leave as long as delivery comes within 60 days. The Supervisor shall not to use her sick time when on maternity leave, provided she has two (2) continuous years of service. Maternity leave is consecutive and shall run concurrently with FMLA/FLA.

D. It will not be required for employees to use their sick time first when on

maternity leave, providing they have been employed for two (2) years. While on maternity leave employees shall accumulate sick days in accordance with the contract formula of one (1) day per month.

1. Job held open for the duration of FMLA/FLA. Individual shall be placed at the same position on the same salary schedule that she would have attained had she been employed by the Township during that period.

ARTICLE XXXIII

DURATION

This Agreement shall be in full force and effect as of January 1, 2019 and shall remain in effect to and including December 31, 2022. This Agreement shall continue in full force and effect from year to year, thereafter, until one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days prior to the expiration of this Agreement.

It is agreed upon that longevity and the yearly holiday pay compensation that is paid in the routine paychecks will not be factored in to compute overtime rates and longevity. The Township will be held harmless in the event the State Division of Pension and Benefits deemed this practice to be not permissible.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at
the Township of Monroe, New Jersey on this 9th day of Sept 2020.

MONROE TWP SOA

By: Brian P. Burns
Brian P. Burns, SOA President

By: John Strych
John Strych, SOA Vice President

TOWNSHIP OF MONROE

By: Gerald W. Tamburro
Gerald W. Tamburro, Mayor

By: Alan Weinberg
Alan Weinberg, BA

DIRECT ACCESS DESIGN 5 Monroe Township

| Benefit | In-Network | Out-of-Network |
|--|--|----------------------|
| Benefit Period | Calendar year | |
| Deductible | Deductible is Calendar year. | |
| Individual | None | \$1,000 |
| Family | None | \$3,000 |
| Coinsurance | 100% | 70% |
| Maximum Out of Pocket | Consolidated Maximum Out of Pocket is Calendar Year. The deductible, coinsurance, prescription and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket. | |
| Individual | \$1,500 | \$10,000 |
| Family | \$3,000 | \$30,000 |
| Benefit Period Maximum | Unlimited | Unlimited |
| Lifetime Maximum | Unlimited | Unlimited |
| Primary Care Physician Selection | Not Required | |
| Doctor's Office Visits | Not Required | |
| Primary Care Office Visit | 100% after \$15 copay A primary care physician is a general or family practitioner, internist or pediatrician | 70% after deductible |
| Specialist Office Visit | 100% after \$25 copay A referral is not required to visit a specialist. | 70% after deductible |
| Maternity Visits | 100% after \$25 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits. | 70% after deductible |
| Allergy Testing and Treatment | 100% | 70% after deductible |
| Preventive Care | 70% (no deductible) | |
| Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations | 100% | |
| Well Child Exams | 100% | 70% (no deductible) |
| Well Child Immunizations and Lead Screening | 100% | 70% (no deductible) |
| Diagnostic Procedures | 70% after deductible | |
| Laboratory | 100% in office or Labcorp 100% in Outpatient facility | |
| Outpatient X-ray/Radiology Services | 100% in office 100% in Outpatient facility | 70% after deductible |
| CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling eviCore healthcare at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call eviCore healthcare at 1-866-969-1234 to schedule an appointment. | | |
| Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from eviCore healthcare replace the need for a paper referral. | | |
| Hospital Care | 70% after deductible | |
| Inpatient Admission (including maternity) | 100% | |
| Pre-admission Testing | 100% | 70% after deductible |
| Surgery in Hospital | 100% | 70% after deductible |
| Inpatient Physician Services | 100% | 70% after deductible |
| Outpatient Dept. Services | 100% | 70% after deductible |
| Emergency Care | 100% after \$100 facility copayment Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries. | |
| Emergency Room | | 70% after deductible |
| Urgent Care Facility | 100% after \$10 copay | |
| Ambulance | 100% | 100% |



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

DIRECT ACCESS DESIGN 5 Monroe Township

| Outpatient Surgery | | |
|---|--|----------------------|
| Hospital Outpatient Surgery | 100% | 70% after deductible |
| Surgery in an Ambulatory SurgiCenter | 100% | 70% after deductible |
| Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs. | | |
| Mental Health Services | | |
| Inpatient | 100% | 70% after deductible |
| Outpatient department | 100% | 70% after deductible |
| Office setting | 100% after office copayment | 70% after deductible |
| Substance Abuse Services | | |
| Inpatient | 100% | 70% after deductible |
| Outpatient department | 100% | 70% after deductible |
| Office setting | 100% after office copayment | 70% after deductible |
| Alcohol Abuse Services | | |
| Inpatient | 100% | 70% after deductible |
| Outpatient department | 100% | 70% after deductible |
| Office setting | 100% after office copayment | 70% after deductible |
| Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Horizon Behavioral Health at 1-800-626-2212. | | |
| Other Services | | |
| Acupuncture in lieu of Anesthesia | 100% after \$10 copayment | 70% after deductible |
| Bariatric Surgery | 100% | 70% after deductible |
| Diabetic Education | 100% after office copayment | 70% after deductible |
| Diabetic Supplies | 100% | 70% after deductible |
| Durable Medical Equipment | 50% | 50% after deductible |
| Orthotics and Prosthetics (Per NJ mandate) | 100% after office copayment | 70% after deductible |
| Home Health Care | 100% | 70% after deductible |
| Hospice Care | 100% | 70% after deductible |
| Infertility (including in-vitro fertilization) | 100% after office copayment | 70% after deductible |
| Physical Rehabilitation Facility Inpatient Services | 100% | 70% after deductible |
| Private Duty Nursing | 100% | 70% after deductible |
| Short-term Therapies: Physical, Occupational, Speech, Respiratory | 100% after \$15 copayment | 70% after deductible |
| Skilled Nursing Facility/Extended Care Center | 100% | 70% after deductible |
| Therapeutic Manipulation (Chiropractic Care) | 100% after office copayment | 70% after deductible |
| Vision - Routine Eye Exam | 100% (no copay) | 70% after deductible |
| Vision Hardware | \$50 every 2 year | |
| Telemedicine | 100% after \$15 copay | Not Covered |
| Prescription Drugs | Covered under freestanding program | |
| Eligibility | Dependent children, including full-time students are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to the age 31. | |



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

DIRECT ACCESS DESIGN 5 Monroe Township

| | |
|---------------------------------|--|
| Pre-Existing Conditions* | Not applicable |
| Grandfathered | Not applicable |
| Prior Authorization | Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com . |
| 24/7 Nurse Line | 24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit. |

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ networks. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

Please note that the benefit highlights are provided for informational purposes. Horizon BCBSNJ makes every effort to provide clear and accurate information pertaining to these benefit highlights. However, because Horizon BCBSNJ generally expects continued guidance from regulators on issues pertaining to Federal health care reform, the information that has been provided is subject to change. Horizon BCBSNJ will provide notice of such changes to members pursuant to State and Federal requirements.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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Three Penn Plaza East, Newark, New Jersey 07105

**OMNIA 10 (with BlueCard)
 Monroe Township**

| Benefit | OMNIA Tier 1 | Tier 2 |
|--|---|---|
| Benefit Period | Calendar Year | |
| Deductible | | |
| Individual | \$0 | \$1,500 |
| Family | \$0 | \$3,000 |
| | Deductible is Calendar Year | |
| Coinsurance | 100% | 100% |
| Maximum Out of Pocket | | |
| Individual | \$400 | \$2,000 |
| Family | \$800 | \$4,000 |
| Tier 1 Ded/MOOP accumulates to Tier 2 Ded/MOOP but Tier 2 Ded/MOOP does not accumulate to Tier 1 Ded/MOOP. Once Tier 2 Ded/MOOP has been met, Tier 1 will also have been met. | | |
| Consolidated Maximum Out of Pocket is Calendar Year. The deductible, coinsurance, prescription, and copayments apply to the Maximum Out of Pocket. | | |
| Benefit Period Maximum | Unlimited | Unlimited |
| Lifetime Maximum | Unlimited | Unlimited |
| Primary Care Physician Selection | Not Required | |
| Doctor's Office Visits | | |
| Primary Care Office Visit | 100% after \$5 copay A primary care physician is a general or family practitioner, internist or pediatrician | 100% after \$10 copay |
| Specialist Office Visit | 100% after \$5 copay A referral is not required to visit a specialist. | 100% after \$10 copay |
| Maternity Visits | 100% after \$5 copay Copay applies to 1st visit only Dependent children are eligible for maternity/obstetrical benefits. | 100% after \$10 copay |
| Allergy Testing and Treatment | 100% outpatient facility *Copay only applies if office visit is billed | 100% after deductible outpatient facility |
| Preventive Care | | |
| Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations | 100% | 100% |
| Well Child Exams | 100% | 100% |
| Well Child Immunizations and Lead Screening | 100% | 100% |
| Diagnostic Procedures | | |
| Laboratory | 100% in office or LabCorp 100% in outpatient facility | 100% in office or LabCorp 100% in outpatient facility |
| X-ray/Radiology Services | 100% in office or LabCorp 100% in outpatient facility | 100% in office or LabCorp 100% in outpatient facility |
| Advanced Imaging Services (CT/CTA, Pet Scans, MRI/MRA) | 100% in office or LabCorp 100% in outpatient facility | 100% in office or LabCorp 100% after deductible in outpatient facility |
| CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling eviCore at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call eviCore at 1-866-969-1234 to schedule an appointment. | | |
| <i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from eviCore replace the need for a paper referral.</i> | | |
| Hospital Care | | |
| Inpatient Admission | 100% | \$150 copay per admission after deductible (does not apply to hospice) |
| Room and Board | 100% | 100% after deductible |
| Pre-admission Testing | 100% | 100% after deductible |
| Surgery in Hospital | 100% | 100% after deductible |
| Inpatient Physician Services | 100% | 100% after deductible |
| Outpatient Department Services (Non-Surgical) | 100% | 100% after deductible |
| Emergency Care | | |
| Emergency Room | 100% after \$25 facility copay (copay waived if admitted) Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries. | 100% after \$25 facility copay (copay waived if admitted) |
| Ambulance | 100% | 100% |

**OMNIA 10 (with BlueCard)
 Monroe Township**

| | | |
|--|--|--|
| Outpatient Surgery | | |
| Hospital Outpatient Surgery | 100% | 100% after deductible |
| Surgery in an Ambulatory SurgiCenter | 100% | 100% after deductible |
| Mental Health Services | | |
| Inpatient | 100% | \$150 copay per admission after deductible |
| Outpatient Department | 100% | 100% after deductible |
| Office setting | 100% after \$5 copay | 100% after \$10 copay |
| Substance Abuse Services | | |
| Inpatient | 100% | \$150 copay per admission after deductible |
| Outpatient Department | 100% | 100% after deductible |
| Office setting | 100% after \$5 copay | 100% after \$10 copay |
| Alcohol Abuse Services | | |
| Inpatient | 100% | \$150 copay per admission after deductible |
| Outpatient Department | 100% | 100% after deductible |
| Office setting | 100% after \$5 copay | 100% after \$10 copay |
| Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Horizon Behavioral Health at 1-800-626-2212. | | |
| Other Services | | |
| Acupuncture | 100% after \$5 copay office visit | 100% after \$10 copay office visit |
| Bariatric Surgery | 100% | \$150 copay per admission after deductible |
| Diabetic Education | 100% after \$5 copay office visit | 100% after \$10 copay office visit |
| Diabetic Supplies | 100% | 100% |
| Durable Medical Equipment | 100% | 100% |
| Orthotics and Prosthetics (Per NJ mandate) | 100% after \$5 copay | 100% after \$10 copay |
| Home Health Care | 100% | 100% |
| Hospice Care | 100% | 100% |
| Infertility (including in-vitro fertilization) | 100% after \$5 copay office visit 100% outpatient facility Limited to 4 egg retrievals per lifetime | 100% after \$10 copay office visit 100% after deductible in outpatient facility |
| Physical Rehabilitation Facility | 100% | \$150 copay per admission after deductible |
| Inpatient Services | | |
| Short-term Therapies: Physical, Occupational, Speech, Respiratory | 100% after \$5 copay office visit 100% outpatient facility 30 visit maximum per therapy, per benefit period | 100% after \$10 copay office visit 100% after deductible in outpatient facility |
| Private Duty Nursing | 100% | 100% after deductible Limited to 30 visits per benefit period (8-hour shifts) |
| Skilled Nursing Facility/Extended Care Center | 100% | \$150 copay per admission after deductible Limited to 100 days per benefit period |
| Therapeutic Manipulation (Chiropractic Care) | 100% after \$5 copay office visit 25 visit maximum per benefit period | 100% after \$10 copay office visit |
| Vision - Routine Eye Exam | 100% after \$5 copay office visit | 100% after \$10 copay office visit |
| Adult Vision Hardware | Not Covered | |
| Pediatric Vision and Vision Hardware | Routine Pediatric Vision Covered 1/year and Hardware Services are covered up to \$125 | |
| Telemedicine Services | 100% after \$5 copay | |
| Prescription Drugs | Covered under freestanding prescription program | |
| Eligibility | Dependent children, including full-time students are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31. Please refer to your benefit booklet for further information as this benefit highlight is not an exhaustive list. | |

OMNIA 10 (with BlueCard) Monroe Township

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|--------------------------------|---|
| Pre-Existing Conditions | Not Applicable |
| Prior Authorization | Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com . |

The OMNIA plans cover eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network coinsurance or deductible. No benefits are available out-of-network, except in emergent situations.

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This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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