

AGREEMENT

between the

MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION

and the

TOWNSHIP OF MONROE

January 1, 2003 through December 31, 2007

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ARTICLE I

RECOGNITION

The Township agrees to recognize the Monroe Township Police Officers' Association, hereinafter referred to as the "Association", as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all Police Officers, Detectives, Sergeants, Lieutenants and Dispatchers, but excluding the Director of Public Safety, Chief of Police, Deputy Chief and secretaries.

ARTICLE II

NON-DISCRIMINATION

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee providing said activities do not violate any local, state or federal law.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Official delegates of the Association will be granted administrative leave, with pay, in accordance with the provisions of N.J.S.A. 11:26c-4 for the purposes set forth therein.

- B. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of the Agreement by such members.

C. During negotiations, the Association representatives so authorized by the Association, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary. All such negotiation meetings shall be mutually scheduled. Such excused individuals, however, shall be available for duty in the event that the need arises.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, with 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, the following rights:

1. To the executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the

Township shall be limited only by the specific and express terms of this Agreement.

C. If any provision of the Agreement, or any Application of the Agreement to any employee or group of employees, is held to be contrary to law, then such provisions or application shall not be deemed valid and substituting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

ARTICLE V

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay shall, with the approval of the Director of Public Safety, be granted for good cause to any employee who has been employed for a period of Ninety (90) days after the probationary period.

ARTICLE VI

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operations of the Township's departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. Neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage

slowdown, sick-out, walkout or other illegal job action against the Township.

C. In the event of a strike, slowdown, work stoppage, sick-out, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take legal and statutory remedies.

D. Nothing contained in this Agreement shall be construed to limit the Township in its right to seek and obtain such judicial relief as it may be entitled to have in Law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definition

1. A "grievance" is an assertion by an employee or the Association based on a controversy arising over the interpretation, application, or alleged violation of this Agreement, policies, or administrative decision.

2. An "aggrieved person" is the person or persons making the assertion.

C. Steps of the Grievance Procedure

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

1. Step One

(a) An aggrieved employee or the Association shall institute action under the provision hereof within twenty (20) days of the occurrence of the grievance, an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said twenty (20) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step Two.

(b) The Chief of Police may hold a hearing at the request of the Association and shall render a decision in writing within five (5) days from the receipt of the grievance.

2. Step Two

(a) In the event a satisfactory settlement has not been reached at Step One, the grievant/Association may within ten (10) days of the Chief of Police decision file his written grievance with the Director of Public Safety.

(b) The Director of Public Safety may hold a hearing at the request of the Association, and shall review the matter and make a determination within ten (10) days from his receipt of the grievance.

3. Step Three

(a) In the event a satisfactory settlement has not been reached at Step Two, the grievant/Association may within five (5) days of the Director of Public Safety's decision, file his written grievance with the Personnel Manager/Business Administrator.

(b) The Personnel Manager/Business Administrator shall hold a hearing at the request of the Association and within ten (10) days from the receipt of the grievance and make a written determination.

4. Step Four

(a) In the event the grievance has not been resolved at Step Three, the grievant/Association may within ten (10) working days of the Personnel Manager/Business Administrator's decision request arbitration. The arbitrator shall be chosen in accordance with their rules of the Public Employment relations Commission (PERC). The parties shall then be bound by the rules and procedures of the PERC in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Township and the grievance/Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proof on the issue are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Township and the grievant/Association and shall be binding on the parties.

(c) The costs for the service of the arbitrator shall be borne equally between the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

ARTICLE VIII COMPENSATION

A. Wages

Effective January 1, 2003, and thereafter until December 31, 2007, all employees covered by this Agreement shall be entitled to receive the wage rates for their respective job title as noted in Schedules A. New wage rates shall become effective on the first of January of each year.

A-1, B, B-1.

Effective April 1, 1996, employees shall be paid on a bi-weekly basis.

B. Notice of intention to open negotiations for the calendar year shall be accomplished by either party giving notice in writing to the other not later than September 1st of the calendar year in which this Agreement expires. All efforts will be made to commence negotiations on or about October 1st of the calendar year in which this Agreement expires.

C. The hourly rate of pay shall be computed on 2,080 hours per year, divided into the employee's base yearly salary.

D. A complete shift change may only occur in the first week of January. A schedule will then be posted for said change which will then be implemented in the first week of February.

E. All extra pay and court appearances pay up to and including the third week in November in each calendar year shall be paid on the last regular payday in November. Extra pay earned during the remainder of the calendar year shall be paid on the first regular payday in January of the next calendar year.

F. Shift Differential

Each employee shall be paid shift differential for the hours of 1445 hrs. to 0645 hrs.

1. Each employee shall be paid \$.50 per hour shift differential for the hours 1445 to 0045. Effective January 1, 2006 this payment shall be increased to \$.75 per hour differential for the hours 1445 to 0045.

2. Each employee shall be paid \$1.00 per hour shift differential for the hours 2045 to 0645. Effective January 1, 2006 this payment shall be increased to \$1.25 per hour differential for the hours 2045 to 0645.

G. K-9 Compensation

1. It is agreed by the parties that each K-9 officer shall receive as compensation for the care, feeding, etc. of his dog, one (1) hour off each day. It is understood that this one (1) hour off is to be considered as work time for the K-9 officer. In the event that a work assignment does not allow for a K-9 officer to take the hour on any given work day, such hour(s) shall be accumulative and may be used by the K-9 officer at later date upon request.

2. A bargaining unit member who is assigned K-9 duty shall be reimbursed for a maximum of two weeks kennel costs per year that have been actually incurred.

In addition to the one hour off each work day provided herein, a bargaining unit member who is assigned K-9 duty shall be compensated for the care, feeding etc. of the dog on time outside of the normal work day (after work, vacation etc) by the receipt of the following amounts that shall be in addition to that officer's annual compensation:

January 1, 2004	\$3,000
January 1, 2005	\$3,200
January 1, 2006	\$3,400
January 1, 2007	\$3,500

The compensation shall be paid in four equal annual payments and shall be included in the first paycheck following the completion of the calendar quarter in which it is earned. If an officer should terminate services during the quarter, the payment shall be prorated on the basis of calendar days for that quarter.

ARTICLE IX

SICK LEAVE

- A. Paid sick leave shall be earned at the rate of twelve (12) days the first year, or as earned, and fifteen (15) days each year thereafter. Employees hired after January 1, 1996 shall be entitled to only twelve (12) days each per year.
- B. Unused sick leave shall accumulate without limitation from year to year.
- C. A physician's certificate may be requested by the Director of Public Safety and/or Chief of Police when sick leave is claimed for more than three (3) consecutive days of absence.

D. Workmen's Compensation

Workmen's Compensation awards shall be deducted from the regular salary of the employee for the days absent covered by the Workmen's Compensation Act. The time lost from employment under the Workmen's Compensation Act shall not be deducted from the days permitted for regular sick leave allowance.

E. Compensation for Unused Sick Leave

1. Employees employed prior to the January 1, 1993, shall be compensated for seventy-five percent (75%) of their total accumulated sick leave at the employee's per diem rate of pay upon retirement or upon severance of employment caused by a job-related permanent disability.

2. Employees employed on or after January 1, 1993, shall be compensated for seventy-five percent (75%) of their total accumulated sick leave up to a maximum of 165 days at the employee's per diem rate of pay upon retirement or upon severance of employment caused by a job-related permanent disability.

F. Upon completing five (5) years of service, the employee, after accumulating and reserving a minimum of sixty (60) days unused sick leave, shall have the right and the option, with the advice and consent of the Township, to sell back up to ten (10) days of accumulated unused sick leave, for that year.

An employee, to be considered for a such a sell back, must adhere to the following

policy:

- (1) Written notification for sell back must be made by the employee to the Township no later than November 1st.
- (2) The request must be approved or disapproved by the Township by December 1st.
- (3) Payment shall be received by December 14 of the year in which the sick leave is sold back.

G. Employees hired on or after January 1, 1993, upon completing five (5) years of service, and after accumulating and reserving a minimum of sixty (60) days unused sick leave, shall have the right and the option, to sell back up to ten (10) days of accumulated unused sick leave for that year.

An employee, to be considered for a such sell back, must adhere to the following policy:

1. Written notification for sell back must be made by the employee to the Township no later than November 1st.
2. Payment shall be received by December 14 of the year in which the sick leave is sold back.

ARTICLE X

HOURS AND OVERTIME

A. Employees required to work in excess of their regular shift, with the approval or at the request of their supervisor, shall be paid one and one-half (1½) times their regular rate of pay for all time in excess of forty (40) hours per week.

B. Court Time

For any court appearance in Drunk Driving related cases at which the officer is required to appear while off duty, the Township agrees to pay the employee one and one-half (1½) the officer's hourly salary.

Any bargaining unit member who is required to appear in county court (other than for Drunk Driving that is covered above) outside of his or her normal shift shall be compensated by the payment of seventy-five Dollars (\$75.00).

C. Re-call

A minimum of three (3) hours shall be paid to any employee who is re-called to work. Effective January 1, 2002, the number of hours shall be increased from two (2) to three (3).

A "recall to work" as used herein shall be defined to mean any occasion on which a bargaining unit member is required to work outside of his or her normal shift that is not connected to the end of the shift."

D. On - Call

Effective January 1, 2001, any employee who is required to be on call on Saturday or Sunday shall be compensated at the rate of Twenty-Five Dollars (\$25.00) for each such day in which the on call status occurs.

ARTICLE XI

TRAINING

A. Any policeman attending a Police Academy or any other police training course or facility for the purpose of learning or improving his skills as a policeman shall be compensated straight time pay to complete the course unless said course runs beyond the normal eight (8) hour day, in which case no additional compensation will be paid. Also, any officer scheduled to attend a training course on his/her days off shall be entitled to an equal number of days off either before or after attending the training course.

B. The number of employees allowed to attend courses will be determined by the Liaison Committee with approval of the Director of Public Safety.

C. All notices of available police training courses shall be posted by the administration as soon as possible after receipt.

D. Township agrees to establish an in-service training program for employees that will commence not later than June 1, 1984. Such program(s) shall be developed by the Liaison Committee to be overseen by the Director of Public Safety.

ARTICLE XII

CLOTHING AND CLEANING ALLOWANCE

A. Clothing Allowance

The Police Administration shall prescribe suitable uniforms to be worn by the Police

Officers, and other personnel included in Article I of the Agreement. All uniforms and equipment necessary to the safe and efficient functioning of said personnel shall be provided in the initial issue at the expense of the Township. Said uniform shall include a bulletproof vest, a sufficient number of walke talkies for each shift, guaranteeing a minimum number for the safe and efficient operation of the department.

B. Initial Issue

Each Police Officer shall be issued an initial issue upon hiring. This issue shall include, but not be limited to the following:

4 pair pants

4 summer shirts and patches

4 winter shirts and patches

3 ties

1 hat

1 coat, winter reefer and patch (Blauer Gorten GTX – 90172)

1 coat, ¼ light weight and patch

1 coat, chillbreaker, waist length and patch

1 set of Class B uniforms (1 ls shirt, 1 ss shirt, 1 pr. pants)

1 raincoat and hat

1 pair boots, rubber

2 hat badges (no numbers necessary)*

2 breast badges (no numbers necessary)*

1 bulletproof vest

1 flashlight
1 Department-duty weapon w/choice of leather ammo pouch
1 box ammo per year
1 winter hat
holster
garrison belt
Sam Brown belt
leather ammo pouch, choice of 2 or 4 magazines
pepper spray
keepers (4)
2 pair shoes (1 pair low quarter, 1 pair ¾ style)
1 pair handcuffs and case
1 ASP or PR24 and holder
1 hat band
1 chin strap

*Note: Any officer possessing only one (1) hat and one (1) breast badge as of the date of signing of this Agreement shall receive an issue of one (1) additional hat and breast badge.

Each dispatcher shall be issued an initial issue upon hiring. This issue shall include, but not be limited to the following:

4 pair of pants or skirts
4 summer shirts
4 winter shirts

- 3 ties
- 1 pair of shoes
- 1 garrison belt
- 1 summer jacket
- 1 winter coat

C. Replacing Clothing

1. The Township agrees to replace all items of clothing/equipment specified in the “initial issue” above or worn by an employee during the official performance of duty that are damaged while an officer is on duty.

2. Effective January 1, 1997, the Township shall provide to each officer or detective employed, one (1) set of Class B uniforms as specified in the listing of “initial issue” items above.

D. Flashlights, batteries and bulbs for the flashlight, duty weapon, bulletproof vest, handcuffs, PR24, and pagers shall be supplied by the Township.

E. K-9 Officers’ Uniforms – The present dress boots shall be continued to be provided and/or replaced as needed by the Township.

ARTICLE XIII

VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the

following schedule:

1. From zero (0) to one (1) year, one (1) working day's vacation per month.
2. One (1) year but less than three (3) years, twelve (12) days vacation.
3. Three (3) years but less than ten (10) years, fifteen (15) days vacation.
4. Ten (10) years but less than fifteen (15) years, twenty (20) days vacation.
5. Fifteen (15) years or more, twenty-five (25) days vacation.
6. For employees hired prior to January 1, 1996, and having twenty (20) years or more, thirty (30) days vacation.

B. In the calendar year of retirement or severance of employment, an employee's vacation entitlement shall be pro-rated based upon the following:

1. Any employee with an effective retirement/severance dated of January 1 through June 30 shall receive one-half ($\frac{1}{2}$) the employee's yearly vacation allotment.
2. Any employee with an effective retirement/severance date of July 1 through December 31 shall receive their total yearly allotment.

ARTICLE XIV

SERVICE RECORDS

A. Employees covered by the Agreement shall be entitled to inspect their service records upon request and by appointment.

B. Employees covered by this Agreement shall have a reckoning period in regard to their service records. The reckoning period ("that period during which an employee is expected to

have a record free of the same type of offense”) shall be for a period of three (3) years. At the end of the three (3) years reckoning period all documents pertaining to that offense shall be removed from said employee’s file. Thereafter, no reference will be made of said offense and it shall not be relied upon for any reason whatsoever pertaining to the employee’s terms and conditions of employment. All reckoning periods shall be computed from the date the first offense was committed. Nothing herein shall be construed as preventing the Township from maintaining a file in a locked cabinet in the Township Manager’s office, to which the Manager alone has access, pertaining to incidents that the Township may be required to maintain for federal law. Such records will be utilized solely for that purpose as required by law and otherwise will be held in complete confidence.

ARTICLE XV

BEREAVEMENT LEAVE

A. Death in the Family

1. All employees, upon application of permission, shall be entitled to five (5) work days off with full pay in the event of each death in the immediate family. The “immediate family” shall mean father, mother, wife, husband, child, brother, sister, or any member of the employee’s immediate household.

2. All employees shall be entitled to two (2) days off with full pay in the event of each death of grandparents, nephew, nieces, uncles, aunts, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

ARTICLE XVI

INSURANCE

A. The Township shall adopt a Health Insurance Plan equivalent to the plans of US Healthcare Premier and Patriot.

B. Effective July 1, 1986, the Dental Plan in effect shall be improved. The Township shall select the carrier after consultation between the Business Administrator and the Association. The upgraded Plan shall be the New Jersey Dental Service Plan (Program II and Ortho II*) or its equivalent. The initial cost to implement the new Plan shall not exceed \$37.85 per employee per month.

* Coverage for such Program shall be:

1. Preventative and Diagnostic: 100%
2. Remaining Basic Benefits: 80%
3. Restorations: 50%
4. Prosthodontic Benefits: 50%
5. Maximum per patient per calendar year: \$1,000
6. No deductibles
7. Orthodontic Benefits: 50%

(Up to \$1,000.00 per case)

C. The Township shall adopt a Prescription Plan equivalent to the present plan with a five dollar (\$5.00) co-pay.

D. The Township agrees to maintain coverage of medical plans for a retiring employee in good standing, and spouse if applicable, retiring on pension or medical disability. Said coverage shall remain in effect until such time as the retiree is eligible for either Medicare or Medicaid or both.

E. A retiring employee may at his/her request and cost continue the life insurance policy coverage presently in effect through the Township.

F. Death Benefit

If an officer loses his/her life "while performing in the capacity of a Police Officer", the Township agrees to continue in full force all medical and dental plans for his/her spouse and/or children until said children reach legal age and/or his/her spouse remarries. Any child who is a full-time student shall receive coverage to age twenty-three (23).

F. Effective January 1, 2004 each bargaining unit member shall contribute \$5 a pay toward the premium cost of the non-work related disability program.

ARTICLE XVII

PERSONAL LEAVE

A. Personal Business

Up to two (2) days: (personal business that cannot be conducted outside the normal work day). Effective January 1, 2001 the number of personal days shall be increased from two (2) to three (3).

1. Personal leave must be authorized by the sergeant and approved by the Chief of Police of his designee.

2. Employees shall not be granted personal leave days on a day immediately before or after a holiday, or during a vacation period.

ARTICLE XVIII

MILITARY LEAVE

A. Where an employee is a member of the National Guard or any reserve unit, or the Armed Forces of the United States, and is required to engage in field training or to attend weekly drill meetings, he shall be granted military leave of absence with full pay for the period of such training or meeting. Such leave shall not affect his vacation. During the period of training, the Township shall pay the employee his full pay. Military leaves shall be granted for training obligations consistent with NJAC 5A:2.

B. In the event that any member of the bargaining unit is called into active military service, the Township shall for the duration of that service maintain that officer's health and other benefits in full force and effect and the pay the difference in compensation between that actually received by the officer from the military service and that which he or she would have received under the terms of this Agreement.

ARTICLE XIX

CREDIT FOR PAST EXPERIENCE

A. Any officer hired with three (3) or more years experience will start at the second level in

the pay scale.

B. Any officer hired with six (6) or more years experience may start at up to the third level in the pay scale.

ARTICLE XX

COMPENSATORY TIME

A. All personnel covered under this Agreement shall be able to accumulate and carry five (5) days of compensatory time. Said compensatory time may be taken any time at the discretion of the sergeant, and with the approval of the Chief of Police or his designee.

ARTICLE XXI

COLLEGE CREDIT

A. All employees covered by this Agreement shall be entitled to two hundred and fifty dollars (\$250.00) for an Associate of Arts Degree, or five hundred dollars (\$500.00) for a Bachelor of Arts Degree. The degree must be in a police-related field. It is expressly understood that this is a continuing benefit from year to year and that the amounts specified above will be paid each year to eligible employees.

B. There shall be an educational incentive payment made as follows:

1. Employees who are hired on or after January 1, 1997 who have completed ten (10) years of service and who have earned at least sixty (60) accredited

college credits in matters related to or useful in police work shall thereafter receive a 4% increase over their base salary; and

2. Employees who are hired on or after January 1, 1997 who have completed twenty (20) years of service and who have earned at least one hundred twenty (120) accredited college credits in matters related to or useful in police work shall thereafter receive an 8% increase over their base salary.
3. Effective January 1, 2007 this subsection (B) of Article XXI shall be null and void.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Personal Automobile

Any employee requested/required to use his personal automobile for department related business, shall receive mileage compensation equal to the current rate per mile.

B. Liaison Committee

An Association-Township Liaison Committee consisting of seven (7) representatives, four (4) from the Association and three (3) from the Township including at least one (1) City Council member shall meet at least six (6) times per year to discuss the administration of this Agreement and other concerns that may arise during the term of this Agreement. Copies of the agenda will be prepared two (2) days prior to the meeting.

C. Police Officers who have been released to return to work from a work-related or DISABILITY

KA A

injury, with restrictions, by their physician and said restrictions allow them to perform the duties outlined in Section II below shall be eligible for participate in this program.

A Police Officer's ability to return to work with restrictions and transitional work assignments ("transitional duty") must be approved, in writing, by his/her physician.

Police Officers may make application, in writing, to the Police Chief in order to be considered for a transitional duty position. This application must be accompanied by a release to return to work from their physician outlining what physical restrictions have been placed on their return to work.

Police Officers can also be assigned transitional duty positions by the Police Chief as a result of being released to return to work with restrictions by the Township's physician.

In the event that the Police Officer's physician and the Township's physician should disagree either as to the Officer's ability to return to work or restrictions thereon, the two physicians shall agree on a third physician to resolve the dispute. The fees of the third physician shall be paid by the Township. All concerned shall be bound by his decision.

A Police Officer can be denied a transitional duty position if there are none currently available. A Police Officer can also be removed from a transitional duty prior to being released for unrestricted duty, if the Police Chief believes that another Police Officer will benefit more from being in the transitional duty position.

Police Officers eligible for transitional duty will be assigned to the shift that they normally work and will be required to perform only tasks that have been otherwise performed by fully-capable Police Officers. Under no circumstances shall a bargaining unit member be

directed to perform any demeaning work or any task that is or has been performed by non bargaining unit personnel. The Chief will have the responsibility to assign the modified work assignments to each Police Officer released for transitional duty in accordance with this Agreement.

ARTICLE XXIII

POLICE PERSON'S RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees that every police officer shall have the right to freely organize, join and support the F.O.P., P.B.A. and/or Monroe Township Police Officers Association, or other bargaining agents for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. Elected representatives, not to exceed one (1) from the Association shall be permitted time off to attend grievance sessions, providing the efficiency of the Department is not affected thereby.

C. The employer agrees to maintain a personnel file for each employee covered under this contract and further agrees that such file will be maintained in a secure place. A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of such inspection. Any request for such inspection will be submitted to the Chief of Police prior to such inspection will be submitted to the Chief of Police prior to such inspection. The Township agree to notify the individual officer if any material is placed in his personnel file. The employer agrees to provide an initial copy of the material at no expense to the employee. The employee may, upon

reasonable request, and at his or her own expense, obtain additional Photostat copies of any material contained in his or her personnel file.

D. A police officer has the same rights to engage in political activity as afforded to any citizen. This right to engage in political activity shall not apply to any police officer when he/she is on duty or when he/she is acting in his/her official capacity.

E. All complaints or allegations filed by a civilian against a member or employee of the Department shall be made under oath and shall be notarized.

F. Whenever a police officer is under investigation or subjected to interrogation by a law enforcement agency, for any reason, which could lead to disciplinary action, demotion, loss of pay or dismissal, the investigation or interrogation shall be conducted under the following circumstances:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required. If off-duty, the police officer shall be paid at his/her hourly rate.

2. The interrogation shall take place in the conference room in Police Headquarters.

3. The officer shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator.

4. No complaint against a police officer shall be investigated unless the complaint be dully sworn to before an official authorized to administer oaths.

5. The officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation, and of the names of all witnesses and complainants.

6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

7. The officer under interrogation shall not be threatened with transfer, dismissal, or disciplinary action.

8. A complete record, either written, taped or transcribed shall be kept of the complete interrogation of the officer, including all rest periods. A copy of the record shall be available to the officer or his/her counsel upon request.

9. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.

10. At the request of any officer under interrogation, he/she shall have the right to be represented by counsel or any other responsible representative of his/her choice who shall be present at all times during the interrogation, unless waived by the officer. The interrogation shall be suspended for reasonable time until representation can be obtained.

G. No ordinance shall abridge nor shall the Police Department adopt any regulation which prohibits the right of an officer to bring suit arising out of his/her duties as a law enforcement officer.

H. No officer shall be required or requested to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditure, (including those of any member of his/her household or family), unless such information is necessary in the investigation of a possible conflict of interest with respect to the performance of his/her official duties, or unless such disclosure is required by law.

I. If the investigation or interrogation of an officer results in the recommendation of some action, such as demotion, dismissal, written or oral reprimand, loss of pay, reassignment or similar action which would be considered a punitive measure, then, before taking such action, the Township shall give notice to the officer that he is entitled to a hearing on the issues by the investigating committee. The notice shall state the time and place of the hearing and the issues involved. An official record, including testimony and exhibits, shall be kept of the hearing.

J. The hearing shall be conducted by a committee to consist of two representatives of the Association and two superior officers designated by the Public Safety Director. Both the Police Department and the officer shall be given ample opportunity to present evidence and argument with respect to the issues involved. Both may be represented by counsel. Upon completion of the hearing, the hearing committee shall advise the Chief of Police, in writing, of its findings and recommendations regarding disciplinary action they feel should be taken. This summary shall be signed by each member of the committee, and transmitted to the Chief of Police within five (5) working days after the hearing.

1. The Chief of Police shall review the summary and recommendations, and then he shall either endorse or reduce the recommended penalty, if any.

2. The Chief of Police may recommend an increased penalty only after reviewing the entire hearing, and only after providing an opportunity for the accused and/or his defense representative to be heard.

3. The Chief of Police shall forward his recommendation to the Public Safety Director for the final action within ten (10) working days after receipt.

4. In the event that an bargaining unit member is dissatisfied with the result thereby reached, the Association may initiate proceedings under Article VII (C)(Step Four) to determine whether any such result was for just cause.

K. Evidence which possesses probative value commonly accepted by reasonable and prudent men in the conduct of their affairs shall give effect to the rules of evidence recognized by law, and shall exclude incompetent, irrelevant, immaterial and unduly repetitious evidence. All records and documents which any party desired to use shall be offered and made part of the record. Documentary evidence may be received in the form of copies of excerpts, or by incorporation by reference.

L. Every party has the right of cross-examination of the witnesses who testify and may submit rebuttal evidence.

M. The investigating committee conducting the hearing may take notice of judicially noticeable fact and, in addition, may take notice of general, technical or scientific facts within its specialized knowledge. Parties shall be notified beforehand of the material so notice.

N. Any decision, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact. The findings shall be expressed in a concise statement upon each issue in the case. A copy of the decision or order and accompanying findings and conclusions, along with written recommendations for action, shall be delivered or mailed promptly to the officer or to his attorney.

O. No officer shall be discharged, disciplined, demoted, or denied promotion, transferred or reassigned, or otherwise discriminated against in regard to his employment or be threatened with any such treatments, by reason of his exercise of or demand for the rights granted in this Agreement, or by reason of the lawful exercise of his constitutional rights.

ARTICLE XXIV

WAGE SCHEDULE

The wages of the bargaining unit shall be as set forth in the attached Exhibit "A" and Exhibit "B." B-1 *KA* A-1 *KB*

ARTICLE XXXV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 2003, and shall continue in effect until December 31, 2007


B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing. All approved practices and

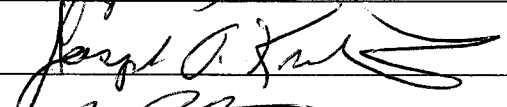
procedures currently in effect, not in conflict with this Agreement, shall continue in full force throughout the duration of this Agreement.


C. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

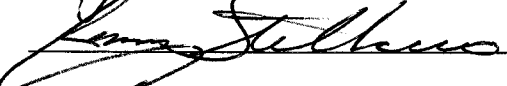
IN WITNESS WHEREOF, the undersigned have affixed their signatures on this 30th day of March, 2005.

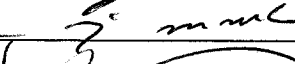
FOR THE MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION






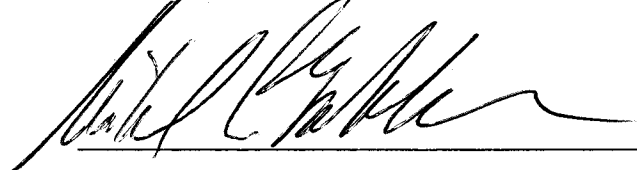


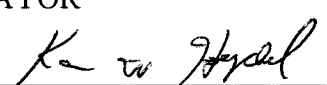






FOR THE TOWNSHIP OF MONROE



MAYOR


WITNESS

Township of Monroe
FOP Salary Grades
2003 - 2007

Monroe Job Title	Monroe 2003	Monroe 2004	Monroe Jan - Jun 2005	Monroe Jul - Dec 2005	Monroe Jan - Jun 2006	Monroe Jul - Dec 2006	Monroe 2007
	2.00%	2.00%	2.00%	1.00%	2.00%	2.00%	3.50%
Police Officer (0 to 6 Months)	39,815.22	40,611.53	41,423.76	41,837.99	42,674.75	43,528.25	45,051.74
Police Officer (6 to 17 Months)	45,491.69	46,401.53	47,329.56	47,802.85	48,758.91	49,734.09	51,474.78
Police Officer (18 to 26 Months)	48,523.83	49,494.30	50,484.19	50,989.03	52,008.81	53,048.99	54,905.70
Police Officer (27 to 36 Months)	54,337.74	55,424.49	56,532.98	57,098.31	58,240.28	59,405.08	61,484.26
Police Officers (Over 3 Years)	60,151.65	61,354.69	62,581.78	63,207.60	64,471.75	65,761.19	68,062.83
Police Officers (Over 05 Years)	61,354.69	62,581.78	63,833.42	64,471.75	65,761.19	67,076.41	69,424.08
Police Officers (Over 10 Years)	62,557.72	63,808.87	65,085.05	65,735.90	67,050.62	68,391.63	70,785.34
Police Officers (Over 15 Years)	63,760.75	65,035.97	66,336.69	67,000.05	68,340.06	69,706.86	72,146.60
Police Officers (Over 20 Years)	64,963.79	66,263.06	67,588.32	68,264.21	69,629.49	71,022.08	73,507.85
Corporal	61,381.71	62,609.35	63,861.53	64,500.15	65,790.15	67,105.96	69,454.66
Corporal (Over 05 Years)	62,609.35	63,861.53	65,138.76	65,790.15	67,105.96	68,448.07	70,843.76
Corporal (Over 10 Years)	63,836.98	65,113.72	66,416.00	67,080.16	68,421.76	69,790.19	72,232.85
Corporal (Over 15 Years)	65,064.62	66,365.91	67,693.23	68,370.16	69,737.56	71,132.31	73,621.94
Corporal (Over 20 Years)	66,292.25	67,618.10	68,970.46	69,660.16	71,053.36	72,474.43	75,011.04
Detective	62,225.88	63,470.39	64,739.80	65,387.20	66,694.94	68,028.84	70,409.85
Detective (Over 05 Years)	63,470.39	64,739.80	66,034.60	66,694.94	68,028.84	69,389.42	71,818.05
Detective (Over 10 Years)	64,714.91	66,009.21	67,329.39	68,002.69	69,362.74	70,750.00	73,226.24
Detective (Over 15 Years)	65,959.43	67,278.62	68,624.19	69,310.43	70,696.64	72,110.57	74,634.44
Detective (Over 20 Years)	67,203.95	68,548.02	69,918.98	70,618.17	72,030.54	73,471.15	76,042.64
Sergeant	63,226.42	64,490.95	65,780.77	66,438.58	67,767.35	69,122.70	71,541.99
Sergeant (Over 05 Years)	64,490.95	65,780.77	67,096.39	67,767.35	69,122.70	70,505.15	72,972.83
Sergeant (Over 10 Years)	65,755.48	67,070.59	68,412.00	69,096.12	70,478.04	71,887.61	74,403.67
Sergeant (Over 15 Years)	67,020.01	68,360.41	69,727.62	70,424.89	71,833.39	73,270.06	75,834.51
Sergeant (Over 20 Years)	68,284.54	69,650.23	71,043.23	71,753.67	73,188.74	74,652.51	77,265.35
Lieutenant	66,210.64	67,534.85	68,885.55	69,574.40	70,965.89	72,385.21	74,918.69
Lieutenant (Over 05 Years)	67,534.85	68,885.55	70,263.26	70,965.89	72,385.21	73,832.91	76,417.07
Lieutenant (Over 10 Years)	68,859.06	70,236.24	71,640.97	72,357.38	73,804.53	75,280.62	77,915.44
Lieutenant (Over 15 Years)	70,183.28	71,586.94	73,018.68	73,748.87	75,223.84	76,728.32	79,413.81
Lieutenant (Over 20 Years)	71,507.49	72,937.64	74,396.39	75,140.36	76,643.16	78,176.03	80,972.19

Hires After to January 1997

Township of Monroe
FOP Salary Grades
2003 - 2007

Schedule A-1

Monroe Job Title	Monroe 2003 2.00%	Monroe 2004 2.00%	Monroe Jan - Jun 2005 2.00%	Monroe Jul - Dec 2005 1.00%	Monroe Jan - Jun 2006 2.00%	Monroe Jul - Dec 2006 2.00%	Monroe 2007 3.50%
Police Officer (0 to 6 Monthes)	39,815.22	40,611.53	41,423.76	41,837.99	42,674.75	43,528.25	45,051.74
Police Officer (6 to 17 Monthes)	45,491.69	46,401.53	47,329.56	47,802.85	48,758.91	49,734.09	51,474.78
Police Officer (18 to 26 Monthes)	48,523.83	49,494.30	50,484.19	50,989.03	52,008.81	53,048.99	54,905.70
Police Officer (27 to 36 Monthes)	54,337.74	55,424.49	56,532.98	57,098.31	58,240.28	59,405.08	61,484.26
Police Officers (Over 3 Years)	60,151.65	61,354.69	62,581.78	63,207.60	64,471.75	65,761.19	68,062.83
Police Officers (Over 10 Years)							70,785.34
Police Officers (Over 20 Years)							73,507.85
Corporal	61,381.71	62,609.35	63,861.53	64,500.15	65,790.15	67,105.96	69,454.66
Corporal (Over 10 Years)							72,232.85
Corporal (Over 20 Years)							75,011.04
Detective	62,225.88	63,470.39	64,739.80	65,387.20	66,694.94	68,028.84	70,409.85
Detective (Over 10 Years)							73,226.24
Detective (Over 20 Years)							76,042.64
Sergeant	63,226.42	64,490.95	65,780.77	66,438.58	67,767.35	69,122.70	71,541.99
Sergeant (Over 10 Years)							74,403.67
Sergeant (Over 20 Years)							77,265.35
Lieutenant	66,210.64	67,534.85	68,885.55	69,574.40	70,965.89	72,385.21	74,918.69
Lieutenant (Over 10 Years)							77,915.44
Lieutenant (Over 20 Years)							80,912.19

Township of Monroe
 FOP Salary Grades
 Dispatchers
 2003 - 2007

Hires Prior to January 1, 1997

Monroe Job Title	Monroe 2003		Monroe 2004		Monroe 2005		Monroe 2006		Monroe 2007	
		2.00%		2.00%		2.50%		3.00%		3.00%
Dispatcher										
Dispatcher (0 to 6 Monthes)	33,117.21		33,779.55		34,624.04		35,662.76		36,732.64	
Dispatcher (6 to 17 Monthes)	37,084.33		37,826.02		38,771.67		39,934.82		41,132.87	
Dispatcher (18 to 26 Monthes)	38,759.91		39,535.11		40,523.48		41,739.19		42,991.36	
Dispatcher (27 to 36 Monthes)	43,553.77		44,424.84		45,535.46		46,901.53		48,308.57	
Dispatcher (Over 36 Monthes)	48,347.62		49,314.58		50,547.44		52,063.86		53,625.78	
Dispatcher (Over 05 Years)	49,314.58		50,300.87		51,558.39		53,105.14		54,698.29	
Dispatcher (Over 10 Years)	50,281.53		51,287.16		52,569.34		54,146.42		55,770.81	
Dispatcher (Over 15 Years)	51,248.48		52,273.45		53,580.29		55,187.69		56,843.33	
Dispatcher (Over 20 Years)	52,215.43		53,259.74		54,591.23		56,228.97		57,915.84	

Township of Monroe
 FOP Salary Grades
 Dispatchers
 2003 - 2007

Hires After to January 1, 1997

Monroe Job Title	Monroe	Monroe	Monroe	Monroe	Monroe	Monroe
	2003	2004	2005	2006	2007	
	2.00%	2.00%	2.50%	3.00%	3.00%	
Dispatcher						
Dispatcher (0 to 6 Monthes)	33,117.21	33,779.55	34,624.04	35,662.76	36,732.64	
Dispatcher (6 to 17 Monthes)	37,084.33	37,826.02	38,771.67	39,934.82	41,132.87	
Dispatcher (18 to 26 Monthes)	38,759.91	39,535.11	40,523.48	41,739.19	42,991.36	
Dispatcher (27 to 36 Monthes)	43,553.77	44,424.84	45,535.46	46,901.53	48,308.57	
Dispatcher (Over 36 Monthes)	48,347.62	49,314.58	50,547.44	52,063.86	53,625.78	