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A G R E E M E N T  
between the  
MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION -  
FOP LODGE #125  
and the  
TOWNSHIP OF MONROE

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
RUTGERS UNIVERSITY

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January 1, 1990 through December 31, 1991

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SCHAFFER, PLOTKIN & WALDMAN  
A Professional Labor Relations Corporation  
BY: Myron Plotkin  
P.O. Box 100  
Leeds Point, New Jersey 08220  
609-652-3838

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ARTICLE I  
RECOGNITION

The Township agrees to recognize the Monroe Township Police Officers' Association - FOP Lodge #125, 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, and Dispatchers, but excluding the Director of Public Safety, Chief of Police, Deputy Chief, Lieutenants 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.

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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

1  
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4 A. The Township hereby retains and reserves unto itself, without  
5 limitation, all powers, rights, authority, duties and  
6 responsibilities conferred upon and vested in it by the Laws and  
7 Constitution of the State of New Jersey and of the United States,  
8 including, but without limiting the generality of the foregoing,  
9 the following rights:

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

19 B. The exercise of the foregoing powers, rights, authority,  
20 duties, or responsibilities of the Township shall be limited only  
21 by the specific and express terms of this Agreement.  
22

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

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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.

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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 in 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 or restrict 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.



1 shall be made to settle the differences between the aggrieved  
2 employee and the Chief of Police for the purpose of resolving the  
3 matter informally. Failure to act within said twelve (12) days  
4 shall be deemed to constitute an abandonment of the grievance. If  
5 a resolution of the grievance has not been reached within two (2)  
6 days of the informal discussion, the grievance may proceed to  
7 Step Two.

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

### 11 2. Step Two

12 (a) In the event a satisfactory settlement has not been  
13 reached at Step One, the grievant/Association may within five (5)  
14 days of the Chief of Police decision file his written grievance  
15 with the Director of Public Safety.

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

### 20 3. Step Three

21 (a) In the event a satisfactory settlement has not been  
22 reached at Step Two, the grievant/Association may within five (5)  
23 days of the Director of Public Safety's decision, file his  
24 written grievance with the Personnel Manager/Business  
25 Administrator.  
26

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

5  
6 4. Step Four

7 (a) In the event the grievance has not been resolved at  
8 Step Three, the grievant/Association may within ten (10) working  
9 days of the Personnel Manager/Business Administrator's decision  
10 request arbitration. The arbitrator shall be chosen in accordance  
11 with the rules of the American Arbitration Association. The  
12 parties shall then be bound by the rules and procedures of the  
13 American Arbitration Association in the selection of an  
14 arbitrator.

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

3 (c) The costs for the services of the arbitrator shall be  
4 borne equally between the Township and the Association, unless  
5 the Association elects to withdraw, in which case any fees of the  
6 American Arbitration Association shall be paid by the  
7 Association. Any other expenses incurred, including but not  
8 limited to the presentation of witnesses, shall be paid by the  
9 party incurring the same.

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2 ARTICLE VIII

3 COMPENSATION

4  
5 A. Wages

6 Effective January 1, 1990, and thereafter until December 31,  
7 1991, all employees covered by this Agreement shall be entitled  
8 to receive the wage rates for their respective job title as noted  
9 in Schedules A and B. New wage rates shall become effective on  
10 the first of January of each respective year.

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

17  
18 C. Longevity

19 After the completion of five (5) years of service, each  
20 employee shall be entitled to an additional two percent (2%) per  
21 annum of his hourly base pay; after the completion of ten (10)  
22 years of service, each employee shall be entitled to an  
23 additional four percent (4%) per annum of his hourly base pay;  
24 after the completion of fifteen (15) years of service, each  
25 employee shall be entitled to an additional six percent (6%) per  
26 annum of his hourly base pay; after the completion of twenty (20)

1 years of service, each employee shall be entitled to an  
2 additional eight percent (8%) per annum of his hourly base pay:

3 All longevity pay shall be in addition to the salaries stated  
4 in Salary Schedules A and B and shall be included in the  
5 determination of an employee's total hourly, weekly, and yearly  
6 base salary, and such shall also be included for pension  
7 purposes.

8 In the event that the respective years of longevity are  
9 attained during the course of any calendar year, the longevity  
10 percent payment will be calculated on a percentage of the  
11 remainder of the calendar year.

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

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

17 F. All extra pay, including holiday pay and court appearances pay  
18 up to and including the third week in November in each calendar  
19 year shall be paid on the first regular payday in December. It is  
20 agreed that pay for Thanksgiving holidays shall also be included  
21 in the December payment. Extra pay earned during the remainder of  
22 the calendar year shall be paid on the second regular payday in  
23 January of the next calendar year.  
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1 G. The senior Police Officer assuming the duties of a Sergeant  
2 shall be paid at the current Sergeant's rate as prescribed by the  
3 current Agreement.

4 H. Shift Differential

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

7 (1) Each employee shall be paid \$.25 per hour shift  
8 differential for the hours 1445 to 0045.

9 (2) Each employee shall be paid \$.50 per hour shift  
10 differential for the hours 2045 to 0645.



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

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

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

14 (1) Written notification for sell back must be made by the  
15 employee to the Township no later than November 1st.

16 (2) The request must be approved or disapproved by the  
17 Township by March 1st.

18 (3) Payment shall be received by the following May 1st.  
19

20 G. Employees hired subsequent to the date of the signing of this  
21 Agreement, upon completing five (5) years service, and after  
22 accumulating and reserving a minimum of sixty (60) days unused  
23 sick leave, shall have the right and the option, to sell back up  
24 to ten (10) days of accumulated unused sick leave, for that year.

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

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- (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 the following May 1st.

1 ARTICLE X

2 HOURS AND OVERTIME

3  
4 A. Employees required to work in excess of their regular shift,  
5 with the approval or at the request of their supervisor, shall be  
6 paid at one and one-half (1 1/2) times their regular rate of pay  
7 for all time in excess of forty (40) hours per week.

8 B. Court Time

9 For any court appearance at which an officer is required to  
10 appear while off duty, the Township agrees to pay the employee  
11 forty dollars (\$40.00) except in Drunk Driving related cases in  
12 which one and one-half (1 1/2) the officer's hourly salary shall  
13 be paid.

14  
15 C. Re-call

16 A minimum of two (2) hours shall be paid to any employee who  
17 is re-called to work.

18 D. Stand-by

19 Employees will be compensated twenty-five dollars (\$25.00) for  
20 each day they are required to stand-by by reason of stand-by  
21 subpoena on a regularly scheduled day off.

22 If required to stand-by on a scheduled work day other than the  
23 7-3 shift, the employee shall be compensated two (2) hours  
24 compensatory time. Stand-bys are to be administered by the Police  
25 Administration and monitored on a regular weekly basis.  
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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. The 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.

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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 this Agreement. All uniforms and equipment necessary to the safe and efficient functioning of said personnel shall be provided at the expense of the Township. Said uniform shall include a bulletproof vest, a sufficient number of walkie talkies for each shift, guaranteeing a minimum number for the safe and efficient operation of the department. All detectives shall be paid a sum of seven hundred and fifty dollars (\$750.00) per year to purchase appropriate clothing and may be required to produce receipts..

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:

3 pair pants

3 summer shirts and patches

3 winter shirts and patches

3 ties

1 hat

1 coat, winter reefer and patch

1 1 coat, 3/4 light weight and patch  
2 1 coat, chill breaker, walst length and patch  
3 1 pair overalls, "Police" on back  
4 1 raincoat and hat  
5 1 pair boots, rubber  
6 1 hat badge  
7 1 breast badge  
8 1 bulletproof vest  
9 1 flashlight  
10 1 357 mag or 9mm automatic  
11 1 box ammo per year  
12 1 winter hat  
13 1 pair sap gloves  
14 1 slap Jack  
15 holster  
16 garrison belt  
17 Sam Brown belt  
18 ammo pouch  
19 mace and holder  
20 keepers (4)  
21 2 pair shoes (1 pair low quarters, 1 pair 3/4  
22 style)  
23 1 pair handcuffs and case  
24 1 night stick or PR24 and holder  
25 1 hat band  
26 1 chin strap



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

3 3 pair pants or skirts

4 3 summer shirts

5 3 winter shirts

6 3 ties

7 1 pair shoes

8 C. Replacing Clothing

9 1. Every year in the first week of May, each Police Officer  
10 and Dispatcher shall be measured for new uniforms, if necessary.  
11 Each Police Officer and Dispatcher shall order all necessary  
12 items including 1 pair of footwear. All items ordered shall be  
13 delivered no later than September 1st of that year.

14 2. Effective January 1, 1990, all employees with a minimum of  
15 two (2) years experience shall be required to submit clothing  
16 which requires replacement prior to ordering additional uniforms.  
17 If a clothing item is deemed unsuitable for wear, replacement  
18 clothing shall be ordered when submitted.

19 3. All officers and dispatchers shall be entitled to have in  
20 their possession at all times the allotment as stated above of  
21 shirts, pants, ties and hats. Requests by the Township for "turn  
22 in for replacement" may be made as long as the employee maintains  
23 the minimum allotment in his/her possession after the "turn-in for  
24 replacement".

1 D. Batteries and bulbs for the flashlight shall be supplied by  
2 the Township.

3  
4 E. Cleaning Allowance

5 1. Each Police Officer, Sergeant, and Detective shall receive  
6 the total sum of five hundred dollars (\$500.00) each year, to be  
7 paid in quarterly installments for the cleaning of uniforms. Each  
8 quarterly installment shall be paid in the second (2nd) pay  
9 period of January and on the first (1st) payday in April, July,  
10 and October. A grace period of one pay period, seven (7) days per  
11 each quarter is permitted.

12 2. Each Dispatcher shall receive the total sum of four hundred  
13 and fifty dollars (\$450.00) each year, to be paid in quarterly  
14 installments for the cleaning of uniforms.

15 3. Any contemplated change by the Township in the practice  
16 currently in effect regarding the cleaning of clothes shall first  
17 be discussed with the Association and be mutually agreed upon.

1 ARTICLE XIII

2 HOLIDAYS

3  
4 A. Each employee shall receive thirteen (13) paid Holidays per  
5 year. Each employee shall be paid for said Holidays as prescribed  
6 in Article VIII, Paragraph F, whether they are physically worked  
7 or it is a scheduled day off. These holidays shall be:

- 8 1. New Year's Day  
9 2. Lincoln's Birthday  
10 3. Washington's Birthday  
11 4. Good Friday  
12 5. Easter  
13 6. Memorial Day  
14 7. Independence Day  
15 8. Labor Day  
16 9. Veteran's Day  
17 10. General Election Day  
18 11. Thanksgiving Day  
19 12. Friday following Thanksgiving  
20 13. Christmas Day.

1 ARTICLE XIV

2 VACATIONS

3  
4 A. Each employee shall be entitled to annual vacation leave with  
5 pay in accordance with the following schedule:

- 6 1. From zero (0) to one (1) year, one (1) working day's  
7 vacation per month.  
8 2. One (1) year but less than three (3) years, twelve (12)  
9 days vacation.  
10 3. Three (3) years but less than ten (10) years, fifteen (15)  
11 days vacation.  
12 4. Ten (10) years but less than fifteen (15) years, twenty  
13 days vacation.  
14 5. Fifteen (15) years but less than twenty (20) years, twenty-  
15 five days vacation.  
16 6. Twenty years but less than twenty -five years, thirty (30)  
17 days vacation.

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

- 21 1. Any employee with an effective retirement/severence  
22 date of Jan 1 through June 30 shall receive one-half  
23 (1/2) the employee's yearly vacation allotment.  
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2. Any employee with an effective retirement/severance date of July 1 through December 31 shall receive their total yearly allotment.

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ARTICLE XV

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 of time during which an employee is expected to have a record free of the same type of offense", shall be for a period of five (5) years. At the end of the five (5) 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. All reckoning periods shall be computed from the date the first offense was committed.

1 ARTICLE XVI

2 BEREAVEMENT LEAVE

3  
4 A. Death in the Family

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

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

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ARTICLE XVII

INSURANCE

A. The Township shall adopt a Health Insurance Plan equivalent to the plan of Blue Cross, Blue Shield, Rider J, and Major Medical.

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.

\* Coverages 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: \$1000.00
  - 6. No deductibles
  - 7. Orthodontic Benefits: 50%
- (Up to \$1000.00 per case)

C. The Township shall adopt a Prescription Plan equivalent to the present plan.



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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-two (22).

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ARTICLE XVIII  
PERSONAL LEAVE

A. Personal Business

Up to two (2) days; (personal business that cannot be conducted outside the normal work day).

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

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ARTICLE XIX

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 a 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.

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ARTICLE XX

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.

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ARTICLE XXI

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 at any time at the discretion of the sergeant, and with the approval of the Chief of Police or his designee.

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ARTICLE XXII  
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.

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ARTICLE XXIII  
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. Lialson Committee

An Association-Township Lialson 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.

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ARTICLE XXIV

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. The Township agrees 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



1 at his or her own expense, obtain additional photostatic copies  
2 of any material contained in his or her personnel file.

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

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9 E. All complaints or allegations, filed by a civilian against a  
10 member or employee of the Department, shall be made under oath  
11 and shall be Notorized.

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

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

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

24 3. The officer shall be informed of the name, rank, and  
25 command of the officer in charge of the investigation, the  
26

1 Interrogating officer, and all persons present during the  
2 interrogation. All questions directed to the officer under  
3 investigation shall be asked by and through one interrogator.

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

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

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

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

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

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

24 10. At the request of any officer under interrogation, he/she  
25 shall have the right to be represented by counsel or any other  
26 responsible representative of his/her choice who shall be present

1 at all times during the interrogation, unless waived by the  
2 officer. The interrogation shall be suspended for reasonable time  
3 until representation can be obtained.

4 G. No ordinance shall abridge nor shall the Police Department  
5 adopt any regulation which prohibits the right of an officer to  
6 bring suit arising out of his/her duties as a law enforcement  
7 officer.  
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9 H. No officer shall be required or requested to disclose any item  
10 of his/her property, income, assets, source of income, debts or  
11 personal or domestic expenditure, (including those of any member  
12 of his/her household or family), unless such information is  
13 necessary in the investigation of a possible conflict of interest  
14 with respect to the performance of his/her official duties, or  
15 unless such disclosure is required by law.

16 I. If the investigation or interrogation of an officer results in  
17 the recommendation of some action, such as demotion, dismissal,  
18 written or oral reprimand, loss of pay, reassignment or similar  
19 action which would be considered a punitive measure, then, before  
20 taking such action, the Township shall give notice to the officer  
21 that he is entitled to a hearing on the issues by the  
22 investigating committee. The notice shall state the time and  
23 place of the hearing and the issues involved. An official record,  
24 including testimony and exhibits, shall be kept of the hearing.  
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1 J. The hearing shall be conducted by a committee to consist of  
2 two representatives of the Association and two superior officers  
3 designated by the Public Safety Director. Both the Police  
4 Department and the officer shall be given ample opportunity to  
5 present evidence and argument with respect to the issues  
6 involved. Both may be represented by counsel. Upon completion of  
7 the hearing, the hearing committee shall advise the Chief of  
8 Police, in writing, of its findings and recommendations regarding  
9 disciplinary action they feel should be taken. This summary shall  
10 be signed by each member of the committee, and transmitted to the  
11 Chief of Police within five (5) working days after the hearing.

- 12 1. The Chief of Police shall review the summary and  
13 recommendations, and then he shall either endorse or reduce  
14 the recommended penalty, if any.
- 15 2. The Chief of Police may recommend an increased penalty only  
16 after reviewing the entire hearing, and only after  
17 providing an opportunity for the accused and/or his defense  
18 representative to be heard.
- 19 3. The Chief of Police shall forward his recommendation to the  
20 Public Safety Director for the final action within ten (10)  
21 working days after receipt

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

5 L. Every party has the right of cross-examination of the  
6 witnesses who testify and may submit rebuttal evidence.  
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8 M. The investigating committee conducting the hearing may take  
9 notice of judicially noticeable facts and, in addition, may take  
10 notice of general, technical or scientific facts within its  
11 specialized knowledge. Parties shall be notified beforehand of  
12 the material so noticed.

13 N. Any decision, order or recommendation for action resulting  
14 from the hearing shall be in writing and shall be accompanied by  
15 findings of fact. The findings shall be expressed in a concise  
16 statement upon each issue in the case. A copy of the decision or  
17 order and accompanying findings and conclusions, along with  
18 written recommendations for action, shall be delivered or mailed  
19 promptly to the officer or to his attorney.  
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21 O. No officer shall be discharged, disciplined, demoted, or  
22 denied promotion, transferred or reassigned, or otherwise  
23 discriminated against in regard to his employment or be  
24 threatened with any such treatments, by reason of his exercise of  
25 or demand for the rights granted in this Agreement, or by reason  
26 of the lawful exercise of his constitutional rights.  
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ARTICLE XXV

SALARY SCHEDULE A

(Effective January 1, 1990)

POLICE OFFICERS

	<u>Yearly</u>	<u>Hourly</u>	<u>Weekly</u>
START	\$24,442.75	\$11.75	\$470.05
SIX MONTHS	26,243.24	12.62	504.68
EIGHTEEN MONTHS	28,418.84	13.66	546.52
THREE YEARS	32,720.02	15.73	629.23
SERGEANTS	\$34,660.68	\$16.66	\$666.55

DISPATCHERS

	<u>Yearly</u>	<u>Hourly</u>	<u>Weekly</u>
START	\$20,025.91	\$9.63	\$385.11
SIX MONTHS	21,010.55	10.10	404.05
EIGHTEEN MONTHS	22,212.80	10.68	427.17
THREE YEARS	25,843.13	12.42	496.98

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SALARY SCHEDULE B

(Effective January 1, 1991)

POLICE OFFICERS

	<u>Yearly</u>	<u>Hourly</u>	<u>Weekly</u>
START	\$26,153.74	\$12.57	\$502.96
SIX MONTHS	26,080.27	13.50	540.00
EIGHTEEN MONTHS	30,408.16	14.62	584.77
THREE YEARS	35,010.42	16.83	673.28
SERGEANTS	\$37,086.93	\$17.83	\$713.21

DISPATCHERS

	<u>Yearly</u>	<u>Hourly</u>	<u>Weekly</u>
START	\$21,427.72	\$10.30	\$412.07
SIX MONTHS	22,481.29	10.95	432.33
EIGHTEEN MONTHS	23,767.70	11.43	457.07
THREE YEARS	27,652.15	13.29	531.77

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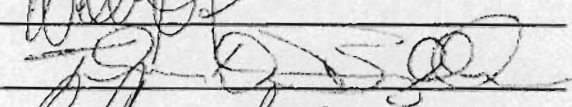
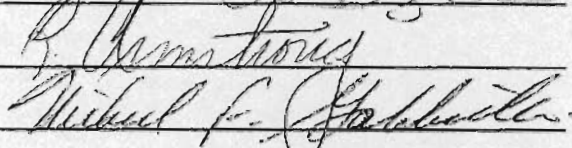
ARTICLE XXVI  
DURATION OF AGREEMENT


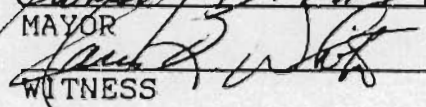
A. This Agreement shall be effective as of January 1, 1990, and shall continue in effect until December 31, 1991, subject to the Association's right to negotiate over a successor Agreement.

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.

FOR THE MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION-FOP LODGE #125

FOR THE TOWNSHIP OF MONROE

  
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