

**RESOLUTION R:101-2012**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
MONROE AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT  
BETWEEN THE TOWNSHIP OF MONROE AND MONROE TOWNSHIP  
POLICE OFFICERS ASSOCIATION**

**WHEREAS**, Andy Pease currently serves in the capacity of Chairman of the Monroe Township Police Officers Association; and

**WHEREAS**, the Township of Monroe and the Monroe Township Police Officers Association have negotiated a new collective bargaining agreement; and

**WHEREAS**, the Monroe Township Police Officers Association has agreed to withdraw CSC Docket No. 2012-338; and

**WHEREAS**, after due deliberation and consultation, the Township Council of the Township of Monroe has determined it is in the interest of the residents of the Township of Monroe that said negotiation between the Township of Monroe and Monroe Township Police Officers Association be authorized and executed by the proper Township of Monroe Officials.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Monroe that the Mayor is hereby authorized to execute said Memorandum of Agreement between the Township of Monroe and the Monroe Township Police Officers Association.

**ADOPTED** at a Regular Meeting of the Township Council of the Township of Monroe on April 24, 2012.

**TOWNSHIP OF MONROE**

  
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**CNCL. PRES., FRANK J. CALIGIURI**

**ATTEST:**

  
\_\_\_\_\_  
**TWP. CLERK, SUSAN McCORMICK, RMC  
OR DEPUTY CLERK, SHARON WRIGHT, RMC**

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**CERTIFICATION OF CLERK**

The foregoing resolution was duly adopted at a meeting of the Township Council of the Township of Monroe held on the 24<sup>th</sup> day of April 2012 at the Municipal Building, 125 Virginia Avenue, Williamstown, New Jersey 08094.



**TWP. CLERK, SUSAN McCORMICK, RMC  
OR DEPUTY CLERK, SHARON WRIGHT, RMC**

**ROLL CALL VOTE**

	Aye	Nay	Abstain	Absent
Cncl. Bryson	✓			
Cncl. Dilks	✓			
Cncl. DiLucia	✓			
Cncl. Garbowski	✓			
Cncl. Sebastian	✓			
Cncl. Teefy	✓			
Cncl. Pres. Caligiuri	✓			
<b>TALLY:</b>	7			

LAW OFFICE OF

**Charles A. Fiore**

34 SOUTH MAIN STREET

P.O. BOX 525

WILLIAMSTOWN, NEW JERSEY 08094

## MEMORANDUM OF AGREEMENT

Whereas the Township of Monroe and the Monroe Police Officer's Association have been parties to a series of collective bargaining agreements; and

Whereas the parties have entered into negotiations for a successor collective bargaining agreement; and

Whereas the parties have agreed to terms for a new collective bargaining agreement;

It is now hereby agreed that the parties will enter into a new contract under the following terms:

1. Term of Contract: Three years - January 1, 2012 - December 31, 2014
2. The Salary guide within the parties agreement at Schedule and will be replaced with the following:

Years of Service	2011	1012	2013	2014
		(Eff. July 1)	(Eff. July 1)	(Eff. Sept. 1)
1	39,000	39,000	39,000	39,000
2	45,000	45,000	45,000	45,000
3	49,751	49,751	49,751	49,751
4	53,898	53,898	53,898	53,898
5	58,044	58,044	58,044	58,044
6	66,335	67,661	67,661	67,661
7	74,627	76,119	76,119	76,119
8	82,919	84,577	86,268	87,994
9	86,237	87,961	89,720	89,720
10	86,237	87,961	89,720	93,136

The guide will be administered in the following manner: All current officers will be "plugged in" at next highest salary step in 2012 regardless of years of service. Each officer will then advance on each step for each successive year of service and each year thereafter.

(i.e. 82,919 moves to 84,577 July 1, 2012, then to 89,720 on July 1, 2013, then to 93,136 Sept. 1 2014)

The Corporal and Detective charts will be eliminated.

Lieutenants will maintain their contract differential.

Newly promoted Sergeant's differentials will be modified to reflect that following the First and Second Year of promotion will be 6%. Third year following promotion the differential will be restored to 12%.

Longevity remains as in contract

All new Hires will correlate years of service to each step. (i.e.:

Step 1 is first year of service: Step 5 is fifth year of Service)

3. Shift Differential for the hours of 1830 to 0630 and 1145 to 0045 will be eliminated.
4. *Shift Differential for the "evening shift" will be \$2.00.*
5. FMLA Leave: The contract will be modified to reflect that FMLA leave shall run concurrently with a leave of absence so long as such leave is eligible for FMLA.
6. Retiree Health Benefits: The contract will be clarified to reflect that retiree benefits will be secondary to Medicare and that all Medicare part B payments will be reimbursed on an annual basis in January for the prior year. Requests for reimbursement must be made within 60 days of January 1<sup>st</sup> of any year.
7. **Sick Leave Calculation and Sell Back** - all sick leave banks from the period ending December 31, 2011 shall be converted from "days" to hours at the conversion rate of 10 hours per day. Effective January 1, 2012, after the 1<sup>st</sup> year, officers assigned to 10 hour work shifts shall earn 150 hours (15 days x 10 hrs.) of sick leave per year. Officers assigned to 12 hour work shifts shall earn 180 hours (15 days x 12 hrs.) of sick leave per year. Annual sick leave sellback will continue to be calculated at the current maximum rates of 80 hours per year (10 days at 8 hours per day). For the purposes of calculation, recordkeeping, and implementation, officers scheduled for 10 hour shifts shall be eligible to sell back up to 80 hours per year after accumulating 600 hours (60 days at 10 hrs.) of unused sick leave. Officers scheduled for 12 hour shifts during the first year of the agreement shall be eligible to sell back up to 80 hours per year after accumulating 660 hours, thereafter officers scheduled for 12 hour shifts shall be eligible to sell back up to 80 hours per year after accumulating 720 hours (60 days at 12 hrs.).
8. Retirement Sick Leave Sell Back: Sick leave sell back will be calculated as follows:  
Employees employed prior to January 1, 1993, shall be calculated as follows:  
Accumulated sick leave banked hours times 80% times 75% at the employee's per diem rate of pay.

Conversion example: Old contract-100 days times 8 hrs. per day = 800 hrs. times 75% = 600 hrs.

New contract-100 days times 10 hrs. per day = 1,000 hrs

Times 80% times 75% = 600 hrs.

Employees employed on or after January 1, 1993 shall be calculated as follows:

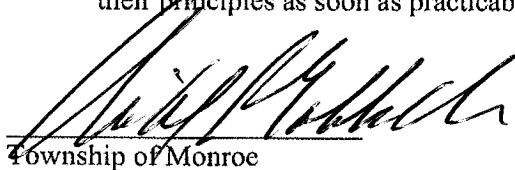
Conversion example: Old contract-165 days times 8 hrs. per day = 1,320 hrs.  
times

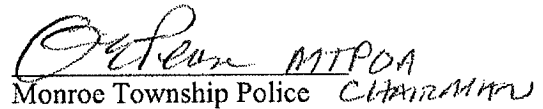
75% = 990 hrs maximum payout.

New contract-75% of accumulated sick leave bank up to a  
maximum payout of 990 hrs.

9. Sick Leave: The contract will be modified to be consistent with S.O.P. Sick Leave Policy.
10. A stipend for officers permanently assigned to the Detective and Traffic Units will be implemented in lieu of the current "on call" stipend and "shift differential pay". The stipend shall be \$3,000 per year for officers permanently assigned to these units. Officers assigned to these units on a temporary basis shall continue to receive "on call" and "shift differential" pay where applicable
11. Out of Rank Pay; Officers who perform the duties ordinarily assigned to a higher rank will receive the pay of that higher rank after he has been performing such duties for 7 working days or more.
12. Upon ratification, vacation shall be converted to hours and each year officers shall receive vacation leave pursuant to the following schedule:
  - a. In the 1<sup>st</sup> year of service, an officer will shall accumulate 12 hours for each month of service.
  - b. One (1) year but less than three (3) years an officer shall receive 144 hours. (Up 24 hrs to comply with NJ Statute). Equivalent to 12 working days.
  - c. Three (3) years but less than ten(10) years an officer shall receive 150 hours.  
*Equivalent to a minimum of 12.5 days*
  - d. Ten (10) years but less than fifteen (15) years and officer shall receive 200 hours.  
*Equivalent to a minimum of 16.67 days.*
  - e. Fifteen (15) or more years an officer shall receive 250 hours. *Equivalent to a minimum of 20.83 days.*
  - f. For employees hired prior to January 1, 1996, and having twenty (20) years or more, shall receive 300 hours. *Equivalent to a minimum of 25 days.*

13. Personal Leave – Effective January 1, 2012, Officers shall be entitled to only two (2) personal days calculated in hours (10 hours or 12 hours per day) in accordance with the officer's work schedule.
14. Officers who are assigned to regularly scheduled twelve (12) hour shifts shall be receive one hundred and four (104) hours of "Kelly" time off credited to the officer on January 1<sup>st</sup> of each year. Kelly time must be used or assigned within the year it is earned. This shall also be applied if the officer is separated from employment.
15. When an officer's regular work schedule is changed from a ten (10) hour shift to a twelve hr. shift, or changed from a twelve (12) hour shift to a ten (10) hour shift, the officer's earned sick leave and compensatory time shall be pro-rated to reflect the schedule change. Pro-ration shall take effect in rounded to the month the schedule takes effect.
16. The parties agree to establish a 12 hour shift schedule on or about May 7, 2012.- The specific terms of the schedule not referenced herein will be agreed to by the parties. The 12 hour shift schedule will not be implemented until all substantial details of such policy have been agreed to. If any specific term(s) cannot be agreed to, then the parties agree to have the issue(s) determined and set by a mutually selected arbitrator. The following core terms will be reflected in any new agreement: 1. Vacation leave will convert to hours, as set forth above.
17. All other terms of the agreement will remain unchanged.
18. The Association agrees to withdraw CSC Docket No. 2012-338 and all issues contemplated by that matter are deemed resolved.
19. The respective signatories of the agreement hereto agree to recommend ratification by their principles as soon as practicable.

  
Township of Monroe

  
Monroe Township Police Officers Association