COLLECTIVE BARGAINING AGREEMENT

between

Mount Olive Township

AND

NJ STATE FMBA LOCAL 427 PUBLIC SAFETY COMMUNICATION OFFICERS

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SECTION I - AGREEMENT TERMS GENERAL

This Agreement shall be in effect as of January 1, 2025, and all provisions shall remain in effect through December 31, 2028, all provisions of this agreement shall remain in full force until successor agreement has been reached.

Section II - DEFINITIONS

- 1. "Union" means Communication Officers represented by the New Jersey Firemen's Mutual Benevolent Association (NJ FMBA).
- 2. "Delegate" refers to a full-time employee who is a member of the Union, appointed by the members to serve as a liaison between the Township and the Union.
- 3. "FMBA Negotiation Team" means the committee appointed by the President of the FMBA to change, modify, or amend the collective negotiations agreement.
- 4. "Emergency" means any situation that jeopardizes the public health, safety, and welfare, as defined by State Law or Township Ordinance, and requires a limited (in scope and duration) and temporary alteration of scheduled work hours, shifts, and/or personnel assignments.
- 5. "Day" or "Working Day" refers to the standard length of a work shift for employees, as defined by their assigned role and schedule set by the Chief of Police, or their designee.
- 6. "Grievance" means any dispute, controversy, or issue involving the interpretation, application, or violation (alleged or otherwise) of any provision of this Agreement or regarding any term and condition of employment or the application of any policies, rules, regulations, ordinances, and/or statutes which affect working conditions.
- 7. "Longevity" means the number of years of service with the Township of Mount Olive.
- 8. "Members" refers to any full-time or part-time communication officer who is on the membership list of and pays dues to the Union.
- 9. "Seniority" means the accumulated length of service as a Communications Officer with the Township of Mount Olive, as reflective of their Personal Action Form, PAF.
- 10. "9-1-1 Communications Center" refers to the facility operated by the Township of Mount Olive that provides 9-1-1 communication and dispatch services. The Center is located at the Mount Olive Police Department, 204 Flanders-Drakestown Road, Budd Lake, New Jersey. Additional and/or temporary locations may be established at the discretion of the Township.
- 11. "Full-time Employee" is defined as a provisional or permanent employee appointed to a regular position within the Township of Mount Olive, whose regular hours of work align with the normal work week for the department to which they are assigned. A full-time employee enjoys all rights and benefits associated with their position.

Section III - UNION RECOGNITION AND CHECK OFF

The Township recognizes the New Jersey State Firefighters Mutual Benevolent Association (FMBA) as the Union with Exclusive representative, as certified by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all communication officers regularly employed by Mount Olive Township, Morris County, New Jersey.

Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union consistent with applicable law) the Township agrees to deduct from each pay period each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit all amounts so deducted with a list of such deductions to the Mount Olive Communications FMBA Local 427, address to be determined. Said monies, together with records of any corrections, shall be transmitted to the Union Treasurer by the fifteenth (15th) of each month for the pay periods in which deductions were made.

The Union shall provide the necessary check-off authorization forms and secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, losses or expenses, or other forms of liability that may arise out of or by reason of action taken by the Township arising from fault or mistake of the Union in reliance upon salary deductions.

Prior to the beginning of each membership year, the Union will notify the Township Treasurer in writing of the amount of regular membership dues charged by the Union to its own members for that membership year.

The Township will notify the Secretary-Treasurer of the Union within ten (10) days of hiring all employees, and of all removals of employees from the Township's payroll.

Section IV - VISITATION, ASSOCIATION PRIVILEGES, AND BULLETIN BOARD

The Union representative will be permitted to visit Union delegates and members on Township premises at reasonable hours for the purpose of discussing Union business. To do so, the Union must request permission from the Mayor, Business Administrator, and Chief of Police, or one of their duly authorized designees, and such permission shall not be unreasonably withheld. Union business or meetings may be held on Township time and property, but only with the consent of the Mayor, Business Administrator or their duly authorized designee. Meetings shall not be held in the police section of the Municipal Building unless authorized by the Chief of Police or his/her designee and the individual has been vetted as per the CJIS/FBI requirements.

The Township shall supply a bulletin board for the use of the Union and the membership which shall be placed in a conspicuous location in the Mount Olive 9-1-1 Communication Center for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins which may be deemed controversial must have the approval of the Business Administrator.

Section V - DELEGATES

The Township recognizes the right of the Union to designate two delegates for the enforcement of this Agreement. The Union shall furnish the Township with a written list of delegates and notify the Township of any changes. Delegates shall only be appointed from the Full Time Ranks.

The authority of Delegates and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers.

Designated Union delegates shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings, and conferences on contract negotiations with Township officials. Delegates shall be afforded eight (8) hours per year to attend meetings and union functions.

In accordance with N.J.S.A. 40A:14-177, Designated Union delegates shall be granted leave of absence with pay, for the purpose of traveling to and from and attending any State or National Convention of the NJFMBA. Requests for Union leave time must be made in writing at least two (2) weeks in advance to the Police Chief or his/her designees. A certificate of attendance to the State convention shall, upon request, be submitted by the representative attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention, provided that such leave shall be for no more than seven days.

Section VI - GRIEVANCES

A grievance within the meaning of this Agreement shall be any dispute between the parties involving the interpretation or application of any provisions of this Agreement.

An aggrieved employee shall present his/her grievances within five (5) calendar days of its occurrence, or such grievance shall be deemed waived. Failure to file a grievance within five (5) calendar days of the occurrence shall bar the union and the grievant from instituting the grievance.

In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1: The employee[s] or Union Business Representative must present the grievance in writing to the Supervisor of the communications division within five (5) calendar days of its occurrence or such grievance shall be deemed waived and abandoned. The grievance shall state the date of the occurrence, the pertinent facts, and whether it is a contractual or administrative grievance, and, if a contractual grievance, the express terms and conditions of this Agreement alleged to have been violated. The Supervisor or his/her designee shall render a decision in writing within ten (10) calendar days after receipt of the grievance.

Step 2: In the event the grievance has not been resolved through Step 1, the same shall be reduced to writing, including the reasons objecting to the decision, signed by the grievant and filed with the Police Chief or his/her designee within five (5) calendar days. The Police Chief or his/her designee shall return his/her written answer to the Union within ten (10) calendar days after receipt of the grievance.

Step 3: In the event the grievance has not been resolved through Step 2, the same shall be reduced to writing, including the reasons objecting to the decision, signed by the grievant and filed with the Township Administrator or his/her designee within five (5) business days after the Police Chief or his/her designee has rendered a decision. The Township Administrator or his/her designee shall return his/her written answer to the Union within ten (10) calendar days after receipt of the grievance.

Step 4: In the event the grievance has not be resolved through Step 3, within five (5) calendar days after the Township Administrator or his/her designee has rendered a decision, the grievant may appeal to the Mayor, submitting therewith the grievance and the reasons for objecting to the Township Administrator's decision, The Mayor shall review the matter and render a decision in writing within ten (10) calendar days after receipt of the grievance.

Step 5: For contractual grievances not resolved or otherwise settled through Steps 1, 2, 3 and 4, the parties may invoke pre-arbitration mediation through the New Jersey State Board of Mediation or other agreed upon procedure. If the grievance remains unresolved, the Union, on behalf of the individual employee grievant, may refer the matter to binding arbitration by an arbitrator to be selected pursuant to the rules of the Public Employment Relations Commission. For administrative grievances not resolved or otherwise settled through Steps 1, 2, 3 and 4, the Union on behalf of the individual employee grievant may refer the matter to advisory arbitration by an arbitrator to be selected pursuant to the rules of the Public Employment Relations Commission. The Union's request for arbitration must be made to PERC no later than ten (10) calendar days after receipt of the Step 4 decision of the Mayor, or within ten (10) calendar days of the completion of mediation as the case may be.

No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the decision of the Mayor.

The arbitrator shall be bound by the express provisions of this Agreement and restricted to the application of the facts presented which are relevant to the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The Arbitrator shall be bound by the laws of the State of New Jersey and of the United States and shall be without authority to make any decision which requires the commission of an act prohibited by law. The Arbitrator's decision shall be in writing and shall set forth in detail his findings of fact, reasoning and conclusions on the issues submitted.

The costs for the services of the Arbitrator shall be shared equally by the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same. In the event the grievance is settled prior to issuance of a written decision and award by the Arbitrator, the cost of the services of the arbitrator shall be split equally between the Township and the Association.

Effect of Time Limits:

Failure on the part of the grievant or the Association to comply within the time limits applicable to the several steps of the grievance procedure shall bar any further processing of the grievance. At any step of the grievance procedure, if a decision has not been received by the grievant and/or the Association within the stipulated time limit, the grievance shall be deemed to have been denied. In such an event, the applicable time limits for the proceeding to the next step of the grievance procedure shall commence upon expiration of the time when the decision was to have been received.

Section VII - MANAGEMENT

Nothing in this Agreement shall interfere with the right of the Township in accordance with the applicable law, rules, and regulations to:

Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

Manage employees of the Township, to hire, promote, transfer, designate assignments or retain employees to positions within Township and in that regard to establish reasonable work rules.

The determination of the functions, missions, actions, policy and standards of service of the government.

The authority to determine the technology and techniques of providing service.

Suspend, demote, discharge, or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

All members shall follow the Township's Personnel Policies and Procedures Manual. The Township's Personnel Policies and Procedures Manual shall not be followed when such matter is in contravention with a term set forth in the collective negotiations agreement or conflicts with Federal and State Labor Laws.

Section VIII - SENIORITY

It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, lay-offs, and recalls. The seniority of all Union employees shall be determined as follows:

- The seniority rank for full-time communication officers will be determined by the effective date
 of their Personnel Action Form based on when they were hired full-time as a Probationary
 Communications Officer.
- 2. The seniority rank for part-time communications officers will be determined by the effective date of their Personnel Action Form based on when they completed training, and their hourly wage was adjusted.

In all cases, the ability to perform the work in a satisfactory manner will be a factor in determining the affected employee for transfers, promotions, and other employment actions. The Business Administrator is under no obligation to set forth promotional criteria and/or procedures. Should the Business Administrator determine that two or more eligible individuals have equal qualifications, preference shall be given to the employee with the greatest seniority. The Mayor or his/her designee shall make final determination of promotions or transfers.

Probationary Period:

The probationary period for all new full-time communication officers (or present employees transferring to new positions) shall be a period of six (6) months, starting on date of hire. During the initial probationary period, the new employee or transferee will be provided with training and guidance from the Supervisor. At the end of the initial employment period, the Supervisor will conduct an employee evaluation. New employees may be discharged at any time during this period if the Township Business Administrator concludes that the employee is not progressing or performing satisfactorily. Under

appropriate circumstances, the Township Business Administrator may extend the initial employment period. Employees terminated during the six (6) month probationary period are not entitled to a grievance procedure.

Layoffs and Rehiring:

In the event of layoffs and rehiring, the last person hired in the affected job classification shall be the first to be laid off, and the last person laid off shall be the first to be recalled, in accordance with their seniority in that classification. This is contingent upon the more senior employee being able to satisfactorily perform the available work.

Promotions and Transfers:

Promotions shall be awarded to the most qualified applicant, as determined by Administration, based on experience, skills, performance, and relevant qualifications. If multiple applicants meet the necessary criteria, the final decision shall be based on a comprehensive evaluation of their overall suitability for the role.

Seniority Lists:

The Mount Olive Township Police Department shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated as necessary.

Application of Seniority:

Seniority shall apply to all terms and conditions of employment established by this agreement for which seniority is a factor.

Section IX - POSTING

All new and vacant positions shall be posted on the Union Bulletin Boards for a period of one (1) week.

Section X - LEAVE OF ABSENCE

At the expiration of such leave, the employee shall be returned to the position from which he or she is on leave with all increases granted during his or her leave for his or her job classification.

Seniority shall be retained and shall accumulate during all leaves except a leave without pay not including FMLA and New Jersey FLA.

A leave of absence shall be approved by the Business Administrator and the Chief of Police or their designee.

Section XI - DISCIPLINE AND DISCHARGE

No employee shall be discharged, suspended, or otherwise disciplined without just cause.

A grievance by an employee claiming that he or she has been unjustly discharged or suspended must follow the procedure established for grievances in Section VI.

Any employee whose appeal has been sustained shall be returned to his or her former position and compensated at his or her regular rate for any time lost during the period of such dismissal.

Section XII - RULES AND REGULATIONS

Rules and Regulations for the 9-1-1 Communications Center and its communication officers are promulgated at the direction of the Chief of Police with the approval of the Appropriate Authority (Mayor).

The provisions of all written rules, regulations and directives issued by the Chief of Police and Appropriate Authority relating to conduct of employees covered by this Agreement and not specifically set forth in this Agreement shall be followed by all Communication Officers. In any situation when there is a conflict between the Township Personnel Manual and the Police Department's Rules & Regulations, Orders, and Directives, the Communications Officer shall follow the Police Department's Rules & Regulations and directives and bring the conflict to the attention of their Supervisor.

Section XIII - HOURS OF WORK

This section is intended to define hours of work and shall not be construed as a guarantee of hours of work per day or week or of days or work per week.

Members shall work a schedule that is determined by the Chief of Police or his/her designee. These schedules are set in accordance with police department policy.

The Chief of Police may modify the work schedule of the communication officers to provide for economics and efficiency in the operation of the Communication Center.

Special shifts and special event assignments may be offered to employees determined by the need for said shifts or assignments at the direction of the Chief of Police or his/her designee.

Section XIV - WAGES AND JOB CLASSIFICATION

Effective January 1, 2025, all the employees in the bargaining unit, shall be paid in accordance with the step guide below. No member of the bargaining unit shall be placed in a salary step other than the step appropriate to the position held as listed in this contract. Current employees will be placed in the step which correlates with the next salary increase. Upon hiring, the title and salary step shall be provided in writing to the Union President. Probationary Step and Step 1 shall be for a period of six (6) months each. Existing and new members shall advance to the next step on their anniversary date in accordance with the Attachment A.

	L	2025	2026		2027	2028
Probationary (6-month)	\$	48,000.00	\$49,320.00	\$	50,676.30	\$ 52,069.90
Step 1 (6-month)	\$	55,000.00	\$56,512.50	\$	58,066.59	\$ 59,663.43
Step 2	\$	58,000.00	\$59,595.00	\$	61,233.86	\$ 62,917.79
Step 3	\$	62,000.00	\$63,705.00	\$	65,456.89	\$ 67,256.95
Step 4	\$	65,000.00	\$66,787.50	\$	68,624.16	\$ 70,511.32
Step 5	\$	71,500.00	\$73,466.25	\$	75,486.57	\$ 77,562.45
Step 6	\$	76,500.00	\$78,603.75	\$	80,765.35	\$ 82,986.40
Step 7	\$	80,000.00	\$82,200.00	\$	84,460.50	\$ 86,783.16

Reclassification of Persons/Positions

The Township retains the right to reclassify persons or positions into a higher step and advance individuals along the salary guide based on experience, merit, or promotion. Employees may request reclassification with Township approval, provided written notice is given to the Union.

Pitman Time:

The parties acknowledge that communication officers are currently non-exempt employees entitled to overtime under the Fair Labor Standards Act ('FLSA'). Should the law change, and the communication officers become exempt employees, "Pitman Time" will no longer be required effective immediately on the date of the change in law. The parties further acknowledge that full-time communication officers are assigned to work the Pitman schedule, consisting of seven (7) twelve (12) hour shifts in a fourteen (14) day pay period, which includes a long work week consisting of four (4) twelve (12) hour shifts and a short work week consisting of three (3) twelve (12) hour shifts. In accordance with the FLSA, the union agrees that communication officers shall accept six (6) hours of additional straight pay, which equates to an additional 156 hours. The additional compensation shall be referred to as Pitman time differential and paid in each employee's regular biweekly pay, regardless of any time off used, and shall be utilized for calculations pertaining to pensions.

The parties acknowledge and agree that, in the event the Township determines to modify and/or discontinue the above-referenced Pitman Schedule, the parties may reopen this Agreement. Changes to the schedule can be made by the Chief of Police or his/her designee to cover temporary short time issues such as vacations, prolonged absences, public health emergencies, maternity leave, public safety issues, shortage in staffing, or other emergent situations that may arise. The parties further acknowledge and

agree that this provision shall not be construed as requiring that the parties reopen and/or negotiate any other article or provision of this Agreement, unless otherwise provided herein.

Overtime Compensation:

Any additional hours worked in excess of the regularly scheduled shift shall be compensated at the overtime rate only when the communications officer has worked more than forty (40) hours during the seven (7) day work week, as required by the FLSA. Sick time, personal time and bereavement time shall not be counted toward the forty (40) hours worked and needed to accumulate overtime. If an employee utilizes sick time, personal time or bereavement time, any additional time worked during the seven (7) day work week will be adjusted to straight pay until the forty (40) hours worked is met.

Communication officers' annual salary and hourly rates shall be based on 2080 hours.

If the communication officer chooses and with the approval of the Police Chief, compensatory time at overtime rate may be taken in lieu of overtime pay

Section XV - LONGEVITY

All permanent employees covered by this Agreement who were employed by the Township after January 1, 1992, but prior to January 1, 2019, shall receive annual longevity pay based upon annual salary as of November 30th of each year. Such pay shall be a percentage of the base salary, excluding overtime and other compensations in accordance with the following:

- 1. After seven (7) years of service up to twelve (12) years of service.......4%
- 2. After twelve (12) years of service up to seventeen (17) years of service....5%

Longevity shall be paid in each employee's regular bi-weekly pay and shall be utilized for all calculations, including pension.

C. Effective January 1, 2019, any new hire covered by this Agreement will not be eligible for longevity.

Section XVI - OVERTIME

Overtime Compensation:

All employees shall be compensated for overtime work at the rate of one and one-half (1.5) times their regular hourly rate of pay in accordance with Article XIV of this Agreement

Authorization of Overtime:

Overtime must be authorized by the Chief of Police or his/her designee when required for operational needs.

Calculation of Overtime:

Overtime will be paid to any employee who is required and directed to work beyond their normally scheduled work week.

Emergency Overtime Assignment:

In the event of a bona fide emergency, the Chief of Police or his/her designee may assign overtime as they see fit to ensure adequate coverage and operational continuity.

Seniority-Based Overtime Rotation:

The seniority list for employees will be updated and maintained in accordance with police department policy.

Overtime Assignments

Open shifts shall be offered and awarded in accordance with police department policy.

Training Time

On occasion, a training day off may be granted to allow employees to attend training directly associated with their position. The hours spent in training shall be determined by the Chief of Police or his/her designee.

Compensatory Time

If the communication officer chooses so and with the approval of the Police Chief, compensatory time at overtime rate may be taken in lieu of overtime pay.

Communication officers may accrue up to 120 hours of compensatory time per contract year, but once that 120-hour threshold is reached there will be no further entitlement to accumulate compensatory time without approval of the Chief of Police or his/her designee. If the Communication Officer utilizes any of their 120 banked hours of compensatory time during the calendar year, the Communication Officer is permitted to accumulate additional compensatory time in that same calendar year so their bank can reach a maximum of 120 hours. Communication officers shall use their accumulated compensatory time in the year in which it is earned in blocks of time of not less than 4 hours unless otherwise approved by the Police Chief or his/her designee. There shall be no carryover of compensatory time from one calendar year to the next unless approved by the Police Chief for good cause shown. If due to working conditions, the employee was unable to use his/her compensatory time, the employee must request the carry-over in writing to the Police Chief prior to November 30. If the Police Chief decides that the carry-over is not warranted, then the Township must pay the employee for the carry-over at the rate earned by January 31st of the following year.

Section XVII - COURT APPEARANCE

Compensation for Court Appearances:

All appearances during off-duty hours by an employee in a municipal or superior court on matters where the employee is obligated by their job to take action will be compensated as overtime.

Section XVIII - JURY DUTY

Communication officers who are summoned and selected for jury duty will be permitted to fulfill their civic duty.

If a Communication officer is selected for jury duty when they are scheduled to work a day shift, they shall be allowed to attend court without using paid time off and shall be compensated for their scheduled shift.

If a Communication officer is selected for jury duty when they are scheduled to work a night shift, reasonable accommodation shall be made by the Chief or Police or his/her designee. They shall not be required to submit paid time off unless the time off is longer than their scheduled shift.

Compensation:

Communication officers will be paid their regular hourly wage for the duration of their jury duty service, not to exceed their scheduled hours for the day.

Attendance:

Communication officers are required to submit proof of jury duty attendance to the department for each day served. This proof shall be submitted no later than the next shift worked following jury duty.

Benefit Continuation:

While on jury duty leave, communication officers will continue to receive all standard benefits, including health insurance, pension contributions, and accrual of leave time.

Section XIX - VACATIONS

Vacation Allotment:

All full-time and regular part-time employees within the Union shall be granted the following vacations: Regular part-time employees will qualify for vacation time on a pro-rated basis:

- 1. 0-4 years of service 80 Hours of vacation, provided no vacation can be taken until completion of employee's first six (6) months of service.
- 2. 5-9 years of service 128 Hours of vacation
- 3. 10-14 years of service 160 Hours of vacation
- 4. 15-24 years of service 200 Hours of vacation
- 5. 25 years or more of service 208 Hours of vacation

Vacation accruals will be adjusted on the employee's anniversary date based on years of service.

Vacation Time Usage:

The amount of vacation time taken in any one anniversary year may not exceed the amount earned over that one-year period unless approved in writing by the Township Administrator and the Chief of Police. Approval for additional vacation time shall be in accordance with police department policy.

Accrued Vacation Payout on Separation:

Upon termination of employment, an employee shall be credited for accrued vacation up to the date of termination. If an employee had taken vacation in excess of what he/she is entitled based upon their actual number of days worked in the year to their termination date, any excess usage shall be deducted from their final paycheck.

Vacation Carry-Over:

A member may carry over up to forty (40) hours of vacation, from one calendar year to the next. Carry-over time shall be used up until June 30th of the following year. Vacation hours in excess of forty (40) hours that are not used by the end of the calendar year will be forfeited and cannot be carried over. Members may not receive pay in lieu of unused vacation days except in cases of separation from employment as outlined in the section above "Accrued Vacation Payout on Separation".

Continuation of Existing Vacation Practices:

All existing benefits, rights, and duties related to vacation not specifically set forth in this agreement shall continue to be governed by prior department practices. These include but are not limited to procedures for vacation requests, approvals, and scheduling.

Section XX - HOLIDAYS

All members will be granted fifteen (15) holidays per year, which are as follows:

- 1. New Years Day
- 2. Martin Luther Kings Day
- 3. Presidents Day
- 4. Good Friday
- 5. Memorial Day
- 6. Juneteenth
- 7. Independence Day
- 8. Labor Day
- 9. Columbus Day
- 10. Veterans Day
- 11. Thanksgiving Day
- 12. Day after Thanksgiving Day
- 13. Christmas Day
- 14. Day before or after Christmas
- 15. Floating Holiday

	2025		2026	T	2027	,	2028	7
New Years Day	1/1/2025	Wed	1/1/2026		1/1/2027		1/3/2028	
Martin Luther King Dav	1/20/2025	Mon	1/19/2026	Mon	1/18/2027		1/17/2028	
Presidents Day	2/17/2025	Mon	2/16/2026	Mon	2/15/2027		2/21/2028	
Good Friday	4/18/2025	Fri	4/3/2026	Fri	3/26/2027		4/14/2028	
Memorial Day	5/26/2025	Mon	5/25/2026	Mon	5/31/2027		5/29/2028	
Juneteenth	6/20/2025	Fri	6/19/2026	Fri	6/18/2027	Fri	6/16/2028	
Independence day	7/4/2025	Fri	7/3/2026	Fri	7/5/2027	Mon	7/4/2028	
Labor Day	9/1/2025	Mon	9/7/2026	Mon	9/6/2027	Mon	9/4/2028	
Columbus Day	10/13/2025	Mon	10/12/2026	Mon	10/11/2027		10/9/2028	
Veterans Day	11/11/2025	Tue	11/11/2026		11/11/2027		11/10/2028	***************************************
Thanksgiving Dav	11/27/2025	Thu	11/26/2026	Thu	11/25/2027		11/23/2028	
Day AfterThankskiving	11/28/2025	Fri	11/27/2026	***************************************	11/26/2027		11/24/2028	
Christmas Day	12/25/2025	Thu	12/25/2026	Fri	12/24/2027		12/25/2028	
Day After Christmas	12/26/2025	Fri	12/28/2026	Mon	12/27/2027		12/26/2028	
Float	7/3/2025	Thu	7/2/2026	Thu	7/2/2027	Fri	7/3/2028	Mon

In addition, the Township agrees to give members any holiday which is given to other Township employees as a result of an act of the President of the United States, the Congress of the United States, the Governor of the State of New Jersey, the Legislature of the State of New Jersey, or the Mayor or Council of the Township. Additionally, any other closings or early dismissals of municipal offices shall be credited to all current members vacation bank.

Members' holiday time will be added to their vacation bank and may generally be taken only as earned as per vacation policy. However, members covered by this Agreement may take one (1) holiday at a time on an individual basis rather than as part of a block of vacation time. This option is subject to the approval of the Chief of Police or designee, and must be made in writing to the Chief or his/her designee within five (5) days of the day being requested. Such approval of a request will not be unreasonably withheld. In

emergency situations, an employee may seek the Chiefs approval without providing the notice stated above.

Communication officers will receive double time pay when working the following holidays:

New Years Day
Easter Sunday
Memorial Day (date observed nationally)
July 4 (Fourth of July)
Labor Day (date observed nationally)
Thanksgiving Day (date observed nationally)
Christmas Day

Any communication officer that works a shift that includes any portion of the above listed days will be paid their entire shift at a double time pay rate.

Section XXI - EDUCATIONAL BENEFITS

As funds are available, employees may be reimbursed for tuition, books and other fees for any course or training program which will assist the employee in the performance of his/her job or which will train the employee for work of greater responsibility within the Township. Employees shall file written requests for this reimbursement, receive prior approval from the Chief of Police and receive an indication of satisfactory completion of the course or training program. Approvals shall be submitted following department policy rules. The total amount of monies from which reimbursement may be drawn for each year of the contract is \$1,000.

If an employee has been reimbursed for an educational program that provides needed job certification for licensing, the employee agrees to work for the Township for a period of three years from the date of successful completion of the course. Should the employee choose to terminate his/her employment prior to the completion of the three-year period following the completion of the course, the employee will be held responsible for the re-payment of a pro-rated share of the costs incurred by the Township.

Section XXII - MOTOR VEHICLE REIMBURSEMENT

Motor Vehicle Usage:

Any Employee using their personal motor vehicle for official business, including but not limited for travel for meetings, training, or other job-related duties, must receive prior approval from the Chief of Police or his/her designee before incurring any reimbursable mileage.

The Township agrees to provide municipal vehicles for official business purposes whenever available. Employees shall be permitted to use Township vehicles provided that permission has been granted by their immediate supervisor and approved by the Chief of Police or his/her designee.

Use of municipal vehicles for commuting purposes is subject to all applicable federal and/or state tax withholding requirements.

Reimbursement for Use of Personal Vehicles:

In the event that no Township vehicles are available for use, Employees who are required to use their own personal vehicle for official business will be reimbursed for mileage at the rate set annually by the Internal Revenue Service (IRS).

Mileage reimbursement will be calculated based on the IRS standard mileage rate in effect at the time the vehicle is used for official business. This rate may vary from year to year and will be updated as necessary to reflect changes made by the IRS.

Mileage will be reimbursed for the actual distance traveled for approved business-related activities only. Commuting to and from the Employee's place of residence to their official duty station will not be considered reimbursable, except as provided for in emergency situations or as directed by the Chief of Police or his/her designee.

Employees must submit a detailed log of all miles traveled, including the date, purpose of the trip, starting and ending odometer readings, and the destination, as part of their request for reimbursement. All logs must be submitted to the Employee's supervisor for approval before reimbursement is processed.

Mileage reimbursement requests must be submitted within 30 days of the date of travel. The Township reserves the right to deny reimbursement requests submitted after this period.

Additional Provisions:

The Township reserves the right to limit the use of personal vehicles for official business and may require Employees to utilize public transportation, carpooling, or other transportation alternatives as deemed necessary by the Department Supervisor.

Employees using personal vehicles for official business are responsible for ensuring that their vehicle is adequately insured, registered, and maintained.

Compliance with Laws:

All Employees using personal vehicles for official business must comply with applicable motor vehicle laws, including but not limited to maintaining a valid driver's license and insurance coverage as required by state law.

Section XXIII - UNIFORM MAINTENANCE ALLOWANCE

Self-Supplied Uniforms:

Full Time Employees will receive an annual \$500.00 clothing allowance which will be incorporated into their base salary and distributed over the fiscal year. Uniform allowance shall be paid in each employee's regular biweekly pay and shall be utilized for all calculations including pensions.

Exceptions:

Department-Supplied Uniforms for New Hires:

The Township will provide all initial uniforms to new Employees upon their hiring. New hires will not be provided a clothing allowance for their first year of employment. Clothing allowance will begin on year 2 of employment.

Department-Wide Uniform Changes:

In the event the department introduces new or standardized uniforms across the entire workforce, the Township will cover the costs of these uniforms for all Employees, ensuring consistency and standardization at no additional cost to the Employees.

Uniform Maintenance Standards:

Employees are required to maintain their uniforms in a clean, professional condition in accordance with Department Rules and Regulations and in accordance with police department policy.

Employees are responsible for any additional costs related to uniform repair, replacement, or cleaning beyond the provided clothing allowance, unless otherwise covered under department-wide changes (e.g., uniform redesign).

Compliance with Department Standards:

Members shall only purchase uniforms from the approved department vendor.

Section XXIIV - TRAINING

On The Job Training:

It is hereby agreed that the concept of on-the-job training is one which is looked upon with favor by both parties hereto as the method by which personnel can be prepared for leadership opportunities within the framework of their current occupation. All training shall follow the guidelines set forth in the police department's training policy. If, upon the approval of the Business Administrator, the Township requires an employee to attend a course or training program, then the Township will pay the costs of the course or training program including tuition, books, fees and mileage. The employee must receive a "C" or better for reimbursement by the Township. If a letter grade is not given, an indication of satisfactory or passing grade must be indicated. The Township shall not be responsible for any costs of other courses or training programs. If the approved course or training program results in a certificate or license for the employee in which the employee is required to hold that certificate or license for their current position, the employee shall be compensated accordingly with prior written approval by the Business Administrator.

NJ NENA Conference Attendance:

Subject to the availability of funds, two Communication Officers may attend the NJ National Emergency Number Association (NENA) Conference. All requests to attend the conference shall be submitted to the communications unit Supervisor in memo form and shall be made no later than September 1st of the preceding year for budgeting purposes.

Section XXV - INSURANCE

Health Insurance:

A. The Township will provide health and prescription drug benefits under the North Jersey Municipal Employee Benefits Fund (NJHIF). The Township agrees to permit Communication Officers covered by this Agreement to continue to select from the NJHIF mirror/duplicate, or any other equal to or better plan, of the following medical and RX plans previously offered through the State Health Benefits Plan: NJ Direct 10, NJ Direct 15, NJ Direct 1525, NJ Direct 19 and the NJ Direct 2030 plan through December 31, 2028. The NJ Direct plans will be built on the Aetna Choice POS II (Open Access) network and provide the same level of benefits that were previously in place. All benefits and coverages, including but not limited to, medical services, copays, coinsurance amounts, deductibles and/or day/dollar limits will remain the same. Express-Scripts will be the Pharmacy Benefit Manager and will mirror/duplicate any applicable coinsurance and out-of-pocket maximums remaining the same as is currently provided. Dental coverage will continue under Met Life, the current provider, and will continue with the same level of coverage which is currently provided. The Township reserves the right to change insurance carriers so long as equal or better benefits are provided. The Township agrees to notify the members of any changes in these medical or dental benefits at least sixty (60) days prior to the effective date of such change.

B. Employee Contribution

The health insurance contribution shall be calculated depending on the NJHIF Plan chosen by the employee. The NJHIF Aetna 2030 plan will require an employee contribution of 1.5% of their base salary. If an employee chooses any higher-level plan, the employee will only make a contribution equal to the difference between the base plan and the plan chosen. This premium contribution shall be made in equal installments by payroll deduction and those installments may change if step increases or promotions occur and to the extent possible will be treated as a Section 125 pretax deduction.

Disability Insurance:

The Township will subscribe to and provide to each employee on a 1/2 employer payment — 1/2 employee payment basis, a comprehensive disability insurance plan, which plan shall be mutually agreed upon by the Township and the Association.

Dental Insurance:

There shall be two dental insurance programs provided through MetLife with full family coverage made available to all members of the bargaining unit, the premiums for the same will be paid for by the Township. The PPO Plus Premier annual dental benefit maximum will be \$2,000 per year per person or covered dependent. Lifetime child orthodontia benefits will be \$3,000.00 per person maximum. The PPO only annual dental benefit maximum will be \$3,000 per year per person or covered dependent with carryover capabilities. Lifetime child and adult orthodontia benefits will be \$3,000 per person maximum. The PPO only plan is enhanced with white fillings and implant coverage.

Retiree Benefits:

All employees hired before May 21, 2010, with a minimum of twenty-five (25) years of service with Mt. Olive Township and a minimum age of fifty-five, and in good standing, will be eligible to receive health

insurance coverage equal to that provided during employment after their retirement, pursuant to New Jersey State Law. In the event the employee or his or her spouse/civil union partner is eligible to receive health insurance benefits from any other source, the Township coverage will always be secondary. In the event of a retiree death, health care coverage for the surviving spouse and eligible dependents of the retiree shall continue at no cost to the spouse. Employees hired on or after May 21, 2010, will be required to pay 1.5% of their retirement allowance toward health benefit cost pursuant to Chapter 2. P.I. 2010 once they attain a minimum of twenty-five (25) years of service.

Section XXVI - SICK AND OTHER LEAVE

SICK LEAVE

Amount of Sick Leave:

Sick leave accumulation for all full-time employees shall be on the following schedule:

- o First sixty (60) calendar days of employment: No sick leave granted.
- o Sixty (60) days to one (1) year of service: Sick leave will accrue retroactively to the date of employment at the rate of one (1) day per month.
- o After one (1) year of service: Sick leave will be granted at the rate of fourteen (14) days per year.

Sick leave for all other employees shall comply with the New Jersey Earned Sick Leave Law.

Employees may utilize sick leave when they are unable to perform their duties due to personal illness, personal injury, or exposure to a contagious disease. Sick leave may also be utilized for short periods due to the death of an immediate family member as defined below.

Sick leave accumulation shall be based off an 8-hour day as per the township personnel manual. Sick leave, when not taken, shall be accumulated to an unlimited amount for use by the employee in cases of illness or injury. Additionally, sick leave not taken shall be accumulated up to a maximum of ninety (90) days for use toward early retirement at the employee's final rate of pay. To qualify, the employee must provide the Township with at least 180 days' notice of their retirement, which may be waived under extreme circumstances. "Retirement" refers to retirement under the Public Employees Retirement System (PERS).

Employees hired on or after May 21, 2010, will be afforded a maximum payout of \$15,000 at retirement payable as lump sum, per NJSA 40A:9-10.4.

Part-time employees are not entitled to apply accumulated sick time toward early retirement.

Reporting of Absence on Sick Leave:

If an employee is absent due to illness or injury, they must notify their supervisor no later than one (1) hour prior to the employee's start time. Failure to provide timely notification may result in denial of sick leave for that absence and could lead to disciplinary action.

Verification of Sick Leave:

An employee who is absent on sick leave for four (4) or more consecutive working days may be required to submit medical evidence substantiating the illness.

In cases where the Township suspects a pattern of abuse, proof of illness may be requested for sick leave taken in excess of one (1) day. Abuse of sick leave may result in disciplinary action.

The Township may require an employee who has been absent due to illness or injury to undergo a medical examination, at the Township's expense, before returning to work. The examination will determine the employee's ability to perform their normal duties and ensure their return will not jeopardize the health of other employees. The employee shall be compensated until the examination is completed.

OTHER LEAVE

Worker's Compensation Leave:

An employee who is incapacitated and unable to work due to a job-related injury will be entitled to sixty (60) calendar days of injury leave with full pay, certified by a Township-designated physician. This leave will not be charged to sick leave.

Worker's Compensation leave will end when the employee reaches the 60-day limit, is placed on disability leave under the appropriate retirement system or begins receiving pension payments.

Employees must file a Worker's Compensation claim to receive benefits. Any compensation paid by the Township's Worker's Compensation insurance for this leave period must be turned over to the Township. If the claim is denied, the employee will not be eligible for benefits under this provision.

Bereavement Leave:

Employees will be granted bereavement leave from the day of death through the day of the funeral, up to a maximum of five (5) shifts for the death of an immediate family member.

Immediate family includes spouse, civil union partner, child, stepchild, mother, father, brother, sister, grandparents, spouse's/civil union partner's parents, and grandchildren.

Bereavement leave of three (3) shifts will be granted for the death of an uncle, aunt, niece, nephew, or cousin.

The Township of Mount Olive may request verification of death.

Bereavement leave for other relatives not listed will be charged to sick time, up to the maximum leave allowed.

Personal Leave:

Employees may use up to six (6) days of accumulated sick leave annually as personal days, with prior approval from their immediate supervisor. Personal time off shall be requested in accordance with police department policy.

Two (2) emergency personal days may be used without prior notice or approval in case of emergencies. Abuse of emergency personal days may lead to disciplinary action, including unpaid time off. Subsequent approval from the supervisor for emergency leave must not be unreasonably withheld.

Disability Leave:

Employees on disability leave are responsible for ensuring that all payroll deductions remain up to date upon their return to work. These deductions may include health insurance.

Section XXVII - WORK PERIOD, SCHEDULE, AND HOURS

Definitions:

Straight Time — The regular hourly rate of pay, determined by dividing the annual salary by the total number of work hours per day, multiplied by the number of workdays in a calendar year.

Overtime — The straight time hourly rate multiplied by one and one-half (1.5).

Pay Period — The regularly scheduled workdays, in accordance with the Township's pay periods.

Work Week and Workday:

The work week for communication officers is seven (7) days of work in a fourteen (14) day cycle with the normal workday consisting of twelve (12) hours of work. The Chief of Police or his/her designee may modify the work schedule of the communications officers to provide for economics and efficiency in the operation of the communication officers.

Overtime Compensation:

Overtime is earned for any work performed in excess of 40 hours in a work week. All compensated time off will be counted as time worked, except for personal days, sick days and bereavement days.

Lateness:

Employees must notify their supervisor of lateness no later than 30 minutes before the start of their shift.

Lateness exceeding 7.5 minutes will result in 15 minutes of pay being docked. An additional 15 minutes will be docked for each quarter-hour late thereafter.

Employees who notify their supervisor and are less than 30 minutes late may make up the lost time during the same day, at the discretion of the supervisor.

Call Back:

Employees who are "called back" to work shall be paid a minimum of four (4) hours at the overtime rate.

If an employee is called back to work on a holiday, they will be compensated at the employee's regular daily rate of pay plus an additional two (2) times the employee's straight time hourly rate of pay for the hours actually worked. The four (4) hour minimum shall apply.

Break Allotment:

12-Hour Shift:

Employees working a 12-hour shift are permitted:

- Two (2) paid 15-minute breaks.
- One (1) paid 30-minute meal break.

All Other Shifts:

Employees working all other shifts are permitted:

- o One (1) paid 15-minute break.
- One (1) paid 30-minute meal break.

Breaks may be taken when call volume, and staffing permit with the approval of the shift/communications supervisor. Breaks may not be combined and are not permitted to be scheduled at the end of the employees' shift in order to leave early.

Section XXVIII - MILITARY LEAVE

Purpose:

The Township of Mount Olive is committed to supporting employees who are called to or volunteer for active service in the Armed Forces of the United States. This article outlines the rights and obligations of employees and the Township regarding military leave, ensuring compliance with applicable federal and state statutes.

Eligibility for Military Leave:

Active Duty Service:

Any regular full-time or part-time employee who is called into active service or voluntarily enlists in the Armed Forces of the United States, including the National Guard or Reserve, shall be granted a leave of absence for the duration of such service, not to exceed four (4) years, or as otherwise provided by federal or state statute.

National Guard and Reserve Training:

Employees required to participate in training or service as members of the National Guard or Reserve components of the Armed Forces shall be granted leave in accordance with current Township directives and applicable statutes.

Seniority Accrual During Military Leave:

Employees on active-duty military leave will continue to accrue seniority during their period of service, not to exceed four (4) years, or as otherwise provided by federal or state statute. Seniority accrued during military leave shall apply to all matters for which seniority is a determining factor, including promotions, transfers, lay-offs, and recall from lay-offs.

In cases where military service extends beyond four (4) years due to circumstances recognized under state or federal law, employees will continue to accrue seniority in accordance with applicable regulations.

Reinstatement After Military Service:

Upon honorable completion of military service, including active duty or training, the employee will be reemployed in their former position or a comparable position at the prevailing rate of pay for the job they are assigned to at the time of reinstatement.

Reinstatement is contingent upon the following conditions:

- o The employee must not have been dishonorably discharged.
- The employee must be physically, mentally, and emotionally capable of performing the job to which they are being reinstated.
- The employee must make a written request for reinstatement within ninety (90) days of discharge from active duty, or as otherwise provided by state or federal statute.

If the employee is unable to perform the duties of their former position due to physical, mental, or emotional conditions arising from their military service, the Township will make reasonable efforts to place the employee in an alternative position for which they are qualified, in accordance with state and federal law.

Compensation and Benefits During Military Leave:

Paid Military Leave for Training:

Employees called for National Guard or Reserve training are entitled to up to 30 days of paid military leave per calendar year, as required by law. If the employee's military pay during training is less than their regular Township salary, the Township will make up the difference in pay for the duration of the paid leave period.

Unpaid Leave for Extended Active Duty:

For periods of active-duty service that exceed the paid leave period or are otherwise not covered by paid leave, employees will be granted unpaid military leave. Employees may choose to use any accrued vacation, personal, or compensatory time during this period, but are not required to do so.

Health Insurance:

Employees on military leave are entitled to continue their health insurance coverage during the first 30 days of leave at no additional cost. For extended leave beyond 30 days, employees may elect to continue their coverage under COBRA, with the employee responsible for the applicable premiums.

Rights During National Guard or Reserve Training:

Employees who are absent from work due to mandatory National Guard or Reserve training will be granted leave in accordance with Township directives and Civil Service regulations.

The Township will follow applicable federal and state laws regarding providing time off for drills, annual training, or active-duty assignments associated with the National Guard or Reserves.

Employees will not be penalized in terms of job assignments, promotions, or other employment benefits as a result of their participation in National Guard or Reserve duties.

Compliance with Federal and State Laws:

The Township will comply with all relevant federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA), New Jersey Civil Service regulations, and any other applicable statutes or regulations concerning military leave and reemployment rights.

Job Protection and Non-Discrimination:

Employees will not be subjected to discrimination or adverse treatment due to their military service or their status as a member of the Armed Forces, National Guard, or Reserves.

The Township will take necessary measures to ensure that employees who return from military service are reinstated in accordance with the law and that their seniority, benefits, and job security are protected.

Section XXIX - IN ACCORDANCE WITH TOWNSHIP PERSONNEL POLICIES AND PROCEDURES MANUAL

All matters related to General Personnel Policies, Employee Benefits, Leaves of Absence and Personnel Rules and Regulations not specifically covered in this Collective Bargaining Agreement are established in the Township of Mount Olive Personnel Policies and Procedures Manual adopted annually by the Township Council.

Section XXX - PROPERTY OF TOWNSHIP OF MOUNT OLIVE

All Township owned property will be kept in good working order. All Communication Officers are required to notify their supervisor of any malfunctioning or unserviceable equipment, once it is determined that said equipment is not in good working order.

Section XXXI - SAVINGS CLAUSE

It is understood and agreed that if any provision of this agreement or the application of this agreement to any person or circumstance shall be held invalid, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

Section XXXII - LEGAL

In accordance with N.J.S.A. 40A:14-28, whenever an employee who is a member of the Union is a defendant in any action or legal proceeding arising out of or incidental to the performance of his or her duties, the Township shall provide said employee with counsel and costs incidental to such representation for the defense of such action or proceeding, other than for his or her defense in a disciplinary proceeding instituted against him by the Township, or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the employee, he or she shall be reimbursed for the expense of his or her defense.

Section XXXIII - NO STRIKE CLAUSE

The employees agree to comply with the existing laws of the State of New Jersey prohibiting public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Township.

Section XXXIV - COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire Collective Negotiations Agreement between the parties and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective negotiations leading to the signing of this Agreement.

Section XXXV - TERMINATION AND EXTENSION OF AGREEMENT

The term of this Agreement shall be from January 1, 2025, through December 31, 2028.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this 5th day of March 2025.

ATTEST:

TOWNSHIP OF MOUNT OLIVE

Mayor

Joe Nicastro

Township Business Administrator

Andrew Tatarenko

Township Clerk

Susan Gouveia

FMBA President

Storm Shawl

Delegate - Vice President

John Johansen

Attachment A

Employee	Starting Step	1/1/2025	Step on Anniversary	1/1/2026	Step on Anniversary	1/1/2027	Step on Anniversary	1/1/2028	Step on Anniversary
Mirsik	Step 7	\$80,000.00		\$82,200.00		\$84,460.50		\$86,783.16	
MacDonald	Step 7	\$80,000.00		\$82,200.00		\$84,460.50		\$86,783.16	
Johansen	Step 7	\$80,000.00		\$82,200.00		\$84,460.50		\$86,783.16	
Hammell	Step 7	\$80,000.00		\$82,200.00	***************************************	\$84,460.50		\$86,783.16	
Shawt	Step 5	\$71,500.00	\$ 76,500.00	\$78,603.75	\$ 82,200.00	\$84,460.50		\$86,783.16	
O'Keefe	Step 5	\$71,500.00		\$78,603.80		\$84,460.50		\$86,783.16	
Savarese	Step 3	\$62,000.00	\$ 65,000.00	\$66,787.50	\$ 73,466.25	\$75,486,57	\$ 80,765.35	\$82,986.40	\$ 86,783.16
Barbosa	Step 2	\$58,000.00		\$59,595.00	\$ 63,705.00	\$65,456.89		\$70,511.32	\$ 77,562.45
Quatro	Step 2	\$58,000.00		\$59,595.00		\$65,456.89		\$70,511.32	\$ 77,562.45
Employee			Anniversary Date		Anniversary Date		Anniversary Date		Anniversary Date
					Table 1		Anniversary Date		Anniversary bate
Shawl			7/27/2025		7/27/2026				
Savarese			12/11/2025		12/11/2026		12/11/2027		12/11/2028
Barbosa					6/8/2026		6/8/2027		6/8/2028
Quatro					10/12/2026		10/12/2027		10/12/2028