

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

**JANUARY 1, 2011 - DECEMBER 31, 2014**

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## ARTICLE I

### PREAMBLE

This Agreement, entered into this 20 day of April, 2011, by and between the Township of Monroe, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and the Monroe Township Superior Officer's Association, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Township and the Association.

## ARTICLE II

### RECOGNITION

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

## ARTICLE III

### FULLY BARGAINED AGREEMENT

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

B. At any time during the term of this Agreement, either the Township or the

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

#### ARTICLE IV

#### NEGOTIATION OF SUCCESSOR AGREEMENT

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

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

C. This Agreement shall be in full force and effect from January 1, 2011 to December 31, 2014.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

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

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

2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

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

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

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

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

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

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

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

## ARTICLE VI

### SALARIES / LONGEVITY

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

<u>Position</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<u>Sergeant</u>	<u>106,920</u>	<u>109,058</u>	<u>111,239</u>	<u>113,464</u>
<u>Lieutenants</u>	<u>117,454</u>	<u>119,803</u>	<u>122,199</u>	<u>124,643</u>

For computation purposes, beginning of service shall commence on January 1<sup>st</sup> of the subject year for all employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> of the subject

year; or July 1<sup>st</sup> of the subject year for all employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> of the subject year.

The yearly salary for each calendar year will be based on 260 workdays in 2011, 261 workdays in 2012, 261 workdays in 2013 and 261 workdays in 2104.

**B. LONGEVITY**

The Township will provide longevity compensation as follows:

Start of 5 <sup>th</sup> year:	-----	4%
Start of 10 <sup>th</sup> year:	-----	6%
Start of 15 <sup>th</sup> year:	-----	7%
Start of 20 <sup>th</sup> year:	-----	9%
Start of 24 <sup>th</sup> year:	-----	11%

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

D. Time spent by a Police Officer testifying in court or other proceedings is compensable time if such time spent testifying (whether voluntary or mandated by the courts) is required by the Township, if the Officer's attendance at the proceeding is intended to benefit the Township or if the Officer's attendance at the proceeding is a direct result of the performance of the Officer's official Police duties.

**ARTICLE VII**  
**HOURS OF WORK AND OVERTIME**

A. The normal working week for steady day personnel shall consist of an eight (8) hour workday schedule as follows: five (5) days on followed by two (2) days off and then four (4) days on followed by three (3) days off. All uniformed personnel

covered by this agreement shall work a nine (9) hours work day schedule as follows: five (5) days on followed by three (3) days off, five (5) days on followed by three (3) days off, five (5) days on followed by four (4) days off. Employees are required to report for work fifteen (15) minutes prior to the commencement of their work shift. For the purpose of calculating time off, personal days, vacation, compensatory time off, and sick days will equal eight (8) hours for day personnel and nine (9) hours for uniformed personnel. Effective January 1, 1989, whenever an employee is required to work overtime in excess of and in continuation of his regular day's shift, he shall be compensated at the rate of one and one half (1 ½) times his regular hourly rate of pay for all time worked over his normal shift period. The employee may also elect to take compensatory time in lieu of money. Such time to be calculated at the time and one half rate. No employee shall maintain an amount in excess of eighty (80) hours compensatory time "on the books". Compensatory time use, if elected in two (2) hour blocks cannot be canceled once it is scheduled.

The parties agree to a re-opener on the work schedule. The re-opener shall take place upon written notification by either party to the other. In no event shall the re-opener be later than January 1, 2013, nor shall the fact that the Township has agreed to a reopener be taken to imply that the Township acknowledges a need for a change in the work schedule.

B. If an employee is recalled to unscheduled duty for any reason during a period when the employee is not scheduled for work, including but not limited to emergencies, department hearings (excluding grievances and arbitration) without at least seventy two (72) hours prior notice, he shall be paid for all hours worked and shall



receive a minimum of four (4) hours compensation at time and one half (1 ½) regardless of whether or not said employee works such entire four (4) hour period. Any overtime performed by an employee on his day off in excess of eight (8) hours shall be compensated at the rate of double time.

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

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

until the observed day.

E. If an employee is recalled to work during his/her vacation, said employee shall receive compensation at a rate of one and one-half (1 ½) his/her regular rate of pay. In addition, said employee shall have the vacation day credited to his/her available vacation time of the applicable year.

F. If all Township Offices close with the exception of the Township Road Department, all employees of the Police Department are to receive compensatory time, from 9:00 am of the day in question to 9:00 am of the following workday.

G. If an Officer is assigned to school on his days off, he will be entitled to the same number of days off at the completion of school.

H. If an Officer is scheduled for any training, including schools, on a regular day off, the Officer will be compensated with time and one-half, for such training.

### **ARTICLE VIII**

#### **CLOTHING ALLOWANCE AND REPLACEMENT**

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

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

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

## ARTICLE IX

### SICK LEAVE

#### A. Sick Leave

1. Each member of the Police Department shall be entitled to twelve days of sick leave for the calendar year. Sick days shall be granted to each full time employee who through bona fide sickness or injury becomes incapacitated to a degree that it makes it impossible for him to perform the duties of his position or whom a physician quarantines because he has been exposed to a contagious disease.

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

3. Employees in their first year of employment shall be entitled to

one day of sick leave for each month of employment.

4. Sick leave may be accumulated without limit during each employee's length of service.

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

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

7. The Township agrees to provide employees with up to one hundred twenty (120) calendar days of extended sick leave in the event that a debilitating sickness and/or injury is incurred while off the job excluding any sickness or debilitating injury incurred while in the employ of some third party to include self-employment. Certification by the Township physician that the employee has sustained a debilitating

sickness and/or injury will be required. Such certification shall be submitted at least once each month during the disability unless waived by the Township Administrator and shall be based either on examination by the Township physician or consultation by him with the treating physician.

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

9. An employee availing himself/herself of extended sick leave benefits must file for any applicable private, state or federal income protection programs which are available. The employee shall reimburse the Township for extended sick leave benefits from any compensation he/she receives under worker's compensation, disability or private income insurance protection program, excluding lump sum settlements for partial or permanent disability awards.

10. **Sick Time Incentive Program:** Employees earn sick time at a rate of one (1) day per month or twelve (12) days per year. Once an employee has earned and accumulated a "bank" of thirty (30) days, that employee may choose to utilize the sick time incentive program.

Under this program, the employee may convert sick days, earned or anticipated which are in excess of his "bank", into compensatory days. The maximum number of days an employee may convert in a calendar year is ten (10). Days which are converted must be utilized in the year they are requested, as compensatory time secured under this program are not cumulative. If an employee earns his "bank", then requests to

convert ten (10) of his anticipated twelve (12) days into compensatory days, he is left with his "bank" plus two (2) excess days. Should the need arise for this employee to utilize three (3) or more sick days during the balance of that year, he will have violated his "bank" and will be required to earn back the days needed to complement the thirty (30) day "bank" before he is again eligible to convert days. Anticipated sick days cannot be used to satisfy the thirty (30) day "bank" replacement.

**ARTICLE X**

**VACATION**

Years of continuous full time employment with Township	Vacation Days
1 year	10 Days
2 – 4 years	15 Days
5 – 8 years	18 Days
9 – 14 years	20 Days
15 – 20 years	24 Days
21 years or over	26 Days

New employees shall not be eligible to take vacation during the first ninety (90) days of their employment. Vacations shall be scheduled by the Chief of Police/Director of Public Safety in keeping with considerations related to seniority, work load and good

staffing practices to insure efficient operation of the Department. The Chief of Police/Director of Public Safety will solicit vacation requests from employees in the early part of the year.

**ARTICLE XI**  
**HOLIDAYS**

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

The following holidays are designated as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
2 Floating Holidays	Christmas Day

Each employee covered by this Agreement shall be entitled to fifteen (15) paid holidays listed above.

The holiday benefit shall be paid to each employee and included and rolled-in as part of the contractual base wage and paid in routine paychecks. Payment for any time

worked on a holiday which he/she is entitled to work, he/she must apply for time off (comp, personal, etc.) just as he/she would for any other day. Should an employee wish to be off on a holiday, which he is/she is scheduled to work, he/she must apply for time off (comp., vacation, personal, etc.) just as he/she would for any other day.

**ARTICLE XII**  
**LIFE INSURANCE**

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

**ARTICLE XIII**  
**HEALTH INSURANCE**

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

1. Hospitalization, medical and major medical insurance for the employees and their spouse and children or domestic partner of employees providing they have a valid certificate of Domestic Partnership. Effective May 1, 2011 the Township shall provide health coverage through the AETNA Choice POS – New Jersey Health Plan for active employees. If the Middlesex County HIF allows municipalities to participate in its health benefits plan, than the parties agree to review, evaluate and discuss the merits of changing to that health plan, without obligation to either party.

2. New Jersey Dental Service Plan “Delta Dental Plan” is based on upon



customary and reasonable fee concept as follows:

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

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

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

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

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

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

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

5. Effective January 1, 2002, the Township shall provide, at no cost to the employee, full hospitalization, Medical and Major Medical insurance, the prepaid prescription coverage(\$4.00 co-pay) for retiree's children, until the end of the year in which the child attains age twenty-three (23). This benefit is retroactive.

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

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

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

B. The Township will provide maternity coverage through its insurance carrier. In addition, the Township will provide a maximum of \$700.00 per incident, towards maternity costs not covered by the above plans. The employees shall notify the Township immediately upon becoming aware of the pregnancy, in writing and shall submit all claims to insurance carriers on a timely basis. Immediately after delivery, the employee shall ascertain amounts he believes are obligations of the Township in terms of reimbursement under this paragraph. The Township agrees that in the case of maternity benefits, if the employee has not previously met his deductible requirements, he shall be reimbursed for the deductible amount as part of his \$700.00 maximum.

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

D. When a retired employee attains the age of 65, they shall take Part "B" of the Medicare Health System. Medicare at age 65 will be the retiree's primary insurance carrier and the provider supplied by the Township will be secondary.

E. Maternity Leave

1. Granted to all full-time female employees who are covered by this agreement pursuant to Article II.

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

3. Paid leave is for 60 days but employees may exercise the option of the beginning of leave as long as delivery comes within 60 days.

4. It will not be required for employees to use their sick time first when on maternity leave, providing they have been employed for two (2) years. While on maternity leave employees shall accumulate sick days in accordance with the contract formula of one (1) day per month.

a. Job held open for six (6) months. Individual shall be

placed at the same position on the same salary schedule that she would have attained had she been employed by the Township during that period.

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

G. Each Employee shall have the individual annual option of opting out of health care coverage. In the event of an opt-out then the individual Employee shall receive fifty percent (50%) of the health care premium expense to be computed upon and not to exceed fifty percent (50%) of 2007 premium levels. New employees and current employees who did not have an opt-out waiver filed prior to May 22, 2010, shall receive 25% or \$5,000, whichever is less. Said option shall be exercised no later than November 1 of the preceding year of the opt-out year and the resulting payment shall be made to the individual Employee no later than the second payroll in November of the opted-out year.

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

I. Future retirees shall be maintained at the health care coverage levels and benefits in effect at the time of their retirement. The continuation of the provisions of paragraph A9 of this Article is acknowledged.

J. It is the intention of this section to continue the benefits of this Article to the spouse and dependent children of any officer who may lose his/her life as a result of engaging in a police related incident responsible for that loss of life. Therefore, the

spouse and dependent children of any officer who may lose his/her life while engaged in the performance of their duties in a police related incident shall receive all benefits under this Article as if that officer retired.

#### ARTICLE XIV

#### WORK IN HIGHER RANK

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

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

#### ARTICLE XV

#### EDUCATION BENEFITS

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

B. Associate Degree (total requirement 60 credits). Upon obtaining fifteen

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

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

D. Masters Degree (total requirement 36 credits of graduate work). Upon obtaining nine (9) credits towards a Masters Degree, the employee will receive upon submission of a certified copy of his post graduate transcript, in addition to his base pay fifteen dollars (\$15.00) per certified credit each year. There will be no economic benefit applied until an officer obtains a minimum of 9 credits. In order to be entitled to the benefits as conferred by this section, employee must achieve a minimum grade of "C" or its numerical equivalent.

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

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

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

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

H. If a breach in the pursuit of a given degree program extends two (2) years without activity on the employee's part, any previously accomplished credit allotments shall become null and void and shall not be considered by the Township unless the employee becomes re-enrolled on a continuous basis.

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

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

advanced degree, the next appropriate section shall commence:

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

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

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

## ARTICLE XVI

### ASSOCIATION RIGHT AND PRIVILEGES

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



of the business of Township government or normal duties of the employees.

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

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

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

## ARTICLE XVII GRIEVANCE PROCEDURE

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

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

C. **Definition**

A grievance is a complaint about the interpretation, application or alleged

violation of policies, agreements or administrative decisions affecting any member of the bargaining unit.

**D. Days**

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

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

E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or association shall institute action under the provisions hereof within five (5) days after the event giving rise to the grievance has occurred or when the employee or Association knew or should have known of the event and earnest effort shall be made to settle the differences between the aggrieved employee and the immediate superior for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within three (3) days of the initial discussion with the immediate superior, the employee or the Association

may present the grievance in writing within three (3) days thereafter to the immediate supervisor. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate superior will answer the grievance in writing within five (5) days of the receipt of the written grievance.

Step Three: If the aggrieved or Association wishes to appeal the decision of the immediate superior, such appeal shall be presented in writing within ten (10) business days of the written response from the immediate superior. In the event that the aggrieved employee is a Sergeant, he shall submit his appeal to the Captain. In the event that the aggrieved employee is a Lieutenant, he shall submit his appeal to the Chief of Police. The Chief of Police or Captain will have ten (10) days in which to answer the grievance in writing.

Step Three A: If a Sergeant wishes to appeal the decision of the Captain, such appeal shall be presented in writing to the Chief of Police within ten (10) days of receiving a written response from the Captain.

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

**Step Four: Arbitration**

a. If the grievance has not been resolved at Step 3B, then within thirty (30) days from determination of the grievance at Step 3B, the Association may submit the grievance to arbitration.

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

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

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

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

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

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

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

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

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

**ARTICLE XVIII**  
**MILEAGE ALLOWANCE**

The Township agrees that whenever an employee is required to utilize his personal vehicle in the performance of Township business, he shall be reimbursed at the mileage rate established by Ordinance or at the I.R.S. rate per mile, whichever is the greater amount for same. The employee shall be required to submit a requisition form

provided by the Director of Public Safety/Chief of Police outlining the duty performed, starting point, destination and mileage involved.

**ARTICLE XIX**  
**EMPLOYEE FILE**

A. No material, including but not limited to work evaluation, reprimands, or criticisms, shall be placed into an employee's personnel file without the employee's knowledge of the instrument to be filed and without the employee's written acknowledgment, or if the employee refuses to sign the instrument, a notation on the instrument stating that "this instrument was shown to the subject employee prior to filing in the presence of the Chief of Police and the undersigned member of the staff on day, time, and date."

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Signature of witness from Chief of Police staff

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

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

C. An employee shall within five (5) working days of a written request to the Chief of Police/Director of Public Safety, have an opportunity to review his personnel folder in the presence of an appropriate official of the Police Department to examine any

criticism, commendation or any evaluation of his work performance or conduct prepared by the Township during the term of this agreement. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein. The Township, with the employee's full acknowledge of the contents, may counter-respond in writing to any material inserted by the employee.

## ARTICLE XX

### EMPLOYEE'S RIGHTS

#### A. Rights and Protection in Representation.

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

**B. Statutory Savings Clause**

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

**C. Just Cause Provision**

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any employee advantage, or given an adverse evaluation of his service without just cause. Any such action asserted by the Township, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

**D. Public Criticism of Officers**

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

**ARTICLE XXI**

**DISCRIMINATION AND COERCION**

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



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

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

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

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

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

The parties hereto record that all discriminatory activities as set forth hereinabove, are an anathema to the welfare of our community and its citizens and residents and the

public in general. Accordingly the parties agree to cooperate in the fostering and development of all educational curricula that can be utilized for the further training of our employees to this end.

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

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

## ARTICLE XXII REPRESENTATION FEE

### A. Purpose of Fee

If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by this Association as majority representative.

### B. Amount of Fee.

#### 1. Notification

Prior to the beginning of each membership year, the Association will notify the

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

2. Legal Maximum

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

C. Deduction and Transmission of Fee

1. Notification

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

2. **Payroll Deduction Schedule**

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

3. **Termination of Employment**

If an employee who is required to pay a representation fee terminates his/her employment for any reason or cause before the Association has received the full amount of the representation fee to which it is entitled under this Agreement the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. **Mechanics**

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

monies are receipts from the representation fee.

5. Changes

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

6. New Employees

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

D. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards and submitted by the Association to the Township or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such charged deduction.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of employees, subject to this Agreement, dues from the Association and such deductions shall be made in

compliance with chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e) as amended. Said monies collected for each month, together with records of any corrections shall be transmitted to the Association Treasurer on or before the 15<sup>th</sup> day of the following month.

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

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

## ARTICLE XXIV

### MAINTENANCE OF WORK OPERATIONS

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

action would constitute a material breach of this Agreement.

B. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting such activity by any other employee or group of employees of the Township and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

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

**ARTICLE XXV**  
**MAINTENANCE OF BENEFITS**

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

**ARTICLE XXVI**  
**SAVINGS CLAUSE**

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

**ARTICLE XXVII**  
**COPIES**

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

**ARTICLE XVIII**  
**NO UNILATERAL CHANGES**

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

**ARTICLE XXIX**  
**PERSONAL DAYS**

Personal days – employees covered by the provisions of this agreement shall be entitled to four (4) non-cumulative days a year leave of absence with pay for personal business. Said leave shall not be taken unless (48) hours notice thereof has been given to



the employee's supervisor. In the event that less than (48) hours notice is given to the employee's supervisor, said leave may be taken only by authorization of said supervisor. The Township reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction (immediately before or after) with vacation, holiday or sick leave unless extenuating circumstances prevail. The use of personal days shall be for addressing unforeseeable personal problems requiring an individual's attention on a timely basis. Personal days shall not be used as vacation days or extensions of long weekends accrued through the holiday provisions of this Contract. Personal days are non-cumulative.

**ARTICLE XXX**  
**BEREAVEMENT LEAVE**

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

<u>Relationship:</u>	<u>Maximum Bereavement Days</u>
Spouse, child, mother, father, brother, sister or Spouse's parent.....	5
Immediate family (defined to mean grandparents, grandchild or any relative of the employee's household).....	3
Non-immediate family (defined to mean aunt, uncle, niece, nephew, brother-in-law, sister-in-law).....	1

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

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

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

#### **ARTICLE XXXI**

#### **SICK LEAVE PAYMENT UPON RETIREMENT**

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

B. In order to enjoy this benefit, an employee must provide the Township with one year prior notice of his/her intention to retire in writing. The rules and regulations regarding retirement shall be consistent with those established by the Police and Fireman's Retirement System.

#### **ARTICLE XXXII**

#### **DURATION**

This Agreement shall be in full force and effect as of January 1, 2011 and shall

remain in effect to and including December 31, 2014. This Agreement shall continue in full force and effect from year to year, thereafter, until one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days prior to the expiration of this Agreement.

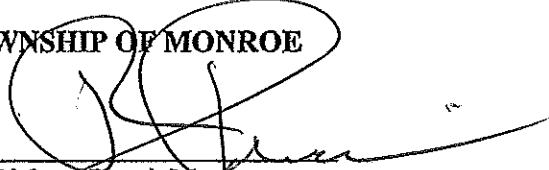
It is agreed upon that longevity and the yearly holiday pay compensation that is paid in the routine paychecks will not be factored in to compute overtime rates and longevity. The Township will be held harmless in the event the State Division of Pension and Benefits deemed this practice to be not permissible.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Monroe, New Jersey on this 17 day of JUNE 2011.

**MONROE TWP SOA**

By:   
Christian Hays, SOA President

**TOWNSHIP OF MONROE**

By:   
Richard Pucci, Mayor

By:   
Wayne Hamilton, BA