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1989

RUTGERS UNIVERSITY

AGREEMENT
BETWEEN

Mount Olive Township
TOWNSHIP OF MOUNT OLIVE
(New Jersey)

AND

MOUNT OLIVE POLICEMEN'S ASSOCIATION

January 1, 1987, through December 31, 1989

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PREAMBLE

THIS AGREEMENT, made and entered into this _____ day of _____, 1988, by and between the Township of Mount Olive, a municipal corporation in the County of Morris and State of New Jersey, (hereinafter designated as the "Township") and the Mount Olive Policemen's Association (herein designated as the "Association") do hereby state the following:

WHEREAS, pursuant to the provision of Chapter 303 of the Laws of 1968 of the State of New Jersey, the Association has submitted itself as the proposed representative for the Mount Olive Township Police Department, exclusive of the positions of Lieutenant, Captain, Deputy Chief, and Chief, as well as all other employees of the Township of Mount Olive. Furthermore, said Association has been recognized by the Township as the exclusive bargaining agent for all members covered by this Agreement.

NOW THEREFORE, in consideration for services performed by the members of the Association and the mutual covenants hereof, it is agreed as follows:

ARTICLE I
APPLICABILITY

The provisions of this Agreement shall apply only to full-time Patrolmen, Sergeants and Detectives (hereinafter referred to as police officers) of the Mount Olive Township Police Department.

In the event of the death of an employee covered by this Agreement, the estate of said employee shall receive all compensation herein and in the amounts to which the employee was entitled as of the date of death.

ARTICLE II

WAGES

A. The salaries of the police officers in the Township for the term of this Agreement shall be as set forth in Schedule A annexed hereto. Effective January 1st of each year, each officer will be placed in the same step where the officer was as of December 31st of the preceding year. New hires will start at Step 1.

B. Officers not at the maximum will move to the next step on their anniversary date. However, in the case of Sergeants, the officer will move to the next step on the pay scale on the anniversary date of their promotion.

C. Any police officer working at a higher classification, as determined by the Chief of Police or his designee, shall receive the salary rate applicable to the higher classification for the duration of the period said employee performs the duties of the higher classification. This rate shall be at the lowest step in the higher classification and will give the police officer not less than one step increment in the salary scale of the permanent rank.

D. Persons formally assigned by official action to the Detective Bureau shall receive a stipend of One Thousand Three Hundred (\$1,300.00) Dollars per year, in addition to their regular base salary. Such stipend will be payable with the payroll check applicable to the first pay period in November.

ARTICLE III

LONGEVITY

A. Each year of this Agreement, longevity pay, based on a percentage of the base salaries as specified in Article II of this Agreement, shall be paid to all police officers who were hired prior to September 19, 1979, in accordance with the following schedule:

1. After the completion of two (2) full years of service and up to the completion of three (3) full years of service....one (1%) percent.

2. After the completion of three (3) full years of service and up to the completion of five (5) full years of service....two (2%) percent.

3. After the completion of five (5) full years of service and up to the completion of ten (10) full years of service....four (4%) percent.

4. After the completion of ten (10) full years of service and up to the completion of fifteen (15) full years of service....five (5%) percent.

5. After the completion of fifteen (15) full years of service....six (6%) percent.

B. For all police officers who are hired after September 19, 1979, longevity pay will be paid, based on a percentage of the base salary specified in Article II of this Agreement, in accordance with the following schedule:

1. After the completion of five (5) full years of service and up to the completion of ten (10) full years of service....four (4%) percent.

2. After the completion of ten (10) full years of service and up to the completion of fifteen (15) full years of service....five (5%) percent.

3. After the completion of fifteen (15) full years of service....six (6%) percent.

C. Longevity shall be based upon the salary in the year of service, as of November 30th of that year, and shall be paid to employees covered by this Agreement in the first payroll check paid in December.

ARTICLE IV

WORK PERIOD, SCHEDULE OF HOURS

A. Definitions

1. "Straight time" shall be defined as the regular hourly rate of pay, as determined by dividing the number of work hours (an 8 hour day) in a calendar year by the annual salary.

2. "Premium overtime" shall be defined as straight time pay multiplied by one and one-half (1 1/2).

B. The Chief of Police or his designee shall set all work schedules and shifts in accordance with police division policy.

C. It is recognized by both parties that a police officer's regularly scheduled work period may exceed forty (40) hours. In no event, unless excepted in this section, shall any police officer work more than an average of forty (40) hours per week over a four (4) week period without authorization by the Department Director or his designated representative. All hours which exceed an average of forty (40) hours per week over a four (4) week period shall be compensated at premium overtime, provided that firearms qualification time shall be paid on a straight time basis. All hours worked in excess of eight (8) hours in any particular day shall also be compensated at premium overtime.

D. A police officer assigned to the Detective Bureau will not be eligible for premium overtime pay. However, any Detective who works beyond his regularly scheduled work period will receive compensatory time off. Compensatory time off may only be taken with the approval of the Chief of Police or his designee. Compensatory time will be given on a straight time basis, except as noted below.

E. The Township agrees to pay a minimum of four hours unscheduled call-out time at premium overtime when an off-duty police officer is called out of his residence provided that he works for the entire time. However, if the police officer works for less than four (4) hours, he shall be paid for the exact time worked with a minimum of two (2) hours call-out pay at premium overtime. This section does not apply to Detectives covered by this Agreement.

F. Compensatory time off on a straight time basis may be taken in lieu of premium overtime. As of April 14, 1986, compensatory time off will be given on a time and one-half (1 1/2) basis in accordance with the Fair Labor Standards Act as amended. This will apply to members of the Detective Bureau who are already receiving compensatory time in lieu of overtime. Such time may only be taken with the written permission of the Chief of Police or his designee.

G. Any absence without notice for five (5) consecutive days shall constitute grounds for disciplinary action up to and

including dismissal in the event of flagrant offenses. No action covered by this subsection may be taken without a hearing, unless waived by the officer.

H. The terms of the interest arbitrator's award in PERC Docket No. IA-87-79 are hereby incorporated by reference into this contract, and the Township shall retain the right to determine whether the form of payment for overtime or premium time shall be as either cash or compensatory time.

ARTICLE VI

SICK LEAVE

A. Accumulation of Sick Leave

1. All full-time police officers covered by this Agreement who are hired on or before June 7, 1985, shall receive sick leave with pay on the basis of:

(a) First sixty (60) days of employment - no leave.

(b) Sixty (60) days to one (1) year of service - one (1) day per month retroactive to date of employment.

(c) After one (1) year of service - one and one-sixth (1 1/6) days per month.

2. All full-time police officers covered by this agreement who are hired after June 7, 1985, shall receive sick leave with pay on the basis of:

(a) First sixty (60) days of employment - no leave.

(b) Sixty (60) days of employment until employee reaches top of wage scale - one (1) day per month retroactive to the date of employment:

(c) Once employee reaches top of wage scale - one and one-sixth (1 1/6) days per month.

3. Accrued sick leave may be utilized by police officers when they are unable to perform their work by reason of

personal illness, personal injury, or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the police officer's immediate family as defined below.

4. Any police officer retiring under the Police and Firemen's Retirement System, and who is on the payroll of the Township on or before January 1, 1986, shall be given additional compensation based on his final rate of pay for all accumulated and unused sick leave up to one hundred twenty (120) days, effective on his date of retirement, provided that the Township is given not less than one hundred eighty (180) days notice of his retirement. The same policy shall be followed for any police officer retiring under the disability provisions of the Police and Firemen's Retirement System.

5. Any police officer, who is hired after January 1, 1986, and retires under the Police and Firemen's Retirement System, shall be given additional compensation based on his final rate of pay for all accumulated and unused sick leave up to ninety (90) days, effective on his date of retirement, provided the Township is given not less than one hundred eighty (180) days notice of his retirement. The same policy shall be followed for any police officer retiring under the disability provisions of the Police and Firemen's Retirement System.

B. Reporting of Absence on Sick Leave

1. If a police officer is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the police officer's starting time. Failure to so notify one's superior in accordance with the previous sentence may be cause for denial of sick leave for that absence and constitute cause for disciplinary action.

2. Verification of Sick Leave -- a police officer who shall be absent on sick leave for four (4) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of a police officer on sick leave at any time. Abuse of sick leave shall be cause for disciplinary action.

3. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required of a police officer prior to resuming duties.

4. The Township may require a police officer who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether or not the police officer is capable of performing his normal duties and that his return will not jeopardize the health of the other police officers.

C. Police officers may use three (3) days per year of their accumulated sick leave as personal days, provided that the Chief of Police or his designee has approved the request and notice of an intention to utilize sick leave for personal days is given to him at least two (2) days before leave is to be taken.

ARTICLE VII

OTHER LEAVES

A. Workers Compensation Leave

If a police officer is incapacitated and unable to work because of an injury which occurred while in the line of duty, he shall be paid for up to sixty (60) days of injury leave with full pay during the period in which he is unable to perform his duties as certified by a physician designated by the Township. However, if an employee has reached the top of the wage scale, he shall be compensated up to a maximum of ninety (90) days of injury leave with full pay during the period in which he is unable to perform his duties as certified by a physician designated by the Township. In either case, this leave shall not be charged to sick leave. Such payments shall be discontinued when a police officer is placed on a disability leave or pension. In addition, said injury leave pay will be reduced by any payment received from Workers' Compensation so that the employee receives no more than his basic rate of pay.

B. Bereavement Leave

1. In the case of death in the immediate family, a police officer shall be granted leave from the day of death up to and including the day after the funeral, but, in no event, shall said leave exceed three (3) days. Additional leave up to a total of five (5) days may be taken, but all such bereavement leave which exceeds three (3) days must be charged to sick leave.

2. Immediate family shall be defined as the spouse, child, stepchild, mother, father, brother, sister, grandparents of the employee or of his/her spouse.

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

4. Bereavement leave up to the maximum specified above may be taken for relatives other than those listed in Section 2 above, but all such bereavement leave shall be charged against the employee's sick leave.

C. Leave Without Pay

The Township Administrator or his designee may grant a leave of absence without pay to a police officer up to a maximum of sixty (60) days, provided that the leave of absence is for educational or serious personal reasons. Further, no leave of absence shall be given to permit a police officer to take other employment. Any such leave shall be considered as part of a continuous service for purposes of employee benefits. Requests for such leave must be made in writing to the Chief of Police.

D. Professional Day

If an officer is assigned to an approved training class on what would normally be his day off, he shall receive pay for that period equivalent to his normal straight time rate of pay for that period., except as provided in Article IV Section C.

ARTICLE VIII

VACATIONS

A. All police officers covered by this Agreement shall earn the following vacation based on length of service with changes occurring on the anniversary date:

1. Less than five (5) years of completed service - five-sixths ($5/6$) of a day per month of service, provided that no vacation can be taken until completion of the employee's first six (6) months of service.

2. Over five (5) years but less than ten (10) years of complete service - one and one-fourth ($1 \frac{1}{4}$) days per month.

3. Over ten (10) years but less than eighteen (18) years of complete service - one and two-thirds ($1 \frac{2}{3}$) days per month.

4. Over eighteen (18) years but less than twenty-five years of complete service - two and one-twelfth ($2 \frac{1}{12}$) days per month.

5. Over twenty-five (25) years of complete service - two and one-half ($2 \frac{1}{2}$) days per month.

B. The amount of vacation time taken in any one anniversary year may not exceed the amount earned over a one (1) year period except with the written approval of the

Township Administrator and the Chief of Police. Such approval shall not be unreasonably denied.

C. All benefits, rights and duties not specifically set forth in this Agreement but which relate to vacation, either substantively or procedurally, shall be maintained as has been the prior practice with the Department.

D. Any police officer leaving the employ of the Township, or who dies while in the employ of the Township shall be compensated for all unused accumulated vacation and holidays up to the day separation or death occurs.

ARTICLE IX

HOLIDAYS

A. All police officers will be granted thirteen (13) holidays per year, which are as follows:

New Year's Day	Columbus Day
Washington's Birthday (President's Day)	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Christmas Day
	Martin Luther King's Birthday

B. In addition, the Township agrees to give police officers 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, excluding the day after Christmas day.

C. Police officer's holidays will be added to their vacation time and may generally be taken only as earned as per vacation policy. However, police officers 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 (which is usually to be taken in five (5) day blocks). This option is subject to the approval of the Chief of Police or designee, and must be made in writing to the Chief or designee within five (5)

of the day being requested. Such approval of a request will not be unreasonably withheld. In emergency situations, an employee may seek the Chief's approval without providing the notice stated above.

ARTICLE X

EDUCATIONAL BENEFITS

A. Subject to certain conditions, police officers shall receive, in addition to their salary and other salary-benefits, the following additional college incentive sums:

1. Fifteen (\$15.00) dollars per annum per credit for one (1) through twenty (20) credits;

2. Twenty (\$20.00) dollars per annum per credit for twenty-one (21) through forty (40) credits;

3. Twenty-five (\$25.00) dollars per annum per credit for forty-one (41) through sixty-seven (67) credits.

Only those credits for which a minimum grade of C or better is received shall be considered for payment. No incentive payment shall be given for any credits above sixty-seven (67).

B. All credits must be earned in the field of law enforcement, or in approved courses required for a degree in police science, whether on the associate or baccalaureate level.

C. 1. Should a police officer fail to enroll in school during any two (2) consecutive regular semesters, either during the same school year or in two (2) consecutive school years, the Chief of Police or designee is empowered to discontinue all payments for previous credits unless extenuating circumstances justify discontinuance of such college education. A regular

semester shall be considered "Fall" (approximately September to January) or "Spring" (approximately February to June). The Summer term shall not be considered a "regular semester" for purposes of this sub-section.

2. Discontinued credits under this Article may only be reinstated upon the police officer's obtaining either an associate or bachelor's degree in Police Science.

3. Upon receipt of either an associate or bachelor's degree, the police officer will be entitled to compensation for credits earned in receiving the degree for the term of his employment with the Township.

4. The Township agrees to reimburse any police officer of the cost of tuition and books for courses in the field of law enforcement or any other courses directly related to this position, upon successful completion of the course and if approved by the Chief of Police or designee. This reimbursement shall be granted only for courses for which a minimum passing grade of C or better is received. Tuition and book reimbursement shall be limited to the first sixty-seven (67) credits, which coincides with the incentive payments.

5. Payments under this Article shall be made with the payroll check applicable to the first pay period in November of each year.

ARTICLE XI
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a police officer arising out of the interpretation or application of the terms and conditions of this Agreement, for a claim of discrimination or violation of Department rules, regulations, or policy.

2. An "aggrieved police officer" is a person or persons making the claim.

3. A "party in interest" is an aggrieved police officer(s) or the Association and/or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

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

C. Grievance Procedure

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:

In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police, with a copy to the Superior Officer in charge. The Chief shall issue his written response within ten (10) days after the receipt of the grievance.

STEP TWO:

If the aggrieved police officer or the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented, in writing, to the Mayor or his designee (Township Administrator) within five (5) working days upon expiration of the Chief's response, whichever occurs first. The written appeal to the Mayor or his designee (Township Administrator) shall include the reasons for objecting to the Chief's decision. The Mayor or his designee will give his decision, in writing, within ten (10) working days of receipt of the written grievance.

STEP THREE:

1. For any grievance arising only out of the terms and conditions of this Agreement, which is not resolved to the satisfaction of the aggrieved police officer in Steps One and Two, he may within five (5) working days after receipt of the Mayor's (Township Administrator's) decision, notify the Mayor or his designee (Township Administrator) in writing that he wishes to

the matter to binding arbitration and may refer the grievance to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. All other grievances (i.e. discrimination, departmental rules and regulations and/or policies) shall end with the Mayor's (Township Administrator's) decision in Step Two..

2. The arbitrator selected shall hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date that the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of facts, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Mayor (Township Administrator) and the aggrieved police officer and shall be binding on the parties, pursuant to any rights of appeal available in the courts of New Jersey.

3. All the costs of arbitration, including the costs for the services of the arbitrator shall be borne equally by the aggrieved employee and the Township. The arbitrator shall not add to, subtract from, delete or modify in any way any provision of the Agreement which is at issue in the arbitration.

D. Waiver

Nothing herein shall be construed to prohibit the aggrieved employee and the Township from mutually waiving any of

rights, terms or provisions of this grievance procedure,
providing such waiver is in writing and executed by both the
aggrieved employee and the Administrator.

ARTICLE XIII

UNIFORM AND UNIFORM MAINTENANCE ALLOWANCE

A. Each police officer shall receive a uniform allowance allotment of five hundred (\$500.00) dollars per annum.

B. Each police officer shall receive an allowance for cleaning and maintenance of police uniforms of two hundred (\$200.00) dollars per annum.

ARTICLE XIV
MEDICAL INSURANCE

A. 1. The Township agrees to provide police officers covered by this Agreement with the same hospitalization, medical and surgical insurance coverage as is presently provided. The Township agrees to notify the Association of any change in these benefits at least sixty (60) days prior to the effective date of such change.

2. Effective January 1, 1989, the Township and the Association agree that the medical coverage provided herein will be maintained for employees who retire thereafter and their spouses not to exceed a cost stipulated herein.

The Township and Association agree that qualifications for the program will require that:

(1) An employee must have a minimum of fifteen (15) years of service with the Township of Mount Olive and must retire from the Township;

(2) The employee must leave employment in accordance with "retirement" as defined by Police and Fireman's Retirement System;

(3) An employee who retires pursuant to this Article and is the recipient of the health insurance described herein will be prohibited from re-entry into the health insurance program described herein in the event said employee should remove himself from the program during retirement.

(4) The maximum amount which shall be contributed by the employer towards health insurance herein shall not exceed \$1,300.00 per employee per annum.

B. Effective January 1, 1988, the New Jersey Dental Plan (Plan IIIA) shall be provided to each member of the bargaining unit on an employee basis only with the premiums paid by the Township.

Effective January 1, 1989, the New Jersey Dental Plan (Plan IIIA) with full family coverage shall be provided to members of the bargaining unit, and the premiums for same will be paid for by the Township.

ARTICLE XV
MANAGEMENT RIGHTS

A. The Township, through the Chief of Police, as well as all other corporate officers, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and of the United States, including, but without limitation, of the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities for activities of its employees;

2. The authority to hire all employees and, subject to the provisions of law, to determine the qualifications and conditions for employment and continued employment.

3. The authority to promote, assign and transfer employees and determine personnel manning requirements;

4. The authority to take disciplinary actions as necessary.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under any national, regional, state, county or local laws or ordinances.

ARTICLE XVI

PROVISIONS FOR REMOVAL

Where a charge or charges are made against a police officer covered by this contract, N.J.S.A. 40A:14-147 to 14-151 shall regulate the procedure covering the same and shall supercede the provisions of this Agreement.

ARTICLE XVII

RIGHTS AND RESTRICTIONS UNDER TOWNSHIP ORDINANCES

The parties acknowledge that this contract, to be enacted as an amendment to the Township Personnel Ordinance, supersedes all related articles in the present Personnel Ordinance governing employees covered by this Agreement. However, it is understood that all articles in the present or future ordinances unaffected by this contract shall remain in full force and effect.

ARTICLE XVIII

NO WAIVER

Except as otherwise provided in this Agreement, the failure on the part of the Township or the Association to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof.

ARTICLE XIX

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Association against a police officer covered by this Agreement on account of race, color, creed, sex, national origin or marital status.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the police officers covered under this Agreement because of their membership or non-membership in the Association.

C. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any police officers covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or the payment of dues during working time.

ARTICLE XX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. The following provisions shall not preclude either of the parties to this Agreement from pursuing any legal remedies which they may have.

ARTICLE XXI

FULLY BARGAINED CLAUSE

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

ARTICLE XXII

AGENCY SHOP

Section 1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eight-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided, that no modification is made in this provision by a successor agreement between the Association and the employer.

Section 2. Representation fee entitlement shall be based upon establishment by the majority representative of a "demand and return system" in accordance, with N.J.S.A. 34:13A-5.6.

Section 3. The Association agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the Association under this Article.

ARTICLE XXIII

PROMOTIONS

A. Promotions to the ranks of Sergeant, Lieutenant or Captain shall be made in accordance with the following procedure:

B. A notice shall be posted in Police Headquarters advising applicants for promotion that written applications may be submitted within thirty (30) days following the posting of such notice.

Such notice shall set forth the specific criteria which will be used in the promotional process as well as the value attributed to each such criteria.

C. Following the close of the application period, the Chief shall provide each applicant in writing with the Chief's preliminary evaluation and recommendation. Each applicant will be afforded an opportunity to consult with the Chief respecting the preliminary evaluation and recommendation within ten (10) days of receipt of the written preliminary evaluation and recommendation.

D. At the conclusion of the steps set forth above in Section C, the Chief shall submit a written final evaluation and recommendation to each applicant. The applicant will be given an additional ten (10) day period immediately thereafter to submit any additional written comments or information to the Chief of Police with respect to the evaluations and/or recommendations.

E. The recommendation of the Chief shall be thereafter submitted to the appropriate governing authority for purposes of final selection.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1987, through December 31, 1989. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the Township and the Association. All terms of this Agreement, unless specifically set forth otherwise, shall be retroactive to January 1, 1987. All the provisions of this Agreement will continue in full force and effect beyond the stated expiration date set forth herein until the successor Agreement has been executed and becomes effective between the parties. The parties hereby agree that negotiations for the succeeding contract shall commence on or about September 15, 1989.

IN WITNESS WHEREOF, the parties have hereunto caused this to be signed and attested to by the proper corporate officers and the corporate seal affixed and have hereunto set their hands and seals on this 22nd day of June, 1988.

THE TOWNSHIP OF MOUNT OLIVE,
COUNTY OF MORRIS

BY: Charles H. Johnson
Charles Johnson, Mayor

ATTEST:

Lisa M. Lashway

THE MOUNT OLIVE POLICEMAN'S
ASSOCIATION

BY: [Signature]
President

ATTEST:

Lisa M. Lashway

0344A

APPENDIX A

SALARIES

<u>RANK</u>	<u>1/1/87</u>	<u>1/1/88</u>	<u>1/1/89</u>
<u>PATROLMAN</u>			
Step 1	\$20,000	\$21,000	\$22,000
Step 2	22,490	23,775	25,125
Step 3	24,980	26,550	28,250
Step 4	27,470	29,325	31,375
Step 5	29,965	32,105	34,500
<u>SERGEANT</u>			
Step 1	\$31,965	\$34,105	\$36,500
Step 2	33,965	36,105	38,500

The above-referenced salary guide shall be applied in accordance with the incremental and/or promotional adjustments required pursuant to Article II, Section B of this Agreement.

HANSBURY, MARTIN & KNAPP
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

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June 21, 1988

Manuel Correia, Esq.
Loccke & Correia
50 East Palisade Avenue
Englewood, NJ 07631

Re: Township of Mt. Olive and POA/SOA
Docket No. IA-87-79


Dear Mr. Correia:

Pursuant to the direction of the Governing Body of the Township of Mt. Olive we have drafted the following letter of intent concerning the sole remaining issue between the parties as follows:

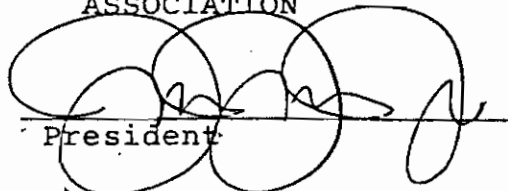
"Only the issue of the 'fourteenth holiday' shall be submitted to Interest Arbitrator Jeffrey Tener for purposes of resolution and/or clarification. The work contracts as prepared by the parties, as amended, shall be signed and implemented, except for the holiday issue which shall be determined by Arbitrator Tener."

The Governing Body and the POA/SOA mutually consent to submit only this one issue to the arbitrator for resolution. Upon execution of the contracts the Township will take appropriate action to implement the arbitration award referred to above.


TOWNSHIP OF MT. OLIVE


Charles Johnson,
Mayor

MT. OLIVE POLICE OFFICERS
ASSOCIATION


President

MT. OLIVE SUPERIOR OFFICERS
ASSOCIATION


President