RESOLUTION R:35-2008

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF MONROE AND MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

WHEREAS, the rank and file of the Monroe Township Police Department is currently providing police protection for all of the residents of the Township of Monroe; and

WHEREAS, the Mayor and the Monroe Township Police Officers Association have undertaken discussions to formulate a comprehensive collective bargaining agreement; and

WHEREAS, in furtherance of same, the parties have negotiated a written collective bargaining agreement between the Township of Monroe and Monroe Township Police Officers Association for the period January 1, 2008 through December 31, 2011; and

WHEREAS, after due deliberation and consultation, the Township Council of the Township of Monroe has determined it is in the interest of the residents of the Township of Monroe that said written collective bargaining agreement negotiated between the Township of Monroe and Monroe Township Police Officers Association be authorized.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe that the Memorandum of Agreement by and between Monroe Township Police Officers Association and Monroe Township be immediately executed by the Mayor for the period of January 1, 2008 through December 31, 2011.

ADOPTED at a meeting of the Township Council of the Township of Monroe held on January 22, 2008.

TOWNSHIP OF MONROE

SIDENT, DANIEL TEEFY COUNCIL PRE

ATTEST:

ATTORNEY AT LAW 34 SOUTH MAIN STREET P.O. BOX 525 WILLIAMSTOWN, NEW JERSEY 08094

Charles A. Fiore

Susan MCormick

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

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CERTIFICATION OF CLERK

The foregoing resolution was duly adopted at a meeting of the Township Council of the Township of Monroe held on the 22nd day of January 2008 at the Municipal Building, 125 Virginia Avenue, Williamstown, New Jersey 08094.

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

ROLL CALL VOTE

	Aye	Nay	<u>Abstain</u>	<u>Absent</u>
Cncl. Bryson				
Cncl. Dilks				
Cncl. Garbowski				
Cncl. Julio	1			
Cncl. Sebastian				~
Cncl. Caligiuri				
Cncl. Pres. Teefy	-			
TALLY:	6			1

Charles A. Fiore Attorney at Law 34 South Main street PO. BOX 525 WILLIAMSTOWN, NEW JERSEY 08094

MEMORANDUM OF AGREEMENT BETWEEN MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION AND THE TOWNSHIP OF MONROE REGARDING THE PARTIES' JANUARY 1, 2008 COLLECTIVE BARGAINING AGREEMENT

It is hereby agreed by and between the MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION and THE TOWNSHIP OF MONROE that the terms and conditions of the parties' January 1, 2008 collective bargaining agreement shall be as follows:

1. UNAFFECTED PROVISIONS

Except as otherwise specifically provided by the terms of these Proposals, all terms and conditions of employment in effect as of December 31, 2007, including those set forth in the parties' collective bargaining agreement of January 1, 2003 through December 31, 2007 ("the collective bargaining agreement") shall remain in full force and effect for the duration of the successor collective bargaining agreement.

2. EFFECTIVE DATE OF MODIFICATIONS

Except as may otherwise be specifically be provided within these Proposals, all modifications proposed herein shall become effective January 1, 2008.

3. **DURATION**

The successor collective bargaining agreement shall be for a duration of four years, from January 1, 2008 to December 31, 2011.

4. WAGES - POLICE OFFICER

The base Salary Schedule (without longevity) set forth in Article XXIV of a Police Officer after three years of service shall be amended as follows:

- (a) January 1, 2008 3%
- (b) July 1, 2008 2%
- (c) January 1, 2009 3%
- (d) July 1, 2009 2%
- (e) January 1, 2010 3%
- (f) July 1, 2010 2%
- (g) January 1, 2011 3%
- (h) July 1, 2011 2%

5. WAGES - POLICE OFFICER WITH LESS THAN THREE YEARS OF SERVICE

(a) The base wage of a Police Officer who was hired prior to January 1, 2008 shall be 100% of a Third Year Police Officer as of the first day of their 37th month of service and shall otherwise be as follows:

	1/1/2008	7/1/2008	1/1/2009	7/1/2009	1/1/2010	7/1/2010	1/1/2011	7/1/2011
0 to 6 months	\$46,403	\$47,331	\$48,751	\$49,726	\$51,217	\$52,242	\$53,809	\$54,885
6 to 17 months	\$53,018 \$50,550	\$54,079 \$57,000	\$55,701 \$50,444	\$56,815 \$60,602	\$58,520 \$62,420	\$59,690 \$63,668	\$61,481 \$65,579	\$62,710 \$66.890
18 to 26 months 27 to 36 months	\$56,552 \$63,328	\$57,683 \$64,595	\$59,414 \$66,532	\$60,602 \$67,863	\$62,420 \$69,899	\$03,008 \$71,297	\$73,436	\$74,905

(b) The base wage of a Police Officer who was hired after to January 1, 2008 shall be as follows:

Months of Service	% of Max Officer Base
0 to 6 months	60%
7 to 12 months	65%
13 to 24 months	70%
25 to 36 months	80%
37 to 48 months	90%
49 th month of service	100%

5. LONGEVITY

Effective January 1, 2008 the collective bargaining agreement shall be amended by the addition of the following as new Article VIII, Section (C)(2):

Longevity (For employees hired on and after January 1, 1997)

2. After the completion of the completion of ten (10) years of service, each employee shall be entitled to an additional four percent (4%) per annum of his hourly base pay. After the completion of fifteen (15) years of service, each employee shall be entitled to an additional six percent (6%) per annum of his hourly base pay. After the completion of twenty (20) years of service, each employee shall be entitled to an additional eight percent (8%) per annum of his hourly base pay.

6. RANK DIFFERENTIAL

Effective January 1, 2008 there shall be a rank differential paid to the members of the bargaining unit as follows:

Detective / Corporal	4% more than max base of a Police Officer
Sergeant	12% more than max base of a Detective / Corporal
Lieutenant	4.3% more than max base of a Sergeant

7. CLOTHING AND MAINTENANCE

(a). The collective bargaining agreement shall be amended as of January 1, 2008 to provide that each bargaining unit member shall annually be provided with a uniform allowance as of the first payday of each year in an amount of Eight Hundred Dollars (\$800).

8. COURT TIME

Article X of the collective bargaining agreement shall be amended to provide that any bargaining unit member who is required by subpoena, law or by the Township to appear in any court or administrative proceeding of any nature outside of his or her normal shift shall be compensated at time and one-half for all time worked with a minimum of two hours.

9. WORK ON HOLIDAYS

Any bargaining unit member who is required to work on or after January 1, 2008 on any of the thirteen days currently designated as a holiday in the Township Code shall be compensated at the rate of time and one-half for all hours actually worked on the holiday:

10. SHIFT DIFFERENTIAL

Article VIII, Section (G) shall be amended, as of January 1, 2008, by providing for shift differential for the 3 to 1 shift of an additional One Dollar (\$1.00) for all hours worked during that period and for the midnight shift of an additional One Dollar Seventy Five (\$1.75) for all hours worked during that period.

11. ON-CALL PAY

The collective bargaining agreement shall be amended to increase the on-call pay provided by Article X, Section (E) to be one (1) hour at time and one-half for each day on call.

12. COLLEGE CREDIT

Article XXI of the collective bargaining agreement shall be amended by an increase in compensation received for college education as follows:

- A. 1/1/08 Associate Degree \$400
- B. Bachelor's Degree \$800
- C. Master's Degree \$1,200

13. HEALTH INSURANCE

- A. Effective January 1, 2008 the Township shall provide, free of charge, all bargaining unit members and their eligible dependents with Patriot 5 with a five dollar (\$5.00) co-payment for doctor's visits and a five dollar (\$5.00) drug prescriptions.
- B. Effective January 1, 2010 the Township shall provide, free of charge, all bargaining unit members and their eligible dependents with Patriot 5 with a ten dollar co-payment for doctor's visits and five dollar (\$5.00) drug prescriptions.
- C. Effective January 1, 2011 the Township shall provide, free of charge, all bargaining unit members and their eligible dependents with Patriot 5 with a ten dollar co-payment for doctor's visits and ten dollar (\$10.00) drug prescriptions.
- D. Mail Ins for maintenance drugs shall remain free of charge for the period of this collective bargaining agreement.
- E. Bargaining unit members shall be permitted to elect to purchase Patriot 10 at their own expense.

15. NON-WORK RELATED DISABILITY

Effective January 1, 2008 the non-work related disability program provided by the Township to the members of the bargaining unit shall be as follows:

A. Except as other wise provided herein, the Program that existed prior to January 1, 2008 shall remain in full force and effect.

B. Eligible participants shall receive 75% of their salary instead of 100%, but may use their accrued sick leave to supplement their salary up to 100%.

C. Eligible participants will continue to accrue all benefits while receiving payments under this program.

D. Upon exhaustion of the 75% payments, eligible participants must utilize all remaining accrued sick leave before becoming entitled to 50% payments for the balance of the eligibility period.

16. PAYMENT OF VACATION PRECEDING RETIREMENT.

Effective January 1, 2008 the vacation received in the last year of employment by a retiring bargaining unit member will be prorated by the number of full months of service worked in the last year prior to retirement.

17. MEMORANDUM SUBJECT TO RATIFICATION

This agreement shall not be binding upon the signatories hereto unless and until it is ratified by the Township Council and the general membership of the Association.

MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION By:

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THE TOWNSHIP OF MONROE

By: $\left(\right)$ 2 Date: 0