

AGREEMENT

Between the

MONROE TOWNSHIP SUPERIOR OFFICER'S  
ASSOCIATION

and the

TOWNSHIP OF MONROE

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January 01, 2022 through December 31, 2025

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## PREAMBLE

This agreement made this 17<sup>th</sup> day of March 2023 by and between the Township of Monroe, hereinafter, referred to as the "Employer", and the Fraternal Order of Police-FOP NJ Labor Council representing the Monroe Township Superior Officer's Association herein referred to as "Employees or Union".

Whereas, it is in the interest and purpose of the parties hereto to promote and improve the labor relations of the Township of Monroe, and

Whereas, the wellbeing of employees and the efficient administration of the Monroe Township Police Department are benefited by providing employees the right to negotiate with respect to the conditions of their employment; and

Whereas, effective labor management relations within the Township of Monroe depend upon a clear statement of contractual rights of employees;

Now, therefore, the parties agree to the following;

## ARTICLE I: RECOGNITION

The Township of Monroe agrees to recognize the Monroe Township Superior Officer's Association, hereinafter referred to as the "Superior Officer's Association or Employee or Union", an affiliate of the FOP-NJ Labor Council, the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for police administrators holding the rank of Captain. This recognition, however, shall not be interpreted as to having the effect of abrogating the rights of the employees as established under the laws of 1968, Chapter 303 as amended.

The Township of Monroe and the Monroe Township Superior Officer's Association are in compliance with the Public Employer- Employee Relations Act, NJSA 34:13A-1 ET Sec. as amended through PL 2003, c126 effective July 2003.

## ARTICLE II: NON-DISCRIMINATION

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee providing said activities do not violate any local, state, or federal law.

The Employer agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the work place.

The Employer and the Union agree not to interfere with the right of Employees to become or not to become members of the Union and that there shall be no discrimination or coercion against an employee because of Union membership or non-membership in compliance with NJSA 34:13A-5.7.

## Article III: ASSOCIATION RIGHTS AND RESPONSIBILITIES

Captains will be granted administrative leave, with pay, for the purpose set forth therein.

The Captains with the provisions of this agreement shall be responsible for the adherence to the terms of the agreement by such members.

Reasonable leave time will be permitted with prior notification to the Chief of Police for the purpose of Union business, to assist in the handling or representation in grievance matters and discipline matters and as provided for in NJSA 40A-14-177.

## ARTICLE IV: MANAGEMENT RIGHTS

The Township of Monroe 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, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.



The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Township of Monroe shall be limited only by the specific and express terms of this Agreement, and to the rights and authority provided for in NJSA Title 40, Title 40A, and in Title 11 and the NJ Administrative Code.

## ARTICLE V: SEVERABILITY CLAUSE

If any provision of the Agreement, or any application of the Agreement to any employee or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

Any severed provision of this agreement shall be subject to immediate re-negotiation by the parties to the end of ensuring that such provisions are valid within the framework of the law. Only those provisions in dispute shall be affected. All other terms and conditions of the agreement shall remain unaffected.

## ARTICLE VI: MAINTENANCE OF OPERATIONS

It is recognized that the need for continued and uninterrupted operations of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no inference with such operations.

The Employer and the Union acknowledge and agree to abide with the policy set forth in NJSA Title 34:13A-2, The Employer-Employee Relations Act. The rights of both the Employer and the Association shall be respected and the provisions of this agreement for the orderly settlement of all questions regarding such rights shall be observed.

## ARTICLE VII: GRIEVANCE PROCEDURE

### A. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The time limits noted shall be strictly adhered to except when extended by mutual consent in writing.

### B. DEFINITION

1. A grievance is an assertion by the employee based on a controversy arising over the interpretation, application, or alleged violation of this Agreement, policies, or administrative decisions, including minor disciplinary determinations.

2. An aggrieved person is the person or persons making the assertion.
3. If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any step of the grievance procedure said agreement shall be reduced to writing and signed by the respective parties.

### C. GRIEVANCE PROCEDURE STEPS

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

Step One: An aggrieved employee or the Superior Officer's Association shall institute action under the provision hereof within twelve (12) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate administrator or the Director of Public Safety with the objective of resolving the matter informally. Failure to act within the said twelve (12) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step Two. If the aggrieved difference is with his/her supervisor, said aggrieved shall have the option to proceed directly to Step Two.

Step Two: In the event a satisfactory settlement has not been reached at Step One, the grievant and/or the Superior Officer's Association may within ten (10) days submit his/her written grievance to the Business Administrator. The Business Administrator or his/her designee shall hold a hearing at the request of the Superior Officer's Association, and shall review the matter and make a determination within ten (10) days from his/her receipt of the grievance. If the aggrieved officer's difference is with the Business Administrator, said aggrieved shall have the option to proceed directly to Step Three.

Step Three: In the event the grievance has not been resolved at Step Two, the grievant and/or the Superior Officer's Association may within ten (10) working days of the Business Administrator's decision, submit his/her written grievance to the Mayor. The Mayor or his/her designee shall hold a hearing at the request of the Superior Officer's Association, and shall review the matter and make a determination within ten (10) days from his/her receipt of the grievance. If the aggrieved is not satisfied with the disposition of the grievance at Step Three, the aggrieved may request Step Four — arbitration.

Step Four: The arbitrator shall be chosen in accordance with the rules of the Public Employer — Employee Relations Commission (PERC), parties shall then be bound by the rules and regulations and procedures in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Township of Monroe and the grievant and the Superior Officer's Association and hold a hearing promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearing; or, if an oral hearing has been waived, then from the date the final statements and proof on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or



authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Township of Monroe, the grievant and the Superior Officer's Association and shall be binding on the parties.

The cost for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses incurred, including but not limited to, the presentation of witnesses shall be paid by the party incurring same.

## ARTICLE VIII: RATES OF COMPENSATION

Year 1 — 2022: Effective January 01, 2022, Captains will be compensated at an annual salary rate of \$153,000.00.

Year 2 — 2023: Effective January 1, 2023, Captains will be compensated at an annual salary rate increase of 159,000.00

Year 3 — 2024: Effective January 1, 2024, Captains will be compensated at an annual salary rate increase of 160,000.00

Year 4 — 2025: Effective January 1, 2025, Captains will be compensated at 4% above a Lieutenant's highest base salary.

## ARTICLE IX: SICK LEAVE, SICK LEAVE SELL BACK & COMP TIME SELL BACK

- A. Paid sick leave shall be fifteen (15) working days for each calendar year.
- B. Employees who commenced service with the Township prior to May 21, 2010 may elect to sell back up to ten (10) accumulated sick days (80 hours) per year at one hundred percent (100%) of their salary rate (salary/2080 hrs). An employee must notify the Business Administrator, in writing, with a copy to the finance department, on or before November 1, if they wish to sell back sick time, indicating the number of days to be sold. Payment shall be made in the first (1<sup>st</sup>) pay period in December.
- C. If an Employee dies while in active employment of the Township, his/her estate shall be paid for all accumulated but unused sick time.
- D. Employees covered by this agreement, shall be compensated for seventy five percent (75%) of their total accumulated sick leave up to a maximum of 165 days at the employee's current per diem rate of pay upon retirement or upon severance of employment caused by a job-related permanent disability.

- E. An Employee at their discretion may utilize his/her accumulated sick leave, at a 75% rate basis immediately prior to their retirement without penalty and with the approval of the employer for this purpose.
- F. In accordance with N.J.S.A. 11A:6-19.2 (P.L. 2019, c.3, §1), employees hired on or after May 21, 2010 shall not be eligible to sell back any accumulated sick days, and shall only be entitled to payment for accumulated sick days upon retirement from PFRS, which shall be subject to the monetary caps under N.J.S.A. 11A:6-19.2 and Section VIII(D) of this Article.
- G. Employees with twenty (20) years of service in the pension system and hired prior to May 21, 2010 shall be eligible to sell back up to 200 hours of their sick leave bank, per year at the conversion rate of 75% (Example: 200 hours x 75%= 150 hours payout) to be applied to the unused sick leave upon retirement maximum payout of 1320 hours x 75%=990 hours. This shall be separate from the annual sick leave buyback of up to (80) hours per year at full rate.
- H. Captains shall be eligible to sell back 100 hours of compensatory time per year. An employee must notify the Business Administrator, in writing, with a copy to the finance department, on or before November 1, if they wish to sell back compensatory time, indicating the number of hours to be sold. Payment shall be made in the first (1<sup>st</sup>) pay period in December. Anything over 100 hours shall be at the discretion of the Mayor.

## ARTICLE X: DISABILITY

A full-time employee who is disabled through illness or non-work-related injury shall be eligible to receive disability benefits in accordance with or greater than N.J.S.A. 43:21-38 (P.L. 2019, c.37, §11) in accordance with Local Ordinance 65-17.

Any leave taken pursuant to this section shall be deemed to run concurrent to and subject to the terms of provisions of the Family and Medical Leave Act and the New Jersey Family Leave Act and the Township's Family Leave Policy.

1. The Township maintains its own disability program. The administrators shall be subject to a payroll deduction of \$120.00 annually for disability provided under this section.



## ARTICLE XI: WORKERS COMPENSATION

Employees absent due to work related illness or injury shall be compensated at one hundred percent (100%) of their applicable rate.

## ARTICLE XII: LEAVE OF ABSENCE WITHOUT PAY

The Township of Monroe will comply as required by state and federal laws with the New Jersey Family Leave Act and the Family and Medical Leave Act. Any employee who desires to take a leave pursuant to those laws shall notify the Township with respect to the applicable procedures, entitlement and rules related to such leave. Any leave taken pursuant to the NJFLA or FMLA shall run concurrent with any disability leave.

The Township of Monroe may grant the privilege of a leave of absence without pay for an appropriate reason to a permanent employee for a period not to exceed six (6) months at any one time.

1. A request for leave of absence shall be submitted to Human Resources at least two (2) weeks prior to the anticipated start of the leave, except in case of emergencies. Such leaves of absence may be renewed for an additional period not to exceed six (6) months, only by formal action of the Mayor, with the approval of the governing body. No further renewal may be granted, except upon the approval by the Civil Service Commission for reasons as established by Commission Regulations.
2. Notice of all leaves of absence without pay, and renewals of such leave, shall be forwarded forthwith to the New Jersey Department of Personnel.
3. During any such leave, health benefits shall be made available to the employee at the election of the employee and at the employee's expense.

## ARTICLE XIII: VACATIONS

- A. Each employee shall be entitled to annual vacation with pay in accordance with the following schedule:
  1. From zero (0) to one (1) year, ten (10) hours vacation per month.
  2. One (1) year but less than three (3) years, (120) hours vacation.
  3. Three (3) years but less than ten (10) years, (150) hours vacation.
  4. Ten (10) years but less than fifteen (15) years, (200) hours vacation.
  5. Fifteen (15) years but less than twenty (20) years, (250) hours vacation.
  6. Twenty (20) years but less than twenty-five (25) years, (300) hours vacation.

- B. Vacations shall be credited to all Captain's account on a calendar year basis. When an employee's vacation entitlement increases on their anniversary date, they shall be entitled to all additional days for that calendar year without proration. If an employee leaves the employment of the Township, for any reason, the employee shall be entitled to vacation on a prorated basis.

Captain's shall be permitted to carry over unused vacation time into the following year subject the following provisions:

Requests to carry over unused vacation time must be made in writing to the Mayor, with a copy to the Business Administrator, no later than November 1<sup>st</sup> of each year. The Mayor shall approve or deny the vacation request carry-over, in whole or in part, in writing, no later than November 15<sup>th</sup> of each year and so advising the requesting employee. The written request to carry over unused vacation time shall include a written justification from the employee.

Where job related circumstances justify unused vacation carry-over, the Mayor shall approve the request. Approved carry-over of unused vacation time will normally be limited to a maximum of (5) working days. However, in unusual circumstances, as justified in the request, additional days may be approved at the mayor's discretion.

All vacation days approved for carry-over must be used by April 1<sup>st</sup> of the following year. The provisions concerning carry-over of vacation time shall be equitably applied to all employees and approval to carry-over vacation time shall not be unreasonably withheld.

#### ARTICLE XIV: PERSONAL DAYS

- A. All permanent full-time employees shall be entitled to two paid days per year to conduct personal business. These days shall not be cumulative from year to year, nor shall any employee be paid for any unused personal leave. Personal leave may be taken in increments of 0.25 hours.

#### ARTICLE XV: BEREAVEMENT LEAVE

- A. All Captain's shall be entitled to five (5) workdays off, with full pay, at the time of a death in the administrator's immediate family. The "immediate family" shall include father, mother, spouse, significant other, child, brother, sister, or any other member of the administrator's immediate household.
- B. All Captain's shall be entitled to two (2) workdays off, with full pay, at the time of a death for a grandmother, grandfather, nephews, nieces, uncles, aunts, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

## ARTICLE XVI: HOURS OF WORK/ON-CALL COMPENSATION

- A. The Chief of Police shall determine the basic workweek of an employee. When a work week includes a municipal recognized holiday, the Chief of Police will assess the departmental needs and public safety requirements for the holiday and may adjust the basic work week schedule accordingly.
- B. It is recognized that the managerial and executive demands within the rank of Captain require work related activity during their off time. Examples of these activities include but are not limited to: answering and making phone calls, virtual meetings, writing and checking emails, coordinating and monitoring field activity, directing subordinates, drafting plans, reports or memorandums, and reviewing subordinate work product. As compensation for such work, the captains shall:
- Effective 1/1/2024 Captains will receive \$22.50 per day plus a half hour (  $\frac{1}{2}$  ) comp time for on-call for the calendar year. This will be paid the first pay in the following year. If a member retires prior to the end of the year, they will receive their on-call compensation for the days they covered on-call up to and including the last day they were on-call. Days of on-call compensation must be documented and verified by the Chief of Police.
  - Effective 1/1/2025 Captains will receive \$45 per day plus a half hour (  $\frac{1}{2}$  ) comp time for on-call for the calendar year. This will be paid the first pay in the following year. If a member retires prior to the end of the year, they will receive their on-call compensation for the days they covered on-call up to and including the last day they were on-call. Days of on-call compensation must be documented and verified by the Chief of Police.

These amounts shall replace any compensation previously provided for work performed beyond the regular working day.

## ARTICLE XVII: INSURANCE

- A. Effective January 1, 2012, the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependents shall be set in accordance with P.L. 2011 c.78. These contributions shall remain in effect until a successor agreement is executed.
- B. Effective April 01, 2016 the Township shall provide health and prescription benefits through the New Jersey State Health Benefits Plan for all eligible bargaining unit members, eligible retired unit members, and their eligible dependents. Employees/retirees shall be eligible to select any eligible "co-insurance" plan, including but not limited to Direct 10. The Township retains the right to switch insurance carriers during this term of this agreement provided that the benefit plans offered are equal to or better than the applicable plans of the New Jersey State Health Benefits Plan.
- C. The Township shall maintain a dental coverage program for its employees and eligible dependents.



- D. In the event that an eligible retiree opting-out of the Township's benefit plan loses alternative coverage due to a "life changing event" as defined by the benefit plan, the eligible retiree may re-enroll immediately upon providing sufficient documentation of the loss of alternative coverage.
- E. Pursuant to Resolution 62-93, the Township of Monroe has agreed to pay the premium for medical benefits for employees and their eligible dependents who have retired after serving twenty-five (25) years or more in the Pension System; and thereby adopting the provisions of Chapter 88, Public Laws of 1974. Provisions of sections A and B above shall apply.
- F. The Township of Monroe agrees to maintain coverage of medical plans for a retiring employee, in good standing, and their dependents if applicable, or medical disability, with twenty-five (25) years or more in the Pension System. When the retiree is eligible for either Medicare and/or Medicaid the retiree shall enroll in Medicare / Medicaid at which time such coverage shall become the primary coverage for the retiree and the Township's coverage shall become secondary coverage for the retiree. All Medicare Part B payments will be reimbursed on an annual basis in January for the previous year. Requests for reimbursement must be made within 60 days of January 01, of any year. Failure to enroll in Medicare / Medicaid upon eligibility may result in the loss of Township benefits to the retiree.
- G. If an employee loses his/her life while performing in the capacity of a police officer, the Township agrees to continue in full force all medical and dental plans for his/her spouse and/or children until said children reach legal age and/or his/her spouse remarries. Any child who is a full-time student shall receive coverage in accordance with the medical and dental benefits.
- H. Employees shall receive an insurance policy in the amount of \$15,000.00. Any future changes to this Health and Welfare Plan will be the same for all Township employees.
- I. A retiring employee may at his/her request and cost, continue the life insurance policy coverage presently in effect through the Township.
- J. Any employee choosing not to accept the Township health insurance plan will be compensated according to the most current established municipal ordinance, after giving written notice to the Administrator's Office of his/her decision to waive insurance benefits for the current year. This option must be initiated yearly and is subject to the rules, provisions and laws governing the NJSHBP.
- K. Effective the first of the month after the execution of this agreement, active employee's premium share will move from Tier 4 percentages to Tier 3 percentages. Upon retirement, retiree premium share will be deducted from retiree's monthly pension at Tier 4 rates with the Township providing an annual reimbursement for the difference between the annual Tier 4 premium share paid and the following:
 

Single Plan:	Tier 3 percentage + 2%
Member/Spouse:	Tier 3 percentage + 2%
Parent/Child(ren):	Tier 3 percentage + 2%
Family:	Tier 3 percentage + 2%

## Article XVIII: COLLEGE CREDIT

Any employee covered by this agreement shall be entitled to four hundred dollars (\$400.00) for an Associate's Degree, eight hundred dollars (\$800.00) for a Bachelor's Degree and one thousand two hundred dollars (\$1,200.00) for a Master's Degree. The degree must be in a police related field. It is expressly understood that this is a continuing benefit from year to year and that the amounts specified above will be paid each year to eligible Captain's.

Upon retirement, a Captain eligible for College Credit shall be entitled to the payment on a prorated basis up to the time terminal leave is started.

## ARTICLE XIX: TRAINING

An employee shall be allowed to attend a training course or facility specifically for the purpose of learning and/or improving his/her skills as an administrator in their field or in general administrative/management principles. The Township recognizes that training is an integral part of law enforcement and agrees to abide by the New Jersey Attorney Generals Guidelines.

The Township agrees to pay for, or reimburse, any Captain that is required to take the aforementioned Administrative/Managerial courses prescribed for the position of Captain.

## ARTICLE XX: CLOTHING ALLOCATION

The Chief of Police shall prescribe suitable uniforms to be worn by employees. When a new employee is appointed, all uniforms and equipment necessary for the safe and efficient functioning of said personnel shall be provided at the expense of the Township.

## ARTICLE XXI: MILITARY LEAVE

Where an employee is a member of the National Guard and/or a reserve unit, or a member of the Armed Forces of the United States, and is required to engage in field training or to attend weekly drill meetings, or required to report for active duty, he/she will be granted a military leave of absence with full pay for the period of such training, meeting, or duty. Such leave shall not affect his/her vacation or seniority standing. This leave shall be granted for training obligations consistent with NJAC 5A:1.

## ARTICLE XXII: RETENTION OF BENEFITS

The employer agrees that all lawful benefits and terms and conditions of employment existing and not modified by this agreement shall be continued in effect in accordance with New Jersey Law.

## ARTICLE XXIII: RETIREMENT

Upon notification of intention to retire, the Township shall provide for "Administrative Leave" in which the employee may utilize at their discretion any accumulated accrued vacation, compensatory, stand by or sick time that was permitted by this agreement.

The Employee acknowledges that no additional sick time or vacation time will accumulate during this "Administrative Leave" period.

An Employee who opts not to utilize "Administrative Leave" may receive a financial settlement based on their accumulated time as provided for in this contract. That financial compensation may at the employee's request be paid over a three (3) year period of time in equal annual payments.

Any benefits enumerated in other sections of this agreement that indicate a retirement benefit shall be adhered to.

## ARTICLE XXIV: DISCIPLINE, SUSPENSIONS, APPEALS

### 1. Discipline: Policy

- a) All disciplinary matters within the police department shall be in accordance with the New Jersey Attorney Generals Guidelines, Police Department policy and New Jersey Civil Service laws.
- b) No permanent employee shall be disciplined, demoted, or discharged without just cause. Any such disciplinary or discharge proceeding, or any complaint shall be processed in accordance with the laws, New Jersey Attorney Generals Guidelines, Police Department policy, New Jersey Civil Service laws and the current collective bargaining agreement.
- c) Employees shall have the right to counsel, union representation, and the rights as defined by "the Law Enforcement Protection Act", "Weingarten", "Garrity" and "Laudermill".

### 2. Suspensions:

Any member disciplined for any departmental charges shall be entitled to a hearing. Nothing in this agreement shall limit or deny the rights of an employee as may be available in other circumstances pursuant to applicable law.

### 3. Appeals:

All appeals of disciplinary actions shall comply with applicable law.

Minor Discipline (up to 5 day suspensions) may be appealed through the grievance process as outlined in this CBA.

Major Discipline shall not be subject to the CBA grievance procedure but may be appealed through other agencies with competent jurisdiction.



ARTICLE XXV: GYM MEMBERSHIP

Captains shall be entitled to \$150.00 annually to reimburse for a gym membership upon submitting a receipt for the membership.

DURATION OF AGREEMENT


This Agreement shall be effective as of January 1, 2022 and shall continue in effect until December 31, 2025, subject to the Association's right to negotiate a successor Agreement.

For the Monroe Township Superior Officer's Association



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Francis Montone  
President



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Gregory Wolfe  
Mayor