

450


RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE APPROVING THE FRATERNAL ORDER OF POLICE SERGEANT'S ASSOCIATION CONTRACT BETWEEN THE TOWNSHIP AND FOP LODGE #122 FOR 2024 THROUGH 2029

WHEREAS, the Township has been in negotiations with the Mount Olive Fraternal Order of Police #122 in an attempt to arrive at a satisfactory contract covering a six year period January 1, 2024 through December 31, 2029; and

WHEREAS, negotiations have been completed and the FOP Sergeant's Association has voted to ratify the respective contract.

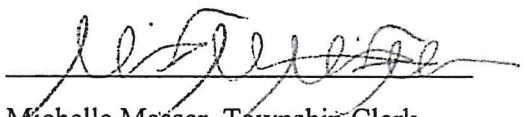
NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Mount Olive, in the County of Morris, State of New Jersey, that it does hereby approve the FOP Sergeant's Association contracts between FOP Lodge #122 and the Township of Mount Olive and authorizes the Mayor to execute the contracts.

TOWNSHIP OF MOUNT OLIVE



Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on December 19, 2023.



Michelle Masser, Township Clerk

AGREEMENT

Between

TOWNSHIP OF MOUNT OLIVE

and

MOUNT OLIVE FRATERNAL ORDER OF POLICE

POLICE SERGEANT'S ASSOCIATION

January 1, 2024 through December 31, 2029

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I APPLICABILITY.....	2
ARTICLE II WAGES.....	3
ARTICLE III LONGEVITY.....	4
ARTICLE IV WORK PERIOD, SCHEDULE OF HOURS.....	5
ARTICLE V COURT TIME COMPENSATION.....	8
ARTICLE VI SICK LEAVE.....	9
ARTICLE VII OTHER LEAVES.....	12
ARTICLE VIII VACATIONS.....	14
ARTICLE IX HOLIDAYS.....	15
ARTICLE X EDUCATIONAL BENEFITS.....	19
ARTICLE XI GRIEVANCE PROCEDURE.....	21
ARTICLE XII MOTOR VEHICLE REIMBURSEMENT.....	23
ARTICLE XIII UNIFORM AND UNIFORM MAINTENANCE ALLOWANCE...	24
ARTICLE XIV MEDICAL INSURANCE.....	25
ARTICLE XV MANAGEMENT RIGHTS.....	28
ARTICLE XVI PROVISIONS FOR REMOVAL.....	31
ARTICLE XVII RIGHTS AND RESTRICTIONS UNDER TOWNSHIP ORDINANCES	32
ARTICLE XVIII NO WAIVER.....	33
ARTICLE XIX NON-DISCRIMINATION.....	34
ARTICLE XX SEVERABILITY AND SAVINGS.....	35
ARTICLE XXI FULLY BARGAINED CLAUSE.....	36
ARTICLE XXII AGENCY SHOP.....	37
ARTICLE XXIII PROMOTIONS.....	38
ARTICLE XXIV DURATION OF AGREEMENT.....	39
SIGNATURES	40

PREAMBLE

THIS AGREEMENT, made and entered into as of this _____ day of December, 2023 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 Police Sergeant's Association - FRATERNAL ORDER OF POLICE, (hereinafter designated as the "Association") do hereby state the following:

WHEREAS, pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, The Fraternal Order of Police has submitted itself as the proposed representative for the Mount Olive Township Police Department, exclusive of the Police Officer Positions, Lieutenant, Captain, Deputy Chief and Chief, as well as other employees of the Township of Mount Olive. Furthermore, said Association has been recognized as the exclusive bargaining agent for all sergeants 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

- A. The provisions of this Agreement shall apply only to full time Sergeants (hereinafter referred to as " Members") of the Mount Olive Township Police Department.
- B. 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.
- C. The term "spouse" as written in this contract shall be defined as marital spouse, civil union partner or domestic partner.

ARTICLE II

WAGES

A. The salaries of the members in the Township for the term of this Agreement shall be as set as follows:

	2024	2025	2026	2027	2028	2029
STEP 1	\$132,428.77	\$138,070.56	\$142,212.68	\$146,479.06	\$150,873.43	\$155,399.63
STEP 2	\$139,323.61	\$145,155.00	\$149,509.66	\$153,994.94	\$158,614.79	\$163,373.24

- B. Sergeants will move to the next step on the pay scale on the anniversary date of their promotion.
- C. Any member 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 and will give the member not less than one step increment in the salary scale of the permanent rank.
- D. Members formally assigned by official action to the Investigations Division (i.e. Detective Bureau/Narcotics Bureau) shall receive a stipend of two (2%) percent of base. The Detective Stipend is paid as compensation for the additional duties and responsibilities performed by the member. Such stipend will be payable with the payroll check applicable to the first pay period in November.

ARTICLE III

LONGEVITY

- A. For all members who are hired after January 1, 1992, 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 seven (7) 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.
- B. Longevity shall be paid in each employee's regular bi-weekly pay in accordance with Sections A of this Article, and shall be utilized for all calculations, including pension.
- C. As negotiated by the F.O.P., Police Officer's Association, new members hired by the Township on or after January 1, 2024 shall not be eligible for longevity.

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 (1½) and calculated in accordance with FLSA regulations.

B. Work Schedule

1. The Chief of Police or his designee shall set all work schedules and shifts in accordance with police department policy. Member's schedules will be set and posted on a quarterly basis.
2. If it should become necessary to alter a member's schedule to accommodate training or a special detail, no change, shall be made by the Township (Department) without the approval of the member, except as provided for in Title 40A.

C. Schedule in excess of (40) Hours

1. It is recognized by both parties that a member's regularly scheduled work period may exceed forty (40) hours. In no event, unless accepted in this section, shall any member 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.

2. Compensation at premium overtime will be paid for any hours worked in excess of a members normally scheduled shift.
- D. The Township agrees to pay a minimum of four (4) hours unscheduled call- out time at premium overtime when an off-duty member is called out of his residence provided that he works for the entire time. However, if the member works for less than four (4) hours, he shall be paid for the exact time worked with a minimum of three (3) hours callout pay at premium overtime.
 - E. Compensatory time off on a time and one-half (1½) basis in accordance with the Fair Labor Standards Act may be taken in lieu of premium overtime. The method of payment is at the choice of the member. Such time may only be taken with the written permission of the Chief of Police or his designee. A reasonable request will not be denied unless it unduly disrupts the operation of the agency. Any earned and outstanding compensation time will be paid to the member or his designee upon separation or death.
 - F. 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 member.
 - G. 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.

- H. For purposes of assigning overtime the Chief of Police shall maintain a list of all members, within each rank, on the basis of seniority. Overtime shall then be distributed in accordance with aforesaid lists with the most senior member selected first and then proceeding down the appropriate list.

- I. In accordance with a sidebar agreement adopted on March 23, 2021; the Township and the Association agree that members assigned to work twelve (12) hour shifts shall be credited with one hundred and five (105) hours of adjustment time in the beginning of the calendar year.

ARTICLE V

COURT TIME COMPENSATION

All appearances during off-duty hours by a member in a municipal or superior court on matters where a member is obligated to take action will be compensated at premium overtime. Any action taken by a member outside of Mount Olive will be documented and submitted to the Chief or his designee within 48 hours following the action. Premium overtime, for purposes of this Article only, shall be time and one-half (1½) in cash.

ARTICLE VI

SICK LEAVE

A. Accumulation of Sick Leave

1. All full time members 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 the top of wage scale - one and one- sixth (1%) days per month.
2. Accrued sick leave may be utilized by members 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 member's immediate family as defined below. Any member retiring under the Police and Firemen's Retirement Systems 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 notice of the request for payment no later than March 1 of the current year or one hundred-eight (180) days, whichever is greater in the current year. If retirement is scheduled for January or February of the subsequent calendar year one hundred-eight (180) days notice for request of payment will be given to the Township. Notice of the request must be made in writing to the

Township Administrator. Failure to do so will allow the Township to pay out monies owed in the subsequent calendar year. The same policy shall be followed for any member retiring under the disability provisions of the Police and Firemen's Retirement System, except that such members shall be exempted from the 180-day notice requirement. Any member who dies while in the employ of the Township shall have his estate compensated for the unused sick days up to the maximum entitlement. Effective September 1, 1996, up to 10 days of available sick time may be cashed in by any member in good standing per year, up to a cumulative maximum of 120. That officer's 120 day payment option, provided at retirement, will be reduced by the total amount of time cashed in prior to his or her retirement. Request for sick time cash in, identifying the number of days requested, to maximum of ten (10) must be made by November 1st. Payment for the requested days will be paid in the first pay in June. Any member hired on or after May 21, 2010 shall not be eligible for sick time cash in as set forth in this paragraph, as per New Jersey State Statute.

3. Any member hired on or after May 21, 2010 can only be paid for unused sick time upon retirement. Sick time compensation upon retirement cannot exceed \$15,000 for members hired on or after May 21, 2010.

B. Reporting of Absence on Sick Leave

1. If a member is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the member's starting time. Failure to 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 member who shall be absent on sick leave for more than two (2) consecutive working days may be required to submit acceptable medical evidence substantiating the illness. Abuse of sick leave may 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 member prior to resuming duties.
4. The Township may require a member 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 member is capable of performing his normal duties and that his return will not jeopardize the health of the other members.

- C. Members may continue to use six (6) days per year of their accumulated sick leave as personal days. All allowable personal days may be used 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. Hours for personal time will equate to six (6) times the member normally scheduled shift.

ARTICLE VII
OTHER LEAVES

A. Workers Compensation Leave

If a member 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 an amount of calendar days as listed below in their respective steps, 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. When a member reaches the top of the wage scale he shall be compensated up to a maximum of one-hundred-eighty (180) calendar days as listed below in their respective steps, 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.

B. Bereavement Leave

1. In the case of death in the immediate family, a member 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) calendar days. Additional leave up to a total of five (5) days may be taken, but all such bereavement leave which exceeds twenty- four (24) hours must be charged to sick leave. Total bereavement and sick time allowed to be taken will be five (5) times the member's normally scheduled shift.
2. Immediate family shall be defined as the spouse, child, stepchild, mother, father, brother, sister, aunt, uncle, stepbrother, stepsister, grandparents, niece, nephew, stepfather, or stepmother of the employee or 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 member's sick leave.

C. Leave Without Pay

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

ARTICLE VIII

VACATIONS

A. Effective January 1, 2024 all members covered by this Agreement shall earn the following vacation based on length of service with changes occurring on the anniversary date:

0-4 Years	10 Days Vacation
5-9 Years	16 Days Vacation
10-14 Years	20 Days Vacation
15-19 Years	25 Days Vacation
20 – 24 Years	27 Days Vacation
25 Years+	30 Days Vacation

- 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. Any member 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 of separation or death occurs.
- D. A member may not accumulate and carry over more than five (5) vacation days from one calendar year to the next. Vacation days not used in excess of five (5) days will be lost and a member may not receive pay in lieu of accumulated vacation days.

ARTICLE IX

HOLIDAYS

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

New Years Day	Columbus Day
Martin Luther Kings Birthday	General Election Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	Day before or after Christmas
Labor Day	

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

C. Members' holidays will be added to their vacation time and may generally be taken only as earned as per vacation policy. However, members covered by this Agreement may take one (1) holiday at a time on an individual basis rather than as part of a block of vacation time (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 his designee within five (5) days of the day being requested. Such approval of a request will not be unreasonably withheld. In emergency situations, an employee may seek the Chief's approval without providing the notice stated above.

- D. Any member has the option to take payment in the form of straight time in lieu of time-off for holidays to a maximum of five (5) holidays per year. The member will identify by February 1st of each year the number of holidays for which he elects to receive compensation. This payment will be made no later than November 30th of the contract year.
- E. Members working the following holidays will receive compensation payment at one and one-half (1½) times their straight time rate or compensatory time. Any member who works a shift that includes any portion of the below listed days will be paid their entire shift at one and one-half (1½) times their straight time rate or compensatory time.
- Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Day

ARTICLE X

EDUCATIONAL BENEFITS

- A. Subject to certain conditions, members shall receive, in addition to their salary and other salary benefits, the following additional college incentive sums:
1. Fifteen Dollars (\$15.00) per annum per credit for one (1) through twenty (20) credits;
 2. Twenty Dollars (\$20.00) per annum per credit for twenty-one (21) through forty (40) credits;
 3. Twenty-five Dollars (\$25.00) 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 all college degrees accepted as a condition of employment. Members hired before 1/1/97, with a degree in Business or Accounting, qualify for the incentive payment.
1. Should a member fail to enroll in school during any two (2) consecutive semesters, either during the same school year or in two (2) consecutive school years, the Chief of Police or his 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 purpose of this sub-section "

2. Discontinued credits under this Article may only be reinstated upon the members obtaining either an associate or bachelor's degree in Police Science.
 3. Upon receipt of either an associate or a bachelor's degree, the member 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 member for the cost of tuition and books for courses required for a AAS, BA or BS degree in the field of law enforcement or in approved courses required for all college degrees accepted as a condition of employment, upon successful completion of the course and if approved by the Chief of Police or his designee. This reimbursement shall be granted only for courses for which a minimum passing grade of C or better is received. For credits from sixty-eight (68) to one hundred twenty- eight (128), this reimbursement shall not exceed one thousand three hundred dollars (\$1,300.00) per person per year. Members who are pursuing a Master's Degree in which event the maximum amount of reimbursement shall be \$2000.
 5. College credit payments under this Article shall be made with the payroll check applicable to the first pay period in November of each year.
- C. Effective January 1, 2020 college credit payment shall be paid in each employee's regular bi-weekly pay in accordance with Section A and B above, and shall be utilized for all calculations, including pension.

ARTICLE XI
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a member or the F.O.P. arising out of the interpretation or application of the terms and conditions of this Agreement, a claim of discrimination or violation of Department rules, regulations or policy.
2. An aggrieved member is a person or persons making the claim.
3. A party to interest is an aggrieved member(s) or the F.O.P. 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 members. 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:

1. Step One:

In the event that any member covered by this Agreement or the FOP has a grievance, within ten (10) working days of the occurrence of the event being grieved, the member or the FOP will present the grievance in writing to the Chief of Police, or

his designee, 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.

Failure by either the FOP or grievant to file a grievance within the required time period, the grievance is deemed waived.

2. Step Two:

If the aggrieved member 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 or 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.

3. Step Three:

For any grievance arising out of the terms and conditions of this Agreement, which is not resolved to the satisfaction of the aggrieved member or the Association in Steps one and two, 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 or she wishes to take the matter to binding arbitration and may refer the grievance to the Public Employment Relations Commission for the selection of an arbitrator, pursuant the rules of said commission. The aggrieved member or the Association must file with Public Employment Relations Commission within thirty (30) working days from receipt of the Mayor's (Township Administrator's) decision. 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.

4. 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 findings of fact, reasoning, conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Mayor (Township Administrator) and the aggrieved member and shall be binding on the parties, pursuant to any rights of appeal available in the courts of New Jersey.
5. All costs of the 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 the rights, terms or provisions of this grievance procedure, providing such waiver is in writing and executed by both the aggrieved employee and the Mayor (Township Administrator) or Chief.

ARTICLE XII

MOTOR VEHICLE REIMBURSEMENT

Any member using their own motor vehicle for official police business, with the approval of the Chief of Police or his designee, will be compensated at the rate of mileage reimbursement set annually by the IRS.

ARTICLE XIII

UNIFORM AND UNIFORM MAINTENANCE ALLOWANCE

Effective January 1, 2010, uniform and uniform maintenance allowance shall be rolled into steps of the salary guide. All members are required to maintain appropriate uniforms in accordance with Department Rules and Regulations.

ARTICLE XIV
MEDICAL INSURANCE

A. The Township will provide health and prescription drug benefits under the North Jersey Municipal Employee Benefits Fund (NJHIF). The Township agrees to permit police officers covered by this Agreement to continue to select from the NJHIF mirror/duplicate, or any other equal to or better plan, of the following medical and RX plans previously offered through the State Health Benefits Plan: NJ Direct 10, NJ Direct 15, NJ Direct 1525, NJ Direct 19 and the NJ Direct 2030 plan through December 31, 2029. The NJ Direct plans will be built on the Aetna Choice POS II (Open Access) network and provide the same level of benefits that were previously in place. All benefits and coverages, including but not limited to, medical services, copays, coinsurance amounts, deductibles and/or day/dollar limits will remain the same. Express-Scripts will be the Pharmacy Benefit Manager and will mirror/duplicate any applicable coinsurance and out of pocket maximums remaining the same as is currently provided. Dental coverage will continue under Met Life, the current provider, and will continue with the same level of coverage which is currently provided. The Township reserves the right to change insurance carriers so long as equal or better benefits are provided. The Township agrees to notify the members of any changes in these medical or dental benefits at least sixty (60) days prior to the effective date of such change.

1. Effective January 1, 1989, medical coverage equal to that provided herein will be maintained for employees who retire thereafter and their spouses, not to exceed a cost stipulated herein. If the officer obtains employment elsewhere, where benefits are provided, the Township becomes a secondary provider for benefit purposes.

2. Effective January 1, 1994, medical coverage equal to that provided herein will be maintained for employees who retire thereafter, their spouses and eligible dependents, at no cost to the retiree. If the officer obtains employment elsewhere, where benefits are provided, the Township becomes a secondary provider for benefit purposes. The coverage for retirees, their spouses and eligible dependents shall include without limitation the arbitration award as listed in the June 21, 2009 Grievance Arbitration Opinion, AR-2008-886, regarding retiree spousal health care coverage at no cost to the retiree and continued health care coverage for spouses of retirees and eligible dependents upon the death of the retiree at no cost to the spouse. The qualifications for the program require that:

- a. Any officer must have a minimum of fifteen (15) years of service with the Township of Mount Olive and must retire from the Township;
- b. Any police officer totally disabled in the line of duty after the completion of one (1) year of service with the Township of Mount Olive's Police Department will be provided with extended benefits. If the officer obtains employment elsewhere, where benefits are provided, the Township then becomes a secondary provider for benefit purposes;
- c. The employee must leave employment in accordance with "Retirement" as defined by Police and Fireman's Retirement System;
- d. An employee who retires pursuant to this Article and is the recipient of health insurance described herein will be prohibited from re-entry into the health insurance program described herein in the event said employee should remove themselves from the program during retirement.

- e. The maximum amount which shall be contributed by the employer towards health insurance herein shall not exceed \$1,300.00 per employee per annum for employees retiring prior to January 1, 1994.
- 3. For officers hired on or after January 1, 2020, an officer must have a minimum of twenty (20) years of service with the Township of Mount Olive and must retire from the Township to be eligible for retiree benefits for themselves, eligible dependents and their spouses that is equal to that provided for current employees.
- 4. The following term shall be maintained with the medical insurance program provided for employees covered by this contract:
 - a. Short/long term disability with costs to be shared equally between the Township and the employee.
- 5. The health insurance contribution shall be calculated depending on the NJHIF Plan chosen by the employee. The NJHIF Aetna 2030 plan will require an employee contribution of 1.5% of their base salary. If an employee chooses any higher-level plan, the employee will only make a contribution equal to the difference between the base plan and the plan chosen. This premium contribution shall be made in equal installments by payroll deduction and those installments may change if step increases or promotions occur and to the extent possible will be treated as a Section 125 pretax deduction.

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 not limited to, 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 of 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.
 5. The Township reserves the right to reduce the workforce. In the event of such a reduction, members will be laid off in the inverse order of seniority. If the Township determines to fill a vacancy at the time when members are laid off, the Township shall first attempt to fill the vacancy by recalling the member in reverse order of the layoff.
- B. Nothing contained herein shall restrict the Township in the exercise 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 member covered by this contract, N.J.S.A. 40A: 14-147 to 14-151 shall regulate the procedure covering the same and shall supersede 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 Township Personnel Ordinance, supersedes all related articles in the present Personnel Ordinance governing members 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 F.O.P. 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 F.O.P. against a member covered by this Agreement on account of race, color, creed, sex, national origin or marital status.
- B. There shall be not discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the members covered under this Agreement because of their membership or non-membership in the F.O.P.
- C. The F.O.P. its members and agents, shall not discriminate against, interfere with, restrain or coerce any members covered under this Agreement who are not members of the F.O.P. and shall not solicit membership in the F.O.P. or the payment of dues during working time.

ARTICLE XX

SEVERABILITY 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 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 foregoing 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

The Township agrees to provide the F.O.P. with space to post bulletins and other F.O.P. related information in police headquarters within plain view of F.O.P. members. A storage area no smaller than that currently in use shall be provided for the storage of F.O.P. property and records.

ARTICLE XXIII

PROMOTIONS

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

1. 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.
2. The recommendation of the Chief shall be thereafter submitted to the appropriate authority for purposes of final selection.

ARTICLE XXIV

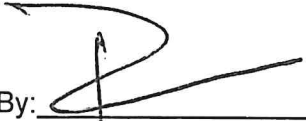
DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2024 through December 31, 2029. 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 F.O.P. All terms 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 1, 2029.

IN WITNESS WHEREOF, the parties hereunto caused this to be signed and attested to by the proper corporate officers and the seal affixed and have hereunto set their hands and seals this 21st day of December, 2023.


TOWNSHIP OF MOUNT OLIVE

FRATERNAL ORDER OF POLICE, Police Sergeants Association

By: 
Robert Greenbaum,
Mayor

By: 
FOP Police Sergeants Representative

ATTEST: 12/28/23


Michelle Masser
Township Clerk