

**RESOLUTION R:124-2017**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
MONROE AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT  
BETWEEN THE TOWNSHIP OF MONROE AND MONROE TOWNSHIP  
POLICE OFFICERS ASSOCIATION**

**WHEREAS**, Jim DeHart and Andy Pease currently serves in the capacity of Chairman of the Monroe Township Police Officers Association; and

**WHEREAS**, the Township of Monroe and the Monroe Township Police Officers Association have negotiated a collective bargaining agreement; 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 negotiation between the Township of Monroe and Monroe Township Police Officers Association be authorized and executed by the proper Township of Monroe Officials.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Monroe that the Mayor is hereby authorized to execute said Agreement commencing January 1, 2015 through December 31, 2017.

**ADOPTED** at a meeting of the Township Council of the Township of Monroe on April 10, 2017.

**TOWNSHIP OF MONROE**



**CNCL. PRES., BART MCILVAINE**

**ATTEST:**




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

**RESOLUTION R:124-2017**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
MONROE AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT  
BETWEEN THE TOWNSHIP OF MONROE AND MONROE TOWNSHIP  
POLICE OFFICERS ASSOCIATION**

**CERTIFICATION OF CLERK**

The foregoing resolution was duly adopted at a meeting of the Township Council of the Township of Monroe held on the 10<sup>th</sup> day of April 2017 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	Abstain	Absent
Cncl Dilks	✓			
Cncl. DiLucia	✓			
Cncl. Garbowski	✓			
Cncl. Heffner	✓			
Cncl. Marino	✓			
Cncl. Miller	✓			
Cncl. Pres. Melvaine	✓			
<b>TALLY:</b>	<b>7</b>			

**AGREEMENT**

**between the**

**MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION**

**and the**

**TOWNSHIP OF MONROE**

---

**January 1, 2015 through December 31, 2017.**

---

LAW OFFICES  
**LOCCKE, CORREIA & BUKOSKY**

24 SALEM STREET  
HACKENSACK, NEW JERSEY 07601

(201) 488-0880  
FAX (201) 488-8051

RICHARD D. LOCCKE  
MANUELA A. CORREIA (1948-1996)  
MICHAEL A. BUKOSKY\*\*  
LAUREN P. SANDY  
COREY M. SARGEANT\*



OF COUNSEL  
LEON B. SAVETSKY\*

\* MEMBER N.Y. AND N.J. BARS  
\*\* MEMBER N.Y., PA. AND N.J. BARS

March 28, 2017

VIA Regular Mail and E-Mail  
Michael J. DiPiero, Esq.  
Brown & Connery, LLP  
360 Haddon Avenue  
Westmont, New Jersey 08108

**Re: Township of Monroe  
-and-  
Monroe Township Police Officers Association  
Proposed Contract**

Dear Mr. DiPiero:

We are enclosing a copy of the proposed Agreement for your review. Should the Township find the Agreement acceptable, please execute accordingly and return a copy to me.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,  
**LOCCKE, CORREIA, & BUKOSKY**

Corey M. Sargeant, Esq.

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE I- Recognition.....	4
ARTICLE II- Non-Discrimination.....	4
ARTICLE III- Association Rights and Responsibilities.....	4
ARTICLE IV- Management Rights.....	5
ARTICLE V- Leave of Absence Without Pay.....	6
ARTICLE VI- Maintenance of Operation.....	6
ARTICLE VII- Grievance Procedure.....	7
ARTICLE VIII- Compensation.....	10
ARTICLE IX- Sick Leave.....	14
ARTICLE X- Hours and Overtime.....	16
ARTICLE XI- Training.....	18
ARTICLE XII- Clothing and Cleaning Allowance.....	19
ARTICLE XIII- Vacations.....	21
ARTICLE XIV- Service Records.....	22
ARTICLE XV- Bereavement Leave.....	23
ARTICLE XVI- Insurance.....	23
ARTICLE XVII- Personal Leave.....	26
ARTICLE XVIII- Military Leave.....	26
ARTICLE XIX- Credit for Past Experience.....	27

ARTICLE XX-	Compensatory Time.....	27
ARTICLE XXI-	College Credit.....	27
ARTICLE XXII-	Miscellaneous Provisions.....	27
ARTICLE XXIII-	Police Persons Rights.....	30
ARTICLE XXIV-	Duration of Agreement.....	35
SALARY SCHEDULE A.....		37
SALARY SCHEDULE B.....		38

**ARTICLE I  
RECOGNITION**

The Township agrees to recognize the Monroe Township Police Officers' Association, hereinafter referred to as the "Association", as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all Police Officers, Detectives, Sergeants, Lieutenants and Dispatchers, but excluding the Director of Public Safety, Chief of Police, Deputy Chief, Captain, and secretaries.

**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.

**ARTICLE III  
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Official delegates of the Association will be granted administrative leave, with pay, in accordance with the provisions of N.J.S.A. 11:26c-4 for the purposes set forth therein.
- B. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of the Agreement by such members.
- C. During negotiations, the Association representatives so authorized by the

Association, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary. All such negotiation meetings shall be mutually scheduled. Such excused individuals, however, shall be available for duty in the event that the need arises.

#### **ARTICLE IV MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself, with 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. To 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 provision of law, to determine their qualifications and condition 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.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township shall be limited only by the specific and express terms of this Agreement.
- C. 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 provisions or application



shall not be deemed valid and substituting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE V  
LEAVE OF ABSENCE WITHOUT PAY**

A leave of absence without pay shall, with the approval of the Mayor, be granted for good cause to any employee who has been employed for a period of Ninety (90) days after the probationary period. Officers eligible for FMLA Leave shall run said leave concurrently with a leave of absence so long as such leave is eligible for FMLA.

**ARTICLE VI  
MAINTENANCE OF OPERATION**

- A. It is recognized that the need for continued and uninterrupted operations of the Township's departments and agencies is of paramount important to the citizens of the community, and that there should be no interference with such operations.
- B. Neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage slowdown, sick-out, walking or other illegal job action against the Township.
- C. In the event of a strike, slowdown, work stoppage, sick-out, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered

under this Agreement shall entitle the Township to take legal and statutory remedies.

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

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **A. Purpose**

1. 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 procedure.

### **B. Definition**

1. A "grievance" is an assertion by an employee or the Association based on a controversy arising over the interpretation, application, or alleged violation of this Agreement, policies, or administrative decision.
2. An "aggrieved person" is the person or persons making the assertion.

### **C. Steps of the Grievance Procedure**

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:

#### **1. Step One**

- a) An aggrieved employee or the Association shall institute action under the provision hereof within twenty (20) days of the occurrence of the grievance;

an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said twenty (20) 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.

- b) The Chief of Police may hold a hearing at the request of the Association and shall render a decision in writing within five (5) days from the receipt of the grievance.

## **2. Step Two**

- a) In the event a satisfactory settlement has not been reached at Step One, the grievant/Association may within ten (10) days of the Chief of Police decision file his written grievance with the Director of Public Safety.
- b) The Director of Public Safety may hold a hearing at the request of the Association, and shall review the matter and make a determination within ten (10) days from his receipt of the grievance.

## **3. Step Three**

- a) In the event a satisfactory settlement has not been reached at Step Two, the grievant/Association may within five (5) days of the Director of Public Safety's decision, file his written grievance with the Personnel Manager/Business Administrator.
- b) The Personnel Manager/Business Administrator shall hold a hearing at the

request of the Association and within ten (10) days from the receipt of the grievance and make a written determination.

**4. Step Four**

- a) In the event of the grievance has not been resolved at Step Three, the grievant/Association may within ten (10) working days of the Personnel Manager/Business Administrator's decision request arbitration. The arbitrator shall be chosen in accordance with their rules of the Public Employment Relations Commission (PERC). The parties shall then be bound by the rules and procedures of the PERC in the selection of an arbitrator.
- b) The arbitrator so selected shall confer with the representatives of the Township and the grievance/Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearing have been waived, then from the date the final statements and proof on the issue are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Township and the grievant/Association and shall be binding on the parties.
- c) The costs for the service 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 the same.

**ARTICLE VIII  
COMPENSATION**

**A. Wages**

1. All employees covered by this Agreement shall be entitled to receive the wage rates for their respective job title as reflected in Salary Schedule A. New wage rates shall become effective on the first of month for each increase period reflected in Salary Schedule A. Employees shall be paid on a bi-weekly basis.
2. As reflected in Salary Schedule B, 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 37<sup>th</sup> month of service.
3. As reflected in Salary Schedule B, the base wage of a Police Officer who is hired after January 1, 2008 shall be as follows:

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

**B. Longevity**

1. Longevity shall be paid to all employees as reflected in Salary Schedule A. Longevity is calculated as follows: After 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.
  2. In the event that the respective years of longevity are attained during the course of any calendar year, the longevity percent payment will be calculated on a percentage of the remainder of the calendar year.
- C. The hourly rate of pay shall be computed on 2,080 hours per year, divided into the employee's base yearly salary.
- D. A complete shift change may only occur in the first week of January. A schedule will then be posted for said change(s) in December.
- E. All extra pay and court appearances pay up to and including the third week in November in each calendar year shall be paid on the last regular payday in November. Extra pay earned during the remainder of the calendar year shall be paid on the first regular payday in January of the next calendar year.

F. Shift Differential

1. Each employee shall be paid \$2.00 per hour shift differential for the overnight shift (1700-0500; 1800-0600).

G. Rank Differential

Effective January 1, 2015, Salary Schedule A shall reflect a rank differential paid to the members of the bargaining unit as follows:

**Detective/Corporal** 4% more than max base of a Police Officer (previously rolled into base salary effective January 1, 2012)

**Sergeant** First and second year of promotion: 6% more than the max base of a Detective/Corporal

Third year and thereafter: 12% more than max base of a Detective/Corporal

**Lieutenant** 4.3% more than max base of a Sergeant

H. Detective and Traffic Unit Stipend

A stipend for officers permanently assigned to the Detective and Traffic Units will be implemented in lieu of the current "on call" stipend and "shift differential pay." The stipend shall be \$3,000 per year for officers permanently assigned to these units. Officers assigned to these units on a temporary basis shall continue to receive "on call" and "shift differential" pay where applicable.

I. Out of Title Pay

Officers who perform duties ordinarily assigned to a higher rank will receive the pay of that higher rank after he has been performing such duties for seven (7) working days or more.

**J. K-9 Compensation**

1. It is agreed by the parties that each K-9 officer shall receive as compensation for the care, feeding, etc of his dog, one (1) hour off each day. It is understood that this one (1) hour off is to be considered as work time for the K-9 officer. In the event that a work assignment does not allow K-9 officer to take the hour on any given work day, such hour(s) shall be accumulative and may be used by the K-9 officer at later date upon request.
2. A bargaining unit member who is assigned K-9 duty shall be reimbursed for a maximum of two weeks kennel costs per year that have been actually incurred.
3. In addition to the one hour off each work day provided herein, a bargaining unit member who is assigned K-9 duty shall be compensated for the care, feeding etc. of the dog on time outside of the normal work day (after work, vacation etc) by the receipt of \$3,500 that shall be in addition to that officers' annual compensation.
  - a) The compensation shall be paid in four equal annual payments and shall be included in the first paycheck following the completion of the calendar quarter in which it is earned. If an officer should terminate services during the quarter, the payment shall be prorated on the basis of calendar days for that quarter.



**ARTICLE IX  
SICK LEAVE**

- A. Paid sick leave shall be earned at the rate of twelve (12) days the first year, or as earned, and fifteen (15) days each year thereafter. Employees hired after January 1, 1996 shall be entitled to only twelve (12) days per year.
- B. Unused sick leave shall accumulate without limitation from year to year. All sick leave banks from the period ending December 31, 2011 shall be converted from "days" to hours at the conversion rate of 10 hours per day. Effective January 1, 2012, after the 1<sup>st</sup> of the year, officers assigned to 10 hour work shifts shall earn 150 hours (15 days x 10 hours) of sick leave per year. Officers assigned to 12 hour work shifts shall earn 180 hours (15 days x 12 hours) of sick leave per year. Annual sick leave sellback will continue to be calculated at the current maximum rates of 80 hours per year (10 days at 8 hours per day). For the purposes of calculation, recordkeeping, and implementation, officers scheduled for 10 hour shifts shall be eligible to sell back up to 80 hours per year after accumulating 600 hours (60 days of 10 hours) of unused sick leave. Officers scheduled for 12 hour shifts during the first year of the agreement shall be eligible to sell back up to 80 hours per year after accumulating 660 hours, thereafter officers scheduled for 12 hour shifts shall be eligible to sell back up to 80 hours per year after accumulating 720 hours (60 days of 12 hours).
- C. Retirement Sick Leave Sell Back: Sick leave sell back will be calculated as follows:
1. Employees employer prior to January 1, 1993 shall be calculated as follows:  
Accumulated sick leave banks hours times 80% times 75% at the employer's per diem rate of pay.

*Conversion Example:*

*Old Contract:*

*100 days x 8 hours per day = 800 hours x 75% = 600 hours*

*New contract:*

*100 days x 10 hours per day = 1,000 hours x 80% x 75% = 600 hours*

2. Employees employed on or after January 1, 1993 shall be calculated as follows:

*Conversion Example:*

*Old Contract:*

*165 days x 8 hours per day = 1,320 hours x 75% = 990 hours maximum payout*

*New Contract:*

*75% of accumulated sick leave bank up to a maximum payout of 990 hours*

- D. A physician's certificate may be requested by the Director of Public Safety and/or Chief of Police when sick leave is claimed for more than three (3) consecutive days absence.

E. Worker's Compensation

1. Worker's Compensation awards shall be deducted from the regular salary of the employee for the days absent covered by the Worker's Compensation Act. The time lost from employment under the Worker's Compensation Act shall not be deducted from the days permitted for regular sick leave allowance.

F. Compensation for Unused Sick Leave

1. Employees employed prior to the January 1, 1993, shall be compensated for seventy-five percent (75%) of their total accumulated sick leave at the employee's per diem rate of pay upon retirement or upon severance of employment caused by a job-related permanent disability.

2. Employees employed on or after January 1, 1993, 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 per diem rate of pay upon retirement or upon

severance of employment caused by a job-related permanent disability.

- G. Upon completing five (5) years of service, the employee, after accumulating and reserving a minimum of sixty (60) days unused sick leave, shall have the right and the option, with the advice and consent of the Township, to sell back up to ten (10) days of accumulated unused sick leave, for that year.

An employee, to be considered for such a sell back, must adhere to the following:

1. Written notification for sell back must be made by the employees to the Township no later than November 1<sup>st</sup>.
2. The request must be approved or disapproved by the Township by December 1<sup>st</sup>.
3. Payment shall be received by December 14 of the year in which the sick leave is a sold back.

#### **ARTICLE X HOURS AND OVERTIME**

- A. An employee assigned to patrol functions will generally work two-on, two-off; three-on, two-off; two-on, three-off during a pay period.

Below is a sample 12hr schedule. The 1's represent the first shift from 6:00 a.m. to 6:00 p.m. The 2's represent the second shift from 6:00 p.m. to 6:00 a.m. The O's represent days off from work. Shift breakers will start one hour prior to the regular start time.

**PATROL 12HR SCHEDULE**

Platoon	Week	Mon	Tue	Wed	Thur	Fri	Sat	Sun
A	1ST	1	1	0	0	1	1	1
B		0	0	1	1	0	0	0
C		2	2	0	0	2	2	2
D		0	0	2	2	0	0	0
A	2ND	0	0	1	1	0	0	0
B		1	1	0	0	1	1	1
C		0	0	2	2	0	0	0
D		2	2	0	0	2	2	2

**B. Employees required to work in excess of their regular shift, with the approval or at the request of their supervisor, shall be paid one and one-half (1½) times their regular rate of pay for all time in excess of forty (40) hours per week.**

**C. Court Time**

**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.**

**D. Re-Call**

**A minimum of three (3) hours shall be paid to any employee who is re-called to work. A "recall to work" as used herein shall be defined to mean any occasion on which a bargaining unit member is required to work outside of his or her normal shift that is not**

connected to the end of the shift.

**E. On-Call**

Effective January 1, 2008, any employee who is required to be on call shall be compensated at the rate of one (1) hour at time and one-half for each weekend day (Saturday and Sunday) day in which the on call status occurs.

**F. Holidays**

Any bargaining unit member who is required to work on or after January 1, 2008 on any of the thirteen (13) days currently designated as a holiday in the Township Code shall be compensated at the rate of time and one-half (1½) for all hours actually worked on the holiday.

**ARTICLE XI  
TRAINING**

- A. Any policeman attending a Police Academy or any other police training course or facility for the purpose of learning or improving his skills as a policeman shall be compensated straight time pay to complete the course unless said course runs beyond the normal eight (8) hour day, in which case no additional compensation will be paid. Also, any officer scheduled to attend a training course on his/her days off shall be entitled to an equal number of days off either before or after attending the training course.
- B. The number of employees allowed to attend courses will be determined by the Liaison Committee with approval of the Director of Public Safety.
- C. All notices of available police training courses shall be posted by the administration as soon as possible after receipt.
- D. Township agrees to establish an in-service training program for employees that will

commence not later than June 1, 1984. Such program(s) shall be developed by the Liaison Committee to be overseen by the Director of Public Safety.

## ARTICLE XII CLOTHING AND CLEANING ALLOWANCE

### A. Clothing Allowance

The Police Administration shall prescribe suitable uniforms to be worn by the Police Officers, and other personnel included in Article I of the Agreement. All uniforms and equipment necessary to the safe and efficient functioning of said personnel shall be provided in the initial issue at the expense of the Township. Said uniform shall include a bulletproof vest, a sufficient number of walkie talkies for each shift, guaranteeing a minimum number for the safe and efficient operation of the department.

### B. Initial Issue

Each Police Officer shall be issued an initial issue upon hiring. This issue shall include but not be limited to the following:

4 pair pants

4 summer shirts and patches

4 winter shirts and patches

3 ties

1 hat

1 coat, winter reefer and patch (Blauer Gorten GTX - 90172)

1 coat, ¾ light weight and patch

1 coat, chill breaker, waist length and patch

1 set of Class B uniforms (1 ls shirt, 1 ss shirt, 1 pr. Pants)  
1 raincoat and hat  
1 pair boots, rubber  
2 hat badges (no numbers necessary)\*  
2 breast badges (no numbers necessary)\*  
1 bulletproof vest  
1 flashlight  
1 Department-duty weapon w/ choice of leather ammo pouch  
1 box ammo per year  
1 winter hat  
holster  
garrison belt  
Sam Brown belt  
leather ammo pouch, choice of 2 or 4 magazine  
pepper spray  
keepers (4)  
2 pair shoes (1 pair low quarter, 1 pair ¾ style)  
1 pair handcuffs and case  
1 ASP or PR24 and holder  
1 hat band  
1 chin strap

\* Note: Any officer possessing only one (1) and one (1) breast badge as of the date of signing this

Agreement shall receive an issue of one (1) additional hat and breast badge.

**C. Replacing Clothing**

1. The Township agrees to replace all items of clothing/equipment specified in the "initial issue" above or worn by an employee during the official performance of duty that are damaged while an officer is on duty.

2. The Township shall provide to each officer or detective employed, one (1) set of Class B uniforms as specified in the listing of "initial issue" items above.

**D. Flashlights, batteries and bulbs for the flashlight, duty weapon, bulletproof vest, handcuffs, PR24, and pagers shall be supplied by the Township.**

**E. K-9 Officers' Uniforms - The present dress boots shall be continued to be provided and/or replaced as needed by the Township.**

**F. Each bargaining unit member shall be provided with an annual uniform allowance in an amount of Eight Hundred Dollars (\$800.00).**

**ARTICLE XIII  
VACATIONS**

**A. Vacation time shall be converted to hours and each year officers shall receive vacation leave pursuant to the following schedule:**

1. In the 1<sup>st</sup> year of service, an officer will shall accumulated 12 hours for each month of service.

2. One (1) year but less than three (3) years an officer shall receive 144 hours. (Up to 24 hours to comply with NJ Statute). Equivalent to 12 working days.

3. Three (3) years but less than ten (10) years an officer shall receive 150 hours.



Equivalent to a minimum of 12.5 working days.

4. Ten (10) years but less than fifteen (15) years an officer shall receive 200 hours.

Equivalent to a minimum of 16.67 working days.

5. Fifteen (15) or more years an officer shall receive 250 hours. Equivalent to a minimum of 20.83 days.

6. For employees hired prior to January 1, 1996, and having twenty (20) years or more, shall receive 300 hours. Equivalent to a minimum of 25 days.

- B. 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.

#### **ARTICLE XIV SERVICE RECORDS**

- A. Employees covered by the Agreement shall be entitled to inspect their service records upon request and by appointment.
- B. Employees covered by this Agreement shall have a reckoning period in regard to their service records. The reckoning period ("that period during which an employee is expected to have a record free of the same type of offense") shall be for a period of three (3) years. At the end of the three (3) years reckoning period all documents pertaining to that offense shall be removed from said employee's file. Thereafter, no reference will be made of said offense and it shall not be relied upon for any reason whatsoever pertaining to the employee's terms and conditions of employment. All reckoning periods shall be computed from the date the first offense was committed. Nothing herein shall be construed as preventing the Township from maintaining a file in a locked cabinet in the Township Manager's office, to which the Manager alone has access, pertaining to incidents that the Township may be required to maintain for federal law. Such records will be utilized solely for that purpose as required by law and otherwise will be held in complete confidence.

**ARTICLE XV  
BEREAVEMENT LEAVE**

**A. Death in the Family**

1. All employees, upon application of permission, shall be entitled to give (5) work days off with full pay in the event of each death in the immediate family.  
The "immediate family" shall mean father, mother, wife, husband, child, brother, sister, or any member of the employee's immediate household.
2. All employees shall be entitled to two (2) days off with full pay in the event of each death of grandparents, nephew, nieces, uncles, aunts, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

**ARTICLE XVI  
INSURANCE**

- A. Effective April 1, 2016, the Township shall provide health and prescription benefits through the New Jersey State Health Benefits Plan. Employees shall be eligible to select any available "co-insurance" plan, including but not limited to Direct 10.
- B. The Township shall maintain a dental coverage program for its employees and eligible dependents.

\*Coverage for such Program shall be:

1. Preventative and Diagnostic: 100%
2. Remaining Basic Benefits: 80%
3. Restorations: 50%
4. Prosthodontic Benefits 50%
5. Maximum per patient per calendar year: \$1,000
6. No deductibles

7. Orthodontic Benefits 50%

(Up to \$1,000.00 per case)

- C. Effective January 1, 2008 the Township shall provide, free of charge, all bargaining unit members and their eligible dependents with Patriot V with a five dollar (\$5.00) co-payment for doctor's visits and a five dollar (\$5.00) for drug prescriptions.
- D. Effective January 1, 2010 the Township shall provide, free of charge, all bargaining unit members and their eligible dependents with Patriot V with a ten dollar (\$10.00) co-payment for doctor's visits and five dollar (\$5.00) co-payment for drug prescriptions.
- E. Effective January 1, 2011 the Township shall provide, free of charge, all bargaining unit members and their eligible dependents with Patriot V with a ten dollar (\$10.00) co-payment for doctor's visits and ten dollar (\$10.00) co-payment for drug prescriptions.
- F. Mail-Ins for maintenance drugs shall remain free of charge for the period of this collective bargaining agreement.
- G. Bargaining unit members enrolled in Patriot X prior to April 1, 2016 shall be permitted to purchase the Patriot X Plan by paying the difference of premium cost between the Patriot X Plan and the Patriot V Plan.
- H. The Township agrees to maintain coverage of medical plans for retiring employee in good standing, and spouse if applicable, retiring on pension or medical disability. Said coverage shall remain in effect until such time as the retiree is eligible for either Medicare or Medicaid or both.
- I. A retiring employee may at his/her request and cost, continue the life insurance policy coverage presently in effect through the Township. Retiree health benefits will be

secondary to Medicare. All Medicare Part B payments will be reimbursed on an annual basis in January for the prior year. Requests for reimbursement must be made within 60 days of January 1<sup>st</sup> of any year.

J. The parties shall abide by the Chapter 78 health benefit contributions to premiums.

K. Death Benefit

If an officer 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 to age twenty-three (23).

L. Effective January 1, 2004 each bargaining unit member shall contribute \$5 a pay toward the premium cost of the non-work related disability program.

M. 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:

1. Except as otherwise provided herein, the Program that existed prior to January 1, 2008 shall remain in full force and effect.
2. 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%.
3. Eligible participants will continue to accrue all benefits while receiving payments under this program.
4. 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.

**ARTICLE XVII  
PERSONAL LEAVE**

**A. Personal Business**

1. Employees shall be entitled to two (2) personal days within each calendar year calculated in hours (10 hours or 12 hours per day) in accordance with the officer's work schedule.
2. Personal leave must be authorized by the sergeant and approved by the Chief of Police or his designee.
3. Employees shall not be granted personal leave days on a day immediately before or after a holiday, or during a vacation period.

**ARTICLE XVIII  
MILITARY LEAVE**

- A. Where an employee is a member of the National Guard or any reserve unit, or the Armed Forces of the United States, and is required to engage in field training or to attend weekly drill meetings, he shall be granted military leave of absence with full pay for the period of such training or meeting. Such leave shall not affect his vacation. During the period of training, the Township shall pay the employee his full pay. Military leaves shall be granted for training obligations consistent with NJAC 5A:2.**
- B. In the event that any member of the bargaining unit is called into active military service, the Township shall for the duration of that service maintain that officer's health and other benefits in full force and effect and the pay the difference in compensation between that actually received by the officer from the military service and that which he or she would have received under the terms of this Agreement.**

**ARTICLE XIX  
CREDIT FOR PAST EXPERIENCE**

- A. Any officer hired with three (3) or more years experience will start at the second level in the pay scale.
- B. Any officer hired with six (6) or more years experience may start at up to the third level in the pay scale.

**ARTICLE XX  
COMPENSATORY TIME**

- A. All personnel covered under this Agreement shall be able to accumulate and carry five (5) days of compensatory time. Said compensatory time may be taken any time at the discretion of the sergeant, and with the approval of the Chief of Police or his designee.

**ARTICLE XXI  
COLLEGE CREDIT**

- A. All employees covered by this Agreement shall be entitled to four hundred dollars (\$400.00) for an Associate of Arts Degree, eight hundred dollars (\$800.00) for a Bachelor of Arts 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 employees.

**ARTICLE XXII  
MISCELLANEOUS PROVISIONS**

- A. Kelly Time

Officers who are assigned to regularly scheduled twelve (12) hour shifts shall receive one hundred and four (104) hours of "Kelly" time off credited to the officer January 1<sup>st</sup> of each year. Kelly time must be used or assigned within the year it is earned. This shall also be applied if the officer is separated from employment. Effective January 1<sup>st</sup>, 2016, unit employees in positions that receive Kelly time shall have the option to utilize the leave time or receive straight pay for any unused hours at the end of the calendar year in which it is earned.

**B. Schedule Change**

When an officer's regular work schedule is changed from a ten (10) hour shift to a twelve (12) hour shift, or changed from a twelve (12) hour shift to a ten (10) hour shift, the officer's earned sick leave and compensatory time shall be pro-rated to reflect the schedule change. Pro-ration shall take effect in rounded to the month the schedule takes effect.

**C. Personal Automobile**

Any employee requested/required to use his personal automobile for department related business, shall receive mileage compensation equal to the current rate per mile.

**D. Liaison Committee**

An Association-Township Liaison Committee consisting of seven (7) representatives, four (4) from the Association and three (3) from the Township including at least one (1) City Council member shall meet at least six (6) times per year to discuss the administration of this Agreement and other concerns that may arise during the term of this Agreement. Copies of the agenda will be prepared two (2) days prior to the meeting.

**E. Police Officers who have been released to return to work from a work-related injury, with**

restrictions, by their physician and said restrictions allow them to perform the duties outlined below shall be eligible for participate in this program:

1. A Police Officer's ability to return to work with restrictions and transitional work assignments ("transitional duty") must be approved, in writing, by his/her physician.
2. Police Officers may make application, in writing, to the Police Chief in order to be considered for a transitional duty position. This application must be accompanied by a release to return to work from their physician outlining what physical restrictions have been placed on their return to work.
3. Police Officers can also be assigned transitional duty positions by the Police Chief as a result of being released to return to work with restrictions by the Township's physician.
4. In the event that the Police Officer's physician and the Township's physician should disagree either as to the Officer's ability to return to work or restrictions thereon, the two physicians shall agree on a third physician to resolve the dispute. The fees of the third physician shall be paid by the Township. All concerned shall be bound by his decision.
5. A Police Officer can be denied a transitional duty position if there are none currently available. A Police Officer can also be removed from a transitional duty prior to being released for unrestricted duty, if the Police Chief believes that another Police Officer will benefit more from being in the transitional duty position.



6. Police Officers eligible for traditional duty will be assigned to the shift that they normally work and will be required to perform only tasks that have been otherwise performed by fully-capable Police Officers. Under no circumstances shall a bargaining unit member be directed to perform any demeaning work any task that is or has been performed by non-bargaining unit personnel. The Chief will have the responsibility to assign the modified work assignments to each Police Officer released for transitional duty in accordance with this Agreement.

**ARTICLE XXIII  
POLICE PERSON'S RIGHT**

- A. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees that every police officer shall have the right to freely organize, join and support the F.O.P., P.B.A. and/or Monroe Township Police Officers Association, or other bargaining agents for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
- B. Elected representatives, not to exceed one (1) from the Association shall be permitted time off to attend grievance sessions, providing the efficiency of the Department is not affected thereby.
- C. The employer agrees to maintain a personnel file for each employee covered under this contract and further agrees that such file will be maintained in a secure place. A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of such inspection. Any request for such inspection will be submitted to the Chief of Police prior

to such inspection. The Township agrees to notify the individual officer if any material is placed in his personnel file. The employer agrees to provide an initial copy of the material at no expense to the employee. The employee may, upon reasonable request, and at his or her own expense, obtain additional Photostat copies of any material contained in his or her personnel file.

- D. A police officer has the same rights to engage in political activity as afforded to any citizen. This right to engage in political activity shall not apply to any police officer when he/she is on duty or when he/she is acting in his/her official capacity.
- E. All complaint or allegations filed by a civilian against a member or employee of the Department shall be made under oath and shall be notarized.
- F. Whenever a police officer is under investigation or subjected to interrogation by a law enforcement agency, for any reason, which could lead to disciplinary action, demotion, loss of pay or dismissal, the investigation or interrogation shall be conducted under the following circumstances:
  - 1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required. If off-duty, the police officer shall be paid at his/her hourly rate.
  - 2. The interrogation shall take place in the conference room in Police Headquarters.
  - 3. The officer shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under investigation shall be

asked by and through one interrogator.

4. No complaint against a police officer shall be investigated unless the complaint be dully sworn to before an official authorize to administer oaths.
  5. The officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation, and of the names of all witnesses and complainants.
  6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
  7. The officer under interrogation shall not be threatened with transfer, dismissal, or disciplinary action.
  8. A complete record, either written, taped or transcribed shall be kept of the complete interrogation of the officer, including all rest periods. A copy of the record shall be available to the officer or his/her counsel upon request.
  9. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.
  10. At the request of any officer under interrogation, he/she shall have the right to be represented by counsel or any other responsible representative of his/her choice who shall be present at all times during the interrogation, unless waived by the officer. The interrogation shall be suspended for reasonable time until representation can be obtained.
- G. No ordinance shall abridge nor shall the Police Department adopt any regulation which

prohibits the right of an officer to bring suit arising out of his/her duties as a law enforcement officer.

- H. No officer shall be required or requested to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditure, (including those of any member of his/her household or family,) unless such information is necessary in the investigation of a possible conflict of interest with respect to the performance of his/her official duties, or unless such disclosure is required by law.
- I. If the investigation or interrogation of an officer results in the recommendation of some action, such as demotion, dismissal, written or oral reprimand, loss of pay, reassignment or similar action which would be considered a punitive measure, then at the option of the Township, before taking such action, the Township shall give notice to the officer that he is entitled to a hearing on the issues by the investigation committee. The notice shall state the time and place of the hearing and the issues involved. An official record, including testimony and exhibits, shall be kept of the hearing.
- J. If the Township opts to proceed before an investigation committee, the hearing shall be conducted by a committee to consist of two representatives of the Association and two superior officers designated by the Public Safety Director. Both the Police Department and the officer shall be given ample opportunity to present evidence and argument with respect to the issues involved. Both may be represented by counsel. Upon completion of the hearing, the hearing committee shall advise the Chief of Police, in writing, of its findings and recommendations regarding disciplinary action they feel should be taken. This summary shall be signed by the each member of the committee, and transmitted to the

**Chief of Police within five (5) working days after the hearing.**

- 1. The Chief of Police shall review the summary and recommendations, and then he shall either endorse or reduce the recommended penalty, if any.**
  - 2. The Chief of Police may recommend an increased penalty only after reviewing the entire hearing, and only after providing an opportunity for the accused and/or his defense representative to be heard.**
  - 3. The Chief of Police shall forward his recommendation to the Public Safety Director for the final action within ten (10) working days after receipt.**
  - 4. In the event that a bargaining unit member is dissatisfied with the result thereby reached, the Association may initiate proceedings under Article VII ( C ) (Step Four) to determine whether any such result was for just cause.**
- K. Evidence which possesses probative value commonly accepted by reasonable and prudent men in the conduct of their affairs shall give effect to the rules of evidence recognized by law, and shall exclude incompetent, irrelevant, immaterial and unduly repetitious evidence. All records and documents which any party desired to use shall be offered and made part of the record. Documentary evidence may be received in the form of copies of excerpts, or by incorporation by reference.**
- L. Every party has the right of cross-examination of the witnesses who testify and may submit rebuttal evidence**
- M. The investigating committee conducting the hearing may take notice of judicially noticeable fact and, in addition, may take notice of general, technical or scientific facts within its specialized knowledge. Parties shall be notified beforehand of the material so**

notice.

- N. Any decision, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact. The findings shall be expressed in a concise statement upon each issue in the case. A copy of the decision or order and accompanying findings and conclusions, along with written recommendations for action, shall be delivered or mailed promptly to the officer or his attorney.
- O. No officer shall be discharged, disciplined, demoted, or denied promotion, transferred or reassigned, or otherwise discriminated against in regard to his employment or be threatened with any such treatments, by reason of his exercise of or demand for the rights granted in this Agreement, or by reason of the lawful exercise of his constitutional rights.
- P. Notwithstanding any provisions of this Article, the Department of will follow the rules and procedures set forth in the Attorney General's Internal Affairs Policy & Procedures ("Policy & Procedures "); and to the extent the provisions of this Article conflict with the Policy & Procedures said conflicts shall be resolved in favor of the Policy & Procedures.

**ARTICLE XXIV  
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of January 1, 2015, and shall continue in effect until December 31, 2017.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing. All approved practices and procedures currently in effect, not in conflict with this Agreement, shall continue in full force throughout the duration of this Agreement.

## MTPOA Salary Schedule A

<b>Monroe Township Police Officer Association (MTPOA) - Pay Scale 2014 - 2017</b>							
Job Title Classification	Sep-14 Salary	Jan-15 Hr Rate	Jan-15 Salary	Jan-16 Hr Rate	Jan-16 Salary	Jan-17 Hr Rate	Jan-17 Salary
<b>Police Officer</b>							
Year 1	39,000						
<b>Academy / Training 0 - 9 Months</b>		18.75	39,000	18.75	39,000	18.75	39,000
<b>10 - 12 Months</b>		18.75	39,000	20.67	43,000	20.67	43,000
PTL1 - Year 2	45,000	21.63	45,000	22.62	47,048	22.62	47,048
PTL2 - Year 3	49,751	23.92	49,751	25.01	52,015	25.01	52,015
PTL3 - Year 4	53,898	25.91	53,898	27.09	56,350	27.09	56,350
PTL4 - Year 5	58,044	27.91	58,044	29.18	60,685	29.18	60,685
PTL5 - Year 6	67,661	32.53	67,661	34.01	70,740	34.01	70,740
PTL6 - Year 7	76,119	36.60	76,119	38.26	79,582	38.26	79,582
PTL7 - Year 8	87,994	42.29	87,994	44.22	91,998	44.22	91,998
PTL8 - Year 9	89,720	43.13	89,720	45.10	93,802	45.10	93,802
PTL9 - Year 10	93,136	45.22	94,067	45.68	95,008	46.13	95,958
PTL9 - Year 10 (Hired prior to 2012)	93,136	45.78	95,232	46.81	97,374	47.87	99,565
<b>Police Officers (Over 10 Years)</b>	96,861	47.62	99,040	48.69	101,269	49.78	103,547
<b>Police Officers (Over 15 Years)</b>	98,724	48.53	100,945	49.62	103,217	50.74	105,539
<b>Police Officers (Over 20 Years)</b>	100,587	49.45	102,850	50.56	105,164	51.70	107,531
<b>Sergeant (Year 1 &amp; 2)</b>	98,724	48.53	100,945	49.62	103,217	50.74	105,539
Sergeant (Over 10 Years)	102,673	50.47	104,983	51.61	107,345	52.77	109,761
Sergeant (Over 15 Years)	104,648	51.44	107,003	52.60	109,410	53.78	111,872
Sergeant (Over 20 Years)	106,622	52.41	109,021	53.59	111,474	54.80	113,982
<b>Sergeant (Year 3)</b>	104,316	51.28	106,663	52.43	109,063	53.61	111,517
Sergeant (Over 10 Years)	108,489	53.33	110,930	54.53	113,426	55.76	115,978
Sergeant (Over 15 Years)	110,575	54.36	113,063	55.58	115,607	56.83	118,208
Sergeant (Over 20 Years)	112,661	55.38	115,196	56.63	117,788	57.90	120,438
<b>Lieutenant</b>	108,801	53.49	111,249	54.69	113,752	55.92	116,312
Lieutenant (Over 10 Years)	113,153	55.62	115,699	56.88	118,302	58.16	120,964
Lieutenant (Over 15 Years)	115,329	56.69	117,924	57.97	120,577	59.27	123,290
Lieutenant (Over 20 Years)	117,505	57.76	120,149	59.06	122,852	60.39	125,616

C. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. Notice of intention to open negotiations for the calendar year shall be accomplished by either party giving notice in writing to the other not later than September 1<sup>st</sup> of the calendar year in which this Agreement expires. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**FOR THE MONROE TOWNSHIP POLICE OFFICERS ASSOCIATION**

James V. DeHaad III

[Signature]

[Signature]

[Signature]

QQ #707

**FOR THE TOWNSHIP OF MONROE**

Paul P. Tuff

MAYOR

WITNESS

Susan M. Cormick