AGREEMENT

Between

TOWNSHIP OF MOUNT OLIVE

and

MOUNT OLIVE FRATERNAL ORDER OF POLICE

LODGE #122

SUPERIOR OFFICERS

January 1, 2013 through December 31, 2014

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PREAMBLE

THIS AGREEMENT, made and entered into as of this 1st day of January, 2013 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 FRATERNAL ORDER OF POLICE, LODGE 122 Superior Officers, (hereinafter designated as the "F.O.P.") 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 F.O.P., above the rank of sergeant (currently Lieutenants and Captains) exclusive of the Chief, as well as other employees of the Township of Mount Olive. Furthermore, said F.O.P. has been recognized as the exclusive bargaining agent for all Lieutenants and Captains covered by this Agreement.

NOW, THEREFORE, in consideration for services performed by the members of the F.O.P. 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 Superior Officers (excluding Chief) of the Mount Olive Township Police Department, which currently consists of Lieutenants and Captains.

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 police officers in the Township for the term of this Agreement shall be as set forth in Appendix A annexed hereto.

B. Any superior officer working at a higher classification as determined by the Chief of Police or his designee, shall receive the salary rate applicable to the higher classification for the duration of the period said employee performs the duties of the higher classification.

C. Deleted. .

ARTICLE III

LONGEVITY

A. For all superior officers who are hired prior to 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 five (5) full years of service and up to the completion of ten (10) full years of service - four (4%) percent.
2. After the completion of ten (10) full years of service and up to the completion of fifteen (15) full years of service - five (5%) percent.
3. After the completion of fifteen (15) full years of service - six (6%) percent.

B. For all superior officers hired after January 1, 1992, the longevity provisions contained in Article III, Sections A, B & C are not applicable until said officer(s) have been employed by the Township after seven (7) full years.

C. Longevity shall be paid in each employee's regular bi-weekly pay in accordance with Sections A & B of this Article, and shall be utilized for all calculations, including pension.

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 Fair Labor Standard Act regulations.

B.

1. The Chief of Police or his designee shall set all work schedules and shifts in accordance with police division policy. Police officer's schedules will be set and posted on a quarterly basis.

2. If it should become necessary to alter an officer's schedule to accommodate training or a special detail, no change, shall be made by the Township (Department) without the approval of the officer, except as provided for in Title 40A.

C.

1. It is recognized by both parties that a police officer's regularly scheduled work period may exceed forty (40) hours. In no event, unless excepted in this section, shall any police officer work more than an average of forty (40) hours per week over a four (4) week period without authorization by the Department Director or his designated representative.

2. Compensation at premium overtime will be paid for any hours worked in excess of an officers normally schedule shift.

D. The Township agrees to pay a minimum of four (4) hours unscheduled call-out time at premium overtime when an off-duty superior officer is called out of his residence provided that he works for the entire time. However, if the superior officer 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 employee. 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 officer or his designee upon separation or death.

F. Any absence without notice for five (5) consecutive days shall constitute grounds for disciplinary action up and including dismissal in the event of flagrant offenses. No action covered by this subsection may be taken without a hearing, unless waived by the officer.

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 officers, within each rank, on the basis of seniority. Overtime shall then be distributed in accordance with aforesaid lists with the most senior officer selected first and then proceeding down the appropriate list.

I. Effective January 1, 2010 the superior officer stipend for on call status in the amount of $2,000.00 per year for Lieutenants and $2,200.00 per year for Captains shall be rolled into the salary guide.

ARTICLE V

COURT TIME COMPENSATION

All appearances during off-duty hours by a superior officer in a municipal or superior court on matters where a superior officer is obligated to take action will be compensated at premium overtime. Any action taken by a superior officer outside of Mt. 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 superior officers covered by this Agreement shall receive sick leave with pay on the basis of:

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

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

   (c) After one (1) year of service - one and one sixth (1⅙) days per month.

2. Accrued sick leave may be utilized by superior officers when they are unable to perform their work by reason of personal illness, personal injury, or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the superior officer's immediate family as defined below.

3. Any superior officer 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 superior officer retiring under the disability provisions of the Police and Firemen's Retirement System, except that such officers shall be exempted from the 180-day notice requirement. Any superior officer who dies while in the employ of the Township shall have his estate compensated for the unused sick days up to the maximum entitlement.

4. Effective September 1, 1996, up to 10 days of available sick time may be cashed in by any officer 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 a maximum of ten (10) must be made by November 1. Payment for the requested days will be paid in the first pay in June.

B. Reporting of Absence on Sick Leave

1. If a superior officer is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the superior officer'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 superior officer 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 superior officer prior to resuming duties.

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

C. Superior officers 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 officer's normally scheduled shift.

ARTICLE VII

OTHER LEAVES

A. Workers Compensation Leave

If a superior officer is incapacitated and unable to work because of an injury which occurred while in the line of duty, he shall be paid for up to sixty (60) calendar days of injury leave with full pay during the period in which he is unable to perform his duties as certified by a physician designated by the Township. However, if an employee has reached the top of the wage scale, he shall be compensated up to a maximum of one hundred-eighty (180) calendar days of injury leave with full pay during the period in which he is unable to perform his duties as certified by a physician designated by the Township. In either case, this leave shall not be charged to sick leave or vacation. Such payments shall be discontinued when a superior officer is placed on disability leave or pension. In addition, said injury leave pay will be reduced by any payment received from Workers Compensation so that the employee receives no more than his basic rate of pay.

B. Bereavement Leave

1. In the case of death in the immediate family, a superior officer shall be granted leave from the day of death up to and including the day after the funeral, but, in no event shall said leave exceed three (3) 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 officer's normally scheduled shift.

2. Immediate family shall be defined as the spouse, child, stepchild, mother, father, brother, sister, aunt, uncle, stepbrother, stepsister, grandparents 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 employee's sick leave.

C. Leave Without Pay

The Township Administrator or his designee may grant a leave of absence without pay to a superior officer 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 superior officer 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. All superior officers covered by this Agreement shall earn the following vacation based on length of service with changes occurring on the anniversary date:

1. Less than five (5) years of completed service - five sixths ($^5/_6$) of a day per month of service, provided that no vacation can be taken until the completion of the employee's first six (6) months of service.
2. Over five (5) years but less than ten (10) years of complete service - one and one-fourth (1¼) days per month.
3. Over ten (10) years but less than eighteen (18) years of complete service - one and two-thirds (1⅔) days per month.
4. Over eighteen (18) years but less than twenty-five (25) years of complete service - two and one-twelfth ($2^1/_{12}$) days per month.
5. Over twenty-five (25) years of complete service two and one-half (2½) days per month.

B. The amount of vacation time taken in anyone anniversary year may not exceed the amount earned over a one (1) year period except with the written approval of the Township Administrator and the Chief of Police. Such approval shall not be unreasonably denied.

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

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

E. A superior officer 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 superior officer may not receive pay in lieu of accumulated vacation days.

ARTICLE IX

HOLIDAYS

A. All police officers will be granted fourteen (14) holidays per year, which are as follows:

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

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

C. Superior officers' holidays will be added to their vacation time and may generally be taken only as earned as per vacation policy. However, superior officers covered by this Agreement may take one (1) holiday at a time on an individual basis rather than as part of a block of vacation time (which is usually to be taken in five (5) day blocks). This option is subject to the approval of the Chief of Police or designee, and must be made in writing to the Chief or 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 Chiefs approval without providing the notice stated above.

D. Any superior officer 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 superior officer 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. Officers working the following holidays will receive compensation payment at one and one-half (1½) times their straight time rate or compensatory time. Any officer 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, superior officers 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. Officers hired before 1/1/97, with a degree in Business or Accounting, qualify for the incentive payment.

1. Should a superior officer 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 superior officers obtaining either an associate or bachelor's degree in Police Science.

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

4. The Township agrees to reimburse any superior officer for the cost of tuition and books for courses required for a AAS, BA, BS or Masters 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-seven (67), this reimbursement shall not exceed one thousand three hundred dollars ($1,300.00) per person per year, except for Superior Officers who are pursuing a Masters Degree in which event the maximum amount of reimbursement shall be one thousand five hundred dollars ($1500.00).

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.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a superior officer 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 superior officer is a person or persons making the claim.

3. A party to interest is an aggrieved superior officer(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 superior officers. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

In the event that any employee covered by this Agreement or the FOP has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee 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.

STEP TWO:

If the aggrieved superior officer of the F.O.P. 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 Chiefs decision. The Mayor or his designee will give his decision, in writing, within ten (10) working days of receipt of the written grievance.

STEP THREE:

1. For any grievance arising only out of the terms and conditions of this Agreement, which is not resolved to the satisfaction of the aggrieved superior officer in Steps one and two, he may, within five (5) working days after receipt of the Mayor's (Township Administrator's) decision, notify the Mayor or his designee (Township Administrator's) in writing that he 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 to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. All other grievances (i.e., discrimination, departmental rules and regulations and/or policies) shall end with the Mayor's (Township Administrator's) decision in Step Two.

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

3. 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 superior officer using his 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 officers are required to maintain appropriate uniforms in accordance with Department Rules and Regulations.

ARTICLE XIV

MEDICAL INSURANCE

A. 1. The Township will provide health and prescription drug benefits under the State Health Benefits Plan ('SHBP") through December 31, 2014. The Township agrees to permit police officers covered by this Agreement to continue to select from the various medical plans offered by the SHBP through December 31, 2014. Dental coverage will continue under Delta Dental, the current provider, and will continue with the same level of coverage which is currently provided. The Township agrees to notify the FOP of any changes in these medical or dental benefits at least sixty (60) days prior to the effective date of such change.*

* Following ratification of the prior Agreement by both parties in or about November of 2009, a dispute arose regarding whether the FOP's agreement to switch providers to the SHBP also served as their surrender of language included in the previous agreement that "[a]ny reduction in benefits must be with the agreement of the FOP." This dispute has not been resolved. However, it is now anticipated that the SHBP will continue to offer the same medical plans in 2013 and 2014 that are currently offered in 2012. Under such circumstances, there would be no change in the level of benefits provided through December 31, 2014. Furthermore, subject to the continued enforceability of the new State law,

commencing on January 1, 2013, the parties will be required to comply with the new State law's mandated levels of benefits and contribution rates. For these reasons, the parties have mutually agreed to withdraw their pending unfair practice actions, without prejudice. In the unlikely event the SHBP ceases to offer the 2012 medical plans in 2013 and 2014, or in the event the benefit levels offered within those medical plans are reduced for 2013 and/or 2014, the FOP and Township shall have the right to reinstate their respective unfair practice actions. This settlement provision is not intended to limit or enhance either party's right to timely assert any other claims or defenses that may arise in the future.

2. Effective January 1, 1989, the Township and the F.O.P. agree that 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.

3. Effective January 1, 1994, the Township and the F.O.P. agree that 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 Township and F.O.P. agree that qualifications for the program require that:

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

(2) Any superior 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.

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

(4) 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 himself from the program during retirement.

(5) 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.

4. The following term shall be maintained with the medical insurance program provided for employees covered by this contract:

(1) Short/long term disability with costs to be shared equally between the Township and the employee.

5. Effective January 1, 2009, the health insurance contribution shall be $400.00 per annum. Effective January 1, 2011, the health insurance contribution shall be increased to $600.00 per annum. Effective January 1, 2012, the health insurance contribution shall be increased to $800 per annum.

6. Effective January 1, 2013, premium contributions shall be made at the minimum levels required by State Law. 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, officers will be laid off in the inverse order of seniority. If the Township determines to fill a vacancy at the time when police officers are laid off, the Township shall first attempt to fill the vacancy by recalling the police officer 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 superior officer 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 employees covered by this Agreement. However, it is understood that all articles in the present or future ordinances unaffected by this contract shall remain in full force and effect.

ARTICLE XVIII

NO WAIVER

Except as otherwise provided in this Agreement, the failure on the part of the Township or the 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 superior officer 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 superior officers 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 superior officers 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

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

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

Section 3. The F.O.P. agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses

(including reasonable attorney's fees) in any matter resulting from action taken by the Township at the request of the F.O.P. under this Article.

Section 4. 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 Sergeant, 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, 2013 through December 31, 2014. 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 12, 2014.

APPENDIX A

SALARIES

A. The salaries of the employees covered by this Agreement are as set forth below;

	Contract Year		
	7/1/2012	1/1/2013	1/1/2014
Lt.	121,358.22	122,729.57	124,116.41
Capt.	132,441.93	133,938.52	135,452.03

B. Upon promotion, the employee shall be paid the salary applicable to said promotional rank effective upon promotion to the higher rank.

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 22nd day of January, 2013.

THE TOWNSHIP OF MOUNT OLIVE
COUNTY OF MORRIS

By: _____
Robert Greenbaum, Mayor

ATTEST:

Lisa M. Lashway
Lisa Lashway
Township Clerk

THE FRATERNAL ORDER OF POLICE
LODGE #122

By: _____
Ryan Eastridge, F.O.P. President

ATTEST:

_____
Stephen Beecher
SOA Representative