

Memorandum of Agreement

The Township of Montclair (“Township”) and the Montclair Superior Officer’s Association Local 53A (“SOA”) having engaged in good faith collective negotiations for a successor collective negotiations agreement, hereby agree to modify the current collective negotiations agreement that expired on December 31, 2005 as follows:

- I. Duration of Contract- The negotiated agreement shall be for the years 2006, 2007, 2008 and 2009.
- II. Compensation

Annual Salary Increases of 4.9% -2006 / 4.% -7/1/2007/ 4.5%-2008/ 4.0%- 2009

Rank	Base Salaries			
	1/01/ 2006	7/01/2007	1/01/ 2008	1/01/ 2009
Sergeant 1st Year	81,581	84,844	88,662	92,208
Sergeant 2nd Year	86, 104	89,548	93,578	97,321
Lieutenant 1st Year	93,751	97,501	101,889	105,965
Lieutenant 2nd Year	99,019	102,980	107,614	111,919
Captain 1st Year	107,785	112,096	117,140	121,826
Captain 2nd Year	113,872	118,427	123,756	128,706

Article 7- Longevity- Revise to include the following language

- A. All Superior Officers hired prior to July 1, 1994 shall be entitled to and be paid longevity pay in addition to their base salary as follows:

Upon completion of twenty-
four (24) years 10% of base salary

- B. All Superior Officers hired on or after July 1, 1994 shall be entitled to and be paid longevity pay, in addition to their base salary, as follows:

Upon completion of twenty-
four (24) years 7.5% of base salary

Article 8. Bereavement Leave

Revised to include the following language:

- A. Bereavement Leave may be extended at the Chief's discretion in the event of any extraordinary circumstances.
- B. A special leave of one day shall be granted for in-laws, that are not specifically noted in Article 8 i.e. sister-in-law, brother-in-law.

Article 9. Holiday Pay/Compensatory Time

Revised to include the following language:

- A. Every Superior Officer covered by this Agreement shall receive fourteen (14) paid holidays each calendar year in addition to wages. Seven (7) of the fourteen (14) holidays shall be included with and paid at the officer's daily rate, equally distributed, as part of the regular bi-weekly compensation, for creditable salary purposes only. Holiday pay shall not be included in the calculation for any rates of pay, including overtime rates, pay rates, stipends, differentials and daily rates, other than base pay for pension purposes. In lieu of accumulation, Superior Officers may request cash payment for the remaining seven (7) holidays. Compensatory leave days shall be defined as Holiday Leave and Time Owed (T.O.) These days may be accumulated and stored in the officer's compensatory leave bank to be utilized as delineated below.
- B. Officers who have been compensated for overtime in the form of compensatory time off shall be afforded an opportunity to take such time in the following manner:
 - D (i). Each Superior Officer may take compensatory time off, including Holiday time and T.O. time, up to 18 days per year, provided he/she takes no more than two (2) days at a time and he/she has given at least 14 days' written notice to the Chief, stating the days(s) he/she wishes to take. The Chief, at his discretion, may increase the number of days that a supervisor may utilize upon request. Compensatory days utilized in conjunction with the Family Medical Leave Act, shall be excluded from the 18 day limit.
 - (ii). Time off days may be taken by one Superior Officer per shift at a time on a first come first serve basis.
 - (iii) The 14 day notice requirement will be waived if the request does not incur any additional expense, i.e. overtime for the Township.
 - (iv) Use of compensatory time will not be permitted under the following circumstances:

1. It creates a vacancy in which personnel must be hired on an overtime basis and no personnel are willing to work the vacant shift.
2. There exists an unforeseen emergency within the Township that requires the re-call of off-duty police personnel.

(v) Restrictions on the use of compensatory time shall be waived for any supervisor who has notified the Chief of Police with written notice of retirement.

D

No more than three supervisors may be scheduled off through use of vacation or compensatory leave days per Uniform Division Patrol Shift, per day. This number is not to be exceeded, except with the expressed approval of the Chief of Police or his designee. Vacation selections shall be made based on rank first, followed by time in grade. In the event that supervisors of the same rank have the same rank in grade, seniority shall be determined based upon their continuous service with the employer. In scheduling vacation and or compensatory time off, the following limitations shall apply:

1. In an effort to maintain a hierarchy of supervision, approval for use of vacation / compensatory leave days will be limited to one supervisor per rank, per day for Sergeants, Lieutenants and Captains working any shift on any given day. Two sergeants will be permitted off at the same time, provided there is only one other supervisor of higher rank utilizing vacation / compensatory leave days.

Investigative Division

For Superior officers assigned to the investigative division vacations selection shall be made within each bureau according to rank and seniority. Due to the specialized nature of assignments within the Investigative Division, there will be a minimum of one Superior Officer working the day tour within the division and one Superior Officer working the evening tour within the division during regularly scheduled shifts.

Any vacation requests that conflict with the minimum staffing within the investigative division will be resolved by the Chief of Police.

Requests for Time- Off Utilizing Compensatory Time

Superior officers assigned to the investigative division may take no more than two days of compensatory leave days per scheduled work week. Requests for additional time may be granted at the discretion of the Chief of Police.

Administrative Offices

Administrative offices staffed with two or more Superior Officers shall make vacation selections according to rank and seniority, with the understanding that at least one Superior Officer shall be scheduled to work during regularly scheduled shifts.

Article 11. Clothing and Equipment Maintenance Revised to include the following language:

All Superior Officers of the Police Department covered by this Agreement shall be entitled to an annual clothing allowance of one thousand and fifty dollars (\$1050.00) per year. The above amount is payable in two (2) equal installments on April 1st and October 1st of each year.

Article 12. Legal Action against Police Officers Revised to include the following language:

Criminal, Civil, Municipal Court, and Superior Court Matters. The Township will reimburse a Superior Officer a maximum attorney hourly rate of up to \$140 per hour in all court matters. This hourly reimbursement amount will be increased to \$145 in 2006, \$150 in 2007, and \$155 in 2008. Superior Officers will review the Township's list of attorney's before seeking their own counsel, as long as such list is made available to them by the Township.

Article 13.

(I) Outside Work- Side Jobs

The negotiated agreement shall duplicate the terms outlined in the current labor agreement between PBA Local 53 and the Township relating to outside employment or side jobs, delineated in Article 13 section E of said agreement.

(J). College Credits:

Revised to include the following language:

Superior Officers who have received an Associate's Degree or who have achieved at least sixty (60) credits toward a college degree shall receive, in addition to regular wages, \$750.00 to be paid by separate check in the first pay period of June. Superior Officers who have received a Bachelor's Degree shall receive, in addition to regular wages,

\$1,250.00 to be paid by separate check in the first pay period of June. Superior Officers who have earned a masters degree from an accredited college or university shall receive, in addition to regular wages, \$1,500.00 to be paid by separate check in the first pay period of June. Officers will only be eligible to receive the education stipend that corresponds to their highest degree received.

Any Superior Officer required to attend the Comstat meetings outside of his or her scheduled work hours will be paid a minimum of three (3) hours of overtime at the premium rate of one and one-half times (1½ x) their regular rate of pay.

Article 14, section C

Revised to include the following language:

Unused accumulated sick leave shall be paid to the Superior Officer or his\her estate, heirs or next-of-kin at time of the officer's separation of employment due to illness, disability, retirement or death at the officer's current rate of pay. The total accumulation of unused sick leave paid shall not, in any event exceed:

For Superior Officers whose employment commenced
On or after 1/1/63 and up to 6/30/94..... 130 days

For Superior Officers whose employment commenced on or after 7/1/94, payment for accumulated and unused days shall not exceed \$16,591 in 2006, \$17,255 in 2007, \$18,031 in 2008 and \$18,752 in 2009.

Thereafter increases are reflective of percentage increases in wages.

Section D

Revised to include the following language:

Superior Officers, who are injured or become ill due to job related reasons, shall suffer no loss of pay nor shall sick leave be charged against them until such officer begins to receive disability retirement or returns to work, whichever is earlier. Payments to the state pension system and health benefits shall be continued during this period.

Section G

Revised to include the following language:

Sick Leave is hereby defined to mean absence from post or duty because of illness, injury, or exposure to a contagious disease requiring isolation.

Section L

Revised to include the following language:

In charging a Superior Officer with sick leave, the smallest unit to be considered is one (1) work day for Superior Officers who abuse their time. In the absence of any record of abuse, any Superior Officer who works three (3) or more hours of their assigned shift, but is taken ill and unable to complete the shift, will not be charged sick time and will suffer no loss of pay.

Newly created in Article 14
Section S

Superior Officers may donate accrued sick time, up to a maximum of ten days per donor per year to another employee covered by this agreement, who suffers from a catastrophic illness or injury, after the sick/injured employee has exhausted all of his or her sick time, vacation time, and time owed subject to the following:

- a. The donor employee must utilize time from his or her accumulated days.
- b. No days that are donated shall be paid to the donee at the time of retirement.
- c. In no event shall this provision provide a benefit window greater than one full year commencing from the date the employee first utilized his or her sick time as a result of this catastrophic injury or illness.
- d. Any days donated shall correspondingly reduce the number of days to be paid to the donor at time of separation as delineated in Article 14 section C of this agreement for employees hired prior to June 30, 1994. For those hired after July 1, 1994, as delineated in Article 14, compensation shall be reduced by an amount equal to one day of pay at the time of separation for each day donated.
- e. Unused donated sick leave will be banked to be available for use by a future member in need
- f. The Superior Officer receiving sick time must apply and qualify for disability benefits and the donated days will be utilized to keep the employee current in the pension system and other necessary deductions

Revised to include the following language:

Article 33. Duration of Agreement-

The terms of this agreement shall commence January 1, 2006 and extend through December 31, 2009.

This memorandum of agreement represents the complete agreement of the parties. All other proposals, whether written or oral, submitted by either party during the course of negotiations or otherwise related thereto, are deemed as withdrawn without further effect.

The PBA contract will be used as a template for organization and wording but not for compensation or benefits not negotiated or applicable to the SOA contract

This memorandum of agreement is subject to the ratification of the bargaining unit members of the union and by the Township respectively in accordance with the respective rules and procedures related thereto, and in accordance with any relevant laws. This memorandum shall not be legally effective absent said ratification.

The undersigned parties agree to recommend the terms and conditions contained in this Memorandum of Agreement to their respective constituencies for approval and ratification.

The undersigned represent that they are authorized to enter into this memorandum of agreement on behalf of their respective constituencies subject to the terms and conditions herein.

The undersigned parties agree that neither shall disclose the terms and conditions contained in this memorandum of agreement and shall only disclose the fact that a tentative agreement has been reached between the parties until such time as said party has ratified this agreement.

For Superior Officers Association Local 53A

For the Township of Montclair

Manford Ayers, President

Joseph Hartnett, Township Manager