

TOWNSHIP OF MONTVILLE

RESOLUTION 2022 - 88

WHEREAS, the collective negotiations agreement between the Township of Montville and Montville PBA Local No. 140 (hereinafter referred to as "PBA") expired on December 31, 2020; and

WHEREAS, the Township and the PBA have been negotiating the terms to a successor collective negotiations agreement; and

WHEREAS, the Township and the PBA have negotiated and agreed upon the terms to a successor collective negotiations agreement set forth in the Memorandum of Agreement executed on February 9, 2022 attached hereto as exhibit A; and

WHEREAS, the Memorandum of Agreement was ratified by the members of the PBA on February 9, 2022; and

WHEREAS, the Township of Montville is desirous of ratifying the agreed upon terms to the successor collective negotiations agreement set forth in the Memorandum of Agreement executed on February 9, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Montville, County of Morris, State of New Jersey that the Memorandum of Agreement with Montville PBA Local No. 140 for the period from January 1, 2021 through December 31, 2025 is hereby ratified.

Adopted: February 22, 2022

_____

Stacy Sullivan-Gruca, Township Clerk

_____

Frank W. Cooney, Mayor

exhibit A

MEMORANDUM OF AGREEMENT

TOWNSHIP OF MONTVILLE

AND

TOWNSHIP OF MONTVILLE
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 140

The negotiation committees of the Township of Montville (the "Township") and the Policemen's Benevolent Association, Local 140 (the "PBA") agree to the terms of this Memorandum of Agreement as set forth below:

1. **Article VI – Dues Deduction and Agency Shop:**

A. Section I

Replace with: The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues, fees, and assessments for the Association. Such deductions shall be made in compliance with the Workplace Democracy Enhancement Act.

B. Section V

Replace with: The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a due authorization an employee must submit a written request to withdraw from the PBA to the Township CFO within ten (10) days following each anniversary date of his/her employment. Once the Township's CFO receives the request, it will notify the PBA within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

C. Section VI

Replace with: The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative in accordance with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act.

2. **Article XIV – Outside Duty:**

A. Section X, Officer Compensation, subsection A, amend as follows: Effective upon the adoption of an amended Township Fee Ordinance by the Township,

the fee for off-duty police service shall be increased to \$80.00 per hour. There will be no retroactive increase afforded to PBA members.

3. Article XVI - Wages:

A. Sections 1 and 2 – to reflect the following salary increases:

January 1, 2021 – 2.0% (retroactive)

January 1, 2022 – 2.0% (retroactive)

January 1, 2023 – 2.5%

January 1, 2024 – 2.5%

January 1, 2025 – 2.25%

B. Section 1. Applicable to employees hired prior to January 1, 2013.

2021							
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	\$53,395	\$67,777	\$76,209	\$87,848	\$98,789	\$111,090	\$124,897
Sergeant							\$137,379
Lieutenant							\$151,125
Captain							\$166,235

2022							
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	\$54,463	\$69,132	\$77,733	\$89,604	\$100,765	\$113,312	\$127,395
Sergeant							\$140,126
Lieutenant							\$154,148
Captain							\$169,559

2023							
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	\$55,824	\$70,861	\$79,677	\$91,845	\$103,284	\$116,145	\$130,580

Sergeant								\$143,629
Lieutenant								\$158,001
Captain								\$173,798

2024							
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	\$57,220	\$72,632	\$81,669	\$94,141	\$105,866	\$119,048	\$133,844
Sergeant							\$147,220
Lieutenant							\$161,951
Captain							\$178,143

2025							
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	\$58,507	\$74,267	\$83,506	\$96,259	\$108,248	\$121,727	\$136,856
Sergeant							\$150,533
Lieutenant							\$165,595
Captain							\$182,151

C. Section 2. Applicable to employees hired on or after January 1, 2013 and before January 1, 2022.

2021									
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	\$49,501	\$57,526	\$64,257	\$71,775	\$80,173	\$89,553	\$100,031	\$111,735	\$124,897
Sergeant									\$137,379
Lieutenant									\$151,125
Captain									\$166,235

2022									
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	\$50,491	\$58,676	\$65,542	\$73,211	\$81,776	\$91,344	\$102,032	\$113,970	\$127,395
Sergeant									\$140,126
Lieutenant									\$154,148
Captain									\$169,559

2023									
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	\$51,753	\$60,143	\$67,181	\$75,041	\$83,821	\$93,628	\$104,583	\$116,819	\$130,580
Sergeant									\$143,629
Lieutenant									\$158,001
Captain									\$173,798

2024									
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	\$53,047	\$61,647	\$68,860	\$76,917	\$85,916	\$95,968	\$107,197	\$119,739	\$133,844
Sergeant									\$147,220
Lieutenant									\$161,951
Captain									\$178,143

2025									
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer	\$54,240	\$63,034	\$70,409	\$78,648	\$87,850	\$98,128	\$109,609	\$122,433	\$136,856

Sergeant										\$150,533
Lieutenant										\$165,595
Captain										\$182,151

D. New Section 3: New salary guide with ten (10) steps for employees hired on or after January 1, 2022. Steps shall be equalized.

2022										
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer	\$50,491	\$59,036	\$67,581	\$76,126	\$84,671	\$93,216	\$101,761	\$110,306	\$118,851	\$127,395
Lieutenant										\$154,148
Captain										\$169,559

2023										
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer	\$51,753	\$60,512	\$69,271	\$78,029	\$86,788	\$95,546	\$104,305	\$113,064	\$121,822	\$130,580
Lieutenant										\$158,002
Captain										\$173,798

2024										
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer	\$53,047	\$62,025	\$71,002	\$79,980	\$88,957	\$97,935	\$106,913	\$115,890	\$124,868	\$133,844
Lieutenant										\$161,952
Captain										\$178,143

2025										
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer	\$54,241	\$63,420	\$72,600	\$81,779	\$90,959	\$100,139	\$109,318	\$118,498	\$127,677	\$136,856
Lieutenant										\$165,596
Captain										\$182,151

E. New Section 4: New salary guide with two (2) steps for Sergeants that do not take the first Sergeants promotional examination following the execution of this Agreement. Steps shall be equalized. All Sergeants must remain on Step 1 for one (1) full year from the date of promotion prior to moving to Step 2.

SERGEANTS AFTER FIRST 2022 SERGEANTS EXMAINATION				
Step	2022	2023	2024	2025
1	\$133,761	\$137,105	\$140,532	\$143,695
2	\$140,126	\$143,629	\$147,220	\$150,533

4. **Article XXXVII - Duration:**

The Agreement shall be for five (5) years, January 1, 2021 through December 31, 2025.

5. The parties agree to incorporate the relevant sections of the Sidebar Agreement dated February 9, 2022 into the successor collective bargaining agreement.

6. The parties acknowledge that the terms and conditions are subject to ratification, by the Township of Montville Committee and Policemen's Benevolent Association, Local 140.

7. All parties agree to recommend these terms and conditions to their respective constituents for ratification.

8. All proposals which are not included in this Agreement shall be deemed withdrawn by both parties.

9. In preparing the successor agreement, the parties will conform all dates where applicable to the new contract duration and attach the Base Salary Ordinance for the years 2021, 2022, 2023, 2024 and 2025 as Appendix A.

In witness whereof, this Memorandum of Agreement is executed on February 9, 2022.

**Policemen's Benevolent Association
Local 140**

Township of Montville

Sam B. Gursky

Jane E. Hirsch

Michelle Kang

Keith Donnelly
