

**Notification to All New Jersey Public Employers from the  
Public Employment Relations Commission**

N.J.S.A. 34:13A-8.2 provides that public employers shall file with the Public Employment Relations Commission a copy of any contracts ~~that~~ negotiated with public employee representatives following the consummation of negotiations.

You are requested to forward by email a copy of all current and future contracts. Contracts should be filed as attachments in either Word or WordPerfect format and addressed to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

You must include in your email the text of the following certification with the name and title of the appropriate government official.

*Certification*

*I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s)*

Name Donato Nieman



Title Twp. Administrator

Contracts will be available on the Reference page of the Commission's web site: [www.state.nj.us/perc](http://www.state.nj.us/perc)

If you have any questions, please visit our web site or contact Madelene Deloy at (609) 292-2392.

*See ✓*  
*Nandy ✓*  
*M. H. ...*  
*G. ...*

August 4, 2005

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*Full*  
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AGREEMENT

between

THE TOWNSHIP OF MONTGOMERY

and

PBA LOCAL NO. 355

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JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

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RUDERMAN & GLICKMAN, P.C.  
675 Morris Avenue, Suite 100  
Springfield, NJ 07081  
(973) 467-5111

KLATSKY SCIARRABONE & DE FILLIPPO  
320 Broad Street, P.O. Box 8819  
Red Bank, NJ 07701  
(732) 741-3200

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AGREEMENT

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This Agreement made and entered into this 15th day of September, 2005, by and between the Township of Montgomery, New Jersey, hereinafter referred to as "Township" and the P.B.A. Local #355, Montgomery Township Police, hereinafter referred to as "P.B.A."

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Bill  
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ARTICLE I

RECOGNITION

A. The Township recognizes the PBA as the exclusive bargaining representative with respect to terms and conditions of employment for all sworn full-time non-probationary police officers, including any sergeants, but excluding any other superior officers and the Chief of Police/Director.

B. The parties hereto further agree that this contract represents the complete and final understanding on all negotiable issues between the Township and the PBA.

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ARTICLE II

MANAGEMENT RIGHTS AND RESPONSIBILITIES AND SENIORITY

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law with respect to the management and direction of the Police Department, including but not limited to, the right to hire, promote, transfer, discharge, discipline and direct the members of the Montgomery Township Police Department, except as may be limited by the provisions of this Agreement.

B. Seniority, for all contractual purposes, shall be defined as rank first, then time served in rank.

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ARTICLE III

NON-DISCRIMINATION

A. The Township and the PBA agree that there will be no discrimination against any employee because of sex, race, color, creed or national origin.



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ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions:

A grievance shall be defined as a complaint by an employee that, as to him/her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement and/or general practices in effect in the Township of Montgomery.

B. Presentation of Grievances

In the presentation of a grievance, the grievant shall have the right to present his/her own appeal or to designate a PBA representative to appear with him. There shall be no loss of pay for the time spent in presenting the grievance by the grievant through the grievance procedure. In the event an officer is issued such minor disciplinary actions such as an oral reprimand, written reprimand, debriefing memo, coaching or counseling notice or other similar actions, said employee may submit a rebuttal.

C. Steps of Grievance Procedure

The following shall constitute the initial method for the resolving of grievances between the parties covered by this Agreement:

Step One:

The grievant shall institute action under the provisions hereof in writing, signed, and delivered to the Chief of Police/Director within fourteen (14) working days after he would reasonably be expected to know of the occurrence. Failure to

*Handwritten initials/signature*

act within said fourteen (14) days shall be deemed to constitute an abandonment of the grievance. The Chief of Police/Director shall render a decision, in writing, within fourteen (14) working days after receipt of the grievance.

**Step Two:**

In the event the Chief of Police/Director fails to render a written decision within said fourteen (14) days or if a satisfactory settlement has not been reached within said period, the grievant may, in writing, file his signed complaint with the Township Administrator within fourteen (14) working days following the determination in Step One. The Township Administrator, or his designee, shall render his decision within fourteen (14) working days after the receipt of the complaint. This decision shall be final in all cases except where a violation of the Agreement is alleged.

**Step Three:**

In the case of an alleged violation of this Agreement, should the grievant be dissatisfied with the Township Administrator's decision, the grievant, with the approval of the PBA, shall have fourteen (14) working days in which to file a request for binding arbitration. The Arbitrator shall be chosen from a panel submitted by the Public Employees Relations Commission and selected in accordance with its procedure. However, no arbitration shall be scheduled sooner than thirty (30) days after the final decision of the Township Administrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasons and

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conclusions of the issues submitted. The decision shall be final and binding on all parties. The cost of the services of the arbitrator shall be borne equally by the Township and the PBA. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be borne equally. Time limits under this Article may only be changed by mutual agreement of the parties in writing.

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ARTICLE V

ACCESS TO PERSONNEL FILES

A. Upon request and within three (3) working days of notice, employees shall have an opportunity to review and examine their personnel file. The Township has the right to have such review and examination take place in the presence of a designated official. The Township shall honor the request of any employee for copies of documents in the file.

B. Materials to be used for purposes which will effect discipline, promotion or evaluation shall be kept in the personnel file referred to in Section A of this Article, and maintained in the Office of the Chief of Police/Director.

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ARTICLE VI

SALARIES

A. Salaries for employees covered by this Agreement are as follows:

1. For employees hired prior to January 1, 1999, as set forth in Schedule A-1 annexed hereto.

2. For employees hired or promoted on or after January 1, 1999, as set forth in Schedule A-2 annexed hereto.

3. It is understood that probationary officers are not part of the bargaining unit and that their rates, where shown, are informative purposes only.

B. An additional \$1,000.00 shall be added after the first year of services to the base salary of any officer who has been awarded an appropriate Masters Degree as approved by the Police Advisory Board. Effective upon the signing of this Agreement, the Master's Degree stipend shall be increased to \$1,500.00.

C. 1. The Chief of Police/Director, or his designee, may from time to time, temporary assign, in writing, a member to the duties of higher ranking position.

2. In cases where the duration of the temporary assignment is greater than three (3) working days (thirty-six [36] hours), the person of lower rank assigned by the Chief of Police/Director to fill that position on a temporary basis will be paid the higher ranking position's equivalent pay retroactive to the beginning of the assignment.

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ARTICLE VII

HOURS OF WORK AND OVERTIME

A. The normal work week for all members of this unit shall be an average of forty (40) hours per week. The normal work day for those members working on a regular shift basis shall be eight (8) hours per day.

B. Overtime worked, when directed by the Chief of Police/Director, shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for each hour worked in excess of his regular schedule. In computing overtime compensation, the nearest one-fourth (1/4) hour shall be the smallest fraction of an hour to be counted.


C. Overtime pay shall also be paid to a member who works a regular shift for all hours worked on a scheduled day off.

D. Overtime will be scheduled so as to provide each member of the Department an equal opportunity to work such overtime.

E. Any appearance by a member of the Department in a civil case, which requirement arose out of the performance of their official duties on behalf of the Township, shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for such appearance if the appearance is required outside his regular schedule.

F. Overtime rates shall not be paid for any overtime worked which is less than fifteen (15) minutes.

G. 1. Employees called into work outside of their regular schedule shall receive a minimum of four (4) hours of



pay at their overtime rate, or the overtime actually worked, whichever is greater, under the following circumstances.

a. The employee is off-duty for the entire day and called into work;

b. The employee ends his shift for the day, has left the building, and is recalled; and

c. An employee off-duty and scheduled to work a shift during the day is called into work prior to the shift starting time, works the necessary assignment, is relieved from duty and expected to return for his scheduled tour of duty for the day.

2. An employee who is called into work prior to his regularly scheduled shift and works a period of time consecutive with the regular shift, shall be paid at the overtime rate for time actually worked prior to the beginning of the regular shift.

3. An employee called into work outside of his/her regular schedule shall be considered "on duty" for insurance purposes only upon leaving his/her residence or other location for work.

4. An employee placed "on call" shall receive four (4) hours overtime compensation, regardless of whether the employee is actually called in to work.

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ARTICLE VIII

HOLIDAYS AND HOLIDAY PAY

A. 1. All employees in the bargaining unit shall be eligible to receive a holiday allowance equal to eight (8) hours of pay at their straight time hourly rate of pay for each of the fourteen (14) holidays listed below. The holidays observed by the Township for this purpose shall be:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- President's Day
- Good Friday
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

2. Effective January 1, 2001, the Holiday benefit shall be paid in equal installments along with the regular payroll and shall be used in all calculations except the hourly rate and the overtime rate.

B. To qualify for an employee allowance, an employee must be on the payroll on the date of the holiday's observance.



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ARTICLE IX

VACATIONS

A. Except as provided below, all full-time employees in the bargaining unit shall be eligible on January 1st in each calendar year for vacation with pay on the following basis:

1. In the calendar year in which the employee is hired: One (1) vacation day for each month of completed service prior to July 1st to a maximum of six (6) days.

2. Effective on January 1st of the calendar year following the year in which the employee is hired: one (1) vacation day for each month of completed service prior to July 1st up to a maximum of twelve (12) days. Should the employee leave the employ of the Township prior to July 1st of that year, pay for vacation days take which exceed the number of months worked shall be deducted from his final check.

3. Thereafter up through five (5) years of consecutive service: twelve (12) days.

4. Six (6) through fifteen (15) years of consecutive service: seventeen (17) days, beginning in the calendar year in which the sixth (6th) anniversary of employment occurs.

5. Sixteen (16) years or more of consecutive service: twenty (20) days beginning in the calendar year in which the sixteenth (16th) anniversary of employment occurs. Effective January 1, 1997 this benefit level shall be increased to twenty-one (21) days.

6. No employee shall be entitled to take a vacation until the completion of six (6) months of service.

*[Handwritten initials/signature]*

B. Vacations for full-time employees in the bargaining unit shall be scheduled by the Chief of Police or his designee in the following manner:

1. For vacation requests submitted by April 15th, seniority will be the deciding criterion where conflicts exist in scheduling. Members will be advised of their approved vacation dates by April 30th.

2. For requests received after April 15th, vacation periods will be scheduled on a first-come/first-serve basis. In each case, the member making the request will be informed of approval or non-approval within fifteen (15) days.

3. To insure that vacation is scheduled during the year, members shall submit requests no later than September 15th. Requests received after that date will be scheduled strictly at the convenience of the Department. Members will be advised of the approved dates by September 30th.

C. Except as provided in this Section, no more than seven (7) days of any accrued vacation not taken may be carried over to the following year. Should a vacation period which was approved be canceled by the Chief because of the press of Department business, the Chief shall permit such vacation time to be carried into the following year.

D. When a scheduled vacation is canceled by the Chief of Police because of an emergency or unforeseen circumstance, the Township shall reimburse the affected member for vacation associated non-refundable deposits lost by him/her because of his/her inability to use said scheduled vacation time. Evidence

of such lost deposits shall be provided to the Chief of Police  
in accordance with administrative procedures established by  
him/her.

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ARTICLE X

FUNERAL LEAVE AND FUNERAL EXPENSES

A. All full-time regular employees will be allowed five (5) consecutive working days off to include day of burial, in the case of the death of a father, mother, spouse, child, step-child, mother-in-law or father-in-law.

B. In the case of the death of a grandfather, grandmother, brother, sister, son-in-law, daughter-in-law, grandchild, three (3) consecutive working days, including day of burial, shall be granted.

C. In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, one (1) working day, the day of the burial only, shall be granted.

D. In the event that an employee dies while on duty or dies from injuries sustained while off duty but in performance of his/her legally authorized and sworn duty, the Township will immediately pay the sum of \$3,500.00 towards the funeral and connected expenses to his/her beneficiary or estate.

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ARTICLE XI

SICK LEAVE

A. All full-time regular employees in the bargaining unit may receive sick pay for up to twelve (12) working days per year earned at the rate of one (1) day per calendar month worked during the first calendar year of employment, up until December 31 of that year. Thereafter, all full-time regular employees in the bargaining unit may receive sick pay for up to twelve (12) working days per year, which shall accrue as of January 1<sup>st</sup>. There shall be no limit to the number of unused sick days which may be accumulated.

B. Any full-time regular employees in the bargaining unit having worked six (6) months, but less than a full year, may receive an allowance of up to six (6) paid sick days.

C. Sick time allowance is granted only for an employee's sickness or injury, not work related, and cannot be taken for any other reason. Effective upon the signing of this Agreement, an employee may utilize up to five (5) sick days per year to care for any member of the employee's household.

D. When absent on sick leave for more than five (5) consecutive working days, an employee shall provide a certified statement from the employee's attending physician indicating what illness he was treated for and that he/she is fit to return to work.

E. The date on which an employee is appointed and starts work for the Township shall govern in determining sick leave benefits.

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ARTICLE XII

ADMINISTRATIVE PERSONAL LEAVE

A. Employees covered under this Agreement shall be entitled to two (2) days of administrative personal leave of absence with pay in each calendar year.

B. Requests for administrative personal leave must be approved twenty-four (24) hours in advance by the Chief of Police/Director.

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ARTICLE XIII

UNIFORM ALLOWANCE

A. The Township agrees to furnish to all employees covered by this Agreement all prescribed operational uniforms and equipment worn on duty. The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty except that any uniforms that are damaged or destroyed due to the negligence of the officer shall be repaired or replaced at the officer's own expense.

B. Cleaning and routine repairs of clothing and shoes worn on duty by members of the bargaining unit will be provided by a service provided by the Township at no cost to the employee.

C. All employees required to wear civilian attire (non-uniform) will receive an annual clothing reimbursement of eight hundred (\$800.00) dollars.

ARTICLE XIV

IN-SERVICE TRAINING

A. The Township agrees that within budget limitations, the cost of police training courses, seminars, and conferences authorized by the Chief of Police, shall be borne by the Township.

B. In cases where an employee attends an authorized school, course or training session at the direction of the Chief of Police, the Township shall furnish the employee transportation between police headquarters and the location of the school, course or session. Since transportation may be furnished in kind or by case reimbursement, and of by case, the reimbursement shall be computed at the prevailing IRS rate of compensation per mile for the most direct route. Transportation or compensation shall be so furnished only for trips actually made by the employee.

C. The Township agrees to establish a committee with the PBA to study the cost and availability of courses for the discussion of reimbursement for bachelors or master's degree course work. This committee will be formed within thirty (30) days of the signing of this Agreement. The Township Committee shall consider the committee's findings.

D. Any and all employees assigned to serve as Field Training Officers will receive a stipend of twenty dollars (\$20.00) per day for each day serving as a Field Training Officer.



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ARTICLE XV

PENSION AND HEALTH BENEFITS

A. The Township agrees to continue all pension and health benefits in effect on January 1, 1993 for the term of this Agreement.

B. The extension of health benefits to employees who are on unpaid leave because of sickness or disability and all paid leave has been exhausted will be as permitted and required by regulations of the State Health Benefits program.

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ARTICLE XVI

COMPREHENSIVE HEALTH BENEFIT PLAN

A. 1. The Township shall provide reimbursement of any actual expenditures by an employee on behalf of himself or his dependents for one or more of the following, provided that the expenditures are not eligible for reimbursement through insurance coverage.

- a. Dental services;
- b. Optical services;
- c. Prescription drugs; and
- d. Premium costs for dental and disability

insurance.

2. The maximum annual reimbursement shall be \$1,000.00.

B. The employees shall be allowed to carry over unused portions of their cafeteria plan allowance from year to year up to a maximum of \$2,000.00.

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ARTICLE XVII

LONG TERM DISABILITY

A. Employees shall be eligible to participate in the plan of Long Term Disability Insurance provided by the Township at no cost to the employee.

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ARTICLE XVIII

DEFERRED COMPENSATION PLAN

A. Eligible employees may participate in the Deferred Compensation Plan provided by the Township.

B. Participation in the Deferred Compensation Plan may commence during the payroll period ending May 13, 1991, to the extent permissible by law and regulations.

C. If the Deferred Compensation Plan is declared illegal by a court of competent jurisdiction, the Township will provide a reasonably equivalent substitute plan. Any grievance alleging that the substitute plan is not a reasonable equivalent shall be arbitrated by Dr. Joan Parker of Philadelphia, Pennsylvania, whose authority shall be limited to determining as to whether the plan is or is not reasonably equivalent; and whose authority is further limited to ordering the Township to pay the participating eligible employees the Township's matching contribution to which each employee would have been entitled based upon the employee's contribution at the time the Township ceased its matching contributions.

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ARTICLE XIX

INSURANCE INDEMNIFICATION

A. The Township shall provide liability insurance coverage to employees covered under this Agreement and shall further indemnify and defend all such employees as provided by law.

ARTICLE XX

TIME OFF FOR PBA CONVENTIONS

A. The Township agrees to grant the necessary time off to duly authorized representatives of the PBA Local #355 in order to attend a State or National Convention, as provided under N.J.S.A. 40A:14-177.

B. A duly authorized representative is defined to mean the delegate elected by members of the PBA Local #355 to represent them, or either of two (2) alternate delegates.

C. The PBA shall furnish the Township, in writing, with the names of its duly authorized representatives.

D. The authorized representative of the PBA, as defined in Section B of this Article, shall not lose pay or benefits when dealing directly with the Township on PBA matters.

E. In the negotiation of a successor contract, up to two (2) members of the PBA may participate in the negotiations without loss of pay or benefits.

1. The PBA, through its authorized representatives, shall have the right to meet with the Police Advisory Board twice a year to discuss issues related to public safety. The PBA shall, in each instance, meet first with the Chief of Police to establish an agenda of discussion items.

2. Items which are covered by this contract an/or are subject to the grievance procedure, shall not be discussed at these meetings.

ARTICLE XXI

NO STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting on its behalf or on behalf of the employees in this Unit, will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, of willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties or employment), work stoppage, slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on-duty personnel only. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by an employee covered under the terms of the Agreement shall be deemed grounds for disciplinary action up to and including discharge subject to the rules and regulations promulgated by the Township Committee.

C. The PBA will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and

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obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.



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ARTICLE XXII

REDUCTION IN FORCE

A. Whenever there is a lack of funds requiring a reduction in the number of employees in the Department, the required reductions shall be made on the basis of length of service with the Township in such job classification or classifications provided the remaining employees within the classification are qualified to perform the work. Such reductions in force shall be termed "Layoffs".

B. Where the reduction occurs in a higher classification, the member of that classification with the shortest length of service with the township may "bump" downward into the classification with the next lower rate of pay, and shall receive compensation for that classification as set forth in Article VI of this Agreement. The member of the lower classification with the shortest length of service will then be the first person laid-off. Further lay-offs in a higher classification will be accomplished using the same procedure.

C. Persons on leave when a reduction in force occurs, who are otherwise qualified to perform the duties of the classification in which the reduction occurs, shall maintain their relative positions in terms of length of service within the classification.

D. Recall: Permanent full-time employees will be recalled to work in the reverse order within job classification in which they were laid off by the employer, provided the employee has the necessary skills, qualification and ability for

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the work available. Notice of recall will be made by telegram or certified mail to the employee's last home address of record. The employee must provide the Township with any address change while waiting for recall.

E. Within twenty-four (24) hours of receiving the notice of recall, the employee shall notify the Township if he/she intends to return to work, and shall actually return to work within fifteen (15) days after receipt of the notice of recall. Failure to respond as herein agreed shall result in loss of seniority, and the employee shall be considered to have voluntarily resigned.

F. No new employee shall be hired by the Township while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. An employee recalled to a classification with a lower salary rate than his previous position may refuse such position and remain eligible for recall. Recall rights shall terminate twenty-four (24) months from the date of lay-off.

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ARTICLE XXIII

SAVINGS BOND DEDUCTION PLAN

The Township shall provide a payroll deduction plan for the purchase of U.S. Savings Bonds at the request of an employee, and only at his/her request.

ARTICLE XXIV

PRIVATE DUTY

A. The Chief of Police/**Director** shall determine the need for private duty based on public safety considerations. Private duty shall not be unreasonably denied.

B. Private Duty will be made available to the members of the PBA provided that, in the opinion of the Chief of Police, it does not negatively impact on the conduct of departmental functions.

C. Private duty is paid for by requestors on an hourly basis. The Township levies an hourly administrative charge to cover costs of insurances and benefits. Should the Township increase the administrative charge, the hourly rate paid to police officers shall be raised by a similar amount. The hourly rate paid to police officers is \$40.00 with an administrative charge of \$10.00 per hour. Effective upon the signing of this Agreement, the hourly rate shall be increased to \$45.00.

D. Police vehicles will be used for private duty provided a vehicle is available and the Chief of Police/**Director** determines that the use of the Township vehicle is appropriate and/or necessary, on a case by case basis.

ARTICLE XXV

TERM OF AGREEMENT

THIS AGREEMENT shall become effective as of January 1, 2004 and shall remain in full force and effect until December 31, 2006.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19 day of September, 2005.

ATTEST:

TOWNSHIP OF MONTGOMERY

Donna Kukla

Louise Wilson  
MAYOR

ATTEST:

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
LOCAL #355, MONTGOMERY  
TOWNSHIP POLICE, NEW JERSEY

[Signature]

[Signature]

SCHEDULE A-2

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EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1999

<u>STEP</u> (PATROL OFFICER)	<u>EFF.</u> <u>1/1/04</u>	<u>EFF.</u> <u>1/1/05</u>	<u>EFF.</u> <u>1/1/06</u>
1 <sup>st</sup> Year of service (Trainee 1 <sup>st</sup> 6 mos.)	\$36,458	\$37,917	\$39,433
1 <sup>st</sup> Year of service (Trainee 2 <sup>nd</sup> 6 mos.)	\$43,959	\$45,717	\$47,546
2 <sup>nd</sup> Year of service	\$50,001	\$52,001	\$54,081
3 <sup>rd</sup> Year of service	\$56,044	\$58,285	\$60,617
4 <sup>th</sup> Year of service	\$62,085	\$64,568	\$67,151
5 <sup>th</sup> Year of service	\$68,126	\$70,851	\$73,685
6 <sup>th</sup> Year of	\$74,169	\$77,135	\$80,221
 <u>STEP</u> (SERGEANT)			
1 <sup>st</sup> Year of service	\$79,456	\$82,634	\$85,940
2 <sup>nd</sup> Year of service	\$82,545	\$85,847	\$89,280

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SCHEDULE A-1

EMPLOYEES HIRED BEFORE JANUARY 1, 1999

<u>STEP</u> (PATROL OFFICER)	<u>EFF.</u> <u>1/1/04</u>	<u>EFF.</u> <u>1/1/05</u>	<u>EFF.</u> <u>1/1/06</u>
1 <sup>st</sup> Year of service (Trainee 1 <sup>st</sup> 6 mos.)	\$36,458	\$37,917	\$39,433
1 <sup>st</sup> Year of service (Trainee 2 <sup>nd</sup> 6 mos.)	\$46,574	\$48,437	\$50,375
2 <sup>nd</sup> Year of service	\$53,473	\$55,612	\$57,836
3 <sup>rd</sup> Year of service	\$60,371	\$62,786	\$65,297
4 <sup>th</sup> Year of service	\$66,749	\$69,419	\$72,196
5 <sup>th</sup> Year of service	\$74,169	\$77,135	\$80,221
<u>STEP</u> (SERGEANT)			
1 <sup>st</sup> Year of service	\$79,456	\$82,634	\$85,940
2 <sup>nd</sup> Year of service	\$82,545	\$85,847	\$89,280

April 16, 2001

AGREEMENT

between

THE TOWNSHIP OF MONTGOMERY

and

MONTGOMERY TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

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JANUARY 1, 2001 THROUGH DECEMBER 31, 2003

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RUDERMAN & GLICKMAN, P.C.  
675 Morris Avenue, Suite 100  
Springfield, NJ 07081  
(973) 467-5111



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**AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the Township of Montgomery, New Jersey, hereinafter referred to as "Township" and the Superior Officers Association of Montgomery Township, hereinafter referred to as the "S.O.A."

**ARTICLE I**

**RECOGNITION**

A. The Township recognizes the S.O.A. as the exclusive bargaining representative with respect to terms and conditions of employment for all sworn full-time Police Lieutenants. All other police personnel are excluded.

B. The parties hereto further agree that this contract represents the complete and final understanding on all negotiable issues between the Township and the S.O.A..

**ARTICLE II**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law with respect to the management and direction of the Police Department, including but not limited to, the right to hire, promote, transfer, discharge, discipline and direct the members of the Montgomery Township Police Department.

**ARTICLE III**

**NON-DISCRIMINATION**

A. The Township and the S.O.A. agree that there will be no discrimination against any employee because of sex, race, color, creed or national origin.

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

A. Definitions: A grievance shall be defined as a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement and/or general practices in effect in the Township of Montgomery.

B. Presentation of Grievances: In the presentation of a grievance, the grievant shall have the right to present his or her own appeal or to designate a S.O.A. representative to appear with him. There shall be no loss of pay for the time spent in presenting the grievance by the grievant through the grievance procedure.

C. Steps of Grievance Procedure: The following shall constitute the initial method for the resolving of grievances between the parties covered by this Agreement:

STEP 1: The grievant shall institute action under the provisions hereof in writing, signed, and delivered to the Chief of Police within ten (10) working days after he would reasonably be expected to know of the occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall render a decision, in writing, within ten (10) working days after receipt of the grievance.

STEP 2: In the event the Chief of Police fails to render a written decision within said ten (10) days or if a satisfactory settlement has not been reached within said period,

the grievant may, in writing, file his signed complaint with the Township Administrator within ten (10) working days following the determination in STEP 1. The Township Administrator, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint. This decision shall be final in all cases except where a violation of the Agreement is alleged.

STEP 3: In the case of an alleged violation of this Agreement, should the grievant be dissatisfied with the Township Administrator's decision, the grievant, with the approval of the S.O.A., shall have ten (10) working days in which to file a request for binding arbitration. The Arbitrator shall be chosen from a panel submitted by the Public Employees Relations Commission and selected in accordance with its procedure. However, no arbitration shall be scheduled sooner than thirty (30) days after the final decision of the Township Administrator. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasons and conclusions of the issues submitted. The decision shall be final and binding on all parties. The cost of the services of the arbitrator shall be borne equally by the Township and the S.O.A. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be borne equally. Time limits under this Article may only be changed by mutual agreement of the parties in writing.

**ARTICLE V**

**ACCESS TO PERSONNEL FILES**

A. Upon request and within three (3) working days of notice, the employee shall have an opportunity to review and examine his/her personnel file. The Township has the right to have such review and examination take place in the presence of a designated official. The Township shall honor the request of an employee for copies of documents in the file.

B. Materials to be used for purposes which will effect discipline, promotion or employment shall be kept in the personnel file referred to in Section A of this Article and maintained in the Office of the Chief of Police.

C. Whenever a written complaint concerning an employee or his actions is to be placed in this personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.



**ARTICLE VI**

**SALARIES**

A. 1. Effective retroactive to January 1, 2001, the base annual salary for all employees who have attained the rank of Lieutenant prior to January 1, 1997 shall be \$86,046.00.

2. Effective January 1, 2002, the base annual salary for all employees who have attained the rank of Lieutenant prior to January 1, 1997 shall be \$89,488.00.

3. Effective January 1, 2003, the base annual salary for all employees who have attained the rank of Lieutenant prior to January 1, 1997 shall be \$93,068.00.

B. 1. Effective retroactive to January 1, 2001, the base annual salary for all employees who have attained the rank of Lieutenant on or after to January 1, 1997 shall be as follows:

<u>Step</u>	<u>Salary</u>
1	\$75,418.00
2	\$80,553.00
3	\$86,046.00

2. Effective January 1, 2002, the base annual salary for all employees who have attained the rank of Lieutenant on or after to January 1, 1997 shall be as follows:

<u>Step</u>	<u>Salary</u>
1	\$78,435.00
2	\$83,775.00
3	\$89,488.00

3. Effective January 1, 2003, the base annual salary for all employees who have attained the rank of Lieutenant on or after to January 1, 1997 shall be as follows:

<u>Step</u>	<u>Salary</u>
1	\$81,572.00
2	\$87,126.00
3	\$93,068.00

C. An additional \$1,000.00 shall be added after the first year of services to the base salary of any officer who has been awarded an appropriate Masters Degree as approved by the Police Advisory Board.

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

A. The parties contemplate that lieutenants shall not be regularly scheduled to work more than forty (40) hours per week, it being recognized that actual hours worked may exceed regularly scheduled hours due to the demands of the job.

B. All bargaining unit members shall be entitled to overtime compensation at one and one-half (1 1/2) times their regular base hourly rate of pay for all time worked beyond the normal work day, on their regular day off, or beyond their regular work week.

C. 1. Employees called into work outside of their regular schedule shall receive a minimum of four (4) hours of pay at their overtime rate, or the overtime actually worked, whichever is greater, under the following circumstances.

a. The employee is off-duty for the entire day and called into work;

b. The employee ends his shift for the day, has left the building, and is recalled; and

c. An employee off-duty and scheduled to work a shift during the day is called into work prior to the shift starting time, works the necessary assignment, is relieved from duty and expected to return for his scheduled tour of duty for the day.

2. An employee who is called into work prior to his regularly scheduled shift and works a period of time consecutive with the regular shift, shall be paid at the overtime rate for

time actually worked prior to the beginning of the regular shift.

**ARTICLE VIII**

**HOLIDAYS AND HOLIDAY PAY**

A. All employees in the bargaining unit shall be eligible to receive a holiday allowance equal to eight (8) hours of pay at their straight time hourly rate of pay for seven (7) of the fourteen (14) holidays listed below. The holiday benefit shall be paid in equal installments along with the regular payroll and shall be used in all calculations except the hourly rate and the overtime rate. The remaining seven (7) annual holidays shall be utilized consistent with prior practice, except that no two (2) lieutenants shall utilize a holiday benefit on the same calendar day. The holidays observed by the Township for this purpose shall be:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- President's Day
- Good Friday
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

**ARTICLE IX**

**VACATIONS**

A. Except as provided below, all full-time employees in the bargaining unit shall be eligible on January 1st in each calendar year for vacation with pay on the following basis:

1. In the calendar year in which the employee is hired one (1) vacation day for each month of completed service prior to July 1st up to a maximum of six (6) days.

2. Effective on January 1st of the calendar year following the year in which the employee is hired: one (1) day vacation for each month of completed service prior to July 1st up to a maximum of twelve (12) days. Should the employee leave the employ of the Township prior to July 1st of that year, pay for vacation days take which exceed the number of months worked shall be deducted from his/her final check.

3. Thereafter up through five (5) years of consecutive service: twelve (12) days.

4. Six (6) through fifteen (15) years of consecutive service: seventeen (17) days, beginning in the calendar year in which the sixth (6th) anniversary of employment occurs.

5. Sixteen (16) years or more of consecutive service: twenty (20) days beginning in the calendar year in which the sixteenth (16th) anniversary of employment occurs. Effective January 1, 2000, employees with sixteen (16) years or more of consecutive service shall be entitled to receive twenty-one (21) vacation days beginning in the calendar year in which the sixteenth (16<sup>th</sup>) anniversary of employment occurs.

6. No employee shall be entitled to take a vacation until the completion of six (6) months of service.

B. Vacations for full-time employees in the bargaining unit shall be scheduled by the Chief of Police or his designee in the following manner:

1. For vacation requests submitted by April 15th, seniority will be the deciding criterion where conflicts exist in scheduling. Members will be advised of their approved vacation dates by April 30th.

2. For requests received after April 15th, vacation periods will be scheduled on a first-come/first-serve basis. In each case, the member making the request will be informed of approval or non-approval within fifteen (15) days.

3. To insure that vacation is scheduled during the year, members shall submit requests no later than September 15th. Requests received after that date will be scheduled strictly at the convenience of the Department. Members will be advised of the approved dates by September 30th.

C. Except as provided in this Section, no more than seven (7) days of any accrued vacation not taken may be carried over to the following year. Should a vacation period which was approved prior to October 1<sup>st</sup> be canceled by the Chief of Police because of the press of Departmental business, the Chief shall permit such vacation time to be carried into the following year.

**ARTICLE X**

**FUNERAL LEAVE**

A. All full-time regular employees will be allowed five (5) consecutive working days off to include day of burial, in the case of the death of a father, mother, spouse, child, step-child, mother-in-law or father-in-law.

B. In the case of the death of a grandfather, grandmother, brother, sister, son-in-law, daughter-in-law, grandchild, three (3) consecutive working days, including day of burial, shall be granted.

C. For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, the day of the burial only shall be granted.



**ARTICLE XI**

**SICK LEAVE**

A. All full-time regular employees in the unit may receive sick pay for up to twelve (12) working days per year earned at the rate of one (1) day per calendar month worked. There shall be no limit to the number of unused sick days which may be accumulated.

B. Any full-time regular employees in the unit having worked six (6) months, but less than a full year, may receive an allowance of up to six (6) paid sick days.

C. Sick time allowance is granted only for an employee's sickness or injury, not work related, and cannot be taken for any other reason.

D. When absent on sick leave for more than five (5) consecutive working days, an employee shall provide a certified statement from the employee's attending physician indicating what illness he/she was treated for and that he/she is fit to return to work and able to perform the duties of the job.

E. The date on which an employee is appointed and starts work for the Township of Montgomery shall govern in determining sick leave benefits.

**ARTICLE XII**

**ADMINISTRATIVE PERSONAL LEAVE**

A. Employees covered under this Agreement shall be entitled to two (2) days of administrative personal leave of absence with pay in each calendar year. Such leave shall not accrue.

B. Requests for administrative personal leave must be approved forty-eight (48) hours in advance by the Chief of Police. Such leave shall not be taken in conjunction with sick leave.

**ARTICLE XIII**

**UNIFORM ALLOWANCE**

A. All employees shall receive a four hundred dollar (\$400.00) clothing allowance to be paid on the first pay date in June of each calendar year.

**ARTICLE XIV**

**IN-SERVICE TRAINING**

A. The Township agrees that within budget limitations, the cost of police training courses, seminars, and conferences authorized by the Chief of Police, shall be borne by the Township.

**ARTICLE XV**

**PENSION AND HEALTH BENEFITS**

A. The Township agrees to continue all pension and health benefits in effect on January 1, 1993.

**ARTICLE XVI**

**COMPREHENSIVE HEALTH BENEFIT PLAN**

A. The Township shall provide reimbursement of any actual expenditures by a employee on behalf of himself/herself or his/her dependents for one or more of the following, provided that the expenditures are not eligible for reimbursement through insurance coverage.

1. Dental services
2. Optical services
3. Prescription drugs
4. Premium costs for dental and disability insurance.

B. The maximum annual reimbursement shall be \$1,000.00.

C. Employees shall be allowed to carry over unused portions of their cafeteria plan allowance from year to year up to a maximum of \$2,000.00 in their accounts at any one time.

**ARTICLE XVII**

**LONG TERM DISABILITY**

A. Employees shall be eligible to participate in the plan of Long Term Disability Insurance provided by the Township at no cost to the employee.

**ARTICLE XVIII**

**DEFERRED COMPENSATION PLAN**

A. Eligible employees may participate in the Deferred Compensation Plan provided by the Township to the extent permissible by law and regulations.

B. 1. If the Deferred Compensation Plan is declared illegal by a court of competent jurisdiction, the Township will provide a reasonably equivalent substitute plan.

2. Any grievance alleging that the substitute plan is not a reasonable equivalent shall be arbitrated by Dr. Joan Parker of Philadelphia, Pennsylvania, whose authority shall be limited to determining as to whether the plan is or is not reasonably equivalent; and whose authority is further limited to ordering the Township to pay the participating eligible employees the Township's matching contribution to which each employee would have been entitled based upon the employee's contribution at the time the Township ceased its matching contributions.



**ARTICLE XIX**

**INSURANCE INDEMNIFICATION**

A. The Township shall provide liability insurance coverage to employees covered under this Agreement and shall further indemnify and defend all such employees as provided by law.

**ARTICLE XX**

**NO STRIKE PLEDGE**

A. The S.O.A. covenants and agrees that during the term of this Agreement neither the S.O.A. nor any person acting on its behalf or on behalf of the employees in this Unit, will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, of willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on duty personnel only. The S.O.A. agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by an employee covered under the terms of the Agreement shall be deemed grounds for disciplinary action up to and including discharge subject to the rules and regulations promulgated by the Township Committee.

C. The S.O.A. will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek

and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the S.O.A. or its members.

**ARTICLE XXI**

**REDUCTION IN FORCE**

A. 1. Whenever there is a lack of work or lack of funds requiring a reduction in the number of employees in the Department, the required reductions shall be made on the basis of length of service with the Township in such job classifications provided the remaining employees within the classification are qualified to perform the work. Such reductions in force shall be termed "Layoffs".

2. Where the reduction occurs in a higher classification, the member of that classification with the shortest length of service with the Township may "bump" downward into the classification with the next lower rate of pay, and shall receive compensation for that classification as set forth in ARTICLE VI of this Agreement. The member of the lower classification with the shortest length of service will then be the first person laid-off. Further lay-offs in a higher classification will be accomplished using the same procedure.

3. Persons on leave when a reduction in force occurs, who are otherwise qualified to perform the duties of the classification in which the reduction occurs, shall maintain their relative positions in terms of length of service within that classification.

B. Recall: Permanent full-time employees will be recalled to work in the reverse order within job classification in which they were laid off by the Township, provided the employee has the necessary skills, qualification and ability for the work

available. Notice of recall will be made by telegram or certified mail to the employee's last home address of record. The employee must provide the Township with any address change while waiting for recall.

C. Within twenty-four (24) hours of receiving the notice of recall, the employee shall notify the Township if he/she intends to return to work, and shall actually return to work within fifteen (15) days after receipt of the notice of recall. Failure to respond as herein agreed shall result in loss of seniority, and the employee shall be considered to have voluntarily resigned.

D. No new employee shall be hired by the Township while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employee on recall refuses to accept such employment. An employee recalled to a classification with a lower salary rate than his previous position may refuse such position and remain eligible for recall. Recall rights shall terminate twenty-four (24) months from the date of lay-off.