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AGREEMENT

BETWEEN

TOWNSHIP OF MONTGOMERY
SOMERSET COUNTY, NEW JERSEY

AND

MONTGOMERY TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2011 – DECEMBER 31, 2014

HERBERT, VAN NESS, CAYCI & GOODELL
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AGREEMENT

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This Agreement made and entered into this 12th day of July,
2012 by and between the Township of Montgomery, New Jersey, hereinafter
referred to as the "Township" and the Superior Officers Association of
Montgomery Township, hereinafter referred to as the "S.O.A."

ARTICLE I

RECOGNITION

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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

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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.

B. Seniority, for all contractual purposes, is established first by rank and secondly by time served in rank, whether on a regular, assigned or temporary basis. In situations requiring decision or control where the officers are of equal rank, the senior will make the decision and exercise control unless otherwise directed by a higher ranking command or supervisory officer.

ARTICLE III

DELETED AND RESERVED

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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 or her, there has been an inequitable, improper and unjust application, interpretation or violation of this Agreement and/or general practices in effect in the Township.

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. In the event an officer is issued such minor disciplinary actions such as 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 the Agreement:

Step 1: The grievant shall institute action under the provisions hereof in writing, signed, and delivered to the Chief of Police or Police Director within fourteen (14) working days after he would reasonably be expected to know of the occurrence. Failure to act within said fourteen (14) days shall be deemed to constitute an abandonment of the grievance. The Chief of Police or Police Director shall render a decision, in writing, within fourteen (14) working days after receipt of the grievance.

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Step 2: In the event the Chief of Police or 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 1. 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 3: In this case of an alleged violation of this Agreement, should the SOA be dissatisfied with the Township Administrator's decision, the S.O.A. 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 procedures. 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 arbitrator 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

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A. Providing three (3) working days advance 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 affect 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 or Police Director.

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

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

1. As set forth in Schedules A and B annexed hereto.

B. An additional \$1,500.00 shall be added after the first year of services to the base salary of any Lieutenant who has been awarded an appropriate Masters Degree as approved by the Township Administrator.

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

2. In cases where the duration of the temporary assignment is equal to 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 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 ½) 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 the time actually worked prior to the beginning of the regular shift.

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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 two (2) 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. . The following shall be observed as paid holidays:

1. New Years Day
2. Martin Luther King, Jr. Day
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Eve
12. Christmas Day

B. Beginning in the year 2009, in lieu of Lincoln's Birthday and Columbus Day, employees shall be entitled to two (2) floating holidays to be taken at the employee's discretion, upon forty eight (48) hours prior notice. These floating holidays cannot be carried over into the next or any other calendar year. If an employee fails to schedule the use of these floating holidays by October 1 of any calendar year, the Township reserves the right to schedule the floating holidays for the employee, at the Township's discretion and convenience.

ARTICLE IX

VACATIONS

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A. 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. Through five (5) years of consecutive service: twelve (12) days.
2. 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.
3. 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 (16th) anniversary of employment occurs.

B. Vacations for full-time employees in the bargaining unit shall be scheduled by the Chief of Police, Police Director, or their 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.

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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 1st be cancelled by the Chief of Police or Police Director because of the press of Departmental business, the Chief of Police or Police Director shall permit such vacation time to be carried into the following year.

ARTICLE X

FUNERAL LEAVE

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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.

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.

ARTICLE XI

SICK LEAVE

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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 and shall accrue on January 1st of each calendar year. 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 for an employee's sickness or injury, not work related. Upon the signing of this agreement, an employee may utilize up to five (5) of their 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/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 shall govern in determining sick leave benefits.

F. Paid sick leave cannot be used for other purposes. Accordingly, it cannot be used as a substitute for, or as an extension of, paid vacation or personal leave. If an employee utilizes a sick day immediately preceding or

following a paid vacation, personal leave or holiday, the employee must substantiate the need for the sick day with a doctor's note.

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ARTICLE XII

ADMINISTRATIVE PERSONAL LEAVE

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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 twenty-four (24) hours in advance by the Chief of Police or Police Director. Such leave shall not be taken in conjunction with sick leave.

ARTICLE XIII

UNIFORM ALLOWANCE

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A. The Township agrees to furnish to all employees covered by this Agreement all normal operational uniforms and equipment. The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty, however those uniforms that are damaged due to the negligence of the employee's own expense will be replaced at the officer's expense.

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

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

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 or Police Director, shall be borne by the Township.

Handwritten initials or signature in the top right corner, possibly reading 'G.F.' and 'A.S.'.

ARTICLE XV

PENSION AND HEALTH BENEFITS

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A. The Township agrees to provide a medical insurance plan through the Central Jersey Health Insurance Fund, or equivalent, and agrees to provide the Police and Fire Retirement System pension plan, for the term of this Agreement.

ARTICLE XVI

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COMPREHENSIVE HEALTH BENEFITS (CAFETERIA) PLAN

A. Reimbursement of costs and expenses incurred for certain health and benefit related services shall be made by the Township in accordance with the following guidelines:

1. Dental: Any expense incurred by the employee or his/her dependent(s) for dental care or dental insurance premiums are eligible for reimbursement.

2. Disability Insurance: An employee may elect to purchase a disability insurance policy. Premium costs are eligible for reimbursement.

3. Health Insurance: Employees may elect to be reimbursed for their portion of premiums associated with the employee's cost for insurance coverage, no co-payments, deductibles or similar costs are included.

4. Physical Examination: An employee or his/her dependent(s) may be reimbursed for expenses associated with a routine physical examination not covered by their insurance.

5. Optical: Any expenses incurred by the employee and his/her dependent(s) for optical care are eligible for reimbursement.

6. Prescription: The employee and his/her dependent(s) are eligible for reimbursement of medical prescriptions.

7. Other medical treatment: Any expenses incurred by the employee or his/her dependent(s) for any physician-prescribed medical treatment, including but not limited to: hearing aids, chiropractor, acupuncture, and dermatologist.

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B. Individuals shall be entitled to an annual cafeteria plan allowance of \$1,000.00 from year to year up to a maximum that brings the total in their cafeteria plan accounts to \$2,000.00. At no time will the available account exceed \$2,000.00 nor will any additional allowance be awarded to exceed the \$2,000.00 maximum.

C. To receive reimbursement, receipts for payment which clearly identify the amount of payment, date of payment, and the service provided, must be submitted to the Administration Office for processing. Receipts must be on company/service provided letterhead, stationary, etc. Payment will be made by voucher. Each payment request must be for an amount no less than fifty dollars (\$50.00). All payment requests for services rendered or payments incurred in the previous calendar year must be submitted prior to March 10th of the current calendar year. Reimbursement shall only be made for that portion of expenses not paid by any other means, i.e. other insurance coverage.

D. To receive reimbursement, eligible costs for reimbursement must be incurred while employees are employed by the Township.

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

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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 grievances 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. If Dr. Parker is unavailable, an arbitrator shall be selected pursuant to the agreement's Grievance Procedure.

ARTICLE XIX

INSURANCE INDEMNIFICATION

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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.

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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

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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 number 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.

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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 vacated 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.

ARTICLE XXII

TUITION REIMBURSEMENT

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The Township may, at its sole discretion, pay an employee's educational expenses where the particular education in question will enhance and is related to the employee's qualifications for performance of his/her position provided the Township budget permits such expenditures.

Application

Approval for reimbursement must be granted prior to enrollment for the employee to be eligible for reimbursement. The employee must apply in writing through and with the recommendation of their respective Department Head to the Administrator for permission to become eligible for tuition reimbursement.

Tuition reimbursement is available only for classes relevant to the employee's job. The application for tuition reimbursement must describe the class, explain the relation between the class and the employee's job and the benefits the course will provide to enable the employee to better perform his or her job. The request should also identify the school, set forth the projected cost of the course(s), course times and whether the course time conflicts with the regularly scheduled work day.

The Administrator will relay his or her decision to the employee through the appropriate Department Head.

Eligibility for Reimbursement

Employees who are approved for tuition reimbursement will be reimbursed upon satisfactory completion (passing grade of "C" or better) of the course work. Pass/fail courses require a grade of "pass". Reimbursement

shall be made for only that portion of the course not paid for by any other agency source.

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Employees who, other than retirement, choose to voluntarily separate their employment from the Township within a two-year period following receipt of reimbursement, must reimburse the Township for the tuition costs.

The employee will make every effort to schedule courses at times other than regular work hours. Employees taking educational courses scheduled during regular working hours may, with the Administrator's approval, be excused from work with pay provided the courses taken are directly related to the employee's job performance. Classes taken outside the normal work week are taken on the employee's own time. The employee shall file a copy of all documents, including transcripts, relating to the completion of course work with the Administrator through the employee's Department Head.

Unionized Employees

Unionized employees shall only receive tuition reimbursement benefits in accordance with their applicable collective bargaining agreement.

ARTICLE XXIII

SAVINGS BOND DEDUCTION PLAN

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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

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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 SOA provided that, in the opinion of the Chief of Police/Director, 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 insurance 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 \$75.00 with an administration charge of \$10.00 per hour with the caveat that the rate for governmental entities, such as the school district, is \$65.00 per hour.

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, 2011 and shall remain in full force and effect until December 31, 2014.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

17th day of July, 2012.

ATTEST:

Donna Kubla
Township Clerk

Ed Trzaska
Mayor

ATTEST:

Superior Officer's Association
of Montgomery Township,
New Jersey

Susan Smith
Witness

Wayne T. Allen

Lt. James J. Aug Jr

SCHEDULE "A"

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<u>YEAR</u>	<u>BASE SALARY PER YEAR</u>
2011	\$124,667
2012	\$126,849
2013	\$129,069
2014	\$131,328

SCHEDULE "B"

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For any officer promoted to the position of lieutenant within the term of this Agreement, the starting salary shall be the greater of the amount specified in Subparagraph A or Subparagraph B below. Raises shall take effect on the anniversary of the promotion.

- A. For the first year of service: \$118,761; for the second year of service: \$120,840; for the third year of service: \$122,955, or
- B. The amount equal to the highest sergeant salary (including holiday pay) in the year of the promotion, plus \$2,000.