

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between

TOWN OF MONTCLAIR, NEW JERSEY

and

MONTCLAIR POLICEMEN'S BENEVOLENT

ASSOCIATION, LOCAL NO. 53

1977

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RUTGERS UNIVERSITY

COMMISSIONER OF PUBLIC SAFETY

August 16, 1977

BE IT RESOLVED by the Board of Commissioners of the Town of Montclair, in the County of Essex, that the Director of the Department of Public Safety and the Town Clerk are hereby authorized to execute and to attest a contract between the Town and the Montclair Patrolmen's Benevolent Association, for the year 1977.

PREAMBLE

This Agreement, made this day of
1977, by and between the Town of Montclair, In The County of
Essex, New Jersey, hereinafter referred to as the "Town" or
"Employer" and Montclair Policemen's Benevolent Association,
Local No. 53, hereinafter referred to as "P.B.A.", is designed
to maintain and promote a harmonious relationship between the
Town of Montclair and such of its employees who are within
the provisions of this Agreement in order that more efficient
and progressive public service may be rendered.

ARTICLE 1
RECOGNITION

Section 1. The Employer hereby recognizes the P.B.A. as the exclusive majority representative of all the employees in the bargaining unit as defined in Article I. Section 2, hereof for the purposes of collective negotiations within the meaning of the New Jersey Employee-Employer Relations Act, N.J.S. 34:13A-1.1 et seq.

Section 2. The bargaining unit shall consist of all sworn, full-time employees or members of the Police Department of the Town of Montclair, New Jersey, now employed or hereafter employed, except the Police Chief and Deputy Chiefs.

Section 3. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II
ASSOCIATION SECURITY

Section 1. All employees covered by this Agreement who are members of the P.B.A. at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the P.B.A. for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the P.B.A. Any member may resign from the P.B.A. effective January 1 or July 1, in accordance with the noted requirements of N.J.S.A. 52:14-15.9e. In the event the member fails to notify the Town on January 1, or July 1, of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the P.B.A. in writing and a copy thereof furnished to the Town of Montclair.

Section 2. Subject to the provisions of N.J.S.A. 52:14-15.9e, upon written authorization by an employee covered by this Agreement, the Town agrees to deduct once each month from the salary of each employee the sum certified as P.B.A. dues and forward the sum certified as Union dues to the P.B.A. Treasurer and/or any other duly authorized officer.

ARTICLE III

UNION BUSINESS LEAVE

Section 1. The Employer shall permit members of the P.B.A. Grievance Committee (not to exceed a total of three (3) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay or compensatory time provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. The Employer shall permit members of the P.B.A. Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay or compensatory time.

Section 3. The Employer agrees to grant the necessary time off without loss of pay or compensatory time to the members of the P.B.A. selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association in accordance with past practice.

Section 4. The Employer shall grant time off without loss of pay to the President of the P.B.A. and the Legislative Delegate to the New Jersey State P.B.A. or their designees to conduct P.B.A.

Business and to attend State P.B.A. business functions which require their attendance. The Employer further agrees that the said officials shall be granted time off without loss of pay or compensatory time to attend, in an official capacity as representatives of the P.B.A., funerals for police officers who have given their lives in the course of their duties as police officers provided that such attendance does not diminish the effectiveness of the Department or require the recall of off-duty personnel.

Section 5. The Executive Board of the P.B.A. shall be granted time off from duty, provided it does not unduly interfere with the operation of the Department, and shall suffer no loss of regular pay or compensatory time for meetings of the Executive Board and the membership meetings of the P.B.A. when such meetings take place at a time when such officers are scheduled to be on duty.

ARTICLE IV
MANAGEMENT PREROGATIVES

The P.B.A. recognizes that areas of responsibility must be reserved to the Employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitation of this Agreement, is vested in and retained by the Employer exclusively.

ARTICLE V

BULLETIN BOARDS

Subject to prior approval of the Director, which approval shall not be unreasonably withheld, the Town shall permit the P.B.A. through its President or his designee, reasonable use of Bulletin Boards in police headquarters and the Special Services Bureau for the posting of notices concerning P.B.A. business and activities affecting the welfare of P.B.A. members, excluding political advertisements and notices.

ARTICLE VI

VACATIONS

Section 1. The director shall grant annual vacations with pay in accordance with the schedule annexed hereto. (See Section 18-42 Regular annual leave.)

Section 2. The Employer shall give each employee the opportunity to utilize his annual vacation leave between the months of June and September, provided it does not unduly interfere with the operation of the Department.

Section 3. The Employer shall permit employees covered by this Agreement to split their annual leave once, taking part of the annual leave within the vacation period and the remainder outside of the vacation period.

ARTICLE VII

LONGEVITY

All employees covered by this Agreement shall be entitled to and be paid longevity pay, computed as follows, and longevity compensation shall be paid to each employee in addition to his base salary:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of five (5) years	1 percent (1%) of base salary
Upon completion of ten (10) years	2 percent (2%) of base salary
Upon completion of fifteen (15) years	3 percent (3%) of base salary
Upon completion of twenty (20) years	4 percent (4%) of base salary
Upon completion of twenty-five (25) years	5 percent (5%) of base salary

Continuous service with the Police Department and/or with the Town as part of the Police and Firemen's Retirement System shall be the basis for computing longevity.

ARTICLE VIII
DEATH IN FAMILY

Section 1. The Employer agrees that each employee covered by this Agreement shall be permitted bereavement leave with pay not to exceed five (5) calendar days beginning with the date of death of an employee's spouse, child, brother, sister, mother, father, stepmother, stepfather, mother-in-law or father-in-law, grandparent of employee, or any person making his home with the employee's family to such a degree as to cause him (her) to be considered or regarded as a member of the family. In the event of the death of an employee's relative of a more remote degree, viz: uncle, aunt, nephew, niece or cousin, a special leave of one day may be granted upon proper application to the Chief of Police.

Section 2. Bereavement leave will be treated as exclusive of his annual leave or sick leave.

ARTICLE IX

HOLIDAYS

Section 1. Every employee covered by this Agreement shall receive one day's pay at his prevailing rate for a total of twelve (12) holidays. The annual rates of pay set forth in Appendix "A" of this Agreement includes pay for six (6) holidays off with pay and extra pay for six (6) additional days is lieu of holidays.

Section 2. If Town employees (other than members of the Police Department) receive an unscheduled day off during the year, then, in addition to said twelve (12) holidays, each employee shall receive in 1977 an additional day's pay during the month of December.

Section 3. Each employee shall receive six (6) days off during the year in lieu of the six (6) holidays mentioned in Section 1 hereof. These days may be accumulated and carried over into the subsequent contract year in the event the Town refuses to grant said days when requested. The parties hereto shall make every effort to cooperate in order that these days will be scheduled during the course of the year. However, the Employer shall not dispense any of these days or any accumulated time owed unless when specifically asked by the Employee.

ARTICLE X

HEALTH INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J" for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide at no cost to the employee, major medical insurance to all employees and their dependents.

ARTICLE XI

CLOTHING AND EQUIPMENT
MAINTENANCE ALLOWANCE

Section 1. All employees of the department covered by this Agreement shall be entitled to an annual clothing allowance of Two Hundred and Ninety Dollars (\$290.00), payable in two (2) equal installments, one (1) on May 1 and one (1) on November 1. Employees who retire from the department shall be entitled to a pro rated clothing allowance to the date of retirement or to the date of commencement of terminal leave whichever date is earlier. Employees who are honorably separated from the department shall be entitled to a pro rated clothing allowance to the date of such separation for the year in which such separation occurs.

ARTICLE XII

LEGAL ACTIONS AGAINST POLICE OFFICERS

Section 1. Whenever any civil action is brought against any employee covered by this Agreement for any act or omission arising out of and in the course of his employment, the Town shall defray all costs of defending such action, and shall furnish counsel for the defense of such action, and the costs of appeal, if any, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom.

Section 2. When a plaintiff makes a claim for punitive damages, the Town shall defend the action on behalf of the employee until after all discovery proceedings have been completed. Upon completion of discovery, the Town and the Union shall confer and if it appears that the employee did not act in a reckless or wanton manner outside the scope of his employment, or if it appears that such an issue is one over which reasonable men may differ, the Town shall continue to defend the action on behalf of the employee and the provisions of the preceding paragraph shall apply. If, however, it appears that the employee acted wantonly, recklessly and outside the scope of his employment, the Town shall not defend the action, and shall advise the employee to retain separate counsel for the defense of the claim for punitive damages. The Town shall reimburse the employee for

all reasonable attorney's fees incurred, and costs. In the event the plaintiff is successful at trial in his claim against the employee for punitive damages and a judgment for punitive damages is returned against the employee, the Town and the employee shall have the right to appeal the judgment for punitive damages to the Appellate Division but, in the event the Town and the employee do not appeal said judgment, the Union shall have the right to submit the reasonableness of the verdict as to punitive damages to arbitration in accordance with the arbitration provisions of this Agreement. In the event the Arbitrator, after reviewing the entire matter, including the trial record, finds the verdict as to punitive damages to be justified, the employee shall pay said judgment. In the event the Arbitrator finds the verdict to be unjustified, The Town shall pay the judgment.

ARTICLE XIII

WAGES

Section 1. Wages shall be paid to all employees covered by this Agreement in accordance with Appendix A attached hereto and made a part hereof.

Section 2. Wages, and all increments, bonuses or differentials thereto, shall be paid on alternate Fridays commencing January 14, 1977.

Additionally, any monetary benefit such as overtime, or holiday pay, or any other benefit, the time for payment of which is not otherwise provided for in this Agreement, shall be paid on the next regular pay day for the regular pay period during which the overtime or holiday was worked, or during which the benefit accrued.

ARTICLE XIII (A)

SICK LEAVE

Section 1. Each employee covered by this Agreement shall be entitled to the sick leave benefits which were in effect prior to the execution of this Agreement.

ARTICLE XIV

DISCHARGE-OR SUSPENSION

Section 1. No employee shall be disciplinee or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration."

Section 2. The provisions hereof shall not apply to probationary employees.

ARTICLE XV

GRIEVANCE-PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized P.B.A. representative.

Section 3. When the P.B.A. wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the P.B.A. or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or no answer has been received by the P.B.A. within the time set forth in Step 1, the grievance may be presented in writing to the Commissioner of Public Safety. The final decision of said

Commissioner shall be given to the Union in writing within fourteen days after the receipt of the grievance by the said Commissioner.

Step 3. If the grievance has not been settled to the satisfaction of the parties at Step 2 of the Grievance Procedure or if no answer in writing by the Commissioner has been received by the P.B.A. within the time provided in Step 2, the P.B.A. may demand arbitration of the grievance in accordance with Article XVI, "ARBITRATION" hereinafter set forth.

Section 4. Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

ARTICLE XVI

ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the New Jersey State Board of Mediation to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

Section 4. The decisions of the Arbitrator shall be final and binding on the P.B.A. and the Employer.

Section 5. The costs of the services of the arbitrator shall be borne equally by the Employer and the P.B.A.

Section 6. Where an Employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

ARTICLE XVII

ACCESS TO PERSONNEL FILES

Section 1. The Employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least once during each calendar year upon reasonable advance request by the employee. The inspection shall take place in a private place provided by the Employer at reasonable hours during the day. The employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the employee may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings or information contained in his personnel file.

ARTICLE XVIII

SENIORITY

Section 1. Traditional principles of seniority shall apply to employees covered by this Agreement. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the police surgeon. Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge
- (b) Resignation
- (c) Absence for five (5) consecutive calendar days without leave or notice or justifiable reason for failing to give same.

Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action. The interpretation and application of this Article shall be in conformity with all applicable statutes and rules and regulations.

ARTICLE XIX
ASSOCIATION RIGHTS

Section 1. All the rights, privileges, benefits and practices which the employees covered by this Agreement enjoyed prior to this Agreement are retained by the employees except as those rights, privileges and benefits as are specifically abridged or modified by this Agreement.

ARTICLE XIX (A)

BILL OF RIGHTS

Section 1. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by supervisory personnel. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, and once the investigation enters an accusatory stage or when written reports are required, the following rules are hereby adopted:

(a) The interrogation of an employee shall be at a reasonable hour, preferably when the member involved is on duty.

(b) The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

(c) The questioning shall be reasonable in length. He should be allowed to have a P.B.A. representative present if he

so desires. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(d) The complete interrogation of the employee shall be recorded mechanically or by a Department stenographer. There will be no "OFF THE RECORD" questions. All recesses called during the questioning shall be recorded.

(e) The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(f) If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(g) In all cases and in every stage of the proceedings the Department shall afford an opportunity for an employee, if he so requests to consult with counsel and/or his P.B.A. representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the Force.

ARTICLE XX

DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the P.B.A. or against the employees represented by the P.B.A. because of membership or activity in the P.B.A. There shall be no discrimination or coercion by the P.B.A. or any of their agents against any employees covered by this Agreement because of membership or non-membership in the P.B.A. The Employer shall refrain from showing preferential treatment towards any particular employee. Nor shall the Employer discriminate in favor of, or assist, any other labor or police organization which in any way affects the P.B.A.'s rights as certified representative for the period during which the P.B.A. remains the certified representative of the employees. Neither the Employer nor the P.B.A. shall discriminate against any employee because of race, creed, color, age, or national origin. The Town will cooperate with the P.B.A. with respect to all reasonable requests concerning the P.B.A.'s responsibilities as certified representative.

ARTICLE XXI

MUTUAL AID

Section 1. Employees while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by State Law.

Section 2. The Town shall not require employees covered by this contract to be located to other communities whose policemen are engaged in a job action. This will not preclude the use of personnel of the Town of Montclair to assist another community when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder. The Town shall not be required to violate any applicable statutes or court decisions.