

AGREEMENT

BETWEEN

THE BOROUGH OF MONTVALE

AND

MONTVALE PBA LOCAL 303

Effective January 1, 2005 through December 31, 2010

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ARTICLE I

CONTINUATION OF AGREEMENT

1.01 The within agreement shall be deemed to be effective January 1, 2005.

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ARTICLE III

RECOGNITION

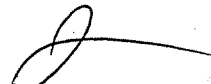
3.01 The Borough hereby recognizes the Montvale Police Benevolent Association and Employees as the sole and exclusive bargaining agent for all Police Officers including Detectives, Sergeants and Lieutenants, but excluding Captains and higher ranks employed by the Borough, for the purpose of collective bargaining negotiations with respect to rates of pay, wages, hours of work and conditions of employment.

3.02 The term "Police Officer" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

ARTICLE V

EXCLUSIVITY OF REPRESENTATION

5.01 The Borough agrees that it will not enter into any agreement affecting the terms and conditions of employment of the categories of personnel covered by this Agreement except with the PBA recognized herein.

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ARTICLE VII

JOB SPECIFICATIONS

7.01 The job specifications as set forth in the Borough Police Ordinance in effect during the 1980-82 Agreement, shall govern the activities of the Employees covered by this Collective Bargaining Agreement.



ARTICLE IX

PRIORITY FOR OVERTIME

9.01 Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating Seniority Roster. Such overtime will be offered to persons other than full time Employees only after it has first been refused by each member on the Seniority Roster aforementioned.

9.02 With regard to what is commonly known as "school details," it is agreed that the Borough will attempt to attain at least one (1) full time Employee of the Police Department to work said detail and will make an offer of such detail to the regular full time Employees on the basis of the rotating Seniority Roster referred to in the previous Section. The remainder of the personnel required for such detail may thereafter be comprised of Employees who are classified as Special Police Officers.

9.03 Off duty Employees covered under the agreements herein before mentioned on school details are to be paid at the rate of time and one-half for the duration of such detail.

9.04 With regard to all Police services contracted for by a non-governmental agency, an off duty Employee shall receive pay at the rate of time and one-half (1 1/2) for all services performed with regard thereto, with a minimum of four (4) hours of pay for any given detail. The vendor must provide at least one (1) hour notice of cancellation prior to the start of any scheduled detail or will incur the minimum four (4) hour charge noted above. *Effective January 01, 2006.*

9.05 *Minimum call-out* – Any employee requested or ordered to perform a function for the Borough, which is conducted while off-duty, not including Court, will be paid at the rate of time and one-half (1 1/2) and the Employee's entitlement to overtime under this Article shall not be less than two (2) hours of pay. *Effective January 01, 2006.*

ARTICLE XI

LONGEVITY

11.01 In addition to the salaries and other benefits provided for elsewhere in this Agreement, it is agreed that each Employee shall be paid an annual longevity increment pursuant to the following schedule:

Officers hired before January 01, 2006

After four (4) years	1%
After six (6) years	2%
After eight (8) years	3%
After ten (10) years	4%
After twelve (12) years	5%
After fourteen (14) years	6%
After sixteen (16) years	7%
After eighteen (18) years	8%
After twenty-three (23) years	9%

Officers hired after January 01, 2006

After eight (8) years	1%
After ten (10) years	2%
After twelve (12) years	3%
After fourteen (14) years	4%
After sixteen (16) years	5%
After eighteen (18) years	6%
After twenty (20) years	7%
After twenty-two (22) years	8%
After twenty-three (23) years	9%

11.02 Prior practices as to the form of payment of longevity shall continue.

ARTICLE XIII

EDUCATION INCENTIVE

13.01 Each Employee covered by this Agreement with a degree in Police Science, Criminal Justice, Police Safety or other substantially similar programs of study in those areas shall, upon proper notification and proof to the Borough, receive an annual educational incentive, in addition to all other wages and benefits, pursuant to the following chart:

Associate Degree:	\$ 1,300.00
Bachelor Degree:	\$ 1,800.00
Master Degree:	\$ 1,950.00

13.02 No Officer hired after January 1, 1980, shall be entitled to any educational incentive provided in this Article until the commencement of that Officer's fourth year of service and thereafter.

13.03 The Borough shall provide an in-service training program incentive for all Employees covered by this Agreement as follows:

(A) For each thirty-five (35) hours of approved in-service training at an accredited school or seminar, such school or seminar being recognized by the membership as approved or accredited, i.e., Bergen County Police Academy, New Jersey State Police Academy, Bergen County Sheriff's Seminar, etc., any member shall receive four (4) credit hours, to be paid at the rate of Fifteen Dollars (\$15.00) per credit, upon presentation of a certificate of satisfactory completion of the approved or accredited course.

(B) Employees hired after January 1, 1980, shall be entitled to the same program as is provided in (A) above, however such after hired Employee's entitlement shall not be allowed to exceed Four Hundred and Twenty Dollars (\$420.00) per year, and further, such after hired Employees shall not be allowed to take any monies under this program until after commencement of their fourth (4th) year of service.

(C) Employees receiving education incentive as provided in Paragraph 13.01 above shall not be permitted to also collect any money under this in-service training program incentive.

13.04 Any Employee hired prior to January 1, 1997, shall be entitled to payment of the educational incentive without regard to the Major for which the degree was awarded, despite conditions set forth in 13.01 above.

ARTICLE XV

VACATIONS

15.01 Vacation days may be used by the Employee at any time during the year and must be utilized by the last day of February of the following year. Each Employee covered under this Agreement shall be allowed vacation time at his full regular salary in accordance with the following schedule:

15.02 Full time Patrol officers and Superior Officers of the Police Department whose length of service is:

(A)	Up to six months	None
(B)	Six months to one year	Four working days
(C)	One year to two years	Eight working days
(D)	Two years to five years	Fourteen working days
(E)	Five years to ten years	Eighteen working days
(F)	Ten years to fifteen years	Twenty working days
(G)	Fifteen years to retirement	Twenty-two working days

15.03 Superior Officers of the Police Department having more than twenty (20) years of service:

(A)	Sergeants of Police	Twenty-four working days
(B)	Lieutenants of Police	Twenty-six working days

15.04 Vacations for the Employees covered under this Agreement shall be scheduled in a uniform manner with preference in accordance with seniority, to the extent that same is consistent with the efficient and effective operation of the Department.

15.05 An Employee need not take all of his vacation time entitlement consecutively. He may elect to split his vacation time, provided such split is in whole day allocations.

For the purpose of seniority preference in the selection of vacation periods, the selection by any member of a vacation of more than four (4) days shall constitute his exercise of his seniority preference.

15.06 The vacation schedule for all personnel shall be prepared as soon as possible after the beginning of the calendar year and shall be posted conspicuously at Police Headquarters.

15.07 Except in the event of a public emergency requiring the actual full mobilization of the Borough Police Department, an Employee covered under this Agreement shall not be recalled to duty during his regularly assigned vacation period.

ARTICLE XVI

HOLIDAYS

16.01 Each Employee covered under this Agreement, in addition to his regular wages and other benefits, shall receive as paid holidays, the twelve (12) holidays set forth in the existing Borough Ordinance plus Martin Luther King Day for a total of thirteen (13) holidays. Each Employee may elect to take the thirteen (13) paid holidays off with pay or he may work any six (6) days of said holidays and receive a regular day's pay for each such holiday worked in addition to all other remuneration earned by virtue of work actually performed on such day.

16.02 Additional Holidays. In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the President of the United States.

ARTICLE XVIII

FUNERAL LEAVE

18.01 In the event of the death of a spouse, child, step-child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, or spouse's grandparent or great-grandparent, or other member of the Employee's family who resides in the Employee's home, the said Employee shall be entitled in continuous absence, not exceeding four (4) days, with pay.

18.02 Such funeral leave shall not be charged against the Employee's vacation or sick leave.

18.03 Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

18.04 In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

ARTICLE XX

PREGNANCY


20.01 Any member of the bargaining unit who becomes pregnant shall be protected under "The Pregnancy Discrimination Act of 1978."



ARTICLE XXII

LEAVE OF ABSENCE

22.01 Subject to the approval of the Governing Body, a leave of absence without pay of up to one year's duration may be granted to any Employee covered under this Agreement.



ARTICLE XXIV

FUNERAL SERVICES

24.01 In the event that a fellow Police Officer anywhere in the State of New Jersey is killed in the line of duty, the Borough will permit at least two (2) off-duty Police Officers of the Borough to participate in funeral services for the deceased fellow Officer.

24.02 Subject to the availability of a Borough vehicle, the Borough will permit such a vehicle to be utilized by such participants in the funeral services.

24.03 The participating Officers shall not be entitled to any compensation during the time which they are participating in said funeral services. This program shall be administered by the Chief of Police.

ARTICLE XXVI

MEDICAL COVERAGE - DENTAL, PRESCRIPTION, OPTICAL

26.01 The Borough shall pay for and provide for hospitalization coverage, medical/surgical and major medical coverage as provided under the New Jersey State Health Benefits Plan consistent with the existing coverages issued by the Borough except that the medical co-payment amounts shall be \$200 individual and \$400 for family per year. The borough shall have the right to change insurance providers as long as equivalent provisions are provided. All such policies shall include the Employee, their spouse and children of the Employee's household.

26.02 The Employer shall provide a full family prescription plan with a co-pay, by the Employee, of \$5.00 for each generic prescription and \$10.00 for each brand name prescription. Should a generic prescription not be available, then the co-pay shall be \$5.00 for each brand name prescription in this case.

26.03 The Employer shall provide a full family dental plan to include a 70/30 co-payment plan with an orthodontic rider of a maximum of \$1,000.00 per family member.

26.04 The Borough will provide a self insured vision care plan for all Employees covered under this Agreement and the Employees' dependents as qualified for coverage under the New Jersey Health Benefits Program. The plan benefit limits shall be: Four Hundred (\$400) Dollars in 1997 and Five Hundred (\$500) Dollars in 1998 and thereafter per year for the Employees and eligible dependents. Only claims incurred and submitted during the calendar year, prior to each December 15th shall be eligible for payment.

The following purposes shall qualify for reimbursement under this vision care plan up to the plan benefit limits:

1. Vision Examination - A complete vision examination may include, but is not limited to visual acuity at twenty (20) feet for each eye and for both eyes, visual acuity at sixteen (16) inches for each eye and for both eyes, cover test at twenty (20) feet and sixty (60) inches, pupillary reflexes, test of eye movements, ophthalmoscopy, retinoscopy, refraction, coordination measurements (far and near), and additional tests indicated such as tonometry, visual fields, biomicroscopy, color vision, depth perception, etc.
2. Lenses - When a correction is prescribed by the doctor, the plan includes the necessary materials and professional services connected with ordering, fitting, and adjusting of those materials.

ARTICLE XXVII

LIFE INSURANCE

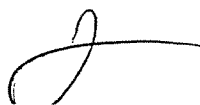
27.01 The Borough will provide at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount of Fifteen Thousand (\$15,000) Dollars per Employee.



ARTICLE XXVIII

PHYSICAL EXAMINATION

28.01 The Borough shall have the right to require an annual physical examination of each Employee. The Borough shall select the physician to perform said examination and shall be obligated to pay the full cost of same.



ARTICLE XXX

UNIFORMS AND PERSONAL EQUIPMENT

30.01 An Employee's uniform required by them in their capacity as a Police Officer, which may be damaged beyond repair while acting in their capacity as a Police Officer, shall be replaced at the expense of the Borough. Any such payments made under this Article shall be in addition to the Employee's annual clothing allowance previously referred to in this Agreement.

Personal equipment required by the Employee in their capacity as a Police Officer which may be damaged beyond repair shall be replaced at the cost of the Borough, providing the cost of the personal equipment does not exceed the amount of \$150.00. Where the cost of the personal equipment exceeds this amount, the Borough shall only be responsible for an amount up to \$150.00, per item.

Personal equipment is considered to be items not generally purchased through the uniform allowance and are itemized as follows:

1. Watch
2. Pen
3. Mechanical Pencil
4. Briefcase

which may be used in the performance of the duties of a Police Officer.

Personal equipment which would be replaced at the cost of the Borough without being subject to the \$150.00 per item cap would be itemized as follows:

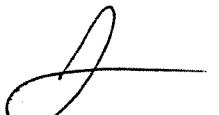
1. Prescription eyeglasses
2. Prescription Contact lenses
3. Body armor (ballistic vest)

Personal equipment shall not include jewelry and the Borough shall not be responsible for the replacement or repair of jewelry (rings, chains, necklaces, bracelets, earrings, or pins).

ARTICLE XXXII

TRAFFIC BREAK

32.01 In the interest of obtaining an effective and efficient traffic control system, the parties agree that an Officer who is assigned to direct traffic on any street in the Borough may require rest breaks. In furtherance thereof, the parties agree that any such Officer directing traffic shall be entitled to an hourly rest break during his traffic detail of fifteen (15) minutes to be utilized at the Officer's discretion and in such a manner as to perpetuate the high standard and image of the Montvale Police Department.

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ARTICLE XXXIV

GRIEVANCE PROCEDURE

34.01 The purpose of the Grievance Procedure set forth herein shall be to settle all grievances between the Borough and the PBA and Employees as quickly as possible, so as to insure efficiency and promote Employee's morale.

34.02 A grievance is defined as any disagreement between the Borough and the Employees of the PBA, involving the interpretation of application or a regulation, rule, condition of employment, violation of agreement or suspension.

34.03 All grievances shall be processed as follows:
The grievance shall be reduced to writing by the grievant and submitted to the Chief within thirty (30) calendar days of its occurrence. The Chief shall reply to such grievance, in writing, within five (5) calendar days of its submission to him. A copy of his reply to any Employee's grievance shall be directed to the PBA.

34.04 If a grievance is not settled through Step 1, above, the same shall be reduced to writing by the PBA or Employee concerned, and submitted to the Administrator within ten (10) calendar days. The Administrator shall reply to such grievance, in writing, within seven (7) calendar days of its submission to him. A copy of his reply to any Employee's grievance shall be directed to the PBA.

34.05 If a grievance is not settled by proceeding through Steps 1 and 2 above, then the PBA or Employee shall have the right to submit such grievance in writing to the Mayor and Council or the Borough within ten (10) calendar days. The Borough Clerk may be used as the agent of the Mayor and Council for receipt of the grievance. A written answer to said grievance shall be served upon the PBA or upon the Employee concerned with a copy to the PBA within seven (7) calendar days after submission to the Mayor and Council.

34.06 Arbitration

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding. The expense of such arbitration shall be borne equally by the parties.

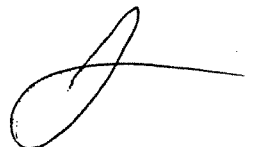
(2) Employees covered by this Agreement shall have the right to process their own grievances, with or without a PBA representative.

ARTICLE XXXV

RETENTION OF BENEFITS

35.01 The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the Montvale Police Department not covered by this Agreement, shall be maintained at not less than the existing standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.


35.02 Burden of proof relating to benefits and conditions of employment shall lie with the PBA.

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ARTICLE XXXVII

APPLICABILITY OF STATE LAW

37.01 The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State Laws.

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ARTICLE XXXIX

TRAVEL AND MEAL ALLOWANCE

39.01 When an Employee is required to be out of the Borough of Montvale on required municipal business and no municipal vehicle is provided for such travel, then the Employee shall be reimbursed at the current federal standard rate as payment for his personal transportation in addition to tolls and parking fees.

39.02 When such out-of-town activity encompasses a regular meal period, the Employee shall be reimbursed for his or her meal expenses, at a rate not to exceed Twenty-five Dollars (\$25.00) per day.

39.03 The above clause shall not apply to matters involving the PBA before PERC or its successor unless an Employee is requested, subpoenaed or ordered to appear by the Governing Body.

ARTICLE XLI

RIGHTS OF EMPLOYEES

- 41.01 Members of the Montvale Police Department hold a unique status as Police Officers in that the nature of their offices and employment involves the exercise of a portion of the Police power in the Borough of Montvale.
- 41.02 The security of the community depends to a great extent on the manner in which the Police Officers perform their duties. Their employment is thus the nature of a public trust.
- 41.03 The cognizance and control of the government, administration, disposition and discipline of the Department is the responsibility of the Borough and the Chief of Police.
- 41.04 In administering the Department, the Borough appoints numerous superiors to exercise various powers of command over subordinates. In addition, they have promulgated various rules and procedures to guide members of the force in the performance of their duties.
- 41.05 The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline without in any way impairing the rights and obligations of the municipality and the Chief of Police, the following guidelines are promulgated.
- 41.06 In all cases where an Officer is expressly threatened with disciplinary action or suspension resulting from his performance or non-performance in the line of duty, he shall upon being so advised, have the right to consult with counsel or anyone else prior to being questioned by his Superior Officer provided that the interrogation is not unduly delayed. In such cases the interrogation may not be postponed beyond 10:00 A.M. of the day following notification of the interrogation.
- 41.07 The aforementioned guidelines will be observed by Superior Officers who shall include only the Chief and Captain of Police. In the event a Superior Officer who is subordinate to the Chief and Captain of Police shall desire to interrogate another Officer under the conditions herein described, the Officer to be interrogated may request as a condition precedent to questioning that the Chief or Captain of Police be advised as to the interrogation. Where such a request is made, the Chief or Captain of Police shall require that the interrogator allow for consultation as herein otherwise provided should such be the further request of the person to be interrogated.

ARTICLE XLII

NO STRIKE PLEDGE

42.01 It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

42.02 The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf 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, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performances of the Employee's duties of employment), against the Borough.

42.03 The PBA agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. Nothing in this Agreement shall be construed as limiting any right to injunctive relief which the Employer may have at law or equity.

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ARTICLE XLIV

SAFETY AND HEALTH

44.01 The Employer shall at all times maintain working conditions to insure maximum safety for all Employees. Present equipment and working conditions are recognized by both parties as being safe and adequate.

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ARTICLE XLVI

MANAGEMENT RIGHTS

46.01 The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.

ARTICLE XLVIII

AGENCY SHOP

48.01 Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall pay a representation fee to the Union.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. Upon written demand and notice from the Union as to the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for the membership year, the Borough shall deduct the representation fee from pay checks paid to each non-member Employee during the calendar year. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement with the Union and the Employer.

48.02 The PBA agrees to establish and maintain a "demand and return" system whereby Employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that Employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the Employee to the Review Board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

48.03 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

ARTICLE L

LENGTH OF AGREEMENT

50.01 This Agreement shall be in effect as of January 1, 2005, and shall terminate on December 31, 2010. All benefits hereunder shall be effective to January 1, 2005, unless otherwise specified.

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In WITNESS WHEREOF, the parties hereto hereunto affixed their hands and seals the day and year written aforesaid.

ATTEST:

John T. Doyle

ATTEST:

Jennell

BOROUGH OF MONTVALE

By:

Louise D. Zella

MONTVALE POLICE
BENEVOLENT ASSOCIATION

By:

Bruce Feath

A

SCHEDULE " A "

Base Wages

Police Officer hired before January 1, 2005	3.75% Effective 1/1/05	4.00% Effective 1/1/06	4.00% Effective 1/1/07	4.00% Effective 1/1/08	4.25% Effective 1/1/09	4.25% Effective 1/1/10
0 - 6 months	27,834	28,947	30,105	31,309	32,640	34,027
6 months - 1 year	36,184	37,631	39,137	40,702	42,432	44,235
1 - 2 years	44,536	46,317	48,170	50,097	52,226	54,446
2 - 3 years	52,887	55,002	57,203	59,491	62,019	64,655
3 - 4 years	61,236	63,685	66,233	68,882	71,810	74,862
4 - 5 years	69,586	72,369	75,264	78,275	81,601	85,070
5 - 6 years	77,936	81,053	84,296	87,667	91,393	95,277
6 - 7 years	84,443	87,821	91,334	94,987	99,024	103,232
Sergeant	91,357	95,011	98,812	102,764	107,132	111,685
Lieutenant	98,174	102,101	106,185	110,432	115,126	120,019

Base Wages

Police Officer hired after January 1, 2005	3.75% Effective 1/1/05	4.00% Effective 1/1/06	4.00% Effective 1/1/07	4.00% Effective 1/1/08	4.25% Effective 1/1/09	4.25% Effective 1/1/10
0 - 6 months	27,834	28,947	30,105	31,309	32,640	34,027
6 months - 1 year	31,878	33,153	34,479	35,858	37,382	38,971
1 - 2 years	35,921	37,358	38,852	40,406	42,124	43,914
2 - 3 years	44,008	45,768	47,599	49,503	51,607	53,800
3 - 4 years	52,095	54,179	56,346	58,600	61,090	63,687
4 - 5 years	60,182	62,589	65,093	67,697	70,574	73,573
5 - 6 years	68,269	71,000	73,840	76,793	80,057	83,459
6 - 7 years	76,356	79,410	82,587	85,890	89,540	93,346
7 - 8 years	84,443	87,821	91,334	94,987	99,024	103,232

Juvenile Officer - additional per annum: \$ 400.00

Assistant Juvenile Officer - additional per annum: \$ 350.00

None of the aforesaid annual salaries of additional payment or the detective additional payment described in Article 10.02 shall include overtime for any of the Employees covered herein.



THIS AGREEMENT, made this 9th day of May 2007 between the Borough of Montvale, a municipal corporation and body politic of the State of New Jersey, maintaining offices at Mercedes Drive in the Borough of Montvale, County of Bergen and State of New Jersey, hereinafter referred to as the "Borough" and Joseph Marigliani residing at 19 Cottage Avenue, Montvale, New Jersey.

WITNESSETH

WHEREAS, the Borough is desirous of employing a person to serve in the position of Police Chief; and

WHEREAS, the Employee has agreed to serve in such capacity under certain terms and conditions; and

WHEREAS, the parties have reached a mutual agreement and are desirous of reducing such agreement to writing.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid each unto the other, receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Borough agrees to the employment of Joseph Marigliani in the position of Police Chief in and for the Borough of Montvale.
2. The Employee agrees to continue in such position as Chief of Police under certain terms and conditions.
3. In retaining such position, the Employee agrees to perform all of the duties of Police Chief as the same may be from time to time assigned by the Borough through its Governing Body and by ordinance, as the same shall be amended and supplemented, which shall include but not be limited to, all statutory obligations and supervision of persons in the Police department of the Borough. The office of the Chief of Police, for the purpose of this Agreement, shall be considered an executive position and as such the person holding such position shall be considered management personnel of the department.
4. The gross annual salary to be paid to the Employee for the faithful performance of all the term of the within Agreement shall be as herein stated for the calendar year:

2007 \$133,775

payable in semi-monthly installments, as total compensation for the position including longevity, and education and all other considerations unless otherwise specifically mentioned in this Agreement.

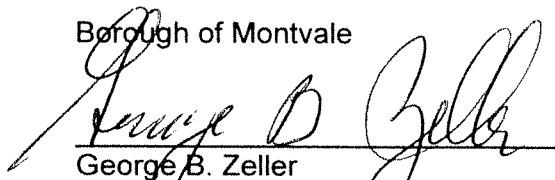
5. It is agreed between the two parties that the Employee shall be entitled to thirteen (13) holidays. With the consent of the Borough, the Employee may work a holiday in exchange for a different day off mutually convenient to both parties. The Employee shall have the option of taking all thirteen days off or working six days at an additional straight rate of pay.
6. The Employee shall receive an annual clothing allowance of \$850 for 2007.
7. The Employee shall receive five (5) calendar work weeks plus one (1) day of time off, including Saturday and Sunday, of time off without loss of pay which shall be noted as Vacation Time. At no time will the Employee take more than two (2) consecutive weeks without prior consent of the Borough.
8. The Employee shall receive Life Insurance and Long Term Illness programs equivalent to the employees in the Department.
9. The Employee shall be entitled to Funeral Leave up to four (4) days in the event of death of a spouse, child, stepchild, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or great grandparent or other member of the Employee's family who resides in the Employee's home.
10. The Employee shall receive Paid Personal Days as follows: Three (3) paid Personal Days in the year 2007.
11. The Employer shall provide hospitalization, major medical, prescription and dental insurance coverage consistent with the full family program which currently exists, and a vision care plan consistent with the plan provided in the P.B.A. contract.
12. The Employee shall have the right to exempt himself of health benefits in lieu of an annual cash payment of one-half the premium cost to the Employer. However, once the Employee rejects coverage in lieu of cash payment, coverage cannot be reverted to include the Employee.
13. The Employer will permit the Employee to continue with the medical, prescription and dental programs upon retirement with the cost of such coverage(s) paid by the Employee.
14. Any work-incurred injury shall be governed by the appropriate State Statutes regarding workmen's compensation, disability and/or permanent disability.
15. A physical examination of Employee shall be provided by a licensed, medical doctor at the expense and discretion of the Employer. A stress test or examination will be included only with the approval of the Mayor and Council.
16. During the course of this Agreement the Chief shall perform his duties on the basis of a 5-2 work week. To the greatest extent possible the hours of service shall be assigned at such times as to create the least duplication of service between the Chief and the Captain.

17. Due to the nature of the position and responsibility of the Chief of Police, no overtime shall be paid for services performed beyond the normal work day or work week.
18. The Employee shall be entitled to fourteen (14) working days of time off without loss of pay in the event of illness which shall be noted as Sick Time.
- a. In the event of long-term illness or incapacitation of the Employee covered under this Agreement, such Employee shall be retained on the payroll at full salary for a continuous period of six (6) months (twenty-six [26] weeks) during the continuance of said illness or incapacitation.
 - b. After the expiration of the said six (6) month period, the Mayor and Council shall review the case on a basis for the purpose of deciding whether such sick leave benefits should be continued, discontinued or modified, or whether such Employee should be recommended for disability retirement.
19. As of December 2001, the Employee has reached the maximum of seventy (70) terminal leave days. Upon retirement, the Employee will be entitled to time off with full compensation and benefits commensurate with the total number of days (70) accumulated.

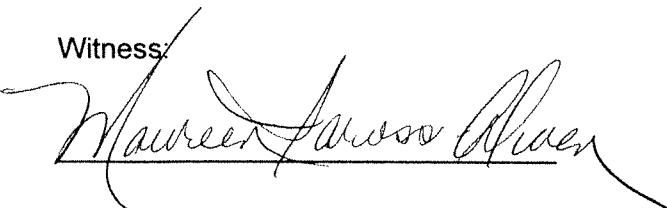
ATTEST:


Maureen Larossi-Alwan
Municipal Clerk

Borough of Montvale


George B. Zeller
Mayor

Witness:


Maureen Larossi-Alwan


Joseph Marigliani
Chief of Police

THIS AGREEMENT, made this 25th day of April , 2006 between the Borough of Montvale, a municipal corporation and body politic of the STATE OF NEW JERSEY, maintaining offices at 12 Mercedes Drive, Borough of Montvale, County of Bergen and State of New Jersey, hereinafter referred to as the "Borough" and Robert D. Gebhardt residing at 5 Henry Street, Park Ridge, New Jersey hereinafter referred to as the "Employee."

WITNESSETH

WHEREAS, the Borough is desirous of employing a person to serve in the position of Police Captain; and

WHEREAS, the Employee has agreed to serve in such capacity under certain terms and conditions; and

WHEREAS, the parties have reached a mutual agreement and are desirous of reducing such agreement in writing, and

WHEREAS, this agreement is for a three (3) year period commencing on January 1st, 2005 and continuing through December 31st, 2007, and

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid each unto the other, receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties hereto agree as follows:

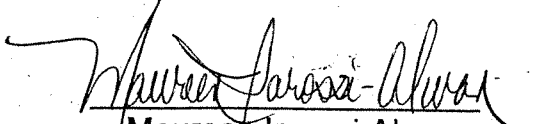
1. The Borough agrees to the employment of Robert D. Gebhardt in the position of Police Captain in and for the Borough of Montvale.
2. The Employee agrees to continue in such position as Police Captain under certain terms and conditions.
3. In retaining such position, the Employee agrees to perform all of the duties of Police Captain as the same may be from time to time assigned by the Borough through its Governing Body and by ordinance, as the same shall be amended and supplemented, which shall include but not be limited to, all statutory obligations and supervision of persons in the Police Department of the Borough. The office of Police Captain, for the purpose of this Agreement, shall be considered an executive position and as such the person holding such position shall be considered management personnel of the department.

4. The gross salary to be paid to the Employee for the faithful performance of all the terms within Agreement shall be \$116,967.00 for the period January 1, 2005 through January 31, 2005, \$121,483.00 for the period January 1, 2006 through December 31, 2006 and \$126,170.00 for the period January 1, 2007 through December 31, 2007, payable on the 15th and last day of every month as total compensation for the position including longevity and education and all other considerations unless otherwise specifically mentioned in this agreement. (see attached schedule)
5. It is agreed between the two parties that the Employee shall be entitled to thirteen (13) holidays. With the consent of the Chief, the Employee may work a holiday in exchange for a different day off. The Employee shall have the option of taking all thirteen days off or working six days at an additional straight rate of pay.
6. The Employee shall receive an annual clothing allowance of Eight Hundred Fifty dollars (\$850.00).
7. The Employee shall receive five (5) calendar workweeks, including Saturday and Sunday, of time off without loss of pay which shall be noted as Vacation Time. At no time will the Employee take more than two (2) consecutive weeks without prior consent of the Chief.
8. The Employee shall receive Life Insurance and Long Term Illness programs equivalent to the employees in the Department.
9. The Employee shall be entitled to Funeral Leave up to four (4) days in the event of death of spouse, child, stepchild, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or great-grandparent or other member of the Employee's family who resides in the Employee's home.
10. The Employee shall receive two (2) paid Personal days. Personal leave will be taken in full day complements, approved by the Chief.
11. The Employer shall provide hospitalization, major medical; prescription and dental insurance coverage consistent with the full family program, which currently exists, and a vision care plan consistent with the plan provided in the P.B.A. contract.
12. The Employee shall have the right to exempt himself of health benefits in lieu of an annual cash payment of one-half the premium cost to the Employer. However, once the Employee rejects coverage in lieu of cash payment, coverage cannot be reverted to include the Employee.

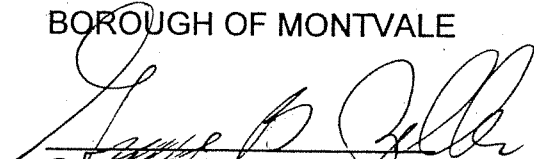
13. The Employer will permit the Employee to continue with the medical, prescription and dental programs upon retirement with the cost of such coverage(s) paid by the Employee.
14. Any work-incurred injury shall be governed by the appropriate State Statutes regarding workmen's compensation, disability and/or permanent disability.
15. A physical examination of Employee shall be provided by a licensed, medical doctor at the expense and discretion of the Employer. A stress test of examination will be included only with the approval of the mayor and Council.
16. During the course of this Agreement the Police Captain shall perform his duties on the basis of a 5 – 2 workweek. To the greatest extent possible the hours of service shall be assigned at such times as to create the least duplication of service time between the Chief and the Captain.
17. Due to the nature of the position and responsibility of the Police Captain, no overtime shall be paid for services performed. Outside detail where/when appropriate must be authorized by the Chief of Police.
18. The Employee shall be entitled to fourteen (14) working days of time off without the loss of pay in the event of illness, which shall be noted as sick time.
 - a. In the event of a long-term illness or incapacitation of the Employee covered under this Agreement, such Employee shall be retained on the payroll at full salary for a continuous period of six (6) months (twenty-six (26) weeks) during the continuance of said illness or incapacitation.
 - b. After the expiration of said six (6) month period, the Mayor and council shall review the case on a basis for the purpose of deciding whether such sick leave benefits should be continued, discontinued or modified, or whether such Employee should be recommended for disability retirement.
19. You shall be entitled to bank 70 Terminal Leave Sick days pursuant to the terms and conditions of the P.B.A. contract, upon retirement.

You shall continue your enrollment in the Police and Firemen's Retirement System, and your contribution to the pension system will continue to appear as a payroll deduction.

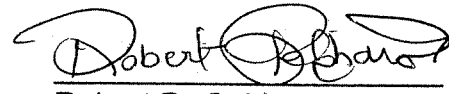
ATTEST:


Maureen Tarossi-Alwan
Municipal Clerk

BOROUGH OF MONTVALE


George B. Zeller
Mayor

WITNESS:


Robert D. Gebhardt
Police Captain

THIS AGREEMENT, made this 25th day of April, 2006 between the Borough of Montvale, a municipal corporation and body politic of the STATE OF NEW JERSEY, maintaining offices at Memorial Drive in the Borough of Montvale, County of Bergen and State of New Jersey, hereinafter referred to as the "Borough" and James J. Frederick residing at 138 Spring Valley Road, Park Ridge, New Jersey hereinafter referred to as the "Employee."

WITNESSETH

WHEREAS, the Borough is desirous of employing a person to serve in the position of Police Captain; and

WHEREAS, the Employee has agreed to serve in such capacity under certain terms and conditions; and

WHEREAS, the parties have reached a mutual agreement and are desirous of reducing such agreement in writing, and

WHEREAS, this agreement is for a three (3) year period commencing on January 1st, 2005 and continuing through December 31st, 2007, and

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid each unto the other, receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties hereto agree as follows:

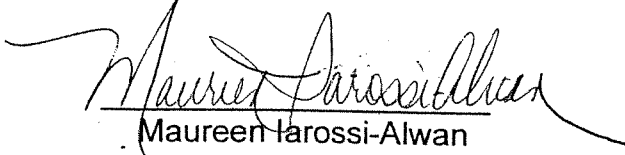
1. The Borough agrees to the employment of James J. Frederick in the position of Police Captain in and for the Borough of Montvale.
2. The Employee agrees to continue in such position as Police Captain under certain terms and conditions.
3. In retaining such position, the Employee agrees to perform all of the duties of Police Captain as the same may be from time to time assigned by the Borough through its Governing Body and by ordinance, as the same shall be amended and supplemented, which shall include but not be limited to, all statutory obligations and supervision of persons in the Police Department of the Borough. The office of Police Captain, for the purpose of this Agreement, shall be considered an executive position and as such the person holding such position shall be considered management personnel of the department.

4. The gross salary to be paid to the Employee for the faithful performance of all the terms within Agreement shall be \$116,967.00 for the period January 1, 2005 through January 31, 2005, \$121,483.00 for the period January 1, 2006 through December 31, 2006 and \$126,170.00 for the period January 1, 2007 through December 31, 2007, payable on the 15th and last day of every month as total compensation for the position including longevity and education and all other considerations unless otherwise specifically mentioned in this agreement. (see attached schedule)
5. It is agreed between the two parties that the Employee shall be entitled to thirteen (13) holidays. With the consent of the Chief, the Employee may work a holiday in exchange for a different day off. The Employee shall have the option of taking all thirteen days off or working six days at an additional straight rate of pay.
6. The Employee shall receive an annual clothing allowance of Eight Hundred Fifty dollars (\$850.00).
7. The Employee shall receive five (5) calendar workweeks, including Saturday and Sunday, of time off without loss of pay which shall be noted as Vacation Time. At no time will the Employee take more than two (2) consecutive weeks without prior consent of the Chief.
8. The Employee shall receive Life Insurance and Long Term Illness programs equivalent to the employees in the Department.
9. The Employee shall be entitled to Funeral Leave up to four (4) days in the event of death of spouse, child, stepchild, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or great-grandparent or other member of the Employee's family who resides in the Employee's home.
10. The Employee shall receive two (2) paid Personal days. Personal leave will be taken in full day complements, approved by the Chief.
11. The Employer shall provide hospitalization, major medical; prescription and dental insurance coverage consistent with the full family program, which currently exists, and a vision care plan consistent with the plan provided in the P.B.A. contract.
12. The Employee shall have the right to exempt himself of health benefits in lieu of an annual cash payment of one-half the premium cost to the Employer. However, once the Employee rejects coverage in lieu of cash payment, coverage cannot be reverted to include the Employee.

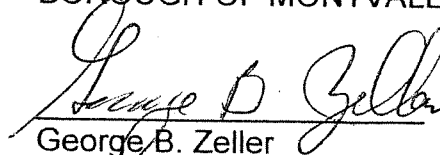
13. The Employer will permit the Employee to continue with the medical, prescription and dental programs upon retirement with the cost of such coverage(s) paid by the Employee.
14. Any work-incurred injury shall be governed by the appropriate State Statutes regarding workmen's compensation, disability and/or permanent disability.
15. A physical examination of Employee shall be provided by a licensed, medical doctor at the expense and discretion of the Employer. A stress test of examination will be included only with the approval of the mayor and Council.
16. During the course of this Agreement the Police Captain shall perform his duties on the basis of a 5 – 2 workweek. To the greatest extent possible the hours of service shall be assigned at such times as to create the least duplication of service time between the Chief and the Captain.
17. Due to the nature of the position and responsibility of the Police Captain, no overtime shall be paid for services performed. Outside detail where/when appropriate must be authorized by the Chief of Police.
18. The Employee shall be entitled to fourteen (14) working days of time off without the loss of pay in the event of illness, which shall be noted as sick time.
 - a. In the event of a long-term illness or incapacitation of the Employee covered under this Agreement, such Employee shall be retained on the payroll at full salary for a continuous period of six (6) months (twenty-six (26) weeks) during the continuance of said illness or incapacitation.
 - b. After the expiration of said six (6) month period, the Mayor and council shall review the case on a basis for the purpose of deciding whether such sick leave benefits should be continued, discontinued or modified, or whether such Employee should be recommended for disability retirement.
19. You shall be entitled to bank 70 Terminal Leave Sick days pursuant to the terms and conditions of the P.B.A. contract, upon retirement.

You shall continue your enrollment in the Police and Firemen's Retirement System, and your contribution to the pension system will continue to appear as a payroll deduction.

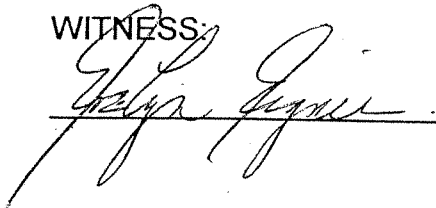
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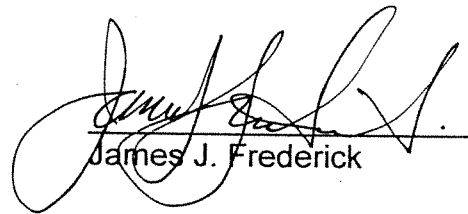

Maureen Larossi-Alwan
Municipal Clerk

BOROUGH OF MONTVALE


George B. Zeller
Mayor

WITNESS:




James J. Frederick