

3-0397
14-21
THIS AGREEMENT, made this 9th day of October

1984, by and between:

Montville Township
Township of Montville, a municipal corporation of the State of New Jersey and County of Morris with offices at Municipal Building, Montville, New Jersey

Hereinafter referred to as the "Employer"

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL NO. 140, N.J.P.B.A.

Hereinafter referred to as the "Association"

WITNESSETH

Whereas, pursuant to the Employer-Employee Relations Act, Chapter 303, Laws of 1968 of the State of New Jersey (hereinafter referred to as the "Act"), Local No. 140, N.J.P.B.A. has been selected as Representative by and for the Patrolmen for the purposes of collective negotiations. The Employer recognizes the Association and agrees as follows:

x January 1, 1984 - December 31, 1985

ARTICLE I - RECOGNITION

Local No, 140, N.J.P.B.A. shall be the sole and exclusive Representative of the bargaining unit through its designated officers. The bargaining unit covered by this Agreement shall include all patrolmen, and shall not include sergeants, lieutenants, captains, the Police Chief or the Deputy Chief of Police.

Local No. 140 N.J.P.B.A. covenants that all Patrolmen presently employed by Montville Township have consented to the Association acting as their representative and acknowledge that in reliance upon said covenant the Employer has not requested representation elections.

Except as specifically otherwise noted, the terms "Police Officer" and "Officer" as they appear throughout this Agreement shall include all police officers of the bargaining unit.

The negotiated Agreement shall apply only under conditions when members of the bargaining unit are engaged in the pursuit of their statutory duties, rules, regulations, policies and procedures of the Police Department in the service of the Employer. All such statutory duties, rules, regulations, policies and procedures presently in force and effect, except as specifically modified by this Agreement.

It is further agreed that implicit in the relationship between the Employer and the Association, no employee or applicant be discriminated against regardless of such individual's race, color, religion, sex, age or national origin in conformance with existing laws.

ARTICLE II - HOURS OF WORK

Section 1. The normal work week will commence at 12.01 a.m. on Sunday and end at 12:00 midnight the following Saturday.

Section 2. Regular hours of work shall consist of forty (40) hours within this work week with the specific work schedule for each officer to be determined by the Chief of Police, or his designated representative.

Section 3. Bank Day

Effective January 1, 1984, each employee shall be entitled to receive, ^{CST 285} in ~~1985~~, the difference in days off between these days worked by the employee's Squad and the minimum number of days worked by any Squad within the Department. Said payment shall be made, in time off or cash, in the immediately succeeding year provided notice is given by each employee prior to March 1 of the year in which the payment is to be made (eg., payment made in 1985 for time earned in 1984).

~~Bank days will be considered as vacation, the days will be added to the employee's vacation period for the succeeding year.~~ <sup>CST
KPS</sup>

Prior to utilizing a bank day, reasonable notice, not less than twenty-four (24) hours, shall be given to the Chief of Police or his designee.

ARTICLE III - OVERTIME

Section 1. On certain occasions Police Officers may be required to work overtime. The following rules will apply:

(a) Police officers shall be paid overtime at the rate of time and one-half for all hours or part thereof worked in excess of eight (8) per day or forty (40) per week. Police Officers will be compensated at the time and one-half rate for all court appearances in the line of duty, with the minimum of two (2) hours pay at said rate, be they criminal, Grand Jury, Juvenile Court, Municipal or Civil Court appearances, except that he shall receive no pay in cases involving disciplinary proceedings, whether instituted against him or fellow officers unless subpoenaed as a witness by the Township.

(b) When Police Officers, with the consent of the Chief of Police or his designated representative, voluntarily switch schedule with other officers such time worked shall not be considered as overtime compensation or call to duty. All outside police services worked shall not be considered as call to duty or overtime, and it shall also be at, straight time rates. Effective July 10, 1984, officers shall receive payment for outside work details at the rate of Two (\$2.00) Dollars above the officer's applicable hourly rate, with the exception of school related details which

would remain at the officer's straight time rate.

(c) A report From File will be provided at Police Headquarters for the purpose of logging all overtime in excess of forty (40) hours per week. Whenever a Police Officer shall work in excess of eight (8) hours in any work day or forty (40) hours in any work week and has been authorized to do so, any such excess hours shall be recorded on a Report Form as required by the Police Department Rules and Regulations for general orders.

(d) Payment for Court appearance shall be made only in instances where the Police Officer is off duty. Management will, at all times, attempt to schedule Police Officers for Court appearances when they are on duty.

(e) Police officers who are required to work on a day or days which are scheduled days off, shall be paid at the rate of time and one-half for all hours worked on said day, but only if said employee has not taken a sick day or a personal day during that work week.

Section 2. Compensation for all overtime shall be authorized by the Chief of Police or his designated representative.

Section 3. Overtime for Detectives shall be authorized by the Detective Division Commander and shall be computed in accordance with Section 1 above. In addition, Detectives shall receive a \$300.00 annual stand-by allowance, paid in quarterly amounts of \$75.00.

ARTICLE IV - VACATIONS

For the purposes of this Article, a year shall be considered as the calendar year commencing January 1 and ending December 31. The vacation schedule shall be made up by the Chief of Police or his designated representative. All full time Officers shall be granted vacation periods, subject to the following service factors:

A. Officers who have completed less than one year of service - One working day vacation for each month from the date of regular employment through December 31.

B. Officers who have completed one through five years of service - Twelve working days.

C. Officers who have completed five through ten years of service - Fifteen working days.

D. Officers who have completed ten through fourteen years of service - Eighteen working days.

E. Officers who have completed fifteen or more years of service - Twenty-one working days.

F. Officers who satisfy length of service requirements for additional vacation days shall be provided with the additional days during the year which the requirement is satisfied. This provision does not include officers in their first year of service.

G. One-half of an officers annual vacation entitlement may be carried over into the next calendar year, subject to the approval of the Chief of Police. All approved vacation leave which has been held over from the preceding year must be taken by April 15 of the immediately succeeding year, unless otherwise approved by the Chief of Police.

H. When a holiday falls within an employee's vacation period he shall be paid in accordance with Article V - Holidays, Sections 3 and 4 of this Agreement.

I. No more than five (5) days in any year can be used as "one day at a time" vacation days; any officer who has perfect attendance will receive one (1) additional vacation day.

ARTICLE V - HOLIDAYS

Section 1. Designated holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Christmas

Section 2. Officers shall be permitted three (3) personal days, at regular daily salary, during the course of the calendar year, in a non-cumulative basis. Personal days shall be granted for any personal reason, without explanation being required, provided that at least twenty-four (24) hours notice is given to the Police Chief or his designated representative and provided further that such request may be refused in the event of a manpower shortage. Personal days shall not be utilized to extend vacation periods or be taken on designated holidays.

That effective January 1, 1983, the number of personal leave days shall, for all those who have completed five (5) years in the Department, be increased to four (4) days annually.

That for new hires to the Department, hired on or after December 17, 1982, their first year of employment, two (2) days in their second year in the Department, three (3) days annually thereafter, until their fifth year in the Department, when they shall be entitled to four (4) days annually.

Section 3. In lieu of holidays, the Police Officers shall receive payment for twelve (12) days at their regular rate, pro-rated. This payment shall be made during the last week of November.

Section 4. In the event the Employer shall without negotiations, grant or unilaterally promulgate paid holidays in excess of those promulgated each year for Employees and such time shall equal or exceed three and one-half (3½) hours, the Police Officers will be granted additional compensation accordingly.

ARTICLE VI - MEAL PERIODS

Section 1. All officers shall be entitled to a meal break of one-half hour during each eight (8) hour tour of duty, unless an emergency exists which prevents granting it. Failure to take lunch break shall not entitle officer to claim overtime pay or compensatory time off.

ARTICLE VII - WAGES

SALARY GUIDE (PATROLMEN)

<u>PATROLMEN</u>	<u>1/1/84</u>	<u>7/1/84</u>	<u>1/1/85</u>	<u>7/1/85</u>
Step 1	\$14,175	\$14,575	\$15,300	\$15,903
Step 2	15,340	15,775	16,560	17,215
Step 3	17,170	17,655	18535	19,260
Step 4	20,000	20,560	21,575	22,455
Step 5	23,790	24,460	25,675	26,700
Step 6 (max.)	25,650	26,375	27,690	28,800

ARTICLE VIII - LONGEVITY

In addition to base pay, Officers shall be entitled to compensation for longevity of service based upon the anniversary date of employment in accordance with the following schedule:

1 thru 5 years - no additional compensation

6 thru 8 years - 2% of base pay

9 thru 12 years - 3% of base pay

13 thru 19 years - 4% of base pay

Over 20 years - 5% of base pay

For the purpose of payment only longevity shall be added to the base pay and paid together will regular salary but shall not be considered as a part of the base pay. Compensation for longevity shall be included for purposes of retirement contributions.

Longevity stipends shall apply to all benefits, i.e. holiday pay, vacation pay, overtime, sick leave, etc.

ARTICLE IX - UNIFORMS AND UNIFORM ALLOWANCE

Section 1. The Employer shall pay all officers a uniform allowance of \$450.00 annually, which sum shall be utilized for the purchase of uniforms and police related items such as flashlights, leather goods, etc. Officers shall be responsible for the purchase of uniforms with this allowance.

Section 2. The Employer shall provide replacements for any such foregoing uniforms or equipment as a result of tear or damage in the line of duty. The maintenance and care of such uniforms provided by the Employer shall be at the responsibility of the individual officer, however, \$125.00 of the \$450.00 provided in Section 1 above may be used for uniform maintenance without the need for invoices or receipts.

Section 3. All new regular officers shall be furnished with complete issue of uniforms and equipment, in lieu of the uniform allowance, during the first year of employment.

Section 4. All uniforms shall be inspected by the Police Chief or his designated representative to insure uniformity.

ARTICLE X - INSURANCE

Section 1. The Employer shall pay the premiums for members of the bargaining unit and their dependents covered under Blue Cross/Blue Shield, including Rider "J" coverage and Mayor Medical coverage.

Section 2. The Employer shall maintain the dental program currently in effect and pay the premiums for said dental plan, including orthodontic work.

Section 3. In the event the Employer shall without negotiations unilaterally promulgate new and/or improved insurance benefits to its other employees, the same shall be provided to Employees covered by this Agreement. If the Employer provides insurance benefits to any retired employees, the same will be provided to any Employees covered by this Agreement who have retired previously.

ARTICLE XI - EDUCATION

Section 1. All officers shall receive additional compensation in the sum of \$15.00 per credit per year upon completion of any college credits which constitute part of a degree program in Police Science for an Associates Degree while employed by the Police Department of Montville Township. For the purpose of this Article, courses related to police work shall mean the law enforcement curriculum of the college or university offering such programs or courses to the officer and shall be used as a guide for courses which qualify for payment of the aforementioned benefits. Upon completion of a bachelor's degree in a law enforcement curriculum, an Officer shall be entitled to additional compensation of \$15.00 per credit per year up to a maximum of 128 credits. Said compensation shall not exceed \$1,920.00 per year and shall begin with the year in which the degree is obtained.

Section 2. Payment for law enforcement college credits shall not be considered as part of base compensation and will be made only after an Officer has earned nine (9) credits in law enforcement program and/or has completed one (1) course in a law enforcement subject.

Section 3. However, Officers who have received compensation or any course in the past shall continue to receive compensation for those subjects.

Section 4. An Officer holding a degree in a course of study other than law enforcement program shall not be entitled to payment under this Article for any credits unless and until said completed courses are credited to him as "course related to police work" as provided herein.

Section 5. Any Officer attending Police School at the direction of the municipality shall be paid regular salary while in school. His work schedule for that week may be changed by the Chief of Police or his designated representative.

Section 6. Payment under the above provisions of this Article can only be realized after adoption of this budget in the following year.

Section 7. Officers hired after January 1, 1976, who have previously earned credits for courses eligible for compensation under Section 1 of this Article, shall receive additional compensation as provided in Section 1 and Section 4 after completing five (5) years of service in the Department. Payment under this section shall be made on the Officers anniversary date, provided such Officers notify the Chief of Police, in writing, or their anticipated payment by October 1st of the prior year.

For example: An Officer completes his fifth year of service in August (or any month) of 1983. The Officer, to be paid in 1983, must notify the Chief of Police prior to October 1, 1982, that he will complete his fifth year in 1983.

Section 8.

(a) Retiring Officers receiving payments under Section 7 will receive payment in the year of their retirement, on a pro rata basis, as determined by their anniversary date.

(b) All other retiring Officers shall receive payment on a calendar pro rata basis, determined by their date of retirement.

(c) Compensation to Officers pursuant to Sections 8 (a) and (b) of this Article shall be paid on the Officer's date of retirement provided written notice is submitted to the Township in accordance with Article XVI of the work contract. If notice is not

provided in accordance with Article XVI, payment may not be made to the Officer until the Officer's anniversary date or adoption of the budget in the year following, whichever is applicable.

Section 9.

(A) For employees hired after January 1, 1984, compensation for degrees in Police Science shall be at the following rates:

<u>Grade</u>	<u>Per Credit</u>
A	\$15.00
B	11.25
C	7.50

(B) All the Sections of this Article, except as modified in Subsection (A) above shall apply to such employees.

ARTICLE XII - ASSOCIATION ACTIVITIES

Section 1. It is agreed that one Association State P.B.A. delegate shall be entitled to attend one monthly meeting of the State P.B.A. for one (1) day without the loss of pay (provided the Officer is scheduled for work within the 24 hour period beginning 12:01 a.m. of the day on which the meeting is held) and provided further that the Officer shall not be required to report for duty during that 24 hour period.

Section 2. One (1) delegate and two (2) alternate delegates shall be given time off to attend the State P.B.A. convention in accordance with State statute N.J.S.A. 11:26 C-4.

In such cases, Employees who are permitted to attend the Annual State P.B.A. Convention will also receive the sum of \$150.00 each.

ARTICLE XIII - SICK LEAVE

Section 1.

A. Police Officers will be provided with fifteen (15) days of sick leave each contract year. Any days which are unused at the end of each contract year shall be accumulated.

B. Unused sick leave heretofore or hereafter shall be paid to the Officer at seventy-five (75) percent at time of honorable retirement, separation due to disability or illness, or to next of kin in the event of death. For the purposes of this computation of the Officer's annual salary shall be considered to be his average base salary for the three (3) years immediately prior to his honorable retirement, separation due to disability or illness or death.

Section 2.

A. A Police Officer who is disabled by injury incurred in the performance of his duty or by illness, as a direct result of, or arising out of his employment shall be granted a leave of absence with full pay provided that said disability or illness was a direct result of, or arising out of his employment and is certified as such by a physician designated by the town. The Chief of Police shall require evidence in the form of a physician certificate from said physician as to the original and continued disability of such Officer as a result of injuries sustained in the line of duty or illness as a direct result of, or arising out of his employment.

B. Any temporary disability payments from Workman's Compensation Insurance, received by the Employee, shall be credited toward the pay referred to above.

C. Any leave due to disability incurred in the performance of his duties will not be assessed against his sick time; vacation or personal days.

ARTICLE XIV - LEGAL AID

Section 1. The Township will provide legal aid to Police Officers in accordance with the provisions of N.J.S.A.

40A: 14-155.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. To provide for the expenditures and mutually satisfactory settlement of grievance arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1. An Officer with a grievance shall first present it in writing to the Deputy Chief of Police, if provided by ordinance, or the Chief of Police and thereafter discuss it with him at a meeting within seven (7) days thereafter, either directly or through the PBA's designated representative for resolving the matter informally. Said meeting shall not be public unless the parties agree in writing. The Chief of Police or Deputy Chief of Police, as case may be, shall render a final written decision within seven (7) days of the date of the meeting.

Step 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1 or if no written decision has been rendered with seven (7) days after the meeting on that grievance at Step 1, the matter may be referred by the PBA, through its designated representative, to the Township Administrator. A meeting on the grievance shall be held between the PBA and the Township Administrator, at which meeting the parties may be represented. Said meeting shall not be in public unless the parties so agree in writing. The Township Administrator shall render a final written decision within seven (7) days of the date of the meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of the grievance at Step 2 or if no written decision has been rendered within seven (7) days after the presentation of that grievance at Step 2, the matter may be referred by the PBA, through its designated representative to the Township Committee. A meeting on the grievance shall be held between the PBA and the Township Committee, at which meeting the parties may be represented. Said meeting shall not be in public unless the parties so agree in writing. The Township Committee shall render a final decision within seven (7) days of the date of the meeting.

Step 4. If the Officer remains aggrieved after the completion of the aforementioned procedures, the PBA may, within fifteen (15) days of receipt of the written decision of the Township Committee submit the grievance to arbitration.

The selection of an arbitrator shall be made by the parties from a panel of proposed arbitrator obtained from the New Jersey Mediation Service under its procedures and rules then pertaining.

The decision of the arbitrator shall be final and binding on the parties, with the cost of the arbitrator to be borne equally by the parties. All other expenses shall be borne by the parties themselves.

If the appeal to arbitration is not taken within the aforementioned time period, the decision rendered in Step 3 will be deemed final and binding.

Section 2. The time limit specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 3. A grievance must be presented at Step 1 within one (1) week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement.

Section 4. Any Employee may be represented at all stages of the Grievance Procedure by himself, or, at his option, by a representative selected or approved by the P.B.A. When an Employee is not represented by the P.B.A., the P.B.A. shall have the right to be present and state its views at all stages of the Grievance Procedure.

Section 5. It is understood that in matters of discipline any Employee who elects to proceed through arbitration shall be deemed to have waived his rights to proceed under Civil Service Law Rules, Regulations and Procedures.

ARTICLE XVI - RETIREMENT

Section 1. Any officer who intends to retire must give one year's advance notice of such intention in writing.

ARTICLE XVII - MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive management and administrative control of the Government and its properties and facilities, and the activities of its employees;

(b) To hire all new employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

(c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Section 2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Employer, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section 3. Nothing contained herein shall be construed to deny or restrict the Employer his rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws and ordinances.

ARTICLE XVIII - GENERAL

Any officer who is required to use his motor vehicle in the line of duty will be reimbursed at a rate of \$.22 per mile.

Meal expenses incurred in the performance of duties outside the Township shall be reimbursed at the rate of \$5.00 per day, based upon submission of a meal receipt by the employee.

ARTICLE XIX - BEREAVEMENT PAY

(a) Any Police Officer who sustains death in his immediate family shall be granted three (3) consecutive working days off without loss in pay, to be computed from either the date of death or the day of the funeral, at the option of the Officer, The Employer may request proof of death.

(b) Immediate family shall mean: parents, spouse, spouse's parents, grandparents, children, brother, sister or relative living within the member's household.

ARTICLE XX

It is understood and agreed by the parties hereto that the salary and compensation provisions contained herein are subject to the protest and referendum provisions of N.J.S.A. 40A: 9-165, et seq. and to the provisions of N.J.S.A. 40A: 4-57 and related statutory and administrative regulations concerning appropriation of funds and authorization of salaries.

ARTICLE XXI - SAVINGS CLAUSE

If any Federal or State legislation, governmental regulation, or Court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not invalidated shall remain in full force and effect and the parties shall enter into negotiations concerning the subject of any invalid provision in accordance with N.J.S.A 34:13A-3 et. seq.

ARTICLE XXII - ADDITIONAL PROVISIONS

1. Staff meetings - All personnel, uniform and detectives form Sergeants above, will attend staff meetings on their own time, not to exceed two per year when called by the Chief of Police. Notice for these meetings will be posted on the bulletin board at least five days prior to the meeting. Any excuse from the meeting will be at the discretion of the Chief of Police. These meeting are not to exceed two hours in length. They are to be held between the hours of 8:00a.m. and 12:00 noon.

2. Departmental meetings - All personnel, uniform and detectives, will attend departmental meetings on their own time when called by the Chief, not to exceed one per year. Notice for these meetings will be posted on the bulletin board at least five days prior to the meeting. Any excuses from the meeting will be at the discretion of the Chief of Police. These meetings are not to exceed two hours in length. They are to be held between the hours of 8:00 a.m. and 12:00 noon.

3. Yearly full dress inspection - All personnel, uniform and detectives will attend one yearly full dress inspection, to be conducted by the Chief of Police only. Personnel will attend said inspection on their own time. These inspections are to be held in a nonceremonial setting for the sole purpose of uniformity with no political affiliation. Notice for these meetings will be posted on the bulletin board at least five days prior to the meeting. Any excuses from the meeting will be at the sole discretion of the Chief of Police. This inspection is not to exceed one hour and will be held between the hours of 9:00 a.m. and 11:00 a.m.

4. Training - All personnel, uniform and detectives, will attend on their own time a minimum first aid course and CPR

course, which will be given by the Montville First Aid Squad and set upon a dual track basis, said course being approximately 16 hours. If a current holder of said first aid card and CPR card, this section does not apply.

ARTICLE XXIII - AGENCY SHOP

The Township of Montville shall conduct by payroll deduction a fair share fee for services rendered by the majority bargaining representative and the fair share fee for services rendered by the majority bargaining representatives shall be in an amount equal to the regular membership dues, less the cost of benefits financed through the dues and available only to the members of the majority bargaining representative, but in no event shall the fee exceed 85% of the regular membership dues.

The majority bargaining representative shall provide, sixty (60) days prior to January 1st and July 31st of each year, advance written notice to the Public Employment Relations Commission, the Township of Montville and to all employees within the unit, as shall be determined by a list of such employees and furnished by the Township of Montville, the information necessary to compute the fair share fee for services on the above formula.

Any change to the assessment by an Employee shall be filed in writing with the Public Employment Relations Commission, the Township of Montville and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefor. The burden of proof relating to the amount of the fair share fee shall be on the majority bargaining representative.

The Township of Montville shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement and any successive agreement so providing.

In the event the challenged is filed, the deduction for fair share fee shall be held in escrow by the Township of Montville pending a decision by the Public Employment Relations Commission pursuant to 43:13A-5.4 as amended. No fees shall be deducted for any employee sooner than a) the thirtieth (30th) day following the notice of the amount of the fair share fee; b) satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later; c) the tenth (10th) day following the beginning of employment for employees entering into work in the negotiation unit from re-employment lists; d) the date of satisfactory completion of the probationary period or the completion of a 3 month period following the beginning of employment; whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforesaid categories nor any employee in the employ of the Township of Montville at the time an agency shop agreement becomes affective shall be required to tender the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

The majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 3 of this Act. Said procedure shall consist of an appeal of the individuals assessment to the Board of Trustees of the Policemen's Benevolent Association,

Local 140, N.J.P.B.A. a meeting to be scheduled no later than thirty (30) days from the date of notice of the challenge of the assessment. Upon receipt of the challenge, notice of the challenge and a hearing date shall be given to the Township of Montville and the challenging employee by the majority bargaining representative and shall be posted conspicuously at work sites of the Township of Montville to allow all interested employees to participate. The hearing shall be open to all interested parties and the determination of the Board of The Policemen's Benevolent Association, Local 140, N.J.P.B.A. shall be made in writing with copies to the Township of Montville and the challenging employee. Any challenging employee who disagrees with the determination of the Board of Trustees of the Policemen's Benevolent Association, Local 140 N.J.P.B.A. shall have the right, within twenty (20) days of said notice of determination, to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

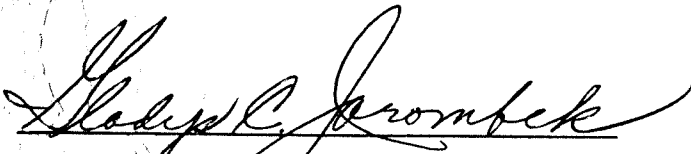
ARTICLE XXIV - DURATION

This Contract shall become effective at 12:01 a.m., January 1, 1984 and shall continue in full force and effect until Midnight, December 31, 1985.

The parties shall begin negotiating for a new Agreement at least sixty (60) days prior to the expiration of this Agreement upon written notice by either party to the other.

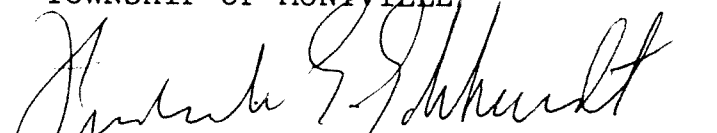
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:



ATTEST:

TOWNSHIP OF MONTVILLE



THE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 140
N.J.P.B.A.

