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THIS DOES NOT  
CIRCULATE

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THIS AGREEMENT, Made this 2<sup>nd</sup> day of Dec. , 1976,  
by and between:  
1976-1977

TOWNSHIP OF MONTVILLE, a municipal corporation  
~~of the State of New Jersey and County of Morris~~  
with offices at Municipal Building, Montville, N. J.

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"

LIBRARY  
Institute of Management and  
Labor Relations  
OCT 18 1979  
RUTGERS UNIVERSITY

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"), the aforesaid Association  
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:

ARTICLE I - RECOGNITION

The Association shall be the sole and exclusive Repre-  
sentative of the bargaining unit through its designated Officers.  
The bargaining unit covered by this Agreement shall not include  
sergeants, lieutenants, captains, the Police Chief, or the Deputy  
Chief of Police.

The Association covenants that all Patrolmen presently  
employed by Montville Township have consented to the Association  
acting as their representative and acknowledges that in reliance  
upon said covenant the Employer has not requested a representa-  
tion election.

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 hereafter adopted shall  
continue in full 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

The normal work week shall commence at 12:01 a.m. on Sunday and end at 12:00 Midnight the following Saturday.

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.

#### ARTICLE III - OVERTIME

##### Section 1.

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

(a) The Employer will pay straight time rates pro rated for each hour or part thereof, for all hours or part thereof worked in excess of eight (8) hours per day.

(b) The Employer will pay straight time rates for all Out-of-Township Court Appearances in criminal cases, including Grand Jury and Juvenile Court. Officers shall also be paid at straight time rates in civil cases in which the Township or Officer is a party, 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.

(c) Police Officers shall be paid straight time for all hours required for Municipal Court appearances with a minimum guarantee of two (2) hours at straight time rates for each appearance.

(d) Payment for Court appearances shall be made only in instances where the Police Officer is off duty.

(e) Any Police Officer who is called to the police station for duty after completion of his regularly scheduled shift, and prior to the start of his next regularly scheduled shift, shall be paid at the applicable rates with a minimum guarantee of two (2) hours pay.

(f) When Police Officers, with consent of the Chief of Police or his designated representative, voluntarily switch schedules 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.

(g) Commencing January 1, 1977, overtime at the rate of time and one-half (1 1/2X) shall be paid for all hours or part thereof worked in excess of ten (10) per day or fifty (50) per week except those hours worked under paragraphs (b), (c), (d), or (f) of Article III, Section 1.

(h) Commencing January 1, 1977, employees 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 (1 1/2X) 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.

(i) A report Form 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 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.

#### 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 payable quarterly as follows: \$150.00 per quarter.

In the event total overtime worked exceeds the remuneration of \$600. annually, the Detective shall be paid for such overtime up to a maximum of \$1,000. annually. Computation of the overtime rate for Detectives shall be in accordance with Section 1 above.

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 31st.

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 fifteen years of service - Eighteen working days.

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

F. Vacations shall be taken during the calendar year and will not be considered cumulative. If for valid reason by virtue of work pressures the annual vacation or part thereof cannot be granted, or taken, at the request of the Officer this requirement may be waived for a period of up to one year only

after January 1 of the following calendar year on the recommendation of the Chief of Police. In no event shall vacation time be cumulative beyond the year next following the year such time would have been granted. For any vacation granted under this waiver, the rate of vacation pay shall be the same as that rate prevailing during the calendar year the vacation was due.

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

#### ARTICLE V - HOLIDAYS

##### Section 1.

Designated holidays: The following days have been designated as holidays: As promulgated by the Township Committee each year.

##### Section 2.

Officers shall be permitted three (3) personal days at regular daily salary, during the course of the calendar year on 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.

##### 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 in November.

##### Section 4.

In the event the Employer shall declare, grant or create paid holidays in excess of those promulgated each year for Employees and such time off shall equal or exceed three and



one-half (3 1/2) hours, Police Officers shall be granted additional compensation accordingly, without need for further negotiations.

ARTICLE VI - MEAL PERIODS

Section 1.

All officers shall be entitled to a meal break of one-half hour during each eight 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

Each Employee covered by this Agreement will receive a lump sum compensation of \$200, effective immediately, which shall become a part of the Employees' base salary.

Effective April 1, 1976, each Employee covered by this Agreement shall receive an increase at the rate of six and one-half (6 1/2) percent of his base salary which became effective on January 1, 1975.

Effective January 1, 1977, each Employee shall receive an increase effective January 1, 1977 of five and one-half (5 1/2) percent.

Thus, the following rates of pay shall be annual base salaries:

	<u>1975</u>	<u>1976</u>	<u>1977</u>
Step 1	\$10,000	\$10,688	\$11,276
Step 2	12,028	12,814	13,519
Step 3	12,716	13,536	14,280
Step 4	13,403	14,256	15,040
Step 5	14,090	14,977	15,801

ARTICLE VIII - LONGEVITY

Commencing January 1, 1976, in addition to base pay, Employees 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

6th year - 1% of base pay

7th year - 1 1/2% of base pay

8th thru 14th year - 2% of base pay

15th year and thereafter - 3% of base pay

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

ARTICLE IX - UNIFORMS AND UNIFORM ALLOWANCE

Section 1.

The Employer shall pay all Officers a uniform allowance of \$300. per year, 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 the responsibility of the individual officers.

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 Major Medical coverage.

Section 2.

In the event the Employer shall provide new and/or improved insurance benefits to its other Employees, the same shall be provided to Employees covered by this Agreement without need for further negotiations.

ARTICLE XI - EDUCATION

Section 1.

All Officers shall receive additional compensation in the sum of \$15.00 per credit per year up to a maximum of \$1,005.00 per year (except as provided in Section 5) upon completion of any college credits relating to police work earned while employed by the Police Department of Montville Township. However Officers who have received compensation for any courses in the past shall continue to receive compensation for those courses. For the purpose of this Article, courses relating 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 under the aforementioned benefits.

Section 2.

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.

Section 3.

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 a law enforcement program and/or has completed one (1) course in a law enforcement subject.

Section 4.

An Officer, upon receiving a degree in a law enforcement program, shall receive \$15.00 per credit per year for each completed credit in the program for non-police related courses up to the \$1,005.00 maximum as specified in Section 1 of this Article.

Section 5.

Upon the 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 or \$1,920.00, beginning with the year in which the degree is obtained.

Section 6.

In no instance shall any Officer be compensated for more than 128 credits (bachelor's degree).

Section 7.

An Officer holding a degree in a course of study other than a 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 "courses related to police work" as provided herein.

Section 8.

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

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 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 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 permitted to attend the annual State P.B.A. Convention without loss of pay for a maximum of four (4) days each provided the Convention is for the purpose of promoting public safety.

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 earned heretofore or hereafter shall be paid to the officer at fifty (50%) 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 the officer's annual salary shall be considered to be his average base annual salary for the three (3) years immediately prior to his honorable retirement separation due to disability or illness or death.

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 expeditious and mutually satisfactory settlement of grievances 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 five (5) 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 so agree in writing. The Chief of Police or Deputy Chief of Police, as the case may be, shall render a final written decision within five (5) 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 within 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

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 - MANAGEMENT RIGHTS

Section 1.

The Employer hereby retains and reserves unto itself, without limitation, 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 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 judgment 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.

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 written 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 P.B.A. 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 arbitrators obtained from New Jersey State Mediation Service under its procedures and rules then pertaining.

The decision of the arbitrator shall be final and binding on the parties, with costs 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

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 or ordinances.

ARTICLE XVII - GENERAL

Any Officer who is required to use his motor vehicle in the line of duty will be reimbursed at a rate of \$.12 per mile. Meal expenses incurred in the performance of duties outside of the Township shall be reimbursed at the rate of \$2.00 per day, subject to prior approval.

ARTICLE XVIII - BEREAVEMENT PAY

(a) Any Police Officer who sustains a death in his immediate family shall be granted three (3) days off without loss in pay. The Employer may request proof of death.

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

ARTICLE XIX

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. 40 A:4-57 and related statutory and administrative regulations concerning appropriation of funds and authorization of salaries.

ARTICLE XX - DURATION

This Contract shall become effective at 12:01 a.m., January 1, 1976 and shall continue in full force and effect until Midnight, December 31, 1977.

The parties shall begin negotiations for a new Agreement not more than 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.

TOWNSHIP OF MONTVILLE

BY

*Frederick E. Edwards*

ATTEST:

*Shirley C. Jacobek*

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

BY

*Robert E. M. Lacey* President

ATTEST:

*Lawrence M. King*