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Montclair, Town of
and
PBA, Local 53

< 1982 P.B.A. CONTRACT
(Essex County)

X January 1, 1982 - December 31, 1982

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PREAMBLE

This Agreement, made this _____ day of _____ 1982, between the Township of Montclair, in the County of Essex, New Jersey, hereinafter referred to as the "Township" or "Employer" and Montclair Policeman's Benevolent Association, Local No. 53, hereinafter referred to as "P.B.A.," is designated to maintain and promote an harmonious relationship between the Township of Montclair and such of its employees who are within the provisions of this Agreement in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

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

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

Section 3. This Agreement shall be binding upon the parties hereto, and their successors, for the years 1982 and 1983.

ARTICLE II
ASSOCIATION SECURITY

Section 1. All employees covered by this Agreement who are members of the P.B.A. at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the P.B.A. for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the P.B.A. Any member may resign from the P.B.A. effective January 1 or July 1, in accordance with the noted requirements of N.J.S.A. 52:14-14.9e. In the event the member fails to notify the Township prior to January 1, or July 1, of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the P.B.A. in writing and a copy thereof furnished to the Township of Montclair.

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

Section 3. Agency Shop Any employee, covered by this Agreement, who is not a member of the P.B.A., shall authorize the Employer (pursuant to Section 2 above) to deduct 80% of the P.B.A.'s dues from his salary, twice each month. The Employer shall forward such sums to the appropriate P.B.A. officer.

ARTICLE III

UNION BUSINESS LEAVE

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

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

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

Section 4. The Employer shall grant time off without loss of pay to the President of the P.B.A. and the Legislative Delegate to the New Jersey State P.B.A. or their designees to conduct P.B.A. business and to attend State P.B.A. business functions which require their attendance. The Employer further agrees that the said officials shall be granted time off without loss of pay or compensatory time to attend, in an official capacity as representatives of the P.B.A., funerals for police officers who have given their lives in the course of their duties as police officers provided that such attendance does not diminish the effectiveness of the Department or require the recall of off-duty personnel.

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

ARTICLE IV

MANAGEMENT PREROGATIVES

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

ARTICLE V
BULLETIN BOARDS, PBA VISITATION
AND USE OF ROOM

Section 1. Subject to prior approval of the Manager which approval shall not be unreasonably withheld, the Township shall permit the P.B.A. through its President or his designees, reasonable use of Bulletin Boards in police headquarters and the Special Services Bureau for the posting of notices concerning P.B.A. business and activities affecting the welfare of P.B.A. members, excluding political advertisements and notices.

Section 2. An Officer, Bargaining Representative and/or Counsel for the P.B.A. or P.B.A.'s designee may enter the Police Department at reasonable times during working hours for the purpose of investigating facts relating to employee grievances or other matters relating to the operation of this Agreement. An employee-grievant may be released from his duty in order to confer with such representative(s) of the P.B.A., subject to the reasonable scheduling demands of the Employer.

Section 3. Where possible, the Township shall provide a room for use by the PBA with the understanding that the use of such room may be terminated if it is needed for Township use.

ARTICLE VI

VACATIONS

Section 1. The Manager shall grant annual vacations with pay in accordance with the schedule annexed hereto.

Section 2. The Employer shall give each employee the opportunity to utilize his annual vacation leave between the months of June and September, provided it does not unduly interfere with the operation of the Department. In the event the PBA disagrees with the Chief's determination, this matter, after consultation with the Chief, shall be submitted to the Township Manager for response. The Township Manager will have seven days in which to respond, and, if the PBA still disagrees with the response, Robert L. Mitrani will be appointed to arbitrate. The arbitrator must issue either a table decision or take, at most, one day in which to issue a decision. The arbitrator's fee will be limited to one day only.

Each calendar year, the Chief of Police shall post, on February 1st, a sign-up list for selection of vacation, which shall be fully completed by April 1st. Each Officer, in order of seniority shall be given four work days to select his preference for vacation leave. Failure to make a selection with the time given shall result in such Officer losing his turn until the next most senior Officer makes his selection.

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

ARTICLE VII

LONGEVITY

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

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of five (5) years	2% of base salary
Upon completion of ten (10) years	4% of base salary
Upon completion of fifteen (15) years	6% of base salary
Upon completion of twenty (20) years	8% of base salary
Upon completion of twenty-five (25) years	10% of base salary

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

Longevity shall be included as base pay for officers who have completed 23 years of continuous service with the Township of Montclair.

ARTICLE VIII

DEATH IN FAMILY

Section 1. The Employer agrees that each employee covered by this Agreement shall be granted bereavement leave with pay for five (5) consecutive work days beginning with the day following the date of death of an employee's spouse, child, brother, sister, mother, father or grandparent; leave for three (3) consecutive work days shall be granted on the death of a stepmother, stepfather, mother-in-law, father-in-law, or any person making his home with the employee's family to such a degree as to cause him (her) to be considered or regarded as a member of the family. In the event of the death of any employee's relative of a more remote degree, viz: uncle, aunt, nephew, neice or cousin, a special leave of one day may be granted upon proper application to the Chief of Police. In no event shall any employee hereunder be required to return to work prior to interment of the deceased relative provided such interment is not delayed beyond a reasonable time, nor shall such officer suffer any loss of pay.

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

ARTICLE IX

HOLIDAYS

Section 1. Every officer covered by this agreement shall receive fourteen (14) paid holidays each calendar year in addition to wages. Seven (7) of the foregoing fourteen (14) holidays shall be paid by separate check in cash on the first Monday of December at the officer's daily rate. The remaining seven (7) holidays shall be payable in time off and in lieu of cash payment. These days may be accumulated and carried over into the subsequent contract year in the event the Township refuses to grant said days when requested. The parties hereto shall make every effort to cooperate in order that those days will be scheduled during the course of the year. However, the employer shall not dispense any of these days of any accumulated time owed unless specifically asked by the employee.

Section 2. In the event the employer shall declare, grant or create paid holidays in excess of fourteen (14), such additional holiday or holidays shall be given to the officers in additional time off in lieu of cash payment.

Section 3. Holiday pay shall be treated as base pay for the purpose of pension contributions for officers who have completed twenty-three (23) years of continuous service with the Township of Montclair.

ARTICLE X

INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage (14-20), including Rider "J" for all employees and their dependants as defined under the respective policies of insurance. The Employer also agrees to provide at no cost to the employee, major medical insurance to all employees and their dependants.

Section 2. The Employer agrees to provide at no cost to the employee, group life insurance coverage with death benefits of \$11,000. per man.

Section 3. The Employer agrees to provide dental insurance in accordance with the proposal of Pension Life Insurance Company attached hereto and made a part hereof. The cost of such coverage for each employee and his dependants shall be paid in full by the Employer.

Section 4. The Employer shall present each presently employed Officer with a Summary Plan Description explaining his insurance benefits, consistent with the requirements of the Employee Retirement Income Security Act, as detailed in Labor Department Regulations.

Section 5. The Township shall provide short term disability insurance to Employees covered by this agreement provided by Life Insurance Company of North America which will provide disability benefits equal to $66 - \frac{2}{3}$ of a disabled employees basic weekly earnings but not to exceed \$133.00 with an exclusion period of 7 days.

ARTICLE XI

CLOTHING AND EQUIPMENT
MAINTENANCE ALLOWANCE

Section 1. All employees of the department covered by this Agreement shall be entitled to an annual clothing allowance of Four Hundred and Thirty-Five Dollars (\$435.00) for the year 1982 and Four Hundred and Eighty-Five Dollars (\$485.00) for the year 1983 payable in two (2) equal installments each year, the first on May 1 and the second on November 1. Employees who retire from the department shall be entitled to a prorated clothing allowance to the date of retirement or to the date of commencement of terminal leave, whichever date is earlier. Employees who are honorably separated from the department shall be entitled to a prorated clothing allowance to the date of such separation for the year in which such separation occurs.

All new probationary officers shall be provided with a full set of uniforms at no cost to the officer.

Section 2. Any uniform damaged in the line of duty, which is not repairable will be replaced by the employer, provided that the Chief determines that such uniform is not repairable, and provided further that such uniform was not yet ready for replacement through normal wear and tear.

Any personal items of any officer, damaged in the line of duty, shall be replaced or repaired, as the case may be, at the discretion of the Chief, by the Employer, without limitation as to the cost, except that there shall be a limitation of cost of \$50.00 for wrist watches and a limitation of cost of \$100.00 for eye glasses.

The Employer agrees to pay for such replacement or repair within thirty (30) days from date of reported loss.

Section 3. In the event the Employer orders a change in the standard uniforms or equipment to be worn by some or all officers, the Employer shall issue such new item or items to all officers and such item or items shall become part of the standard issue to new officers.

Section 4. Employer shall provide shoulder patches for each officer at Employer's own expense.

ARTICLE XII

LEGAL ACTIONS AGAINST POLICE OFFICERS

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

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

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

ARTICLE XIII

WAGES

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

Section 2. Wages, and all increments, bonuses or differentials thereto, shall be paid on alternate Mondays.

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

Section 3. Work Week and Day

a. The regular work week shall be forty (40) hours, consisting of five (5) consecutive days in any week, except as modified by established past practice.

b. The work day shall consist of eight (8) consecutive hours in any one (1) day of the work week, except as modified by established past practice. As part of the eight (8) hour work day, each officer shall have 30 minutes for meals but will be available for emergency calls during that time.

Section 4. Overtime

a. In the event an officer is directed by a superior or reasonably required by circumstances to continue working after the completion of the eighth consecutive hour of his regularly scheduled tour of duty, any such work shall constitute overtime work which shall be compensated for in compensatory time, at the

rate of one and one-half hours for each overtime hour worked, with a minimum guarantee of one hour compensatory. The first fifteen (15) minutes worked will not be compensable but will be compensable at time and a half if the officer works in excess of fifteen (15) minutes.

b.(1) Any officer, who is required to or receives a request to return to work after the completion of his regularly scheduled shift and before the beginning of his next regularly scheduled shift, shall be compensated for such call-in overtime work at the premium rate of one and one-half (1½) times his regular hourly rate of pay. "Work", for purposes of this subparagraph, shall mean regular police duty work and training.

(2) Any officer, who is required or subpoenaed to appear before any Grand Jury, Juvenile Court or other Court or hearing at a time other than his regular scheduled work shift, shall be compensated at the premium rate of one and one-half (1½) times his regular hourly rate for all such hours.

(3) Any officer, who is required to appear at a Municipal Court, at a time other than his regularly scheduled work shift, will be compensated time and one half his regular hourly rate for all such hours, in compensatory time.

Section 5.

a. Officers entitled to overtime pay under this Article shall be compensated in "compensatory time off," with the exception of payments made pursuant to Section 4(b)(1). The taking of compensatory time shall be as follows:

(1) Each officer may take 7 days per year provided

he takes no more than 1 day at a time and has given at least 14 days written notice to the Chief, stating the day he wishes to take.

(2) Time off days may be taken only by one man per shift at a time on a first come first served basis.

(3) The option to take 7 days per year in accordance with this section will not be available during the months of June, July, August and September.

(4) Any officer working the shift for another officer utilizing a time off day will be paid at time and one half provided such work constitutes overtime for that officer.

(5) If the position of the officer requesting time off pursuant to this section is not filled on a volunteer basis within 3 days of the date of utilization the requesting officer will not be permitted to take off that date.

b. Beginning January 1, 1979 a separate record of all new overtime accrual shall be made. Once an officer accrues 200 or more hours of compensatory time (after the hours have been multiplied by 1.5 where applicable), such officer shall receive cash payment for all overtime hours until such time as his accrual of overtime is reduced below 200 hours. Once an officer has accumulated 100 hours of compensatory time he may be directed by the Chief of Police to use such time by taking a number of hours designated by the Chief of Police within ninety (90) days from notice of such direction. The number of hours so directed to be taken must be in multiples of 8 and may not exceed 10% of the accumulated number of hours for the officer. The officer may not use such hours for leave on Christmas Eve, Christmas

Day, New Year's Day, New Year's Eve or July 4th. If the Chief of Police directs that hours be taken as aforesaid and the officer does not do so, the number of days so directed shall be added to the officer's base number of 200 hours for which he may receive cash payment for overtime.

Section 6.

The provisions of Section 3 and 4 of this Article shall not apply to officers who voluntarily switch shifts or who voluntarily remain on shift to cover for an officer reporting to work late.

Section 7.

Officers attending college shall be given every consideration reasonably possible in scheduling of shifts to accommodate attendance at school.

Section 8. Early Release While on Night Shift

For all officers working a multi-shift, rotating schedule, of which one of the shifts is from 12 midnight to 8 a.m. the officer shall be released from duty at 4 a.m. on the last tour of duty prior to rotation to another shift without loss in pay, provided that the Watch Commander reasonably finds that remaining coverage is sufficient and that no emergency exists. Officers may not leave if Watch Commander requires him to remain, however, such officer will receive four hours of compensatory time. Officers who may not leave area because the Watch Commander requires them to remain will receive four hours compensatory time.

Section 9. Outside Work

Whenever a request for coverage by Officers is made by citizens or governmental agencies, and such work is deemed to be

outside the normal police function and to be paid by the requesting party, then the following shall apply:

(a) A list for volunteers shall be first posted at the first change of shift from day to evening shift (4 p.m.) following receipt of the request;

(b) All officers who wish to perform such work must personally sign such sign-up list; and

(c) Whenever reasonably possible, all officers wishing to perform this type of work shall be given an equal opportunity at obtaining it and in the event more than the necessary number of officers sign up, those excluded shall be given a preference for subsequent job offers.

None of the above shall apply in the event an emergency request is made.

(d) A private employer may request an officer/officers of the employer's choice provided said officer/officers be available for the assignment and provided further that notice of said private employment is posted on the bulletin board.

Section 10. College Credits

(a) Officers who have received a Bachelor's Degree by January 1, 1982 shall receive, in addition to regular wages, \$500.00 to be paid by separate check in the first pay period of June. Officers who have received a Bachelor's Degree by January 1, 1983 shall receive, in addition to regular wages, \$600.00 to be paid by separate check in the first pay period of June.

(b) Officers who have received an Associate Degree in Police Science by January 1, 1982 shall receive, in addition to regular annual wages, \$300.00 to be paid by separate check in the first pay period in June. Officers who have received an Associate Degree in Police Science by January 1, 1983 shall receive, in addition to regular annual wages, \$400.00 to be paid by separate check in the first pay period of June.

ARTICLE XIV

SICK LEAVE

Section 1.

(a) All officers covered by this Agreement shall receive fifteen (15) days of sick leave each calendar year to be used for non-occupational injury or illness.

(b) On December 31st of each year, any unused sick leave for the year shall be accumulated at the following rates:

First ten (10) years (including Probationary year) 50%
All other years of service after first ten (10) 100%

In the first week of January of each new year, or as soon thereafter as practicable, the Employer shall provide each officer with a written statement of account as to the number of sick leave days used in the previous year and the balance of sick leave days accumulated to date. No accumulation shall be permitted by a probationary patrolman who is not appointed a regular member of the Department.

(c) Unused accumulated sick leave shall be paid to the officer or his estate, heirs or next-of-kin at time of the officer's separation of employment due to illness, disability, retirement or death. The total accumulation of unused sick leave shall not, in any event, exceed:

Officers whose employment commenced prior to 1/1/63 225 days
Officers whose employment commenced on or after 1/1/63 130 days

Section 2. Officers who are injured or become ill due to job connected reasons, shall suffer no loss of pay nor shall sick leave be charged against them until such officer begins to receive disability retirement or six months have passed from the date of the officer's injury or illness, whichever is earlier.

ARTICLE XV

DISCHARGE OR SUSPENSION

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

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

ARTICLE XVI

GRIEVANCE PROCEDURE

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

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

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

Step 1. The president of the PBA or his duly authorized and designated representative shall present the grievance in writing and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance in writing within five (5) days.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing to the Township Manager within three work days of receipt of the Chief's written decision. The Township Manager shall meet with the PBA's representative for the purpose of discussing the grievance with seven (7) days of presentation of the written grievance. The Township Manager shall answer the grievance in writing within seven (7) days after meeting with the representatives of the PBA.

Step 3. If the grievance has not been settled to the satisfaction of the parties at Step 2 of the Grievance Procedure, the PBA may demand arbitration of the grievance in accordance with Article XVI, "ARBITRATION" hereinafter set forth. In the event the agents of the Township of Montclair fail to respond in writing within the times provided above, the grievance shall move to the next step.

ARTICLE XVII

ARBITRATION

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

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

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

Section 4. The decisions of the Arbitrator shall be final and binding on the PBA and the Employer.

Section 5. The costs of the services of the Arbitrator shall be borne equally by the Employer and the PBA.

ARTICLE XVIII

ACCESS TO PERSONNEL FILES;
ACCESS TO TEST INFORMATION

Section 1. The Employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least once during each calendar year upon reasonable advance request by the employee. Such inspection(s) shall be noted in the employee's file. The inspection shall take place in a private place provided by the Employer at reasonable hours during the day. The employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the employee may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings or information contained in his personnel file. Whenever a new item is placed into his personnel file, the employee shall be notified and given the opportunity to review the document, as evidenced by his signature and date. If the employee elects, he may respond to the document in writing within five (5) calendar days and this writing shall be filed with the new document in his personnel file.

Section 2. Whenever a promotional examination or procedure is given in the department, the following procedures shall take place:

- (a) prior to giving an examination, the Employer shall inform the PBA about the nature of the

- exam and the composition of the test;
- (b) the Employer shall give due consideration to the objections, comments and suggestions of the PBA with regard to the testing procedure;
 - (c) failure to comply with (a) and (b), above, shall render the examination null and void;
 - (d) after the examination, every officer taking the exam shall have the right to see his own test score or rating and shall have the right to know how he did on each part of the exam or rating relative to the others who received the promotion.

ARTICLE XIX

SENIORITY

Section 1. Purpose

(a) "Seniority" shall mean an officer's length of continuous service with the Employer, including any service which must be credited under applicable state law. "Continuous service" shall not be broken by time lost due to authorized leave of absence or absence for a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the police surgeon.

(b) Employees hereunder shall be governed by seniority for purposes of lay-off and recall, scheduling of vacations and any other conditions of employment which by custom and usage in labor relations are so governed by seniority.

Section 2. Layoffs

(a) In the event of lay-off, seniority shall be as follows:

First: by rank; and

Second: by department.

(b) When a lay-off occurs, the least senior officer in the classification affected shall be laid off first. In the event such officer is more senior than one or more officers in a different classification, he shall be permitted to bump the least senior officer in such different classification.

(c) So long as one or more officers are on a lay-off status, the Employer shall not:

- 1) hire any other officers on either a temporary or permanent basis, or
- 2) direct any other employees outside of the recognized bargaining unit to perform bargaining unit work except in the case of emergency other than emergency created by the Employer laying off officers. For purposes of this Section, "Emergency" means a sudden, urgent, unforeseen occurrence or occasion requiring immediate action, such as in the case of fire or serious car accident.

Section 3. Recall

(a) Officers on lay-off status shall be recalled in the inverse order of layoff.

(b) In the event of recall, the Employer shall serve written notice, by registered mail, return receipt requested (addressee only), upon the PBA and the officer affected, directing such officer to report back to work within five (5) work days after receipt.

Section 4.

Seniority shall be broken only under the following circumstances:

- (a) Voluntary termination,
- (b) Termination for justifiable cause, or
- (c) Failure to report back to work within five (5) work days after receipt of notification of recall.

ARTICLE XX

ASSOCIATION RIGHTS

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

ARTICLE XXI
BILL OF RIGHTS

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

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

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

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

(c) The questioning shall be reasonable in length. He should be allowed to have a PBA representative present if he so desires. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and

rest periods as are reasonably necessary.

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

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

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

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

ARTICLE XXII

DISCRIMINATION AND COERCION

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

ARTICLE XXIII

MUTUAL AID

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

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

ARTICLE XXIV

EQUIPMENT AND UNIFORMS

Section 1. The Employer agrees to maintain a notable distinction between those uniforms worn by deputy and special police and those worn by regular members of the force.

Section 2. At the request of either the Employer or the PBA, a committee will be formed to assist and if needed, advise the Chief in the selection of new equipment.

Section 3. At the earliest possible convenience the Employer shall have installed in all marked radio cars shotguns and screens for the protection of the employees assigned to them. Cars will not be put into service without these items except in case of emergency.

Section 4. In the event an Officer observes an unsafe condition in the equipment he is being instructed to use, he shall report this immediately to his immediate supervisor. If his supervisor disagrees with the officer's determination and instructs him to continue to use such equipment, the Officer shall comply with his supervisor's order, provided the order is put in writing and signed by such supervisor. Such incident shall, as soon as possible, be reported to the Chief of Police, or his representative, who shall immediately conduct his own investigation and determine whether the equipment complained of is safe. If the Chief, or his representative, agrees that the equipment is unsafe, the equipment shall not be operated until restored to safe operating conditions or, if necessary, replaced. If the Chief finds that the equipment is safe, then he will express such opinion in writing and direct all officers to continue to operate the equipment

ARTICLE XXV

SCHEDULES

Section 1. With the exception of "safe posts" the Employer shall publish work schedules assigning each officer to his regularly scheduled shifts at least two months in advance. One copy of such schedule shall be posted on the bulletin board and each officer shall be given a copy of such schedule on the day it is published, or as soon thereafter as is reasonably practicable.

Section 2. Once published, work schedules shall not be changed without at least one (1) week's notice, except in the case of illness, injury or emergency. In the event at least one week's notice is given, then the provisions of Section 3 below shall not apply.

Section 3. The Employer shall have the right to change an employee's scheduled shift hours on any day which is a scheduled working day for the employee in order to provide necessary manpower coverage due to or caused by, absence due to illness or injury, absence due to schooling, vacations, holidays, compensatory time off, bereavement leave, or unpaid leave of absence. In the event such change requires that an employee report to work or remain on duty at a time or times when such hours are part of scheduled days off, the employee will be paid at the rate of time and one-half for the hours worked which were scheduled time off.

Section 4. Effective October 1, 1982 a work schedule commonly known as the "4 - 2" schedule will be implemented, which will provide for a steady tour of duty without change for a period of six months. Tours will be selected by the officers on the basis of seniority and approved by the Chief of Police. The change of tours will be on April 1, and

October 1 and tour selections will be made well in advance of those dates. The schedule will be employed for all police officers with the exception of current steady day officers and all detectives. This schedule will be implemented on a trial basis and either party may unilaterally request termination of the schedule provided that there shall be no termination of the schedule before the completion and execution of a contract for the year 1984. After the implementation of the schedule the Chief of Police will be permitted to schedule up to 20 additional hours for training per man per year. Scheduled training hours in excess of 20 per man per year will be compensable in cash at one and one half times the officer's normal hourly rate.

ARTICLE XXVI

SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVII

DURATION

Section 1. This Agreement shall be in effect from the first day of January 1982 until the 31st day of December 1983, or the dates on which a substitute agreement is executed.

Section 2. Collective negotiations for the 1984 Agreement shall commence in accordance with the Rules and Regulations of the Public Employment Relations Commission.

Section 3. When a new agreement is reached pursuant to Section 2 above a contract will be prepared by the employer within 20 days thereof. After delivery of the proposed contract the PBA will have 10 days to either execute same or request drafting changes. If the contract is executed by the PBA, the execution of the contract and all items of agreement, together with retroactive payment, will be implemented by the employer not later than 45 days from such execution by the PBA. After 45 days from the date of execution of the contract by the PBA interest will run at the rate of 5% per annum on all amounts due.

Section 4. Employer will provide ten (10) copies of this contract to the PBA. The Employer shall insure that one copy of this contract will be kept and maintained at Police headquarters at all times.

ARTICLE XXVIII

CONTINUING POLICE EDUCATION

Section 1. The Chief or his designated representative shall post on a bulletin board, designated for continuing police education, all notices received by the Employer which set forth available schooling, lectures, demonstrations or courses for police officers on police work, provided through County, State or Federal agencies.

Section 2. Along with each notice shall be sign-up sheet for those officers who wish to attend the matter detailed on such notice. All officers shall personally sign their names on such sheet. The Chief shall select those officers who shall actually attend the course, lecture, etc. If it is the Chief's determination that the officer's attendance is not in the best interests of the department, he will indicate this to each officer affected by his decision with a statement of the basis of his decision.

Section 3. Police training is the responsibility of the Chief of Police and shall be under his direction. Since, however, continuing police education is desirable, if not mandatory, for every officer in the department, it is recognized that the PBA has an obligation to insure that such program is offered to each member of the negotiating unit, at least to some degree. The Chief shall accommodate this interest.

ARTICLE XXIX

TABLE OF ORGANIZATION

Section 1. In the event the Employer wishes to change the Table of Organization for the Montclair Police Department, in any manner, the Employer shall notify the PBA in writing by certified mail, Return Receipt (President of PBA only) Requested.

ARTICLE XXX

CREDIT UNION

Section 1. Officers who wish to participate in the credit union sponsored by the Newark Police Federal Credit Union may authorize the Township once each year to make deductions from the officers' pay as indicated in his authorization to be filed with the Department of Finance, Township of Montclair.

IN WITNESS WHEREOF the parties have hereto affixed
their signatures this _____ day of _____, 1982.

ATTEST:

TOWNSHIP OF MONTCLAIR, IN THE
COUNTY OF ESSEX

Constance B. Arnott,
Township Clerk

By _____
Mary V. Mochary, Mayor

ATTEST:

MONTCLAIR POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 53

By _____
President

SCHEDULE "A"

WAGES - 1982

Patrolman (Probation)	\$ 14,100.
Patrolman 1st	17,000.
Patrolman 2nd	18,150.
Patrolman 3rd	19,300.
Patrolman 4th	20,450.
Detective	\$ 600. plus patrolman base
Sergeant 1st (1.05 x patrolman maximum)	21,450.
Sergeant 2nd (1.1082 x patrolman maximum)	22,650.
Lieutenant 1st (1.05 x sergeant maximum)	23,775.
Lieutenant 2nd (1.10 x sergeant maximum)	24,915.
Captain 1st (1.05 x lieutenant maximum)	26,161.
Captain 2nd (1.10 x lieutenant maximum)	27,407.

WAGES - 1983

Patrolman (Probation)	\$ 15,100.
Patrolman 1st	18,200.
Patrolman 2nd	19,450.
Patrolman 3rd	20,650.
Patrolman 4th	21,900.
Detective	\$ 700. plus patrolman base
Sergeant 1st (1.06 x patrolman maximum)	23,214.
Sergeant 2nd (1.1182 x patrolman maximum)	24,489.
Lieutenant 1st (1.06 x sergeant maximum)	25,958.
Lieutenant 2nd (1.11 x sergeant maximum)	27,183.
Captain 1st (1.06 x lieutenant maximum)	28,814.
Captain 2nd (1.11 x lieutenant maximum)	30,173.

SCHEDULE "B"
VACATIONS, 1982

<u>Years of Service</u>	<u>Days of Vacation Leave</u>
Less than one year	1 day/month up to a maximum of ten (10) days
After 1 year	12 days
After 2 years	13 days
After 3 years	14 days
From 4 through 9 years	15 days
From 10 through 13 years	16 days
From 14 through 15 years	17 days
From 16 through 17 years	18 days
From 18 through 19 years	19 days
From 20 through 24 years	20 days
25 years and over	25 days

In addition to the above, the following ranks shall receive the following:

<u>Rank</u>	<u>Extra Day(s) of Vacation</u>
Sergeant	1
Lieutenant	2
Captain	3

Entitlement of vacations shall be determined each January 1st, on the basis that any officer with an anniversary during that year, which provides a greater entitlement, shall be eligible to take such greater vacation period as of that January 1st.

SCHEDULE "B"

VACATIONS - 1983

<u>Years of Service</u>	<u>Days of Vacation Leave</u>
Less than one year	1 day/month up to a maximum of ten (10) days
After 1 year	12 days
After 2 years	13 days
After 3 years	14 days
From 4 through 9 years	15 days
From 10 through 11 years	16 days
From 12 through 13 years	17 days
From 14 through 15 years	18 days
From 16 through 17 years	19 days
From 18 through 19 years	20 days
From 20 through 21 years	21 days
From 22 through 24 years	22 days
After 25 years and over	25 days

In addition to the above, the following ranks shall receive the following:

<u>Rank</u>	<u>Extra Day(s) of Vacation</u>
Sergeant	1
Lieutenant	2
Captain	3

Entitlement of vacations shall be determined each January 1st, on the basis that any officer with an anniversary during that year, which provides a greater entitlement, shall be eligible to take such greater vacation period as of that January 1st.