

**COLLECTIVE AGREEMENT**

**BY AND BETWEEN**

**THE TOWNSHIP OF MONTGOMERY**

**AND**

**P.B.A. 130**

**EFFECTIVE JANUARY 1, 1993**

**THROUGH**

**DECEMBER 31, 1994**

## AGREEMENT

This Agreement made and entered into this <sup>15<sup>th</sup></sup> day of February 1993, by and between the Township of Montgomery, New Jersey, hereinafter referred to as "the Township" and the P.B.A. Local #130, Montgomery Township Police, hereinafter referred to as "the P.B.A.".

### ARTICLE I

#### RECOGNITION

##### Section 1.

The Township recognizes the P.B.A. as the exclusive bargaining representative with respect to terms and conditions of employment for all sworn full-time non-probationary police officers including any sergeants, but excluding any other superior officers and the Chief of Police.

##### Section 2.

The parties hereto further agree that this contract represents the complete and final understanding on all negotiable issues between the Township and the P.B.A.

### ARTICLE II

#### MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law with respect to the management and direction of the Police Department, including but not limited to, the right to hire, promote, transfer, discharge, discipline and direct the members of the Montgomery Township Police Department, except as may be limited by the provisions of this Agreement.

### ARTICLE III

#### NONDISCRIMINATION

The Township and the P.B.A. agree that there will be no discrimination against any employee because of sex, race, color, creed or national origin.

### ARTICLE IV

#### GRIEVANCE PROCEDURE

1. Definitions: A grievance shall be defined as a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement and/or general practices in effect in the Township of Montgomery.

2. Presentation of Grievances: In the presentation of grievance, the grievant shall have the right to present his or her own appeal or to designate a P.B.A. representative to appear with him. There shall be no loss of pay for the time spent in presenting the grievance by the grievant, through the grievance procedure.

3. Steps of Grievance Procedure: The following shall constitute the initial method for the resolving of grievances between the parties covered by this Agreement:

STEP 1: The grievant shall institute action under the provisions hereof in writing, signed, and delivered to the Chief of Police within fourteen (14) working days after he would reasonably be expected to know of the occurrence. Failure to act within said fourteen (14) days shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall render a decision, in writing, within fourteen (14) working days after receipt of the grievance.

STEP 2: In the event the Chief of Police fails to render a written decision within said fourteen (14) days or if satisfactory settlement has not been reached within said period, the grievant may, in writing, file his signed complaint with the Township Administrator within fourteen (14) working days following the

determination in STEP 1. The Township Administrator, or his designee, shall render his decision within fourteen (14) working days after the receipt of the complaint. This decision shall be final in all cases except where a violation of the Agreement is alleged.

STEP 3. In the case of an alleged violation of this Agreement should the grievant be dissatisfied with the Township Administrator's decision, the grievant, with the approval of the P.B.A., shall have fourteen (14) working days in which to file a request for binding arbitration. The Arbitrator shall be chosen from a panel submitted by the Public Employees Relations Commission and selected in accordance with its procedure. However, no arbitration shall be scheduled sooner than thirty (30) days after the final decision of the Township Administrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasons and conclusions of the issues submitted. The decision shall be final and binding on all parties. The cost of the services of the arbitrator shall be borne equally by the Township and the P.B.A. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be borne equally. Time limits under this Article may only be changed by mutual agreement of the parties in writing.

## ARTICLE V

### ACCESS TO PERSONNEL FILES

#### Section 1.

Upon request and within three (3) working days of notice, the employee shall have an opportunity to review and examine his/her personnel file. The employer has the right to have such review and examination take place in the presence of a designated official. The employer shall honor the request of any employee for copies of documents in the file. Disciplinary materials shall be removed from the officer's personnel file after two (2) years if there has been no further disciplinary action during that time.

Section 2.

Materials to be used for purposes which will effect discipline, promotion or employment shall be kept in the personnel file referred to in Section 1 of this Article, and maintained in The Office of the Chief of Police.

ARTICLE VI

SALARIES

Section 1.

The following shall be the schedule of salaries for the term of this Agreement. It is understood that the probationary officers are not a part of the bargaining unit and that their rates are shown for information purposes only:

		<u>1/1/93</u>	<u>7/1/93</u>	<u>1/1/94</u>
1st year of service	Trainee	\$29,380.	\$29,966.	\$31,165.
	Probationary	32,769.	33,424.	34,761.
2nd year of service	Non-Degree	36,690.	37,424.	38,921.
	Degree	40,566.	41,377.	43,032.
3rd year of service	Non-Degree	39,343.	40,130.	41,735.
	Degree	43,560.	44,431.	46,208.
4th year of service	Non-Degree	42,226.	43,071.	44,794.
	Degree	46,783.	47,719.	49,628.
Sergeant		50,100.	51,102.	53,146.

At the end of a non-degreed employee's fourth (4th) year of service with the Township, the degree differential existing at that time will be decreased by thirty-three and one-third (33-1/3) percent. At the end of the sixth (6th) year of service with the Township, the remaining differential shall be decreased by fifty (50) percent. At the end of the eighth (8th) year of service with the Township, the differential will be entirely eliminated.

Section 2.

An additional \$750.00 shall be added after the first year of service to the base salary of any officer who has been awarded the appropriate Masters Degree as approved by the Police Advisory Board.

Section 3.

The Chief of Police, or his designee, may from time to time, temporarily assign, in writing, a member to the duties of a higher ranking position.

In cases where the duration of the temporary assignment is greater than one full shift (7 working days), the person of lower rank assigned by the Chief to fill that position on a temporary basis will be paid the higher ranking position's equivalent pay beginning with the eighth (8th) working day of the assignment.

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

Section 1.

The normal work week for all members of this unit shall be an average of forty (40) hours per week. The normal work day for those members working on a regular shift basis shall be eight (8) hours per day.

Section 2.

Overtime worked, when directed by the Chief of Police, shall be paid at the rate of one and one-half times (1-1/2) the employee's regular hourly rate for each hour worked in excess of his regular schedule. In computing overtime compensation, the nearest one-fourth (1/4) hour shall be the smallest fraction of an hour to be counted.

Section 3.

Overtime pay shall also be paid to a member who works a regular shift for all hours worked on a scheduled day off.

Section 4.

Overtime will be scheduled so as to provide each member of the Department an equal opportunity to work such overtime.

Section 5.

Any appearance by a member of the Department in a civil case, which requirement arose out of the performance of his official duties on behalf of the Township, shall be paid at the rate of one and one-half times (1-1/2) his/her regular rate of pay for such appearance if the appearance is required outside his regular schedule.

Section 6.

Overtime rates shall not be paid for any overtime worked which is less than fifteen (15) minutes.

Section 7.

An employee called into work outside of his/her regular schedule shall receive a minimum of 4 hours of pay at his/her overtime rate, or the overtime actually worked, whichever is greater, under the following circumstances:

- A. The employee is off-duty for the entire day and called into work;
- B. The employee ends his shift for the day, has left the building, and is recalled;
- C. An employee off-duty and scheduled to work a shift during the day is called in to work prior to the shift starting time, works the necessary assignment is relieved from duty and expected to return for his scheduled tour of duty for the day.

An employee who is called into work prior to his regularly scheduled shift and works a period of time consecutive with the regular shift, shall be paid at the overtime rate for time actually worked prior to the beginning of the regular shift.

Section 8.

The Township and the P.B.A. agree that discussions concerning hours and scheduling shall be discussed by the P.B.A. with the Chief of Police and the Township Administrator. Said discussions shall begin no later than forty-five (45) days following the signing of this Agreement.

ARTICLE VIII

HOLIDAYS AND HOLIDAY PAY

All employees in the bargaining unit shall be eligible to receive a holiday allowance equal to eight (8) hours of pay at their straight time hourly rate for each of the fourteen (14) holidays listed below, which payment shall be in lieu of being granted any holiday with pay and which payment shall be made on the first payroll period following December 1st of each year. The holidays observed by the Township for this purpose shall be:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Half-day Christmas Eve  
Christmas Day  
Half-day New Year's Eve

To qualify for a holiday allowance, an employee must be on the payroll on the date of the holiday's observance.



## ARTICLE IX

### VACATIONS

#### Section 1.

Except as provided below, all full-time employees in the bargaining unit shall be eligible on January 1st in each calendar year for vacation with pay on the following basis:

1. In the calendar year in which the employee is hired: one (1) day vacation for each month of completed service prior to July 1st up to a maximum of six (6) days.
2. Effective on January 1st of the calendar year following the year in which the employee is hired: one (1) day vacation for each month of completed service prior to July 1st up to a maximum of twelve (12) days. Should the employee leave the employ of the Township prior to July 1st of that year, pay for vacation days taken which exceed the number of months worked shall be deducted from his final paycheck.
3. Thereafter up through five (5) years of consecutive service: twelve (12) days.
4. Six (6) through fifteen (15) years of consecutive service: seventeen (17) days, beginning in the calendar year in which the sixth (6th) anniversary of employment occurs.
5. Sixteen (16) years or more of consecutive service: twenty (20) days beginning in the calendar year in which the sixteenth (16th) anniversary of employment occurs.
6. No employee shall be entitled to take a vacation until the completion of six (6) months of service.

## Section 2.

Vacations for full-time employees in the bargaining unit shall be scheduled by the Chief of Police or his designee in the following manner:

1. For vacation requests submitted by April 15th, seniority will be the deciding criterion where conflicts exist in scheduling. Members will be advised of their approved vacation dates by April 30th.
2. For requests received after April 15th, vacation periods will be scheduled on a first-come/first-serve basis. In each case, the member making the request will be informed of approval or nonapproval within fifteen (15) days.
3. To ensure that vacation is scheduled during the year, members shall submit requests no later than September 15th. Requests received after that date will be scheduled strictly at the convenience of the Department. Members will be advised of the approved dates by September 30th.

## Section 3.

Except as provided in this Section, no more than seven (7) days of any accrued vacation not taken may be carried over to the following year. Should a vacation period which was approved be cancelled by the Chief of Police because of the press of Departmental business, the Chief shall permit such vacation time to be carried into the following year.

## Section 4.

When a scheduled vacation is cancelled by the Chief of Police because of an emergency or unforeseen circumstance, the Township shall reimburse the affected member for vacation associated non-refundable deposits lost by him/her because of his/her inability to use said scheduled vacation time. Evidence of such lost deposits shall be provided to the Chief of Police in accordance with administrative procedures established by him/her.

## **ARTICLE X**

### **FUNERAL LEAVE**

All full-time regular employees will be allowed five consecutive working days off to include day of burial, in the case of the death of father, mother, spouse, child, step-child, mother-in-law or father-in-law.

In the case of the death of grandfather, grandmother, brother, sister, son-in-law, daughter-in-law, grandchild, three consecutive working days, including day of burial, shall be granted.

For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, the day of the burial only.

## **ARTICLE XI**

### **SICK LEAVE**

#### Section 1.

All full-time regular employees in the Unit may receive sick pay for up to twelve (12) working days per year earned at the rate of one (1) day per calendar month worked. There shall be no limit to the number of unused sick days which may be accumulated.

#### Section 2.

Any full-time regular employees in the Unit having worked six (6) months, but less than a full year, may receive an allowance of up to six (6) paid sick days.

#### Section 3.

Sick time allowance is granted only for employee's sickness or injury, not work related, and cannot be taken for any other reason.

Section 4.

When absent on sick leave for more than five (5) consecutive working days, an employee shall provide a certified statement from the employee's attending physician indicating what illness he was treated for and that he/she is fit to return to work.

Section 5.

The date on which an employee is appointed and starts work for the Township of Montgomery shall govern in determining sick leave benefits.

**ARTICLE XII**

**ADMINISTRATIVE PERSONAL LEAVE**

Section 1.

Employees covered under this Agreement shall be entitled to two (2) days of administrative personal leave of absence with pay in each calendar year.

Section 2.

Requests for administrative personal leave must be approved forty-eight (48) hours in advance by the Chief of Police.

**ARTICLE XIII**

**UNIFORM ALLOWANCE**

Section 1.

The Township agrees to furnish to all employees covered by this Agreement all prescribed operational uniforms and equipment worn on duty. The Township also agrees to replace

all uniforms that are worn out or damaged beyond repair during the course of duty except that any uniforms that are damaged or destroyed due to the negligence of the officer shall be repaired or replaced at the officer's own expense.

Section 2.

Cleaning and routine repairs of clothing and shoes worn on duty by members of the bargaining unit will be provided by a service provided by the Township at no cost to the employee.

**ARTICLE XIV**

**IN SERVICE TRAINING**

Section 1.

The Township agrees, that, within budget limitations, the cost of police training courses, seminars, and conferences authorized by the Chief of Police, shall be borne by the Township.

Section 2.

In cases where an employee attends an authorized school, course or training session at the direction of the Chief of Police, the Township shall furnish the employee transportation between police headquarters and the location of the school, course or session. Since transportation may be furnished in kind or by case reimbursement, and of by case, the reimbursement shall be computed at the prevailing IRS rate of compensation per mile for the most direct route. Transportation or compensation shall be so furnished only for trips actually made by the employee.

Section 3.

The Township agrees to establish a committee with the P.B.A. to study the cost and availability of courses for the discussion of reimbursement for bachelors or master's degree coursework. This committee will be formed within 30 days of the signing of this Agreement. The Township Committee shall consider the committee's findings.

**ARTICLE XV**

**PENSION AND HEALTH BENEFITS**

The Township agrees to continue all pension and health benefits in effect on January 1, 1993 for the term of this Agreement.

The extension of health benefits to employees who are on unpaid leave because of sickness or disability and all paid leave has been exhausted will be as permitted and required by regulations of the State Health Benefits program.

**ARTICLE XVI**

**COMPREHENSIVE HEALTH BENEFIT PLAN**

The Township shall provide reimbursement of any actual expenditures by an employee on behalf of himself or his dependents for one or more of the following, provided that the expenditures are not eligible for reimbursement through insurance coverage:

1. Dental services
2. Optical services
3. Prescription drugs
4. Premium costs for dental and disability insurance

The maximum reimbursement for 1993 calendar year shall be \$700.00, and for 1994 calendar year \$850.00.

The employees shall be allowed to carry over unused portions of their cafeteria plan allowance from year to year up to a maximum of \$1,300.00

**ARTICLE XVII**

**LONG TERM DISABILITY**

Section 1.

Employees shall be eligible to participate in the plan of Long Term Disability Insurance provided by the Township at no cost to the employee.

## ARTICLE XVIII

### DEFERRED COMPENSATION PLAN

#### Section 1.

Eligible employees may participate in the Deferred Compensation Plan provided by the Township.

#### Section 2.

Participation in the Deferred Compensation Plan may commence during the payroll period ending May 13, 1991, to the extent permissible by law and regulations.

#### Section 3.

If the Deferred Compensation Plan is declared illegal by a court of competent jurisdiction, the Township will provide a reasonably equivalent substitute plan.

Any grievance alleging that the substitute plan is not a reasonable equivalent shall be arbitrated by Dr. Joan Parker of Philadelphia, Pennsylvania, whose authority shall be limited to determining whether the plan is or is not reasonably equivalent; and whose authority is further limited to ordering the Township to pay the participating eligible employees the Township's matching contribution to which each employee would have been entitled based upon the employee's contribution at the time the Township ceased its matching contributions.

## ARTICLE XIX

### INSURANCE AND INDEMNIFICATION

The Township shall provide liability insurance coverage to employees covered under this Agreement and shall further indemnify and defend all such employees as provided by law.

## ARTICLE XX

### TIME OFF FOR P.B.A. CONVENTIONS

#### Section 1.

The Township agrees to grant the necessary time off to duly authorized representatives of the P.B.A. Local #130 in order to attend a State or National Convention as provided under N.J.S.A. 40A:14-177.

#### Section 2.

A duly authorized representative is defined to mean the delegate elected by members of the P.B.A. Local #130 to represent them, or either of two alternate delegates.

#### Section 3.

The P.B.A. shall furnish the Township, in writing, with the names of its duly authorized representatives.

#### Section 4.

The authorized representative of the P.B.A., as defined in Section 2 of this Article, shall not lose pay or benefits when dealing directly with the Township on P.B.A. matters.

#### Section 5.

In the negotiation of a successor contrast, up to two members of the P.B.A. may participate in the negotiations without loss of pay or benefits.

#### Section 6.

The P.B.A., through its authorized representatives, shall have the right to meet with the Police Advisory Board twice a year to discuss issues related to public safety. The P.B.A. shall, in each instance, meet first with the Chief of Police to establish an agenda of discussion items.

Items which are covered by this contract and/or are subject to the grievance procedure shall not be discussed at these meetings.



## ARTICLE XXI

### Section 1.

The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf or in behalf of the employees in this Unit, will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, of willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance or the employee's duties or employment), work stoppage, slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on-duty personnel only. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

### Section 2.

In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by an employee covered under the terms of the Agreement shall be deemed grounds for disciplinary action up to and including discharge subject to the rules and regulations promulgated by the Township Committee.

### Section 3.

The P.B.A. will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

### Section 4.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the P.B.A. or its members.

## ARTICLE XXII

### REDUCTION IN FORCE

1. Whenever there is a lack of funds requiring a reduction in the number of employees in the Department, the required reductions shall be made on the basis of length of service with the Township in such job classification or classifications provided the remaining employees within the classification are qualified to perform the work. Such reductions in force shall be termed "lay-off".

Where the reduction occurs in a higher classification, the member of that classification with the shortest length of service with the Township may "bump" downward into the classification with the next lower rate of pay, and shall receive compensation for that classification as set forth in Article VI of this Agreement. The member of the lower classification with the shortest length of service will then be the first person laid-off. Further lay-offs in a higher classification will be accomplished using the same procedure.

Persons on leave when a reduction in force occurs, who are otherwise qualified to perform the duties of the classification in which the reduction occurs, shall maintain their relative positions in terms of length of service within the classification.

2. Recall: Permanent full-time employees will be recalled to work in the reverse order within job classification in which they were laid off by the employer provided the employee has the necessary skills, qualification and ability for the work available. Notice of recall will be made by telegram or certified mail to the employee's last home address of record. The employee must provide the Township with any address change while waiting for recall.
3. Within twenty-four (24) hours of receiving the notice of recall, the employee shall notify the Township if he/she intends to return to work, and shall actually return to work within fifteen (15) days after receipt of the notice

of recall. Failure to respond as herein agreed shall result in loss of seniority, and the employee shall be considered to have voluntarily resigned.

4. No new employee shall be hired by the Township while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. An employee recalled to a classification with a lower salary rate than his previous position classification may refuse such position and remain eligible for recall. Recall rights shall terminate twenty-four (24) months from the date of lay-off.

#### ARTICLE XXIII

##### SAVINGS BOND DEDUCTION PLAN

The Township shall provide a payroll deduction plan for the purchase of U.S. Savings Bonds at the request of an employee, and only at his/her request.

#### ARTICLE XXIV

##### PRIVATE DUTY

###### Section 1.

The Chief of Police shall determine the need for private duty based on public safety considerations. Private duty shall not be unreasonably denied.

###### Section 2.

Private duty will be made available to the members of the P.B.A. provided that, in the opinion of the Chief of Police, it does not negatively impact on the conduct of departmental functions.

Section 3.

Private duty is paid for, by requestors, on an hourly basis. The Township levies an hourly administrative charge to cover costs of insurances and benefits. Should the Township increase the administrative charge, the hourly rate paid to police officers shall be raised by a similar amount. At the signing of this Agreement, the hourly rate paid to the police officers is \$25.00, the administrative charge \$4.00 per hour.

Section 4.

Police vehicles will be used for private duty provided a vehicle is available and the Chief of Police determines that the use of the Township vehicle is appropriate and/or necessary, on a case by case basis.

ARTICLE XXV

TERM OF THE AGREEMENT

This Agreement shall become effective as of January 1, 1993 and shall remain in full force and effect until December 31, 1994.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5<sup>th</sup> day of February 1993.

ATTEST:

Glenn Stusky  
Clerk

Donald W. Jenkins  
Mayor

ATTEST:

New Jersey State  
Policeman's Benevolent  
Association Inc.  
Local #130, Montgomery  
Township Police, New  
Jersey

[Signature]

James M. Langone  
Paul J. Mitchell  
[Signature]



Office of the  
MAYOR

Municipal Building  
2261 Van Horne Road  
(Route 206)  
Belle Mead, New Jersey 08502  
(908) 359-8211  
FAX (908) 359-0970

PBA-1993-94

February 22, 1993

Police Officer James Davenport  
State Delegate, Local PBA #130  
Montgomery Township Police  
2261 Rt. 206  
Belle Mead, NJ 08502

RE: Letter of Agreement

Dear Officer Davenport,

The Township of Montgomery agrees to consider the impact of any new legislation regarding the Police and Fire Pension Fund. Within thirty days of enactment into law, the PBA and the Township Committee, or its representatives, shall meet to establish a timetable to collect all available information including costs, actuarial figures and impact.

The Township agrees to give due consideration to all the facts, as well as any considerations that may be brought forth by the PBA. This shall occur within sixty days of compilation of the necessary facts and figures.

Sincerely,

Donald W. Matthews  
Mayor