

TOWNSHIP OF MONTVILLE

RESOLUTION NO. 2009

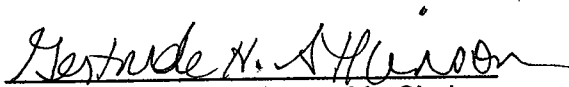
RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF MONTVILLE AND PBA LOCAL 140

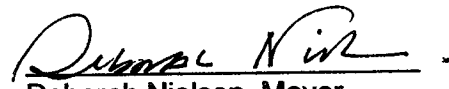
WHEREAS the Township of Montville and PBA Local 140 have engaged in collective bargaining pursuant to N.J.S.A. 34:13A-1 et. seq.; and

WHEREAS, the Township of Montville desires to enter into a Collective Bargaining Agreement with PBA Local 140 for the years 2009-2012;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Montville, County of Morris and State of New Jersey, that the Mayor be and is hereby authorized to sign the Collective Bargaining Agreement with PBA Local 140 that is hereto attached.

Adopted: March 10, 2009


Gertrude Atkinson, Township Clerk


Deborah Nielson, Mayor

AGREEMENT

Between

TOWNSHIP OF MONTVILLE

and

**POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL #140, N.J.P.B.A.**

January 1, 2009 through December 31, 2012

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the **TOWNSHIP OF MONTVILLE**, in the County of Morris, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and **POLICEMEN'S BENEVOLENT ASSOCIATION**, hereinafter called the "Association."

This AGREEMENT shall be binding upon all successors and/or assignees of the Township, by change of governing body or other method, and upon the Association, by affiliation, disaffiliation, or other method.

ARTICLE I

Recognition

- I. The Township hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time patrolmen employed in the Township of Montville Police Department, but excluding all other personnel employed in the Township of Montville Police Department, and all other Township employees.

- II. The titles "police officer" or "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular, and to males and females, uniformed members and non-uniformed members assigned to plain clothes details.

ARTICLE II

Management Rights

- I. The Township of Montville 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 rights:
 - A. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

B. To make rules of procedure and conduct, to use improved methods and equipment, to determine annual work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.

C. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees, and, if required, negotiations with the Association.

D. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

E. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

II. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, 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.

III. Nothing contained herein shall be construed to deny or restrict the Township its rights, responsibilities and authority under R.S.11 or any other national laws or State statutes.

ARTICLE III

Non-Discrimination

I. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

II. The Township and the Association agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any police organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership, activity or non-activity in the Association.

ARTICLE IV

Mutual Cooperation Pledge

I. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of any employee from its position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the Township.

II. 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 a breach by the Association or its members.

ARTICLE V

Grievance Procedure

I. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

II. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

III. A. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

B. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

IV. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent.

Step One: The aggrieved or the Association shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred by presenting the grievance in writing to the Chief of Police or his designated representative. The written grievance shall contain the relevant facts, the applicable Section of the contract violated, and the remedy requested by the grievant. Within seven (7) days from the written submission of the grievance, the aggrieved or the Association and the Chief of Police or his designated representative shall meet, and an earnest effort shall be made to settle the differences at this level. The Chief of Police or his designated representative will answer the grievance in writing within seven (7) work days after the meeting has occurred.

Step Two: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Administrator within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Association and the Township Administrator shall meet within seven (7) days of the written submission, and an earnest effort shall be made to resolve the grievance at this level. The Township Administrator shall respond in writing to the grievant within seven (7) days of the submission.

Step Three: If the Association wishes to appeal the decision of the Township Administrator, such appeal shall be presented in writing to the Township Committee within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Association and the Township Committee shall meet within seven (7) days of the written submission, and an earnest effort shall be made to resolve the grievance at this level. The Township Committee shall respond in writing to the grievant within ten (10) work days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission with fifteen (15) days of receipt of the decision from the Township Committee. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring the expense.

V. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts

presented to him involved in the grievance. The arbitrator shall not have the authority to add to modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

VI. Upon prior notice to and authorization of the Township Administrator the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Montville Police Department or require the recall of off-duty employees.

VII. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

VIII. In the event the aggrieved elects to pursue remedies available through New Jersey Department of Personnel (NJDOP), the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Township Committee. In the event the grievant pursues his remedies through NJDOP, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred hereby shall be paid by the grievant or the Association.

IX. Disciplinary actions shall be deemed grievable and arbitrable except where prohibited by law.

ARTICLE VI

Dues Deduction and Agency Shop

I. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues, fees and assessments for the Association. Such deductions shall be made in

compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

II. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer, during the month following the filing of such card with the Township.

III. If, during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deductions for each employee, or an official notification on the letter head of the Association and signed by the President of the Association advising of such changed deduction.

IV. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

V. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

VI. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

VII. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

VIII. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

IX. The sum representing the fair share fee shall not reflect the costs of financial support of

political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

X. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

XI. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

XII. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association, and signed by the President of the Association, advising of such changed deductions.

Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit, and not only members of the Association, and this Agreement has been executed by the Township after it had satisfied itself that the Association is a proper majority representative.

ARTICLE VII

Association Activities

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

to report for duty during that twenty-four (24) hour period.

- II. A. One (1) delegate and two (2) alternate delegates shall be given time off to attend the State P.B.A. Convention in accordance with State Statute N.J.S.A. 11A: 6-10.
- B. In such cases, employees who are permitted to attend the Annual State P.B.A. Convention will also receive the sum of one hundred fifty dollars (\$150.00) each.

ARTICLE VIII

Personnel Files

- I. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief and may be used for evaluation purposes by the Chief of Police, Mayor, governing body and Administrator.
- II. Upon advance notice and at a reasonable time, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.
- III. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.
- IV. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Force shall subject that member to appropriate disciplinary action.

ARTICLE IX

Hours of Work

- I. The normal workweek will commence at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday.
- II. A. Regular hours of work shall consist of either forty (40) or forty-eight hours within this workweek with the specific work schedule for each employee to be determined by the Chief of Police or his designated representative.

- B. In the event that modifications are made in the work schedules referred to in Section II.A. of this Article, then only sections of this Agreement affected by such modifications may be reopened upon mutual consent of the parties of this Agreement to the extent same are mandatorily or permissively negotiable.
- C. Regular hours of work for officers assigned to the detective bureau shall consist of a forty (40) hour work week consisting of four (4) ten (10) hour shifts within this work week with the specific work schedule for each employee to be determined by the Chief of Police or his designated representative.
- D. The Chief of Police and PBA have agreed in order for this schedule to work smoothly, all vacation, personal and sick time must be converted to hours.
- III. A. Employees not assigned 4/4 12-hour shifts may be entitled to receive the difference in days off between days worked by the employee's squad and the minimum number of days worked by any squad subject to the same eligibility. This entitlement shall be known as Bank Days. Said payment shall be made, in time off or in cash, in the immediately succeeding year, provided notice is given by each employee prior to March 1st of the year in which the payment is to be made (e.g., payment made in 2000 for time earned in 1999.)
- B. The request for utilizing a Bank Day must be submitted prior to posting of the schedule for the week in which the day off is requested unless otherwise authorized by the Chief or his designated representative. Posting of such a day off shall be within the discretion of the Chief of Police and such request may be denied if overtime would be created by granting such time off.
- IV. A. Employees assigned to 4/4 12-hour schedule shall be governed by Article X.
- V. After posting of schedules, reasonable changes can be made to accommodate Police Department operations.
- VI. At the discretion of the Chief of Police, an officer working the 4/4-12 hour schedule may temporarily be placed on a 5/2-8 hour schedule for training purposes when said training exceeds a four (4) day period.

ARTICLE X

FORMATION OF SCHEDULE

- I. The Chief of Police and the P.B.A. have jointly developed a 4/4-12 hour schedule for all officers assigned to regular patrol squads that rotate around the clock. This schedule will only affect D.A.R.E. officers while they are attached to a squad and not while they teach. This

schedule consists of four consecutive 12-hour days on duty followed by four (4) consecutive days off. Said schedule also consists of rotating shifts after three (3) cycles of each shift. The method of frequency of rotation may be modified upon mutual written agreement of the parties.

II. The Chief of Police shall determine the manning levels for each of the two shifts and the four (4) squads that are necessary for the 4/4-12 hour schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, from time to time, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustments shall be in the best interest of the Department.

III. The Chief of Police and P.B.A. have agreed that in order for this schedule to work smoothly, all vacation, personal and sick time must be converted to hours. Both parties are aware that under the 4/4-12 hour schedule, an officer will be scheduled to work more than the present 2,080 hours per year. This additional time above 2,080 hours will be called "Schedule Adjustment Time" (hereafter referred to as S.A.T.). Both parties are aware that the amount of S.A.T. may be different for each officer. Therefore, a record of each officer's S.A.T. will be kept by the Chief of Police. For the purpose of this Agreement, 116 hours has been chosen to illustrate an officer's S.A.T.

IV. Under the Department's existing work schedule and certain provisions of the existing collective bargaining Agreement, all sworn officers of the Department are scheduled to work a series of eight (8) hour workdays resulting in a total of 2,080 scheduled work hours per 52 week calendar year for which each officer received a contractually specified annual salary. Also within the collective bargaining Agreement are certain provisions which permit an officer to be absent from duty for varying numbers of eight (8) hour days which are credited as hours worked and included in the aforementioned 2,080 annual work hours.

V. Under the 4/4-12 hour schedule, officers will be scheduled to work 12 hour days as opposed to 8 hour days. If operational throughout an entire 52 week calendar year, said schedule would result in approximately 116 scheduled work hours, per man, over the contractually established 2,080 annual scheduled work hours. This additional 116 scheduled work hours generated by the 4/4-12 hour schedule would pose a significant overtime liability to the Township. However, both the Township and the P.B.A. agree that overtime is based upon actual hours worked and not hours scheduled. Therefore, both the Township and P.B.A. agree that an officer working said schedule shall only be entitled to overtime compensation for those

additional scheduled work hours that said officer actually works over and above the 2,080 scheduled hours for the year. Furthermore, the Township and the P.B.A. agree that, in calculating the total number of hours worked within a 52 week calendar year, said calculations shall include only those non-overtime hours worked which are scheduled by the Chief of Police or otherwise provided for in this Addendum, and shall exclude all overtime hours worked and otherwise compensated as a result of various overtime provisions contained in the existing collective bargaining Agreement.

VI. Both the Township and P.B.A. recognize that within the existing collective bargaining Agreement are certain provisions which permit an officer to be absent from duty for varying numbers of eight (8) hour workdays (i.e., vacation and bereavement leave), which, if utilized, are credited as hours worked and included as such in the officer's 2,080 annual salaried work hours. The Township and P.B.A. also recognize that officers are working the 4/4-12 hour schedule as opposed to the eight (8) hour workdays. The Township and the P.B.A. agree, therefore, that, except as otherwise provided for in this Addendum, officers working the 4/4-12 hour schedule shall utilize such compensated leave days in 12 hour blocks as opposed to eight (8) hour blocks. The Township and P.B.A. further agree that when an officer utilizes such 12 hour leave day, eight (8) hours of said leave day shall be credited as scheduled hours worked and included in the officer's 2,080 salaried contractual hours. The remaining four (4) hours utilized shall be debited from the total number of S.A.T. which that particular officer has in his "bank" of time. The parties further agree that sick leave shall accrue and be utilized based upon 12 hour days. Therefore, all annual entitlements and banked time shall be converted to 12 hour days and utilized accordingly. Payment upon separation in accordance with the current contract shall be calculated on an hourly basis for all accumulated and banked sick leave hours.

VII. The Township recognizes that as a result of managerial adjustments of an officer's work schedule as provided for in this Addendum, an officer working the 4/4-12 hour schedule may reach a period of time where said officer has an unused number of contractual compensated leave days and an insufficient number of S.A.T. to charge against the utilization of said unused leave. The Township, therefore, agrees that in the event of such a situation, the officer in question shall be permitted to utilize such unused compensated leave days in two (2) hour blocks without loss of compensation and irrespective of the fact that the utilization of said unused compensated leave days in four (4) hour blocks may result in the officer working less than 2,080 scheduled work hours within a 52 week calendar year.

The P.B.A. recognizes that as a result of manpower shortages or personal choice, an officer working the 4/4-12 hour schedule may work a 52 week calendar year without utilizing all his contractually compensated leave days which may result in said officer actually working a number of scheduled work hours in excess of 2,080 hours as generated by the 4/4-12 hour schedule. The P.B.A., therefore, agrees that should such a situation occur, the officer in questions shall be compensated for said excess hours worked at the rate of one hour straight compensatory time for each scheduled excess hour worked.

VIII. At the discretion of the Chief of Police, an officer working the 4/4-12 hour schedule, who is or shall be absent from duty for four (4) or more consecutive work days for reasons of serious illness, serious injury or military leave, may be temporarily placed on a 5/2-8 hour workweek schedule for the duration of said absence.

ARTICLE XI

Overtime

I. Overtime for any officer shall be defined as all work performed in excess of the scheduled workday (the 24 hour period beginning at the start of his tour) or all work performed in excess of the scheduled tour.

II. Overtime shall be paid at rate of one and one-half times an officer's base rate of pay when overtime is worked in connection with regular departmental assignments including court, school, crossing guard duty and official appearances.

III. The hourly rate shall be calculated by dividing the annual salary by 2,080.

IV. A Report Form File will be provided at Police Headquarters for the purpose of logging all overtime in excess of the assigned workday or work week. Whenever an employee shall work in excess of his regularly scheduled 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 or General Orders.

V. Employees who are required to work on a day or days which are scheduled days off shall be paid at the rate of one and one-half (1 ½) times their hourly rate of pay for all hours worked on said day. An employee may not receive overtime compensation for working a shift from

which the employee has taken a sick day. An employee cannot work overtime resulting from an employee's request for time off.

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

VII. Overtime for detectives shall be authorized by the Detective Division Commander and shall be computed in accordance with Section I above. In addition, detectives shall receive an annual stand-by allowance of \$1,000, paid in quarterly increments.

VIII. There shall be a minimum overtime of three (3) hours for Court appearances and "call-outs," including detectives.

ARTICLE XII

Court Time

I. Employees shall be compensated at the rate of one and one-half (1 ½) times their hourly rate of pay, with a minimum of three (3) hours pay at paid rate, for all Criminal, Grand Jury, Juvenile Court, Municipal Court or any other Court appearance when called to testify by the Township, except that he shall receive no pay in cases involving disciplinary proceedings, whether instituted against him or fellow employees, unless subpoenaed as a witness by the Township.

II. Payment for Court appearance shall be made only in instances where the employee is off-duty. The Township will, at all times, attempt to schedule employees for Court appearances when they are on duty.

ARTICLE XIII

Exchange of Tours

I. Employees, upon proper notice to and authorization of the Chief of Police, or his designated representative, may switch shifts with another employee of equal rank.

II. Said shift change shall not be granted for among the following reasons:

A. Where said shift change would create overtime.

B. Where said shift change should create additional payment pursuant to the Fair Labor Standards Act.

III. When employees, pursuant to this Article, voluntarily switch schedules with other employees, such time worked shall not be considered overtime compensation or call to duty.

ARTICLE XIV

Outside Duty

I. Police services provided to the public sector to fulfill a public safety need for business sales, contractors, private events, etc. shall be processed through the Township for agreement and compensation. A security function that does not involve a public safety need, as determined by the Township Administrator, shall be excluded.

II. To aid and protect the community, it is often necessary for the private sector to employ off-duty Police Officers on a part-time basis to perform functions of traffic control, crowd control and other public safety services. These duties cannot always be filled by on-duty Police Officers during their normal work hours or tours. This policy will act as a guide to both sworn Officers and prospective employers, thus diminishing the probability of misunderstanding regarding this special function of the Police Department.

III. Definition of off-duty Officer - Employment where a full time sworn Montville Township Police Officer works as an employee of the Township of Montville serving another agency or private contractor, and is hired because of his or her police powers.

IV. A. Request for off-duty Officer:

All requests for Officers will be directed to the Chief of Police or his designee in writing. Once the private employer has met the guidelines of this policy, similar employment by the same employer may be arranged by telephone with the approval of the Chief of Police or his designee.

B. Compensation:

1. All Police Officers working these details will be considered to be employees of the Township of Montville, acting as agents of the Township and responsible for all rules and regulations set forth through departmental SOP's.

2. The Township of Montville shall be compensated at an hourly rate for their expenses of regulating these details, at a rate to be established through negotiations between the Township of Montville and the private employer.
3. All regular Police Officers will be paid an hourly rate to be established through negotiations between the Township of Montville and the collective bargaining units of the PBA/SOA Local #140, N.J.S.P.B.A.
4. There shall be a four (4) hour minimum compensation requirement for all outside details unless unilaterally agreed upon prior to the start of the job by the contractor and the Township.
5. Officers working any detail over four (4) hours in length will be paid for a full eight (8) hour day, unless unilaterally agreed upon prior to the start of the job.
6. Officers will be notified of any cancellation a minimum of one (1) hour prior to the start of the scheduled employment.) hour prior to the start of the scheduled employment.
7. Should the employer fail to provide one (1) hour notice of a cancellation to include cancellations upon Officer arrival to the detail, the Officer shall receive four (4) hours of pay.
8. Any time worked over eight (8) hours will be paid at a rate of one and one half times the normal rate per hour.
9. Any work done on a National or State holiday will be paid at one and one half times the normal rate of pay. Time worked over eight (8) hours on a holiday will be paid at two and one half times the normal rate of pay.
10. Jobs requiring work on Saturdays or Sundays will be paid at one and one half the normal rate of pay. This will keep wages consistent with other employees on the job site.
11. Traffic Control-Hazardous Duty - Hours worked between 1800 hrs. and 0700 hrs. will be considered Hazardous Duty. Officers will be compensated an additional five dollars (\$5.00) per hour of each regular hour worked.

- V. A. All scheduling of employment will be addressed by the Chief of Police or his designee, who will be responsible for scheduling and keeping a record of job assignments.
- B. Unless specified otherwise, all scheduled work will commence rain or shine.

C. Off duty employment will be open to all full time sworn Police Officers of the Township of Montville and will not be limited to a selected member or group of members of the Department.

D. Off duty police employment that has been traditionally worked by regular Police Officers will not be assigned to SPECIAL POLICE OFFICERS unless the job cannot be filled due to manpower shortage. At no time will SPECIAL POLICE OFFICERS be assigned to a detail because of a difference in hourly wages or because of a request of the company or organization.

E. Assignments where SPECIAL POLICE OFFICERS have been traditionally used may continue to use SPECIAL POLICE OFFICERS.

F. Details will be posted in the Officer ready area located at Police Headquarters.

G. Details will be assigned on Wednesday at approximately 2:00 p.m. Should a question of fairness arise, nothing herein shall deny the Officer the right to seek relief through the normal grievance procedure as set forth by the collective bargaining units of the PBA/SOA, as defined in their respective contracts.

H. Switching of details will not be permitted.

I. Officers requesting to sign up for details should do so in person. Officers shall be permitted to sign up for details via telephone, provided the person signing up for the detail places his or her initials next to the name they sign.

J. A cancellation list will be used to assign canceled details. First choice will be given to Officers who had previously signed up on the original sign up sheet. If no replacement can be found from the list, the coordinator will then use his or her discretion in finding a replacement.

K. Officers on sick leave are not eligible for off-duty assignments.

VI. Use of marked Police vehicles will be kept to a minimum and only used with authorization from the Chief of Police.

VII. Responsibilities of Working Police Officers

A. Report for duty at least five (5) minutes prior to the scheduled start time.

B. Remain at the job site until finished or relieved. No Officers shall be permitted to leave any assigned detail until he has been officially relieved or the job has been terminated by the contractor. This shall not restrict the Township of Montville from utilizing Officers on details, in cases of emergency, for their official police duties.

C. Report in uniform or attire as directed by the Chief of Police or his designee.

D. Locate the job supervisor to record your name, social security number and the number of hours worked.

VIII. In an effort to maintain consistency and professionalism when dealing with outside agencies/organizations, the preceding rules will be adhered to.

All outside contractors wishing to utilize off duty Montville Township Police Officers must read and acknowledge the receipt and understanding of this policy prior to the assignment of any Officers. All contractors signing this statement will be held strictly accountable for all regulations set forth in this policy.

In no event, under any circumstances, shall the Township of Montville utilize Private Security Officers, Special Police Officers or any other agency or individuals in place of full time Police Officers. The Township agrees not to attempt to utilize other agents for the purposes of saving money or any other conditions that may arise. This shall apply to instances or job conditions where the use of Police Officers has been traditionally used in the past or where the safety of the public could be questioned.

IX. A. All off duty jobs will be paid through the Township of Montville payroll. The following procedures will be followed:

1. The working Officer will complete two (2) Outside Overtime Sheets. One will be given to the contractor and one to the job coordinator.
2. Township time sheets will be completed by the Officer and submitted to the Township Finance Department every two weeks.

X. The Police Chief shall determine the eligibility of an officer who is on sick or injury leave to work outside duty.

XI. Township Fees:

- A. Police Officer – 10% above hourly rate per hour
- B. Police Vehicle - \$5.00 per hour

XII. Officer Compensation:

- A. Fifty (\$50.00) per hour
- B. Forty (\$40.00) per hour non-traffic (General)

ARTICLE XV

Meal Periods

I. All employees working a forty hour shift shall be entitled to a meal break of one-half (1/2) hour during each eight (8) hour tour of duty; all employees working a 48 hour tour shall be entitled to a meal break of forty-five (45) minutes each tour, unless same is prevented by an emergency. Failure to take a lunch break shall not entitle the employee to claim overtime pay or compensatory time off.

ARTICLE XVI

Wages

I. All employees shall receive base annual salaries as listed in Ordinance 2009-09, which is hereto attached. Steps 2-7 commence on the employee's anniversary.

II. All officers on assigned patrol duty shall receive shift differential of two percent of base salary. Payment shall apply only when officer is physically on duty.

III. All officers shall accept the rate of pay (with a minimum of \$50/hour at the overtime rate) in any grant that stipulates a maximum rate of pay.

ARTICLE XVII

Legal Requirements

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

ARTICLE XVIII

Longevity

I. 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:

Years of Service

Longevity Compensation

Start 1 – Completion of 5 years	0% of base pay
Start 6 – Completion of 8 years	3% of base pay
Start 9 – Completion of 12 years	4% of base pay
Start 13 – Completion of 19 years	5% of base pay
Start 20 years	7% of base pay

II. 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 the base pay. Compensation for longevity shall be included for purposes of retirement contributions.

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

ARTICLE XIX

Vacations

I. All full-time employees shall be granted vacation periods subject to the following service factors:

1 st Year	8 hours per month of employment
COMPLETION OF 1 ST YEAR - START OF 5 th YEAR	112 Hours
COMPLETION OF 5 TH YEAR – START OF 10 TH YEAR	144 Hours
COMPLETION OF 10 TH YEAR – START OF 15 TH YEAR	176 Hours
COMPLETION OF 15 TH YEAR AND THEREAFTER	200 Hours

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

III. For the purposes of this Article, a year shall be considered as the calendar year commencing January 1st and ending December 31st.

IV. The Chief of Police or his designated representative shall make up the vacation schedule.

V. A. One-half (1/2) of an employee’s annual vacation entitlement may be carried over into the next calendar year, subject to the approval of the Chief of Police.

B. All approved vacation leave, which has been held over from the preceding year, must be taken by April 15th of the immediately succeeding year, unless otherwise approved by the Chief of Police.

- C. Any employee desiring to carry over vacation days must make his/her request to the Chief of Police by October 1st of the preceding year. Approval, not to be unreasonably withheld, shall be given or denied, by December 1st of the year in which the request was made.
- VI. When a holiday falls within an employee's vacation period, he shall be paid in accordance with Article XX Holidays, Section A and B of this Agreement.
- VII. Any employee who has a perfect attendance will receive one (1) additional vacation day.
- VIII. If an employee is absent from work for more than fifty percent (50%) of his/her scheduled workdays in any given month due to disciplinary suspension or leave of absence without pay, said employee shall not accrue any vacation time for that month.
- IX. Upon termination, vacation shall be pro-rated through the last full month of service.

ARTICLE XX

Holidays

- I. All full-time employees shall receive the following holidays:

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

- II. In lieu of Holidays, the employees shall receive payment for thirteen (13) days at their regular rate, pro-rated. This payment shall be made during the last week of November. Compensation for holidays made in this manner shall be included for purposes of pension payments and calculations to the Police and Firemen's Retirement System. Holiday pay shall not, however, be used in the computation of overtime, longevity, court time or any other fringe benefit referred to in this Agreement.
- III. In the event the Township shall, without negotiations, grant or unilaterally promulgate

paid holidays in excess of those promulgated each year for other Township employees, and such time shall equal or exceed three and one-half (3 ½) hours, the bargaining unit employees will be granted additional compensation accordingly. The term “holidays” as used herein includes paid time off, but does not include emergency closing (i.e., closing due to snow storms, hurricanes, lack of heat in winter, lack of air conditioning in summer, etc.)

IV. Holiday pay shall not, however, be used in the computation of overtime, longevity, court time or any other fringe benefit referred to in this Agreement.

ARTICLE XXI

Personal Days

I. All full-time employees shall be entitled to personal days as follows:

<u>Years of Service</u>	<u>Number of Days</u>
1 ST year of service	2 days
2 nd – 5 th year of service	3 days
6 th year of service and thereafter	4 days

II. Employees shall be permitted personal days at their regular rate of pay during the course of the calendar year. Personal days shall be non-accumulative.

III. 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 Chief of Police or his designated representative in writing and in duplicate. Personal days may be refused in the event of a manpower shortage. Employees, however, may be permitted a personal day to be requested by the employees provided that at least one (1) hour’s notice is given to the Chief of Police or his designated representative and only in the event of an emergency, subject to the approval of the Chief of Police or his designated representative.

IV. Personal days requested on designated holidays will be approved provided there is no impact on operations as determined by the Chief of Police or his designated representative.

ARTICLE XXII

Sick Leave

I. All permanent full-time employees covered by this Agreement shall be granted sick leave

with pay, in the amount of one hundred twenty (120) working hours per year, prorated on commencement or termination of employment.

II. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

III. A. Sick leave is hereby defined as an absence due to illness, accident or exposure to contagious disease.

B. Sick leave may be used for the care of a sick member of an employee's immediate family. Immediate family shall mean parents, spouse, children, foster children, children for whom employee is the legal guardian, grandparents, grandchild, brother, sister or relative living within the employee's household.

IV. Any employee who shall be absent from work for three (3) or more consecutive working days for sick leave, or for more than ten (10) working days in any calendar year, shall be required to submit acceptable medical evidence substantiating the illness.

V. An employee's supervisor, at his/her discretion and at any time, may require the employee to submit acceptable medical evidence of proof of illness or may require the employee to undergo a physical examination, whenever such a requirement appears reasonable to the supervisor. If the Township requires an employee to undergo a physical examination, it shall be at Township expense.

VI. In order to receive compensation while absent on sick leave, an employee shall report his/her absence at least one (1) hour prior to the start of his/her shift, where possible, except where emergent circumstances prevent the employee from doing so.

VII. Absence without notification for five (5) consecutive working days shall constitute a resignation.

VIII. Abuse of sick leave shall be cause for disciplinary action, and may constitute cause for dismissal.

IX. If an employee is absent from work for more than fifty percent (50%) of his or her scheduled work days in any given month due to disciplinary suspension or leave of absence without pay, said employee shall not accrue his pro-rata share of sick time for that month.

X. Sick leave utilized in conjunction with other authorized absences may require a physician's note.

ARTICLE XXIII

Terminal Leave

I. All employees retiring under the Policemen's and Firemen's Retirement System shall be paid for their unused accumulated sick leave on the basis of three (3) hours terminal leave pay for every four (4) accumulated sick hours, computed upon the employee's average base rate of pay for his/her last three (3) years of employment.

II. Accumulated sick time compensation shall be limited to 1600 hours. Individual accumulations in excess of 1600 hours shall be honored to the extent accumulated as of December 31, 1996.

III. In order for an employee to be eligible for the benefits enumerated in Section I. of the Article, the employee must be eligible for regular or special retirement under the P.F.R.S., eligible for accidental or ordinary disability retirement under the P.F.R.S., or in case of death.

IV. An employee whose employment is terminated for any reason other than regular or accidental or ordinary disability retirement under the P.F.R.S. or death shall not be reimbursed for any unused accrued sick leave.

V. Terminal leave shall be paid in one (1) lump sum or in equal bi-weekly installments at the employee's base rate of pay at the beginning of the terminal leave. Employees shall not continue to accrue any additional benefits, including salary increase, vacation time, sick time, etc., while on terminal leave.

ARTICLE XXIV

Retirement

I. Any employee who intends to retire must give one (1) year's advance notice of such intention in writing.

ARTICLE XXV

Injury Leave

- I. In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.
- II. Any employee who is injured, even slightly, while working, must report the injury to his immediate supervisor within 24 hours of completion of the shift on which he/she was injured unless physically unable to do so. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- III. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.
- IV. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- V. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certified the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- VI. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any temporary disability payments from Worker's Compensation received by the employee. At the Township's option, the employee shall either surrender and deliver any such Worker's Compensation or disability payments to the Township and receive his entire salary payment, or the Township shall only pay the difference between said Worker's Compensation or disability payment and the employee's salary payment.

VII. If the Township can prove that an employee has abused his/her privilege under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

VIII. Any leave due to disability incurred in the performance of an employee's duties will not be assessed against the employee's sick time, vacation or personal days.

IX. Upon doctor's release, an employee shall return to full duty. Light duty will not be authorized unless a non-enforcement workload is identified by the Police Chief and approved by the Township Administrator.

X. An officer is not eligible for uniform allowance, detective allowance, etc., if absent due to injury for a full calendar year.

XI. Therapy scheduled for off-duty time is not compensable. Township vehicles are not authorized for therapy sessions or off-duty medical appointments. Use of a Township vehicle for on-duty medical appointments shall be at the discretion of the Police Chief.

ARTICLE XXVI

Bereavement Leave

I. An employee who sustains death in his immediate family shall be granted four (4) consecutive working days off without loss of pay. Commencement of said leave shall be flexible but must commence by the day of the funeral.

II. Immediate family shall mean parents, spouse, grandparents, children, foster children, children for whom employee is the legal guardian, brother, sister, or relative living within the employee's household.

III. The Township may request proof of death.

ARTICLE XXVII

Uniforms and Uniform Allowance

I. The Township shall pay all employees a uniform allowance of thirteen hundred dollars (\$1,300). This sum shall be utilized for the purchase and maintenance of uniforms. Only items

included on a uniform list submitted by the PBA (Paragraph VI of this Article) will honored as uniform allowance. Employees shall be responsible for the purchase and maintenance of uniforms with this allowance.

II. The Township, at its cost, shall provide replacements for any such foregoing uniforms or equipment as a result of tear or damage in the line of duty. It shall be the responsibility of the employee to prove that the uniform and/or equipment was damaged or torn as a result of action in the line of duty. The maintenance and care of such uniforms provided by the Township shall be the responsibility of the individual employee. Half of the negotiated uniform allowance may be used for maintenance purposes.

III. All new regular employees shall be furnished with complete issue of uniforms and equipment in lieu of uniform allowance during the first year of employment.

IV. The Township will pay for all changes in uniforms and equipment mandated by the Township. All uniform changes must be approved by the Township Administrator.

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

VI. Uniform Allowance list may consist of the following:

HATS: summer, winter, special duty caps;
All accessories: rain caps, trimmings, hat badges, chin straps, ear muffs

SHIRTS: summer, winter
All accessories: flags, patches, stripes, tailoring, hash marks

PANTS: summer, winter;
All accessories: stripes, tailoring

FOOTWEAR: summer, winter, special duty:
All accessories: polish, polishing items, laces, rain rubbers/boots

UNDERGARMENTS: turtle necks, tee shirts v and crew neck, long johns, underwear,
socks, vest covers, cool vest undergarments

JACKETS: summer, winter, special duty, rain gear, spring coats
All accessories: flags, patches, stripes, hash marks, tailoring

SWEATERS: All accessories: flags, patches, hash marks, stripes, tailoring

JUMPSUITS: All accessories: flags, patches, hash marks, stripes, tailoring

ACTIVE WEAR: One item allowed per year of each of the following:

Sneakers and sweatsuits

GLOVES: winter, search, kelvar, orange traffic, leather driving and pat down, any glove to ensure the safety and protection of an officer, etc.

BRASS: collar, special unit insignias, lapel brass, bars, medals, name plates, year of service pins/plates, clutches for pins, badges duty or name or officer number, rank insignias, range pins

FLASHLIGHTS: all flashlights and lights to help officer, search, lightup, see any area, vehicle inside or outside, accident/crime scenes, etc., any batteries, night cones (traffic.)

VISION EQUIPMENT: binoculars, field glasses, night vision scopes/binoculars, sun glasses, plastic glasses, eye protection equipment (goggles), prescription glasses – day or night for range use

WEAPONS: ammunition for personal qualification/practice, knives, off duty gun. All accessories: duty/off duty holsters, cleaning equipment, sights, undercover shoulder holsters.

LEATHER ACCESSORIES: belts, cases for cuff, flashlight, knife, gloves, ammo, ticket books, special tools, holders for flashlights, keys, radios, pr 24, badges, glasses, report forms. All cleaning items needed to keep leather in proper condition.

MISCELLANEOUS: brief cases, gear bags, pens, pads, notebooks, templates, rulers, books for promotional tests, police books, e.g., 2C, narcotics. Off duty safety items e.g. flags, cones, orange vests, signs. Scanners for home or car (police), chargers for radios/flashlights (home/police vehicle.)

Upon the prior approval of the Chief of Police, an officer may purchase additional items(s) of equipment other than those listed above.

ARTICLE XXVIII

Hospitalization and Medical Insurance

I. The Township shall pay the premiums for employees and their dependents for hospitalization and medical, dental and vision care coverage.

II. Effective January 1, 2006, the Township will provide the NJ DIRECT 15 or AETNA plan at no cost to employees hired on that date or thereafter. If an employee selects another plan the employee shall pay the additional premium cost. This provision shall take effect as soon as permitted by State law or regulation.

III. Employees hired on or after January 1, 2007, shall pay five percent (5%) of the premium

cost for health insurance, up to a maximum of one percent (1%) or fifty dollars (\$50) per month, whichever is less. This is in addition to the additional payment required for a plan other than NJ DIRECT 15 or AETNA.

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

V. In the event the Township shall, without negotiations, unilaterally promulgate new and/or improved insurance benefits to its other employees, the same shall be provided to employees covered by this Agreement.

VI. If during the term of this agreement, the Township offers incentives for employees to change Health Benefit plans, those same incentives will be offered to members of the PBA.

VII. The Township has the right to change insurance carriers or institute a self-insurance program so long as substantially equivalent or better benefits are provided.

VIII. All bargaining unit employees who retired between January 1, 1986 and December 31, 1996, shall be reimbursed by the Township for hospitalization and medical insurance coverage only.

IX. The Township shall reimburse said retired employees up to a maximum of one thousand five hundred dollars (\$1,500.00) per employee per year with an amount not to exceed seven thousand five hundred dollars (\$7,500.00) per annum in the aggregate for the entire bargaining unit, to be distributed equally amongst all eligible employees.

X. In order to receive the reimbursement, the employee must submit a paid receipt verifying that he has paid for eligible hospitalization and medical insurance coverage.

XI. To be eligible to receive the reimbursement, an employee must have received a regular, special (years of service) or disability retirement pursuant to the Policemen's and Firemen's Retirement System.

XII. Coverage and provisions of this benefit shall cease when (1) an employee should become eligible for Medicare were the employee to file promptly, or (2) the employee obtains other

employment which makes available to him substantially similar coverage at the employer's cost. An employee who is removed from coverage by the Township in accordance with this paragraph may not re-enter the program until after three (3) years have expired from date of removal.

XIII. Upon retirement, payment by the Township will commence the first of the month following the month of retirement, provided proper notice in accordance with Article XXIII "Retirement" is provided by the employee. If proper notice is not given, payment shall commence the first of the year following the year of retirement. This provision does not apply to disability retirements.

XIV. Once an eligible employee becomes ineligible for reimbursement pursuant to Section IX, payments shall cease the first of the month following the month he/she becomes ineligible.

XV. Effective January 1, 1997, the Township shall provide hospitalization and medical insurance coverage for the retiree and spouse after 25 years of service. Coverage and provisions of this benefit shall cease when the retiree and spouse individually become eligible for Medicare, or when the retiree obtains other employment which makes available substantially similar coverage. This benefit does not include dependent, dental or vision coverage.

XVI. To receive this benefit, an employee must apply for regular or disability retirement in the New Jersey Police & Firemen's Pension Retirement System.

XVII. The Association shall determine whether dependent, dental and vision insurance coverage shall be included at the expense of the retiree upon execution of this contract. It is understood that this option cannot be exercised after execution of the contract.

XVIII. Upon death of the retiree, the retiree's spouse may exercise an option to continue hospitalization and medical insurance until age 65 or Medicare eligibility, whichever occurs sooner, at the spouse's expense. The annual expense shall be the determined COBRA rate.

ARTICLE XXIX

Education

I. All employees shall receive additional compensation upon completion of any credits which constitute part of a degree program in Police Science for an Associate Degree while employed by the Police Department of Montville Township as follows:

A. All employees hired on or before January 1, 1984 shall receive the sum of fifteen dollars (\$15.00) per credit per year for all credits earned prior to January 1, 1986.

B. All employees hired after January 1, 1984 shall receive additional compensation per credit per year as follows:

<u>Grade</u>	<u>Per Credit Compensation</u>
A	\$ 15.00
B	\$ 11.25
C	\$ 7.50
Pass (Pass/Fail Course)	\$ 7.50

C. All employees earning credits after January 1, 1986 shall receive additional compensation for credit per year as follows:

<u>Grade</u>	<u>Per Credit Compensation</u>
A	\$ 15.00
B	\$ 11.25
C	\$ 7.50
Pass (Pass/Fail Course)	\$ 7.50

D. For the purpose of this Article, courses related to police work shall mean the law enforcement curriculum of the college or university offering such programs or courses to the employee and shall be used as a guide for courses which qualify for payment of the aforementioned benefits.

E. Upon completion of an Associate's Degree in a law enforcement curriculum, an employee shall receive one thousand five dollars (\$1,005.00) per year in lieu of per credit payments leading to the Associate's Degree.

F. Upon completion of a Bachelor's Degree in a law enforcement curriculum, an employee shall receive one thousand nine hundred twenty dollars (\$1,920.00) per year in lieu of per credit payments leading to the Bachelor's Degree.

II. Such payments for college credits shall be "pensionable."

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

IV. Employees who have received compensation for any course in the past shall continue to receive compensation for those subjects.

- V. An employee 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.
- VI. Any employee attending Police School at the direction of the Township shall be paid his regular salary while in school. His work schedule for that week may be changed by the Chief of Police or his designated representative.
- VII. Payment under the above provisions of this Article can only be realized after adoption of the budget in the following year.
- VIII. A. Employees hired after January 1, 1976 who have previously earned credits for courses eligible for compensation under Section I of this Article shall receive additional compensation as provided in Section I and Section IV after completing five (5) years of service in the Department. Payment under this Section shall be made on the employee’s anniversary date, provided such employee notified the Chief of Police in writing of his anticipated payment by October 1st of the prior year.
- B. For example: An employee completed his fifth year of service in August (or any month) of 1987. The employee, to be paid in 1987, must notify the Chief of Police prior to October 1, 1986 that he will complete his fifth year in 1987.
- IX. A. Retiring employees receiving payments under Section VII will receive payment in the year of their retirement, on a pro-rata basis, as determined by their anniversary date.
- B. All other retiring employees shall receive payment on a calendar pro-rata basis, determined by their date of retirement.
- C. Compensation to employees pursuant to Section VIII, A., and VIII, B. of this Article shall be paid on the employee’s date of retirement provided written notice is submitted to the Township in accordance with Article XXIII “Retirement.” If notice is not provided in accordance with Article XXIII, payment may not be made to the employee until the employee’s anniversary date or adoption of the budget in the following year, whichever is applicable.

ARTICLE XXX

Staff and Departmental Meetings

- I. A. All employees will attend staff meetings not to exceed two (2) per year, when called by the Chief of Police.

- B. Notice for these meetings will be posted on the bulletin board at least five (5) days prior to the meeting.
 - C. Any excuse from the meeting will be at the discretion of the Chief of Police.
 - D. These meetings are not to exceed two (2) hours in length, and shall be held between the hours of 8:00 a.m. and 12:00 noon.
- II.
- A. All employees will attend department meetings when called by the Chief of Police, not to exceed two (2) per year.
 - B. Notice for these meetings will be posted on the bulletin board at least five (5) days prior to the meeting.
 - C. Any excuse from the meeting will be at the discretion of the Chief of Police.
 - D. These meetings are not to exceed two (2) hours in length, and shall be held between the hours of 8:00 a.m. and 12:00 noon.
- III. Attendance at staff meetings shall be compensated by SAT time in lieu of overtime.

ARTICLE XXXI

Training

All employees shall maintain, at all times, minimum first aid and CPR certifications. Such certifications shall meet or exceed the levels of training required for successful completion of the American Red Cross Standard First Aid course and Community CPR (adult and infant) course respectively. Successful completion of a course covering adult and infant CPR offered by the American Heart Association shall be deemed to meet the minimum standards for CPR training.

ARTICLE XXXII

Full Dress Inspection

- I.
- A. All employees will attend one (1) yearly full dress inspection, to be conducted by the Chief of Police only.
 - B. These inspections are to be held in a non-ceremonial setting for the sole purpose of uniformity with no political affiliation.
 - C. Notice of these meetings will be posted on the bulletin board at least five (5) days prior to the meeting.
 - D. Any excuses from the meeting will be at the sole discretion of the Chief of Police.

E. This inspection is not to exceed one (1) hour and will be held between the hours of 9:00 a.m. and 11:00 a.m.

ARTICLE XXXIII

Legal Aid

I. The Township will provide legal aid to employees in accordance with provisions of N.J.S.A. 40A:14-155.

ARTICLE XXXIV

Mileage Allowance

I. Any employee who is required to use his motor vehicle in the line of duty will be reimbursed at the rate of twenty-two cents (\$.22) per mile.

ARTICLE XXXV

Meal Allowance

I. Meal expenses incurred in the performance of duties outside the Township shall be reimbursed based upon submission of a meal receipt by the employee at the following rates:

<u>Meal</u>	<u>Compensation</u>
Breakfast	\$ 6.50
Lunch	\$ 8.00
Dinner	\$ 8.50

ARTICLE XXXVI

Retention Clause

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

ARTICLE XXXVII

Duration

I. This Agreement shall become effective at 12:01 a.m., January 1, 2009 and shall continue in full force and effect until midnight, December 31, 2012.

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

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

ATTEST:

TOWNSHIP OF MONTVILLE

Gertrude Atkinson

By: *Robert Nufm*

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION
Local 140, N.J.P.B.A.

Lillian Abate

By: *Paul M.*

TOWNSHIP OF MONTVILLE

ORDINANCE NO. 2009- 09

**AN ORDINANCE ESTABLISHING THE RATES OF COMPENSATION
OF OFFICERS WITHIN THE POLICE DEPARTMENT, TOWNSHIP OF
MONTVILLE, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY**

Be it **Ordained**, by the Township Committee of the Township of Montville as follows:

SECTION I.

Salaries for employees covered by collective bargaining agreements with PBA Local 140 and with the Montville Superior Officers' Association shall be:

	2009						
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Patrolman	38,855	49,322	55,459	63,927	71,888	80,840	90,887
Sergeant							99,971
Lieutenant							109,974
Captain							120,968

	2010						
Patrolman	40,410	51,295	57,677	66,484	74,764	84,074	94,523
Sergeant							103,970
Lieutenant							114,373
Captain							125,807

	2011						
Patrolman	42,026	53,346	59,984	69,143	77,754	87,436	98,303
Sergeant							108,129
Lieutenant							118,948
Captain							130,839

	2012						
Patrolman	43,707	55,480	62,383	71,909	80,865	90,934	102,236
Sergeant							112,454
Lieutenant							123,706
Captain							136,073

SECTION II.

In addition to the regular salaries or wages set forth in SECTION I, the following additional payments will be granted:

A. Compensation for longevity of service for Police Officers shall be paid in accordance with the following schedule, upon the anniversary date of each Police Officer:

2007 and thereafter

<u>LENGTH OF SERVICE</u>	<u>PERCENTAGE OF BASE SALARY (EXCLUSIVE OF OVERTIME)</u>
Start 1 through completion of 5 years of employment	No additional compensation
Start 6 through completion of 8 years of employment	3%
Start 9 through completion of 12 years of employment	4%
Start 13 through completion of 19 years of employment	5%
Start 20 years of employment	7%

Longevity stipends shall be included when computing all benefits, i.e. holiday pay, vacation pay, overtime, sick leave, etc.

B. All patrol officers on assigned to 12-hour rotational duty shall receive shift differential of two percent of base hourly rate.

C. On certain occasions, Police Officers may be required to work overtime. Payment for overtime shall be made at the rate of one and one-half (1/2) times regular pay, under circumstances in accordance with current Contracts between Township and Members of PBA Local 140 and Montville Superior Officers Association, which are on file in the Township Clerk's office.

D. In case of emergency, the Chief of Police may keep on duty any and all Officers during the period of emergency, but, in lieu of monetary compensation, each officer may, within twelve (12) months following the emergency, be given a day off for each extra day so served by him or her during emergency.

E. In lieu of holidays the Police Officers (Captains, Lieutenants, Sergeants and regular Patrolmen and Patrolmen/Academy) shall receive payments for thirteen (13) days, at their regular rate, pro-rated. This payment shall be made during the last week of November. Pension deductions on the Holiday Pay will be taken in each of the 24 semi-monthly pays.

F. All other compensation for Police Officers such as vacation, holidays, meal periods, uniform allowance, insurance, education, and sick leave policies shall be governed by the current Contracts between the Township and PBA Local 140 and Montville Superior Officers' Association, which are on file in the Township Clerk's office.

SECTION III.

Annual salaries or compensation, as set forth in SECTION I, shall be retroactive to January 1, 2009, or to the anniversary date of their employment, for Employees or Officials not resigning before the effective date of this Ordinance.

SECTION IV.

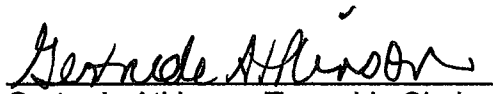
All Ordinances, or parts of Ordinances, inconsistent herewith are hereby expressly repealed.

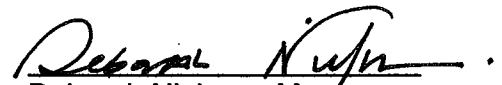
SECTION V.

This Ordinance shall take effect as provided by law.

ATTEST:

TOWNSHIP OF MONTVILLE


Gertrude Atkinson, Township Clerk


Deborah Nielson., Mayor

Introduced: February 24, 2009
Public Hearing: March 10, 2009
Adopted: March 10, 2009