

Art 8 K

T-21D

AGREEMENT

BETWEEN

TOWNSHIP OF MONTCLAIR
ESSEX COUNTY, NEW JERSEY

AND

MONTCLAIR SUPERIOR OFFICERS ASSOCIATION

LOCAL 53A

JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

GENOVA, BURNS, TRIMBOLI & VERNIOIA
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ARTICLE I

RECOGNITION

A. The Employer hereby recognizes the S.O.A. as the exclusive majority representative of all the Sergeants, Lieutenants and Captains of the Police Department of the Township of Montclair, New Jersey, now employed or hereafter employed for the purposes of collective negotiations within the meaning of the New Jersey Employee-Employer Relations Act, N.J.S. 34:13A-1.1, et seq.

ARTICLE II

ASSOCIATION SECURITY

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

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

C. Agency Shop. Any Employee, covered by this Agreement, who is not a member of the S.O.A., shall authorize the Employer (pursuant to Section 2 above) to deduct 80% of the S.O.A.'s dues from his salary, twice each month. The Employer shall forward such

sums to the appropriate S.O.A. officer.

D. Indemnification. 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 as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association signed by the president of the Association advising of such changed deduction.

1. The Association shall provide the Township with its statutorily drafted demand and return system.

ARTICLE III

UNION BUSINESS LEAVE

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

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

C. The Employer agrees to grant the necessary time off without loss of pay or compensatory time to the members of the S.O.A. selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association not to exceed total of number of men permitted to attend such convention prior to separation of unit.

D. The Employer shall grant time off without loss of pay to the President of the S.O.A. and the Legislative Delegate to the New

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

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

ARTICLE IV

MANAGEMENT PREROGATIVES

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, except as modified or limited by the terms of this agreement, including, but without limiting the generality of the following rights:

1. To make rules of procedure and conduct and to direct and control the quality of the work required, including the right to hire all Employees and to promote, transfer and assign Employees, subject to the provisions of the collective bargaining agreement.

2. To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order and safety, and, after reasonable advance notice of the same to Employees to require compliance, all subject to the provisions of the collective bargaining agreement.

3. To take appropriate disciplinary actions for good and just cause shown, subject to the provisions of the collective bargaining agreement and of the laws of the State of New Jersey and the United States.

ARTICLE V

BULLETIN BOARDS, S.O.A. VISITATION AND USE OF ROOM

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

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

C. Where possible, the Township shall provide a room for use by the S.O.A. with the understanding that the use of such room may be terminated if it is needed for Township use.

ARTICLE VI

VACATIONS

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

B. The Employer shall give each Employee the opportunity to utilize his annual vacation leave between the months of June and September, provided it does not unduly interfere with the operation of the Department. In the event the S.O.A. disagrees with the Chief's determination, this matter, after consultation with the Chief, shall be submitted to the Township Manager for response. The Township Manger will have seven days in which to respond, and, if the S.O.A. still disagrees with the response, the matter will be submitted to an arbitrator. The arbitrator must issue either a bench decision or take, at most, one day in which to issue a decision. The arbitrator's fee will be limited to one day only.

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

C. The Employer shall permit Employees covered by this Agreement to split their annual leave once or more, by arrangement with the Chief.

D. During the Employee's last year of service, vacation leave shall be pro-rated if termination occurs other than through retirement.

ARTICLE VII

LONGEVITY

A. All Employees hired prior to July 1, 1994 shall be entitled to and be paid longevity pay, computed as follows, and longevity compensation shall be paid to each Employee in addition to his base salary:

<u>1. Year Completed</u>	<u>Percentage of Salary Base</u>
Upon completion of five (5) years	2% of base salary
Upon completion of ten (10) years	4% of base salary
Upon completion of fifteen (15) years	6% of base salary
Upon completion of twenty (20) years	8% of base salary
Upon completion of twenty- five (25) years	12.8% of base salary

B. All Employees hired on or after July 1, 1994 shall be entitled to and be paid longevity pay, computed as follows, and longevity compensation shall be paid to each Employee in addition to his base salary:

<u>Year Completed</u>	<u>Percentage of Salary Base</u>
Upon completion of five (5) years	1.5% of base salary
Upon completion of ten (10) years	3.0% of base salary
Upon completion of fifteen (15) years	4.5% of base salary
Upon completion of twenty (20) years	6.0% of base salary

Upon completion of twenty-
five (25) years

10.3% of base salary**

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

D. Longevity shall be included as base pay for officers who have completed 24 years of continuous service with the Township of Montclair.

E. Provided the officer irrevocably elects in writing to retire upon completion of 25 years of employment not later than the anniversary of employment which marks the beginning of his 25th year of employment, such electing officer shall be paid 10% of his base salary as longevity pay in such final, 25th year of employment. Such written notification containing the irrevocable election shall be given to the Chief no less than 30 days prior to the commencement of the officer's 25th year of service.

** This rate is effectively the equivalent of 7.5% since the senior officers seven paid holidays have been incorporated into this rate for pension purposes.

ARTICLE VIII

DEATH IN FAMILY

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

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

C. Reasonable verification of event may be required by the Employer.

ARTICLE IX

HOLIDAYS

A. Every officer covered by this agreement shall receive fourteen (14) paid holidays each calendar year in addition to wages except officers with twenty-five (25) years of service shall receive seven (7) paid holidays. Seven (7) of the foregoing fourteen (14) holidays shall be paid by separate check in cash on the first Monday of December at the officer's daily rate. The remaining seven (7) holidays shall be payable in time off and in lieu of cash payment. These days may be accumulated and carried over into the subsequent contract year in the event the Township refuses to grant said days when requested. The parties hereto shall make every effort to cooperate in order that those days will be scheduled during the course of the year. The Township agrees to permit two (2) Employees per shift to use TO days except during prime time vacations, holidays, the day before or the day after Thanksgiving, or emergencies. The Employee must provide at least twenty-one (21) days notice of his intention to use this time. However, the Employer shall not dispense any of these days of any accumulated time owed unless specifically asked by the Employee.

B. In the event the Employer shall declare, grant or create paid holidays through other than collective negotiations in excess of fourteen (14), such additional holiday or holidays shall be given to the officers in additional time off in lieu of cash payment.

C. Holiday pay shall be treated as base pay for the purpose of pension contributions for officers who have completed twenty-four (24) years of continuous service with the Township of Montclair.

D. By December 31st, each man may elect for the following year to receive one or more of the seven (7) time-off holidays as pay, payable either at the time he takes vacation or in December, as he elects.

ARTICLE X

INSURANCE

A. The Employer agrees to provide, at no cost to the Employee the State Health Benefit Plan for all Employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide at no cost to the Employee, major medical insurance to all Employees and their dependents.

B. The Employer shall contribute amounts from time to time, as determined actuarially, to the Montclair PBA Variable Employee Benefit Association Trust, a copy of which is attached hereto and made a part hereof. The contribution each year shall be twenty seven thousand (\$27,000.00) dollars total for both police bargaining units which shall be applied to fund the benefits of the trust, and may be allocated to medical benefits or insurance benefits as the trustees determine. The S.O.A. reserves the right during 1992 to submit to the Employer written verification of the need to receive additional monies (i.e., exhaustion of surplus). The Personnel Officer shall review such written documentation and recommend, if appropriate, to the Mayor or Council, additional funding during 1992. VEBA payments shall be made in quarters, February 1st, May 1st, August 1st, and November 1st. Any amendment to the benefit structure of the trust which affects the cost of such benefits to the Employer, shall require the prior written consent of the Employer's representatives to the VEBA.

C. The Employer is to provide dental insurance in accordance with the "\$10 Schedule of Benefits," of the Pension Life Insurance

Company. The cost of such coverage for each Employee and his dependents shall be paid in full by the Employer. Effective October 1, 1994, the Employer agrees to modify the dental plan to a \$50 deductible payable by the employee provided there is no increased premium cost to the contract.

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

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

F. The Employer will adopt a Cafeteria Plan under Section 125 of the Internal Revenue Code which will permit Employees to reduce their compensation to reimburse non-covered medical, dental, and dependant care expenses (i.e., those expenses not covered by present insurance benefits). The Plan is to be developed by the S.O.A. counsel at no expense to the Township. The Township agrees to cooperate with S.O.A. counsel in the implementation of this program it being understood that thereafter it will be the Township's sole responsibility to administer a plan in accordance with applicable laws. In addition, the Cafeteria Plan shall provide that the Employer will match the Employee's contribution, dollar for dollar, up to a maximum of \$100.00 per Employee.

ARTICLE XI

CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE

A. All Employees of the department covered by this Agreement shall be entitled to an annual clothing allowance of Five Hundred and Sixty Dollars (\$560.00) payable in two (2) equal installments each year, the first on May 1 and the second on November 1. Employees who retire from the department shall be entitled to a prorated clothing allowance to the date of retirement or to the date of commencement of terminal leave, whichever date is earlier. Employees who are honorably separated from the department shall be entitled to a prorated clothing allowance to the date of such separation for the year in which such separation occurs.

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

1. Any personal items of any officer, damaged in the line of duty, shall be replaced or repaired, as the case may be, at the discretion of the Chief, by the Employer, without limitation as to the cost, except that there shall be limitation of cost of \$50.00 for wrist watches and a limitation of cost of \$100.00 per eyeglasses. The Employer agrees to pay for such replacement or repair within thirty (30) days from date of reported loss.

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

D. Employer shall provide shoulder patches for each officer at the Employer's sole expense.

E. Whenever an officer shall be promoted to a next higher grade in rank, any additional uniforms required by such new rank shall be provided by the Employer, at no cost to the officer.

ARTICLE XII

LEGAL ACTION AGAINST POLICE OFFICERS

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

B. When a plaintiff makes a claim for punitive damages, the Township shall defend the action on behalf of the Employee until after all discovery proceedings have been completed. Upon completion of discovery, the Township and the S.O.A. shall confer and it if appears that the Employee did not act in a reckless or wanton manner outside the scope of his employment, or if it appears that such an issue is one over which reasonable men may differ, the Township shall continue to defend the action on behalf of the Employee and the provisions of the preceding paragraph shall apply. If, however, it appears that the Employee acted wantonly, recklessly and outside the scope of this employment, the Township shall not defend the action, and shall advise the Employee to retain separate counsel for the defense of the claim for punitive damages. The Township shall reimburse the Employee for all reasonable attorney's fees incurred, and costs. In the event the plaintiff is successful at trial in his claim against the Employee for punitive damages and a judgment for punitive damages is

returned against the Employee, the Township and the Employee shall have the right to appeal the judgment for punitive damages to the Appellate Division but, in the event the Township and the Employee do not appeal said judgment the S.O.A. shall have the right to submit the reasonableness of the verdict as to punitive damages to arbitration in accordance with the arbitration provisions of this Agreement. In the event the Arbitrator, after reviewing the entire matter, including the trial record, finds the verdict as to punitive damages to be justified, the Employee shall pay said judgment. In the event the Arbitrator finds the verdict to be unjustified, the Township shall pay the judgment.

C. Criminal and Civil Municipal Court Matters. Subject to the terms of sections A and B above, the Township will reimburse an employee a maximum attorney hourly rate of up to \$110 per hour in Criminal and Civil municipal court matters. The maximum reimbursed cost of attorney fees per case is \$1,000. Police Officers will review the list of Township provided counsel first before seeking own counsel.

D. Criminal and Civil Superior Court Matters. Subject to the terms of sections A and B above, the Township will reimburse the employee a maximum attorney hourly rate of up to \$125 per hour, with a \$900 per day cap in Criminal and Civil Superior Court matters. Under special circumstances, if special skills are needed, or the case involves a large legal exposure to the township or the officer, the parties will discuss in good faith a higher rate. Police Officers will review list of Township provided counsel first before seeking own counsel.

ARTICLE XIII

WAGES

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

B. Wages, and all increments, bonuses or differentials thereto, shall be paid on alternate Fridays. Additionally, any monetary benefit such as overtime, or holiday pay, or any other benefit, the time for payment of which is not otherwise provided for in this Agreement, shall be paid on the next regular pay day for the regular pay period during which the overtime or holiday was worked, or during which the benefit accrued.

C. Work Period, Work Day and Work Year.

1. The regular work period for Employees hired prior to July 1, 1994 shall be as follows:
 - (a) For those officers working a five consecutive days on and two days off schedule ("5-2" schedule), seven (7) consecutive calendar days beginning each Monday.
 - (b) For those officers working a four consecutive days on and two consecutive days off schedule ("4-2" schedule), eighteen (18) consecutive calendar days.
 - (c) For officers on a 4-2 schedule the work day shall consist of eight and one quarter (8 1/4) consecutive hours in any one (1) day of the work period. For officers on a 5-2 schedule the work day shall consist of eight (8) consecutive hours in any one (1) day of the work period. As part of the work day, each officer shall have 30 minutes for meals but will be available for emergency calls during that time.
 - (d) The regular work year shall be the calendar year, during which each officer shall work a maximum of 2008 hours in exchange for his annual wage

reflected in Schedule A.

2. Employees hired on or after July 1, 1994 will work a five consecutive days on and two days off schedule ("5/2" schedule). All such Employees will work a maximum of 2,008 hours per year with nine (9) floating day off, as per the terms of this article. In no event shall more than twenty-five (25) "new hires" be required to work the 5/2 schedule at any time. Picking of shifts will be by seniority. Within thirty (30) days of the ratification of this Agreement of both parties, a committee consisting of two (2) members designated by the S.O.A. and the Chief or his designee and one member designated by the Chief of Police, shall be convened to study and to make effective recommendation on methods to ensure on an equitable basis that new hires will be given fair access to weekend days off. Such recommendations shall be in force by September, 1994.

D. OVERTIME

1. Compensable hours of work shall include any time during which the officer is on duty and subject to the supervision of the Township, and any time away from Police Headquarters under conditions which prevent such officer from using the time for personal activities.

2. Hours worked during the applicable work period in excess of the following maximum numbers, shall be compensable (in addition to the officer's regular pay) at the officer's regular

hourly rate of pay:

- (a) For officers on a 5-2 schedule: 40 hours; and
- (b) For officers on a 4-2 schedule: 99 hours.

3. Hours worked during the applicable work period in excess of the following maximum numbers shall be compensable at one and one-half times (1 1/2 x) the officer's regular hourly rate of pay:

- (a) For officers on a 5-2 schedule: 43 hours; and
- (b) For officers on a 4-2 schedule: 110 hours.

4. Unless expressly provided to the contrary in this Agreement, all hours of overtime shall be compensable with compensatory time. If at any time an officer accumulates more than 480 hours of compensatory time, all payments to such officer for overtime compensation shall be in cash payment only until such time as such officer's compensatory time accumulation no longer exceeds 480 hours.

5. Any officer, who is required or requested to return to work after the completion of his regularly scheduled shift and before the beginning of his next regularly scheduled shift, shall be compensated for such call-back time with pay at the premium rate of one and one-half times (1 1/2 x) his regular rate of pay for all hours worked.

6. Any officer, who is required or subpoenaed to appear before any Grand Jury, Juvenile Court or other Court (other than Municipal Court) or hearing at a time other than his regularly scheduled work shift, shall be compensated with pay at the premium

rate of one and one-half times (1 1/2 x) his regular rate of pay for all hours in attendance at Court, plus one hour for travel time (unless the appearance is outside the State of New Jersey), provided such appearance is related to the performance of duties as a Montclair police officer.

7. Any officer, who is required or subject to appear at a Municipal Court at a time other than his regularly scheduled work shift, shall be compensated at the premium rate of one and one-half times (1 1/2 x) his regular rate of pay for all hours worked with a minimum of two hours pay.

E. 1. Officers who have been compensated for overtime in the form of "compensatory time off" shall be afforded an opportunity to take such time in the following manner:

(a) Each officer may take seven (7) days per year provided he takes no more than two (2) days at a time and he has given at least twenty-one (21) days written notice to the Chief, stating the day(s) he wishes to take.

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

(c) The option to take TO days per year in accordance with this Section will be available to only one (1) officer during the months of June, July, August and September, provided that twenty-one (21) days advance notice is given to the Chief.

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

2. All officers working a 5-2 schedule shall be permitted to take one day off each calendar month for his regularly scheduled work days with a maximum of 9 days each work year. The taking of such days off shall be by prior arrangement with the Chief of Police, whose permission shall not be unreasonably withheld. But in no event shall such days off be permitted in the months of June, July and August. Denial by the Chief in the months of June, July or August shall be deemed reasonable.

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

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

H. Detectives "on call" for weekends who are provided with beepers "while on call", shall receive four hours of time off (TO) as compensation for such "on call" duty.

I. OUTSIDE WORK.

1. Whenever a request for coverage by officers is made by citizens or governmental agencies, and such work is deemed to be outside the normal police function and to be paid by the requesting party, then the following shall apply:

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

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

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

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

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

(f) Employees shall receive twenty-three (\$23.00) dollars per hour for such outside employment work. The contractor shall pay a three (\$3.00) dollar administrative fee to the Township along with the twenty-three (\$23.00) dollar fee. Officers will be treated as Township Employees while performing the duties in this paragraph.

J. COLLEGE CREDITS.

Officers who have received an Associate's Degree shall receive, in addition to regular wages, \$700.00 to be paid by separate check in the first pay period of June. Officers who have

received a Bachelor's Degree shall receive, in addition to regular wages, \$1,000.00 to be paid by separate check in the first pay period of June.

K. WORK IN HIGHER CLASSIFICATIONS

A 90 day training period for work in higher ranks exists with no additional compensation to the Employee. After completion of this period if an Employee works more than 30 consecutive days in the higher position he will receive the pay of the higher position.

L. SPECIAL DAY STIPEND

All Employees shall receive a special duty stipend of \$850.00.

M. The terms of this Agreement shall apply to those Employees on the payroll as of May 5, 1994, as well as those who resigned in good standing, retired or were on medical leave of absence from January 1, 1993 to May 5, 1994. Persons who were terminated for cause or who resigned not in good standing between January 1, 1993 and May 5, 1994 shall not be entitled to benefits hereunder.

ARTICLE XIV

SICK LEAVE AND INJURY LEAVE

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

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

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

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

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

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

Officers whose employment commenced on or about 7/1/94days accumulated per section B above, payment for accumulated days not to exceed \$10,000.

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

F. Maternity leave shall be granted to an officer consistent with New Jersey employment law.

G. Employees who are injured while working, whether slightly or severely, must make an immediate report within eight (8) hours thereof to their Department Head.

H. Sick Leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation.

I. The appointing authority may require proof of illness of an Employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

J. No Employee shall be allowed to work or endanger the health and well-being of other Employees and if the Employee's condition warrants, the Employee may be directed to take sick leave. The Department Head may direct the Employee to the Township physician for an opinion as to the Employee's eligibility to be absent from work.

K. Subject to the requirement that there must be a reasonably identifiable or perceived pattern of sick leave abuse, sick leave with pay shall not be allowed under the following conditions:

a. When the Employee, under medical care, fails to carry out orders of the attending physician.

b. When in the opinion of the Township medical physician the Employee is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct.

c. When in the opinion of the Township medical physician the disability or illness is not of sufficient severity to justify the Employee's absence from duty.

d. When an Employee does not report to the Township physician as ordered by the Department Head.

L. The recommendation of the Township medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the Employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to require the Employee to submit to an examination by a third doctor. With respect to the third doctor, the Employee agrees to submit such bill to the insurance carrier for reimbursement. The Township shall pay that portion not reimbursed.

M. In charging an Employee with sick leave, the smallest

unit to be considered is one (1) work day for people who abuse their time. In the absence of abuse, any Employee who works three (3) or more hours will not be charged sick time and will suffer no loss of pay.

N. If an Employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but not later than one hour prior to the start of the scheduled work shift from which he is absent except in extenuating circumstances (i.e., car accident). Failure to so notify the Department Head or his designated representative may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An Employee who is absent for (2) consecutive days or more and who does not notify the Department Head or some other reasonable representative of the Township during the first two (2) days may be subject to dismissal barring extenuating circumstances.

O. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

P. Any Employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

Q. In cases of reported illness or disability which does not require hospitalization, the Employee shall remain at his residence unless authorized in writing by the attending physician. Should it become necessary for the Employee to visit a doctor or a drug store, he shall notify the Department Head or his designated representative in advance. Absence from his residence without

prior notification shall be cause for disciplinary action.
Employee may not engage in outside employment while on sick leave
without written permission of the Police Chief.

ARTICLE XV

DISCHARGE OR SUSPENSION

A. No Employee shall be disciplined or discharged without just cause.

B. The provisions hereof shall not apply to Probationary Employees.

ARTICLE XVI

GRIEVANCE PROCEDURE

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

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

C. When the S.O.A. wishes to present a grievance for itself or for an Employee or groups of Employees for settlement, such grievance shall be presented as follows:

Step 1. The president of the S.O.A. or his duly authorized and designated representative shall present the grievance in writing and discuss the grievance or grievances orally with the Police Chief or his duly designated representative within 45 days of the event giving rise to the grievance. The Police Chief shall answer the grievance in writing within five (5) days.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing to the Township Manager and/or his designee within three work days of receipt of the Chief's written decision. The Township Manager shall meet with the S.O.A.'s representative for the purpose of discussing the grievance

within seven (7) days of presentation of the written grievance. The Township Manager and/or his designee shall answer the grievance in writing within seven (7) days after meeting with the representatives of the S.O.A.

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

ARTICLE XVII

ARBITRATION

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

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

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

D. The decision of the Arbitrator shall be final and binding on the S.O.A. and the Employer.

E. The costs of the services of the Arbitrator shall be borne equally by the Employer and the S.O.A.

F. The parties direct the Arbitrator to decide when asked, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

ARTICLE XVIII

ACCESS TO PERSONNEL FILES; ACCESS TO TEST INFORMATION

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

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

- (1) prior to giving an examination, the Employer shall inform the S.O.A. about the nature of the exam and the composition of the test;
- (2) the Employer shall give due consideration to the objections, comments and suggestions of the S.O.A. with regard to the testing procedure;
- (3) failure to comply with (a) and (b), above, shall render the examination null and void;

(4) after the examination, every officer taking the exam shall have the right to see his own test score or rating and shall have the right to know how he did on each part of the exam or rating relative to the others who received the promotion.

C. The parties agree to reevaluate promotional procedure to insure fair and just award of promotions.

ARTICLE XIX

SENIORITY

A. Purpose.

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

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

B. Layoffs.

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

First: by rank; and

Second: by department.

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

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

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

D. Recall.

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

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

E. Seniority shall be broken only under the following circumstances:

1. Voluntary termination,
2. Termination for justifiable cause, or
3. Failure to report back to work within five (5) work days after receipt of notification of recall.

ARTICLE XX

ASSOCIATION RIGHTS

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

ARTICLE XXI

BILL OF RIGHTS

A. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality. The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by supervisory personnel. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, and once the investigation enters an accusatory stage or when written reports are required, the following rules are hereby adopted:

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

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

3. The questioning shall be reasonable in length. He should be allowed to have a S.O.A. representative present if he so desires. Reasonable respites shall be allowed. Time shall be

provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

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

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

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

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

8. Within 30 days of the conclusion of investigation of an Employee, the Employee will be provided with written notification as to any determinations made as a result of the investigation.

ARTICLE XXII

DISCRIMINATION AND COERCION

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

ARTICLE XXIII

MUTUAL AID

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

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

ARTICLE XXIV

EQUIPMENT AND UNIFORMS

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

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

C. The Employer shall reimburse police officers for the use of their personal cars on police business at the rate of \$.205 per mile. The Employer shall endeavor to provide accessible off-street parking for personal vehicles when the officers are on duty.

D. In the event an officer observes an unsafe condition in a certain automobile which he is being instructed to use, he shall

report this immediately to his immediate supervisor and said car will remain unused until a determination can be made as to the safety of said automobile. Such incident shall, as soon as possible, be reported to the Chief of Police, or his representative, who shall immediately conduct his own investigation and determine whether the automobile complained of is safe. If the Chief, or his representative, agrees that the car is unsafe, the car shall not be operated until restored to safe operating conditions or, if necessary, replaced. If the Chief finds that the car is safe, then he will express such opinion in writing and direct all officers to continue to operate the car.

ARTICLE XXV

SCHEDULES

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

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

C. The Employer shall have the right to change an Employee's scheduled shift hours on any day which is a scheduled working day for the Employee in order to provide necessary manpower coverage. In the event such change requires that an Employee report to work or remain on duty at a time or times when such hours are part of scheduled days off, the Employee will be paid at the rate of time and one-half for the hours worked which are scheduled time off.

D. Employees shall work the schedule commonly known as the "4-2" schedule, which will provide for a steady tour of duty without change for a period of six months. Tours will be selected by the officers on the basis of seniority and approved by the Chief of Police. Tour selections shall be made well in advance. The schedule will be Employed for all police officers with the

exception of current steady day officers and all detectives. Either party may unilaterally request termination of the schedule provided that there shall be no termination of the schedule before the completion and execution of a contract.

E. Squads shall be selected once a year.

ARTICLE XXVI

SAVINGS CLAUSE

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

ARTICLE XXVII

TABLE OF ORGANIZATION

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

ARTICLE XXVIII

CREDIT UNION

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

ARTICLE XXIX

CONTINUING POLICE EDUCATION

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

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

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

ARTICLE XXX

OUTSIDE EMPLOYMENT

I. POLICY

A. It should be understood by all Township of Montclair Police Officers that the Employee's position with the Township is to be considered their primary job. Nothing contained herein shall prevent an Employee from engaging in outside employment on off duty hours provided such employment does not conflict with the Employee's township duties or present a conflict of interest.

B. All Township of Montclair Employees are prohibited from using any Township of Montclair tools, equipment, supplies, personnel, or facilities in the production or manufacture of goods or in the provision of a service or services which result in a personal gain for the Employee, or his/her private business, monetary or to otherwise.

C. No Township of Montclair Employee acting on his or her own behalf, or on the behalf of a private business interest, personal or otherwise, shall enter into a contract or understanding with the Township of Montclair for the production or manufacture of goods or the provision of a service or services, if such contract or understanding presents a conflict of interest.

II. PROCEDURE

A. All Police Officers of the Township of Montclair shall report, in writing, to the Chief of Police, by January 31st of each year, any outside employment in which they are engaged. Said report shall set forth pertinent information concerning the type of

employment, the name and address of the Employer, and the hours of such employment.

B. The Chief will review all reports of outside employment and indicate his or her approval or disapproval of such outside employment. No outside employment shall be approved by the Chief if, in his or her judgment, there is a reasonable probability, that such outside employment will interfere with an Employee's performance, or compromise an Employee's position with the municipality through a conflict of interest.

C. The Chief shall deliver such outside employment reports and requests to the Township Manager along with his or her reason(s) for approval or denial. The Township Manager shall review such reports and requests and indicate his approval or disapproval by attaching his signature thereto.

D. The Township Manger will notify, in writing, any Employee who engaged in outside employment or private business, or who wishes to engage in outside employment or private business, which is determined to be inconsistent with the Township of Montclair policies or which presents a conflict of interest. Such Employee(s) will refrain from such outside employment or private business or be subject to disciplinary action.

E. In the event that an Employee has engaged in certain outside employment for a period of not less than one year, wherein no complaints have been registered concerning interference with said Employee's performance or compromise of said Employee's position, there shall exist a presumption that said outside

employment does not create an impermissible conflict of interest. In the event of a material change in an officer's job-related circumstances, the presumption stated above shall not foreclose a review by the Chief of the officer's report of outside employment and an indication by the Chief of his or her approval or disapproval of such outside employment based on the new set of circumstances.

F. Disputes as to decisions made under this Article shall be subject to the parties' grievance procedure, as set forth in Article XVI of the Collective Bargaining Agreement. The parties, however, will proceed directly to arbitration pursuant to Step 3 of the grievance procedure. The unsuccessful party shall be responsible for all arbitration fees.

ARTICLE XXXI

PHYSICAL ASSESSMENT/EXAMINATIONS OF EmployeeES

The Employer will provide written notice upon each Employee that a physical assessment/examination has been scheduled. Written notice must be provided to the Employee not less than two (2) weeks prior to the date of the assessment/examination. The written notice will set forth the date, time, location and the approximate duration of the examination, as well as reasonably sufficient detail of the assessments which will be performed. The notice will also include the identity of the individual(s) conducting the examination, as well as a statement setting forth their qualifications, degrees, etc. The Employee's personal physician will be given the opportunity to confer with the person(s) administering the examination to discuss the physical and/or limitations of the Employee.

During the administration of the examination, as well as travel to and from the examination facility (provided such travel is expeditious and without diversion), the Employee shall be deemed to be "on duty" during such time. The applicable workers compensation statutes will apply to an Employee while attending or participating in this physical examination if otherwise off duty.

The Employer will not request or demand that the Employee execute any form of waiver as a prerequisite to submitting to the examination or for any other reason. Following the examination, the results will be forwarded by the facility to the Township who will then distribute them to the Employee.

ARTICLE XXXII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIII

DURATION

A. This Agreement shall be in effect from the first day of January 1993 until the 31st day of December 1995, or the dates on which a substitute agreement is executed.

B. Collective negotiations for the 1996 Agreement shall commence in accordance with the Rules and Regulations of the Public Employment Relations Commission.

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

D. Employer will provide ten (10) copies of this contract to the S.O.A.. The Employer shall insure that one copy of this contract will be kept and maintained at Police Headquarters at all times.

E. Except as otherwise specified, all amounts to be paid by Employer under terms of this agreement must be paid not later than second pay period after the budget is formally adopted.

IN WITNESS WHEREOF the parties have hereto affixed their
signatures this day of , 1994.

ATTEST:

TOWNSHIP OF MONTCLAIR,
IN THE COUNTY OF ESSEX

JAMES E. BISHOP, Mayor

ATTEST:

MONTCLAIR SUPERIOR OFFICERS
ASSOCIATION, LOCAL NO. 53A

 , President

SCHEDULE A

SERGEANT		1/1/92	1/1/93	1/1/94	1/1/95	7/1/95
	1st Year	42,958	45,321	47,360	48,781	49,757
	2nd Year	44,958	47,431	49,565	51,052	52,073
LIEUTENANT						
	1st Year	47,560	50,176	52,434	54,007	55,087
	2nd Year	49,810	52,550	54,915	56,562	57,693
CAPTAIN						
	1st Year	52,524	55,413	57,907	59,644	60,837
	2nd Year	55,024	58,050	60,662	62,482	63,732

SCHEDULE B

VACATIONS

YEARS OF SERVICE

DAYS OF VACATION LEAVE

	<u>SERGEANTS</u>	<u>LIEUTENANTS</u>	<u>CAPTAINS</u>
After 3 years	15 days	16	17
From 4 through 5 years	16 days	17	18
From 6 through 9 years	17 days	18	19
From 11 through 11 years	18 days	19	20
From 12 through 13 years	19 days	20	21
From 14 through 17 years	20 days	21	22
From 18 through 19 years	21 days	22	23
From 20 through 21 years	22 days	23	24
From 22 through 24 years	23 days	24	25
From 25 years and over	26 days	27	28

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

Vacation leave shall be prorated during first and last year of service except as provided in Article VI, paragraph E.