

2058

COLLECTIVE AGREEMENT
BY AND BETWEEN
THE TOWNSHIP OF MONTGOMERY
AND
MONTGOMERY TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

EFFECTIVE JANUARY 1, 1993 THROUGH DECEMBER 31, 1994

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AGREEMENT

This Agreement made and entered into this ____ day of _____, 1994, by and between the Township of Montgomery, New Jersey, hereinafter referred to as "the Township" and the Superior Officers Association of Montgomery Township, hereinafter referred to as "the S.O.A."

ARTICLE I
RECOGNITION

Section 1

The Township recognizes the S.O.A. as the exclusive bargaining representative with respect to terms and conditions of employment only for all sworn full time Police Lieutenants. All other Police personnel are excluded.

Section 2

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

ARTICLE II

MANAGEMENT'S RIGHTS & RESPONSIBILITIES

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

ARTICLE III

NONDISCRIMINATION

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

ARTICLE IV

GRIEVANCE PROCEDURE

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

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

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

STEP 1: The grievant shall institute action under the provisions hereof in writing, signed, and delivered to the Chief of Police within ten (10) working days after he would reasonably be expected to know of the occurrence. Failure to act within ten (10) said days shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall render a decision, in writing, within ten (10) working days after receipt of the grievance.

STEP 2: In the event the Chief of Police fails to render a written decision within said ten (10) days or if satisfactory settlement has not been reached within said period, the grievant may, in writing, file his signed complaint with the Township Administrator

within ten (10) working days following the determination in STEP 1. The Township Administrator, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint. This decision shall be final in all cases except where a violation of this Agreement is alleged.

STEP 3: In the case of any alleged violation of this Agreement should the grievant be dissatisfied with the Township Administrator's decision, the grievant, with the approval of the S.O.A., shall have ten (10) working days in which to file a request for binding arbitration. The Arbitrator shall be chosen from a panel submitted by the Public Employment Relations Commission and selected in accordance with its procedure. However, no arbitration shall be scheduled sooner than thirty (30) days after the final decision of the Township Administrator. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasons and conclusions of the issues submitted. The decision will be final and binding on all parties. The cost for the services of the arbitrator shall be borne equally by the Township and the S.O.A. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be borne equally. Time limits under this Article may only be changed by mutual agreement of the parties in writing.

ARTICLE V

ACCESS TO PERSONNEL FILES

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

ARTICLE VI

SALARIESSection 1

Effective January 1, 1993, the base annual salary for Lieutenants shall be \$60,854.00. Effective January 1, 1994, the base annual salary for Lieutenants shall be \$65,388.00.

Section 2

An additional \$750.00 shall be added to the base salary of an employee who has been awarded an appropriate Masters Degree as approved by the Police Advisory Board.

ARTICLE VII

HOURS OF WORK AND OVERTIMESection 1

The parties contemplate that lieutenants shall not be regularly scheduled to work more than forty (40) hours per week or more than eight (8) hours in a work day, it being recognized that actual hours worked may exceed regularly scheduled hours due to the demands of the job.

Section 2

Lieutenants are not eligible for overtime compensation.

Section 3

Each Lieutenant shall receive a lump sum payment of \$1,500.00 in 1993. No such payments shall be made after 1993.

ARTICLE VIII

HOLIDAYS

The observance of holidays shall be in accordance with the Township's Personnel Policies.

ARTICLE IX

VACATIONSSection 1

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

1. In the calendar year in which the employee is hired one (1) day vacation for each month of completed service prior to July 1st up to a maximum of six (6) days.

2. Effective on January 1st of the calendar year following the year in which the employee is hired: one (1) day vacation for each month of completed service prior to July 1st up to a maximum of twelve (12) days. Should the employee leave the employ of the Township prior to July 1st of the year, pay for vacation days taken which exceed the number of months worked shall be deducted from his/her final paycheck.

3. Thereafter up through five (5) years of consecutive service: twelve (12) days.

4. Six (6) through fifteen (15) years of consecutive service: seventeen (17) days, beginning in the calendar year in which the sixth (6th) anniversary of employment occurs.

5. Sixteen (16) years or more of consecutive service: twenty (20) days beginning in the calendar year in which the sixteenth (16th) anniversary of employment occurs.

6. No employee shall be entitled to take a vacation until

the completion of six (6) months service.

Section 2

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

1. For vacation requests submitted by April 15th, seniority will be deciding criterion where conflicts exist in scheduling. Members will be advised of their approved vacation dates by April 30th.

2. For requests received after April 15th, vacation periods will be scheduled on first come/first serve basis. In each case, the member making the request will be informed of approval or nonapproval within fifteen (15) days.

3. To ensure that vacation is scheduled during the year, members shall submit requests no later than September 15th. Requests received after that date will be scheduled strictly at the convenience of the Department. Members will be advised of approved dates by September 30th.

Section 3

Except as provided in this section, no more than seven (7) days of any accrued vacation not taken may be carried over to the following year. Should a vacation period which was approved prior to October 1st be cancelled by the Chief of Police because of the press of Departmental business, the Chief shall permit such vacation time to be carried into the following year.

ARTICLE X

FUNERAL LEAVE

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

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

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

ARTICLE XI

SICK LEAVESection 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

ARTICLE XII

ADMINISTRATIVE PERSONAL LEAVESection 1

Employees covered under this Agreement shall be entitled to two (2) days of administrative personal leave of absence with pay in each calendar year. Such leave shall not accrue.

Section 2

Requests for administrative personal leave must be approved forty-eight (48) hours in advance by the Chief of Police. Such leave shall not be taken in conjunction with sick leave.

ARTICLE XIII
UNIFORM ALLOWANCE

Section 1

The Township agrees to furnish to all employees covered by this Agreement all normal operational uniforms and equipment. The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty except that of any uniforms that are damaged or destroyed due to negligence of the officer shall be repaired or replaced at the officer's own expense.

Section 2

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

ARTICLE XIV
IN SERVICE TRAINING

Section 1

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

ARTICLE XV

PENSION AND HEALTH BENEFITS

The Township agrees to continue all pension and health benefits in effect on January 1, 1993.

ARTICLE XVI

COMPREHENSIVE HEALTH BENEFIT PLAN

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

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

The maximum annual reimbursement for 1993 shall be \$700.00. Effective January 1, 1994 the maximum annual reimbursement shall be \$850.00.

Employees shall be allowed to carry over unused portions of their cafeteria plan allowance from year to year up to a maximum of \$1300.00 in their accounts at any one time.

ARTICLE XVII

LONG TERM DISABILITYSection 1

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

ARTICLE XVIII

DEFERRED COMPENSATION PLANSection 1

Eligible employees may participate in the Deferred Compensation Plan provided by the Township to the extent permissible by law and regulations.

Section 2

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

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

ARTICLE XIX

INSURANCE AND INDEMNIFICATION

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

ARTICLE XX

NO STRIKE PLEDGESection 1

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

Section 2

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

Section 3

The S.O.A. will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike,

work stoppage, slowdown, walkout or other job action against the Township.

Section 4

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

ARTICLE XXI

REDUCTION IN FORCE

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

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

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

2. Recall: Permanent full-time employees will be recalled to work in the reverse order within job classification in which they were layed off by the employer provided the employee has the necessary skills, qualification and ability for the work available.

Notice of recall will be made by telegram or certified mail to the employee's last home address on record. The employee must provide the Township with any address change while waiting for recall.

3. Within twenty-four (24) hours of receiving the notice of recall, the employee shall notify the Township if he/she intends to return to work, and shall actually return to work within fifteen (15) days after receipt of the notice of recall. Failure to respond as herein agreed shall result in loss of seniority, and the employee shall be considered to have voluntarily resigned.

4. No new employee shall be hired by the Township while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. An employee recalled to a classification with a lower salary rate than his previous classification may refuse such position and remain eligible for recall. Recall rights shall terminate twelve (12) months from the date of layoff.

ARTICLE XXII

TERM OF THE AGREEMENT

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15 day of Dec., 1994.

ATTEST:

Winnie Stransky
Township Clerk

Ben A. Kurov
Mayor

ATTEST:

Superior Officer's
Association of
Montgomery Township, New Jersey

Witness

Kenneth A. Chynoweth
Gregory M. Hark



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

PETER N. RAYNER
Township Administrator

June 15, 1992

Lt. Kenneth Chrusz
Montgomery Township Police Department
Municipal Building
Belle Mead, NJ 08502

RE: Use of Township Vehicles

Dear Lt. Chrusz,

This letter is meant to be an adjunct to the Agreement between Montgomery Township and the Superior Officers Association of Montgomery Township, dated June 15, 1992. It is agreed that until further notice during the term of the Agreement, you will have assigned to you vehicle B-2 for work related activities.

Work related activities are defined to include commuting to and from your place of residence. Work related activities are not defined to include use for personal reasons.

Yours sincerely,


Peter N. Rayner



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

PETER N. RAYNER
Township Administrator

June 15, 1992

Lt. Gregory Harkins
Montgomery Township Police Department
Municipal Building
Belle Mead, NJ 08502

RE: Use of Township Vehicles

Dear Lt. Harkins,

This letter is meant to be an adjunct to the Agreement between Montgomery Township and the Superior Officers Association of Montgomery Township, dated June 15, 1992. It is agreed that until further notice during the term of the Agreement, you will have assigned to you vehicle B-6 for work related activities.

Work related activities are defined to include commuting to and from your place of residence. Work related activities are not defined to include use for personal reasons.

Yours sincerely,


Peter N. Rayner