

Contract no. 1525

AGREEMENT

Between

THE BOROUGH OF MONTVALE

and

MONTVALE PBA LOCAL NO. 303

Effective January 1, 1992 through December 31, 1993

LAW OFFICES:

LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, New Jersey 07601

(201) 488-0880

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PREAMBLE

THIS AGREEMENT, made this 14th day of APRIL, 1992, by and between the **BOROUGH OF MONTVALE** a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Borough", and the **MONTVALE POLICEMEN'S BENEVOLENT ASSOCIATION**, hereinafter referred to as the "PBA".

WITNESSETH that, whereas, the Borough and the PBA recognize that it is mutually beneficial and desirable to continue their inter-relationship under the guidance of a written agreement in the nature of a management-employee relations contract;

NOW, THEREFORE, the Borough and the PBA agree as follows:

ARTICLE I

CONTINUATION OF AGREEMENT

1.01 The within Agreement shall be deemed to be effective January 1, 1992.

ARTICLE II

EMPLOYEES' BASIC RIGHTS

2.01 Pursuant to Chapter 303, Public Law, 1968, the Borough hereby agrees that every Police Officer shall have the right freely to organize, join and support the PBA and its affiliates for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by Statutes of the State of New Jersey.

ARTICLE III

RECOGNITION

3.01 The Borough hereby recognizes the Montvale Policemen's Benevolent Association and Employees as the sole and exclusive bargaining agent for all Police Officers including Detectives, Sergeants and Lieutenants, but excluding Captains and higher ranks employed by the Borough, for the purpose of collective bargaining negotiations with respect to rates of pay, wages, hours of work and conditions of employment.

3.02 The term "Police Officer" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

ARTICLE IV

RIGHTS OF THE PBA

4.01 The duly appointed representative of the PBA shall be authorized to discuss with the Chief any questions arising out of the terms of this Agreement and any grievance concerning the employment of any person who is covered by the terms of this Agreement. Such discussion shall not interfere with the ordinary Police duties of the representative and the Chief.

4.02 During negotiations, the PBA shall be represented by persons designated by it to act as its negotiating team. If any member or members of such team should be scheduled for duty during the time set for any negotiating session, one such member shall be excused with pay for the purpose of participating in such negotiating sessions, provided that a full compliment of the PBA negotiating team attend the negotiating session.

4.03 One member of the Montvale PBA who must be designated as either the President, Vice-President, Secretary or Delegate, if any, shall be excused from duty with pay, not to exceed four (4) hours, for attendance at the regular monthly meeting of the Local and such other special meetings as may be called by the President. With regard to such special meeting, the President shall give the Chief due and timely notice of same so appropriate arrangements may be made. There shall be no more than three (3) special meetings per year which qualify for excused time under this Section. The excused Police Officer shall return to duty immediately upon conclusion of said meeting.

ARTICLE V

EXCLUSIVITY OF REPRESENTATION

5.01 The Borough agrees that it will not enter into any agreement affecting the terms and conditions of employment of the categories of personnel covered by this Agreement except with the PBA recognized herein.

ARTICLE VI

DUES CHECK OFF

6.01 Upon presentation to the Borough of check off authorization cards signed by the individual Employees, the Borough shall deduct from the wages paid to each individual Employee the amount of such dues and other assessments as may be authorized within a reasonable period of time after receipt by the Borough of the check off authorization. The Borough will thereafter mail monthly payments to the authorized PBA representative upon presentation of a resolution from the said PBA. Except as provided herein, the Borough shall assume no responsibility for the maintenance and utilization of such funds.

ARTICLE VII

JOB SPECIFICATIONS

7.01 The job specifications as set forth in the Borough Police Ordinance in effect during the 1980-82 Agreement shall govern the activities of the Employees covered by this Collective Bargaining Agreement.

ARTICLE VIII

WORK SCHEDULE

8.01 The work schedule for all Employees covered by this Agreement shall be on the basis of four (4) work days followed by two (2) off duty days and continuing in this fashion, except those Employees regularly assigned to the Detective Bureau during the term of such assignment.

8.02 For purposes of this work schedule, the calendar is to be divided into seven (7) day work weeks.

8.03 The basic tour for a day shall consist of eight (8) hours.

8.04 Any day for which the Employee is entitled to receive a full day's pay is to be considered as eight (8) hours worked in the computation of a forty (40) hour week.

8.05 Work in excess of the Employee's basic work week or tour for a day as defined above is overtime which shall be paid at the rate of one and one-half (1 ½) the Employee's regular hourly rate for such excess hours worked.

8.06 For the purposes of determining the rate of overtime, an Employee shall receive an amount for each hour work equal to one and one-half (1 ½) times the Employee's basic annual pay rate, as published in the Salary Ordinance (excluding all benefits inclusive of, but not limited to, education incentive and longevity pay) divided by one thousand nine hundred sixty (1,960) hours.

8.07 The Employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payments to Employees covered by this Agreement. Ordinarily, shift changes shall only occur in cases where there are no other Employees available to work a particular tour.

8.08 The work schedule for Employees covered by this Agreement who shall be regularly assigned to the Detective Bureau shall be on the basis of five (5) work days followed by two (2) off duty days, five (5) work days followed by two (2) off duty days, four (4) work days followed by three (3) off duty days, and continuing in this fashion.

ARTICLE IX

PRIORITY FOR OVERTIME

9.01 Overtime for regularly schedule shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating Seniority Roster. Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the Seniority Roster aforementioned.

9.02 With regard to what is commonly known as "school details", it is agreed that the Borough will attempt to attain at least one (1) full time Employee of the Police Department to work said detail and will make an offer of such detail on the regular full time Employees on the basis of the rotating Seniority Roster referred to in the previous Section. The remainder of the personnel required for such detail may thereafter be comprised of Employees who are classified as special Police Officers.

9.03 Off duty Employees covered under the agreements herein before mentioned on school details are to be paid at the rate of regular time for the duration of such detail notwithstanding anything heretofore agreed upon to the contrary.

9.04 With regard to all Police services contracted for by a non-governmental agency, an off duty Employee shall receive pay at the rate of time and one-half (1 ½) for all services performed with regard thereto.

ARTICLE X

SALARIES AND DETECTIVE INCREMENT

10.01 The base annual salaries shall be as set forth on **Schedule A** annexed.

10.02 Members of the Montvale Police Department who shall be temporarily assigned to the Detective Bureau by the Chief of Police by and with the consent of the Governing Body and who shall serve continuously in the Bureau for a period of at least six (6) months shall be entitled to a per annum stipend of One Thousand (\$1,000.00) Dollars, to be paid retroactive and during the term of such service pro rata for the period of such assignment. The payment herein specified shall be increased to One Thousand One Hundred (\$1,100.00) Dollars and One Thousand One Hundred Fifty (\$1,150.00) Dollars for the calendar years 1990 and 1991, respectively. It is understood that those Officers who shall be temporarily assigned to the Detective Bureau for a period of less than six (6) months shall, notwithstanding they are not entitled to any portion of the stipend herein provided for, nevertheless be entitled to the payment of overtime which otherwise might be due other members of the Department covered by this Agreement.

10.03 The annual Detective increment shall be as \$1,150.00.

ARTICLE XI

LONGEVITY

11.01 In addition to the salaries and other benefits provided for elsewhere in this Agreement, it is agreed that each Employee shall be paid an annual longevity increment pursuant to the following schedule:

After four (4) years	1%
After six (6) years	2%
After eight (8) years	3%
After ten (10) years	4%
After twelve (12) years	5%
After fourteen (14) years	6%
After sixteen (16) years	7%
After eighteen (18) years	8%

11.02 Prior practices as to the form of payment of longevity shall continue.

ARTICLE XII

COURT TIME

12.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other Courts or Administrative Bodies.

12.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half.

12.03. When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled. Provided, however, that such travel time shall be computed between the Borough of Montvale and the pertinent Court or Administrative Body, except that there shall be no overtime computation, or payment for travel time when the pertinent Court or Administrative Body is within five (5) miles of the Borough of Montvale.

12.04 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time to and from the Borough of Montvale, provided however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours overtime pay.

ARTICLE XIII

EDUCATION INCENTIVE

13.01 Each Employee covered by this Agreement with a degree in Police Science, Criminal Justice, Police Safety or other substantially similar programs of study in those areas shall, upon proper notification and proof to the Borough, receive an annual educational incentive increment, in addition to all other wages and benefits, pursuant to the following chart:

Associate Degree	\$1,300.00
Bachelor Degree	\$1,800.00
Master Degree	\$1,950.00

13.02 Any Employee who shall become entitled to receive an increment under this Article may elect to receive the amount of his yearly increment in a lump sum after time served or on a monthly basis.

13.03 No Officer hired after January 1, 1980, shall be entitled to any educational incentive increment provided in this Article until the commencement of that Officer's fourth year of service and thereafter.

13.04 The Borough shall provide an in-service training program incentive for all Employees covered by this Agreement as follows:

(A) For each thirty-five (35) hours of approved in-service training at an accredited school or seminar -- such school or seminar being recognized by the membership as approved or accredited, i.e., Bergen County Police Academy, New Jersey State Police Academy, Bergen County Sheriff's Seminar, etc. -- any member shall receive four (4) credit hours, to be paid at the rate of Fifteen Dollars (\$15.00) per credit, upon presentation of a certificate of satisfactory completion of the approved or accredited course.

(B) Employees hired after January 1, 1980, shall be entitled to the same program as is provided in **(A)** above, however such after hired Employee's entitlement shall not be allowed to exceed Four Hundred and Twenty Dollars (\$420.00) per year and further such after hired Employees shall not be allowed to take any monies under this program until after commencement of their fourth (4th) year of service.

(C) Employees receiving education incentive increments as provided in **Paragraph 13.01** above shall not be permitted to also collect any money under this in-service training program incentive.

13.05 All increments under this **Article**, both educational incentive and in-service training program incentive, are annual increments and shall be paid to the entitled Officer each year for the balance of his career.

ARTICLE XIV

UNIFORM ALLOWANCE

14.01 Members of the PBA, including those members who may be in plain clothes, shall receive an annual allowance for the purpose of purchase and maintenance of uniforms. It is agreed that payments will be made upon presentation to the Chief of any voucher arising under this Article.

14.02 Annual entitlements shall be Five Hundred Fifty Dollars (\$550.00).

ARTICLE XV

VACATIONS

15.01 The vacation period shall commence January 1st and continue until December 31st of each year. Each Employee covered under this Agreement shall be allowed vacation time at his full regular salary in accordance with the following schedule:

15.02 Full time Patrolmen and Superior Offices of the Police Department whose length of service is:

- | | |
|---------------------------------|-------------------------|
| (A) Up to six months | None |
| (B) Six months to one year | Four working days |
| (C) One year to two years | Eight working days |
| (D) Two years to five years | Fourteen working days |
| (E) Five years to ten years | Eighteen working days |
| (F) Ten years to fifteen years | Twenty working days |
| (G) Fifteen years to retirement | Twenty-two working days |

15.03 Superior Officers of the Police Department having more than twenty (20) years of service:

- | | |
|---------------------------|--------------------------|
| (A) Sergeants of Police | Twenty-four working days |
| (B) Lieutenants of Police | Twenty-six working days |

15.04 Vacations for the Employees covered under this Agreement shall be scheduled in a uniform manner with preference in accordance with seniority, to the extent that same is consistent with the efficient and effective operation of the Department.

15.05 An Employee need not take all of his vacation entitlement consecutively. He may elect to split his vacation time, provided such split is in whole day allocations. For the purpose of seniority preference in the selection of vacation periods, the selection by any member of a vacation of more than four (4) days shall constitute his exercise of his seniority preference.

15.06 The vacation schedule for all personnel shall be prepared as soon as possible after the beginning of the calendar year and shall be posted conspicuously at Police Headquarters.

15.07 Except in the event of a public emergency requiring the actual full mobilization of the Borough Police Department, an Employee covered under this Agreement shall not be recalled to duty during his regularly assigned vacation period.

15.08 When an Employee covered under this Agreement has incurred expense in excess of Twenty-Five Dollars (\$25.00) in connection with his assigned vacation, he shall not be recalled during such vacation period unless the Borough shall reimburse him for the actual provable transportation and other costs as a result of such recall.

15.09 Any Employee covered under this Agreement who incurs an illness or injury while on vacation which requires in-patient hospitalization such Employee may utilize sick leave for the duration of such illness or injury and have his vacation time adjusted, provided proof of such in-patient hospitalization and a doctor's certificate shall be presented to the Chief.

15.10 No Employee shall take more than sixteen (16) consecutive working days as vacation except upon prior special approval of the Chief of Police.

ARTICLE XVI

HOLIDAYS

16.01 Each Employee covered under this Agreement, in addition to his regular wages and other benefits, shall receive as paid holidays, the twelve (12) days set forth in the existing Borough Ordinance. Each Employee may elect to take the twelve (12) paid holidays off with pay or he may work any six (6) days of said holidays and receive a regular day's pay for each such holiday worked in addition to all other remuneration earned by virtue of work actually performed on such day.

16.02 **Additional Holidays.** In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the President of the United States or by the Governor of the State of New Jersey and any other holiday declared by the Mayor for any other Borough employees.

ARTICLE XVII

PERSONAL LEAVE TIME

17.01 Each Employee covered under this Agreement shall be entitled to two (2) days per calendar year during which time he may absent himself from duty for the purpose of taking care of and providing for his business affairs, family affairs and to his personal problems. Such leave shall be considered personal days and shall be considered separate and apart from any authorized absence covered by any other Article of this Agreement.

17.02 The personal leave time provided for in this Article may not be accumulated from year to year. There will be no more than two (2) such days in any calendar year.

17.03 The personal leave time granted in this Article may be utilized only after prior notification and approval by the Chief of Police. In seeking such approval, the Employee shall not be obligated to disclose the reason for requesting such personal time.

17.04 A denial of an application for personal time under this Section by the Chief shall only be made for sufficient cause and any such denial may become the subject of a Grievance Procedure under this Agreement.

17.05 Personal leave time under this Article shall be granted in units of not less than four (4) hours of each occasion.

ARTICLE XVIII

FUNERAL LEAVE

18.01 In the event of the death of a spouse, child, step-child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, or spouse's grandparent or great-grandparent, or other member of the Employee's family who resides in the Employee's home, the said Employee shall be entitled to continuous absence, not exceeding four (4) days, with pay.

18.02 Such funeral leave shall not be charged against the Employee's vacation or sick leave.

18.03 Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

18.04 In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

ARTICLE XIX

SICK LEAVE

19.01 Each Employee covered under this Agreement shall be entitled to fourteen (14) paid sick days per calendar year, and which shall apply to minor illnesses and the first week of any long-term illness. Any unused sick time which exists at the end of a calendar year shall be converted into an equal number of days in each respective Employee's terminal leave bank pursuant to **Article XXII**.

19.02 In the event of a long-term illness or incapacitation of any Employee covered under this Agreement, such Employee shall be retained on the payroll at full salary for a continuous period of six (6) months (twenty-six (26) weeks) during the continuance of said illness or incapacitation.

19.03 After the expiration of the said six (6) month period, the Mayor and Council shall review the case on an individual consideration basis for the purpose of deciding whether such sick leave benefits should be continued, discontinued or modified, or whether such Employee should be recommended for disability retirement.

19.04 In each and every instance of absence from duty due to sickness or injury, the Employee will be responsible for timely notification to the Borough Police Department of such absence and the reason therefor.

19.05 Notification as required in the foregoing Section of this Article, shall, wherever possible, be given no later than one (1) hour prior to the said Employee's normal time for reporting to duty.

19.06 a. In the event that any Employee is absent from duty on account of sickness or injury for more than two (2) consecutive work days, the Chief of Police may

require such Employee to submit a physician's certificate establishing the validity of said absence.

b. The Borough shall also maintain the right, in such instance as provided for in Section 19.06a, to require an examination of the Employee by a physician of the Borough's choice and at Borough expense and shall have the right to review the physician's findings.

19.07 The failure of any Employee to adhere to the requirements set forth in this Article, or any abuse or sick leave privileges granted by this Article shall be cause for disciplinary action.

ARTICLE XX

WORK INCURRED INJURY

20.01 Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid to the Borough.

20.02 Notwithstanding the foregoing provisions, if an Employee covered under this Agreement has suffered a work-connected injury or disability, and such Employee has completed five (5) years of service with the Borough, the Borough with medical advice, may apply for a disability pension for the Employee within one (1) year from the date of such injury or disability.

20.03 Any time an Employee performs a duty or function which he has been ordered to perform in the line of duty, or one traditionally performed by Employees governed by this Agreement, or one incidental thereto, and are injured as a result thereof, it shall be construed by the parties as one which arises out of and in the course of the Employee's employment for Workers' Compensation and for pension benefits pursuant to appropriate statute.

20.04 Any action taken by a member of the force on his time off, which would have been taken by an Officer on active duty if present or available, provided such Officer exercises diligence, prudence and the standard of care to be expected of an Officer on active duty, shall be considered Police action and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty. Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty Police Officers, the Employer agrees to pay such

Employees an additional sum to be added to the regular and periodic payments the Employee receive in the following amount: "One Dollar (\$1.00) per year for off-duty time."

ARTICLE XXI

LEAVE OF ABSENCE

21.01 Subject to the approval of the Governing Body a leave of absence without pay of up to one year's duration may be granted to any Employee covered under this Agreement.

ARTICLE XXII

TERMINAL LEAVE

22.01 A terminal leave program shall be implemented as follows: One half of all unused sick days in any year shall be deposited in a terminal leave bank to a maximum of seventy (70) working days. Upon retirement, Officers will be entitled to time off with full compensation and benefits commensurate with the total number of days accumulated.

ARTICLE XXIII

FUNERAL SERVICES

23.01 In the event that a fellow Police Officer anywhere in the State of New Jersey is killed in the line of duty, the Borough will permit at least two (2) off-duty Police Officers of the Borough to participate in funeral services for the deceased fellow Officer.

23.02 Subject to the availability of a Borough vehicle, the Borough will permit such a vehicle to be utilized by such participants in the funeral services.

23.03 The participating Officers shall not be entitled to any compensation during the time which they are participating in said funeral services. This program shall be administered by the Chief of Police.

ARTICLE XXIV

INSURANCE

24.01 The Borough will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

ARTICLE XXV

MEDICAL COVERAGE - DENTAL, PRESCRIPTION, OPTICAL

25.01 The Borough shall pay for and provide for hospitalization coverage, medical/surgical and major medical coverage as provided under the New Jersey State Health Benefits Plan consistent with the existing coverages issued by the Borough. The Borough shall have the right to change insurance providers as long as equivalent provisions are provided. All such policies shall include the Employee, his spouse and children of his household.

25.02 The Employer shall provide a full family prescription plan (current value Bollinger \$1.00 co-pay plan).

25.03 The Employer shall provide a full family dental plan to include an 80/20 co-payment plan with orthodontic rider of maximum \$500.00 per family member.

25.04 The Borough will provide a self-insured vision care plan for all Employees covered under this Agreement and the Employee's dependents as qualified for coverage under the New Jersey Health Benefits Program. The plan benefit limits shall be Three Hundred (\$300.00) Dollars per year for the Employee and eligible dependents. Only claims incurred and submitted during the calendar year, prior to each December 15 shall be eligible for payment.

The following purposes shall qualify for reimbursement under this vision care plan up to the plan benefit limits:

1. **Vision Examination** - A complete vision examination may include, but is not limited to visual acuity at twenty (20) feet for each eye and for both eyes, visual acuity at sixteen (16) inches for each eye and for both eyes, cover test at twenty (20) feet and sixty (60) inches, pupillary reflexes, test of eye movements, ophthalmoscopy, retinoscopy, refraction, coordination

measurements - far and near, and additional tests indicated such as tonometry, visual fields, biomicroscopy, color vision, depth perception, etc.

2. Lenses - When a correction is prescribed by the doctor, the plan includes the necessary materials and professional services connected with ordering, fitting and adjusting of those materials.

(a) Spectacle Lenses - The plan will pay for any necessary lenses including single vision, bifocal, trifocal, or other more complex lenses necessary for the Employee's visual welfare.

(b) Contact Lenses - The plan will pay for contact lenses if required. Contact lenses may be obtained for "elective" reasons.

3. Frames - The plan will pay for the selection of frames up to the limit of cost of frames of One Hundred (\$100.00) Dollars per year. The Employee may select frames that exceed the limit, however, will not be reimbursed for the additional cost.

The vision care plan will provide reimbursement to the Employee upon submission of forms prescribed by the Borough together with an original invoice for the services or materials. Payment will be made on the purchase order/voucher form provided by the Borough in accordance with the regular payment process established by the Borough. Reimbursement shall only be made in the name of the Employee covered under this Agreement.

25.05 If the Employer desires to change insurance coverage provided for in **Section 25.01**, the Employer shall negotiate to resolution with the PBA prior to the implementation of change in coverage.

25.06 The Employer guarantees that any and all information, medical or otherwise, which is developed on or behalf of an Employee covered under the plan shall be held in complete and strict confidence and made available to licensed medical personnel for treatment purposes only, except as provided in **Section 19.06b**.

ARTICLE XXVI

LIFE INSURANCE

26.01 The Borough will provide at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount of Fifteen Thousand (\$15,000.00) Dollar per Employee.

ARTICLE XXVII

PHYSICAL EXAMINATION

27.01 The Borough shall have the right to require an annual physical examination of each Employee. The Borough shall select the physician to perform said examination and shall be obligated to pay the full cost of same.

ARTICLE XXVIII

UNIFORM REGULATIONS

28.01 While the parties agree that a full and complete uniform and the use thereof by the Employee is conducive to the deterrent effect of the Police Department, the parties agree that the use of the Police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the Employee. The parties, therefore, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

ARTICLE XXIX

UNIFORMS AND PERSONAL EQUIPMENT

29.01 An Employee's uniform, or personal equipment required by him in his capacity as a Police Officer, which may be damaged beyond repair during the course of his employment, shall be replaced at the expense of the Borough. Any such payments made under this Article shall be in addition to the Employee's annual clothing allowance previously referred to in this Agreement.

ARTICLE XXX

POLICE VEHICLES

30.01 All Police vehicles purchased after the execution of this Agreement shall have the same or similar equipment as those vehicles purchased by the Borough within the three (3) years immediately preceding this Agreement, and the Borough will make every effort to keep such equipment in a good state of repair.

ARTICLE XXXI

TRAFFIC BREAK

31.01 In the interest of obtaining an effective and efficient traffic control system, the parties agree that an Officer who is assigned to direct traffic on any street in the Borough may require rest breaks. In furtherance thereof, the parties agree that any such Officer directing traffic shall be entitled to an hourly rest break during his traffic detail of fifteen (15) minutes to be utilized at the Officer's discretion and in such a manner as to perpetuate the high standard and image of the Montvale Police Department.

ARTICLE XXXII

USE OF POLICE VEHICLE

32.01 Subject to the availability of a Police vehicle, the Employees will be provided same while engaged in Police business, the Employee will provide his own transportation and will be compensated by the Borough for the use of same at the rate of twenty-five cents (\$.25) per mile. The Borough further agrees that all appropriate insurance coverage shall be applicable to the Employee while he is using his own vehicle or providing his own transportation on Police business.

ARTICLE XXXIII

GRIEVANCE PROCEDURES

33.01 The purpose of the Grievance Procedure set forth herein shall be to settle all grievances between the Borough and the PBA and Employees as quickly as possible, so as to insure efficiency and promote Employee's morale.

33.02 A grievance is defined as any disagreement between the Borough and the Employees, of the PBA, involving the interpretation or application of a regulation, rule, condition of employment, violation of agreement or suspension.

33.03 All grievances shall be processed as follows: The grievance shall be reduced to writing by the grievant and submitted to the Chief within thirty (30) calendar days of its occurrences. The Chief shall reply to such grievance, in writing, within five (5) calendar days of its submission to him. A copy of his reply to any Employee's grievance shall be directed to the PBA.

33.04 If a grievance is not settled through **Step 1**, above, the same shall be reduced to writing by the PBA or Employee concerned, and submitted to the Administrator within ten (10) calendar days. The Administrator shall reply to such grievance, in writing, within seven (7) calendar days of its submission to him. A copy of his reply to any Employee's grievance shall be directed to the PBA.

33.05 If a grievance is not settled by proceeding through **Steps 1 and 2** above, then the PBA or Employee shall have the right to submit such grievance in writing to the Mayor and Council or the Borough within ten (10) calendar days. The Borough Clerk may be used as the agent of the Mayor and Council for receipt of the grievance. A written answer to said grievance shall be served upon the PBA or upon the Employee concerned with a copy to the PBA within seven (7) calendar days after submission to the Mayor and Council.

33.06 Arbitration

- (1) If no satisfactory resolution of the grievance is reached at Step Three, then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding. The expense of such arbitration shall be borne equally by the parties.**

- (2) Employees covered by this Agreement shall have the right to process their own grievances, with or without a PBA representative.**

- (3) Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.**

- (4) A failure to respond within the time limits provided at any step shall be deemed a denial of the grievance at that step. A failure to proceed with a grievance shall be deemed an acceptance of the result at the last step.**

- (5) The Arbitrator shall be bound by the provisions of this Agreement and 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 binding.**

ARTICLE XXXIV

RETENTION OF BENEFITS

34.01 The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the Montvale Police Department not covered by this Agreement, shall be maintained at not less than the existing standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

34.02 Burden of proof relating to benefits and conditions of employment shall lie with the PBA.

ARTICLE XXXV

NEGOTIATION OF CHANGES

35.01 It is agreed that any proposed new rules or modifications of existing rules concerning working conditions and conditions of employment shall be negotiated in good faith with the PBA before they are established by the Borough.

ARTICLE XXXVI

APPLICABILITY OF STATE LAW

36.01 The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State Laws.

ARTICLE XXXVII

IN-SERVICE TRAINING

37.01 Each Employee covered under this Agreement who shall have at least two (2) years of service with the Borough shall attend one in-service training school every two (2) calendar years. Provided, however, that the said in-service training school shall be in Bergen County, or elsewhere in the State if approved by the New Jersey State Training Commission. Attendance at other schools or courses shall be subject to the approval of the Governing Body. As such courses shall not exceed two (2) weeks duration.

37.02 The said in-service training school shall be chosen by the Employee, subject to approval by the Chief, to achieve diversification of skills within the Department. Preference for the attendance of such courses will be based upon seniority where such preference is deemed by the Chief as beneficial for the furtherance of the purposes for which in-service training is to be encouraged. Training which is conducted by members of the Department or others designated by the Chief of Police on an in-house basis shall not be considered in-service training such as will qualify the Employee for a pay increment. Compensation for such training shall be pursuant to past practice.

37.03 Each Employee attending such training school shall be reimbursed by the Borough for expenses incurred in connection with such attendance at the rate of Five Dollars (\$5.00) per day, in addition to automobile expense reimbursement at the rate of twenty-five cents (\$.25) cents per mile computed from the Borough of Montvale to and from the course if the personal vehicle of the Employee is used for transportation.

37.04 Where tuition and fees are required for such in-service training course, the cost will be borne by the Borough.

37.05 The Chief shall have the right to regulate the number of men to attend a particular course at any given time.

ARTICLE XXXVIII

TRAVEL AND MEAL ALLOWANCE

38.01 When an Employee is required to be out of the Borough of Montvale on required Municipal Business and no Municipal Vehicle is provided for such travel, then the Employee shall be compensated at the rate of twenty-five cents (\$.25) per mile as payment for his personal transportation in addition to tolls and parking fees.

38.02 When such out-of-town activity encompasses a regular meal period, the Employee shall be repaid for his meal expenses, not to exceed Seven Dollars (\$7.00) per meal.

38.03 The above clause shall not apply to matters involving the PBA before PERC or its successor unless an Employee is requested, subpoenaed or ordered to appear by the Governing Body.

ARTICLE XXXIX

BULLETIN BOARD

39.01 The Borough will provide a bulletin board for the use of the PBA, and shall only be used for the posting of notices and bulletins pertaining to the business of the PBA and for announcements, which board shall be located at the Police Headquarters and at a place to be designated by the Employer.

ARTICLE XL

RIGHTS OF EMPLOYEES

40.01 Members of the Montvale Police Department hold a unique status as Police Officers in that the nature of their offices and employment involves the exercise of a portion of the Police power of the Borough of Montvale.

40.02 The security of the community depends to a great extent on the manner in which the Police Officers perform their duties. Their employment is thus the nature of a public trust.

40.03 The cognizance and control of the government, administration, disposition and discipline of the Department is the responsibility of the Borough and the Chief of Police.

40.04 In administering the Department, the Borough appoints numerous superiors to exercise various powers of command over subordinates. In addition, they have promulgated various rules and procedures to guide members of the force in the performance of their duties.

40.05 The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline without in any way impairing the rights and obligations of the municipality and the Chief of Police, the following guidelines are promulgated.

40.06 In all cases where an Officer is expressly threatened with disciplinary action or suspension resulting from his performance or non-performance in the line of duty, he

shall upon being so advised, have the right to consult with counsel or anyone else prior to being questioned by his Superior Officer provided that the interrogation is not unduly delayed. In such case the interrogation may not be postponed beyond 10:00 A.M. of the day following notification of the interrogation.

40.07 The aforementioned guidelines will be observed by Superior Officers who shall include only the Chief and Captain of Police. In the event a Superior Officer who is subordinate to the Chief and Captain of Police shall desire to interrogate another Officer under the conditions herein described, the Officer to be interrogated may request as a condition precedent to questioning that the Chief or Captain of Police be advised as to the interrogation. Where such a request is made, the Chief or Captain of Police shall require that the interrogator allow for consultation as herein otherwise provided should such be the further request of the person to be interrogated.

40.08 The rights provided for herein are intended to prevent the Officer to be interrogated from being subject to disciplinary actions by reasons of his failure to answer questions of a Superior Officer until his right to consultation herein provided for has been afforded, provided consultation is requested. This provision is not intended nor shall it be invoked to frustrate the every day operation of the Police Department or to provide a defense to a departmental charge other than a failure to respond to questioning.

ARTICLE XLI

NO STRIKE PLEDGE

41.01 It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

41.02 The PBA covenants and agrees that during the term of this Agreement neither the PBA 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 an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performances of the Employee's duties of employment), against the Borough.

41.03 The PBA agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. Nothing in this Agreement shall be construed as limiting any right to injunctive relief which the Employer may have at law or equity.

ARTICLE XLII

POLICE DEPARTMENT SAFETY

42.01 The parties hereby agree to establish a health and safety committee with advisory jurisdiction over all matters of health and safety of members of the Borough of Montvale Police force. Such jurisdiction of this committee shall include, but not be limited, by the following:

- 1. Police Department personal equipment**
- 2. Police Department vehicles**
- 3. Protective equipment**
- 4. Weapons**
- 5. Procedures**
- 6. Numbers of personnel required to accomplish specific tasks**
- 7. Departmental facilities**
- 8. Police Officer, prisoner and public safety**
- 9. Any other related matters.**

42.02 Said committee shall be comprised of an equal number of Borough representatives and PBA representatives. Said committee shall meet not less than once every two (2) months at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

ARTICLE XLIII

SAFETY AND HEALTH

43.01 The Employer shall at all times maintain working conditions to insure maximum safety for all Employees. Present equipment and working conditions are recognized by both parties as being safe and adequate.

ARTICLE XLIV

NON-DISCRIMINATION

44.01 There shall be no discrimination by the Borough or the PBA against any Employee because of the Employee's membership or non-membership in the PBA. Neither the Borough nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex or national origin.

ARTICLE XLV

MANAGEMENT RIGHTS

45.01 The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.

ARTICLE XLVI

PERSONNEL FILES

46.01 A single separate personal history file should be established and maintained for each Employee covered by this Agreement. Personal history files are confidential records and shall be maintained confidentially.

46.02 Any member of the Police Department may by appointment review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative, who shall be present during the review.

46.03 Whenever a written complaint concerning an Officer 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.

46.04 All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

ARTICLE XLVII

AGENCY SHOP

47.01 Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall pay a representation fee to the Union.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. Upon written demand and notice from the Union as to the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for the membership year, the Borough shall deduct the representation fee from pay checks paid to each non-member Employee during the calendar year. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement with the Union and the Employer.

47.02 The PBA agrees to establish and maintain a "demand and return" system whereby Employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that Employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the

Employee to the Review Board established for such purposes by the Governor in accordance with N.J.S.A. 34:134A-5.4, as amended.

47.03 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

ARTICLE XLVIII

SEVERABILITY OF PROVISIONS

48.01 If any provision of this Agreement shall be found to be illegal, this shall not affect the remainder of the Agreement which shall remain in full force and effect.

ARTICLE XLIX

LENGTH OF AGREEMENT

49.01 This Agreement shall be in effect as of January 1, 1992, and shall terminate on December 31, 1993. All benefits hereunder shall be effective to January 1, 1992, unless otherwise specified.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year written aforesaid.

ATTEST:

BOROUGH OF MONTVALE

Margaret D. Della

BY: [Signature]

ATTEST:

MONTVALE POLICEMEN'S
BENEVOLENT ASSOCIATION

[Signature]

BY: [Signature]

SCHEDULE "A"

BASE WAGES

	<u>Effective</u> <u>01/01/92</u>	<u>Effective</u> <u>01/01/93</u>
(A) Patrolman		
0-6 mos.	\$25,706	\$27,505
6 mos.-1 yr.	32,049	34,292
1-2 years	38,948	41,674
2-3 years	43,121	46,139
3-4 years	48,240	51,617
(B) Sergeant	52,190	55,844
(C) Lieutenant	56,085	60,011
(D) Juvenile Officer - additional per annum \$400.00		
Assistant Juvenile Officer - additional per annum \$350.00		

None of the aforesaid annual salaries of additional payment or the detective additional payment described in **Article 10.02** shall include overtime for any of the Employees covered herein.