

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 47-2021**

**RE: A Resolution Authorizing the Execution of a Collectively-Negotiated Agreement with Montvale PBA Local 303**

**WHEREAS**, the Borough of Montvale had previously entered into a series of collectively-negotiated agreements with Montvale PBA Local 303 (the "PBA") covering the terms and conditions of employment of the members of the PBA; and

**WHEREAS**, the most recent agreement covered a period ending December 31, 2020; and

**WHEREAS**, the parties have engaged in collective negotiations for the purpose of agreeing upon a new agreement; and

**WHEREAS**, the parties have reached a mutual agreement on the terms of a new agreement, a copy of which is on file with the Borough Clerk and which shall be available upon approval of same by the Governing Body (the "PBA Agreement"); and

**WHEREAS**, it has been represented to the Borough that the PBA has voted to ratify the terms set forth in the PBA Agreement.

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Montvale that the terms of the PBA Agreement on file with the Borough Clerk are hereby approved; and

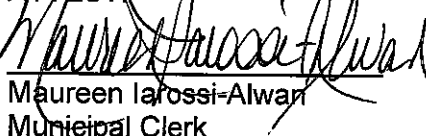
**BE IT FURTHER RESOLVED** that the PBA Agreement shall be deemed effective from January 1, 2021, through December 31, 2026, or until a successor agreement is agreed upon; and

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized to execute the PBA Agreement in substantially the form on file with the Borough Clerk.

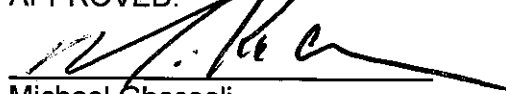
Councilmember	Motion	Secnd	Yes	No	Absent	Abstain	No Vote
Arendacs		✓	✓				
Curry			✓				
Koelling			✓				
Lane	✓		✓				
Roche			✓				
Russo-Vogelsang			✓				

**Adopted: January 12, 2021**

ATTEST:

  
Maureen LaRossa-Alwan  
Municipal Clerk

APPROVED:

  
Michael Ghassali  
Mayor

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF MONTVALE

AND

MONTVALE PBA LOCAL 303

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Effective January 1, 2021 through December 31, 2026

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Prepared by: **BOGGIA BOGGIA BETESH & VOYTUS, LLC**  
71 Mt. Vernon Street  
Ridgefield Park, New Jersey 07660

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**ARTICLE I - CONTINUATION OF AGREEMENT**

1.01 The within agreement shall be deemed to be effective January 1, 2021.

## **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 Police 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 meetings, 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 As a result of the Borough's adoption of the Pitman Schedule, the work schedule for all employees in the Patrol Division shall be as set forth in Article 54, Pitman Schedule. The work schedule for non-Pitman employees (the "5-2" schedule) is set forth below. The "5-2" work schedule shall be on the basis of five (5) work days followed by two (2) off duty days and continuing in this fashion.

8.02 For purposes of this "5-2" work schedule, the calendar is to be divided into seven (7) day work weeks.

8.03 The basic tour for a "5-2" work 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 in the "5-2" schedule.

8.05 Work in excess of the Employee's basic work week or tour for a day (whether on the Pitman schedule as defined in Article 54 or the "5-2" schedule 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 purpose of determining an Employee's overtime rate, consistent with the prescriptions of the Fair Labor Standards Act, an Employee shall receive an amount for each hour worked equal to one and one-half (1 ½) times the Employee's basic annual pay rate, as set forth in the collective Bargaining Agreement, as increased (where applicable) by the Employee's longevity pay, educational incentive increment, Detective stipend or any other stipends referred to in the Collective Bargaining Agreement. This adjusted annual pay rate shall thereafter be divided by 1,960 hours in order to establish the appropriate overtime rate.

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 not 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, Traffic Officer or other detail or assignment on a "5-2" schedule shall be on the basis of five (5) work days followed by two (2) off duty days. All Employees working a "5-2" schedule shall receive 130 Kelly hours annually, to be used at the Employee's discretion within the calendar year and which may not be carried forward to following years or cashed out.

## ARTICLE IX - PRIORITY FOR OVERTIME

9.01 Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department covered under this collective bargaining agreement first, in an order of preference based upon a totality of hours worked on an annual basis. Discrepancies will be settled by seniority order. This order of preference shall hereinafter be referred to as the "overtime list." Such overtime will be offered to persons other than those aforementioned only after it has first been refused by each member on the overtime list.

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 to the regular full-time Employees as per the overtime list. 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 time and one-half for the duration of such detail.

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, with a minimum of four (4) hours of pay for any given detail. The vendor must provide at least two (2) hours notice of cancellation prior to the start of any scheduled detail or will incur the minimum four (4) hour charge noted above.

9.05 *Minimal call-out* – Any Employee requested or ordered to perform a function for the Borough, which is conducted while off-duty, not including Court, will be paid at the rate of time and one-half (1 ½) and the Employee's entitlement to work overtime under this Article shall not be less than two (2) hours of pay. Effective January 1, 2021, the minimum call-out time for a requested function that commences between 10:00 p.m. and 5:00 a.m. shall be four (4) hours.

## 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 Three Thousand Five Hundred Dollars (\$3,500.00), to be paid retroactive and during the term of such service pro rata for the period of such assignment. 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. An officer reassigned back into the Detective Bureau shall be entitled to the full stipend upon the first date of their reassignment. The annual stipend for the Detective Bureau shall increase during the term of this Agreement as follows:

Commencing January 1, 2022: \$4,000.00

Commencing January 1, 2023: \$4,500.00

Commencing January 1, 2024: \$5,000.00

Commencing January 1, 2025: \$5,500.00

10.03 Any officer assigned as the "Juvenile Officer" shall receive an additional per annum stipend of \$400.00. Any officer assigned as the "Assistant Juvenile Officer" shall receive an additional per annum stipend of \$350.00.

10.04 PBA Local 303 agrees to the implementation of a twice monthly pay period (24 annually) to be paid on the fifteenth (15<sup>th</sup>) and the last day of every month. Should the pay-day fall on a weekend (Saturday or Sunday), the pay-day shall be the last working day prior to the aforementioned weekend.

## 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:

### Officers hired before January 01, 2006

Beginning of Year 5	1%
Beginning of Year 7	2%
Beginning of Year 9	3%
Beginning of Year 11	4%
Beginning of Year 13	5%
Beginning of Year 15	6%
Beginning of Year 17	7%
Beginning of Year 19	8%
Beginning of Year 24	9%

### Officers hired after January 01, 2006

Beginning of Year 9	1%
Beginning of Year 11	2%
Beginning of Year 13	3%
Beginning of Year 15	4%
Beginning of Year 17	5%
Beginning of Year 19	6%
Beginning of Year 21	7%
Beginning of Year 22	8%
Beginning of Year 24	9%

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. The minimum amount of court time for which an Employee shall be compensated shall be three (3) hours.

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.

**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, in addition to all other wage and benefits, pursuant to the following chart:

Associate Degree:	\$1,300.00
Bachelor Degree:	\$1,800.00
Master's Degree:	\$1,950.00

13.02 No Officer shall be entitled to any educational incentive provided in this Article until the commencement of that Officer's fourth year of service and thereafter.

13.03 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) The maximum amount earned per Employee shall not exceed Four Hundred and Twenty Dollars (\$420.00) per year, and further, Employees shall not be allowed to take any monies under this program until after commencement of their fourth (4<sup>th</sup>) year of service.

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

13.04 Any Employee hired prior to January 1, 1997, shall be entitled to payment of the educational incentive without regard to the Major for which the degree was awarded, despite conditions set forth in 13.01 above.

**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 as follows:

<b><u>Year</u></b>	<b><u>Uniform Allowance</u></b>
2021	\$1,200
2022	\$1,200
2023	\$1,200
2024	\$1,300
2025	\$1,400
2026	\$1,500

14.03 Members shall be entitled to utilize up to a maximum of \$150.00 per year towards the purchase of a wristwatch.

**ARTICLE XV - VACATIONS**

15.01 Vacation days may be used by the Employee at any time during the year and must be utilized by the last day of March of the following 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 Patrol officers of the Police Department whose length of service is:

(A)	Academy	None
(B)	PTC-certified to one year	Five working days
(C)	Beginning of Year 2	Seven working days
(D)	Beginning of Year 3	Nine working days
(E)	Beginning of Year 6	Twelve working days
(F)	Beginning of Year 11	Fourteen working days
(G)	Beginning of Year 16	Fifteen working days

15.03 Superior Officers of the Police Department:

(A)	Sergeants of Police	Sixteen working days
(B)	Lieutenants of Police	Eighteen 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 time entitlement consecutively. An Employee may elect to split 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 an Employee's seniority preference.

15.06 The duty schedule for all covered personnel shall be posted by the 15<sup>th</sup> day of the month prior or the first business day if the 15<sup>th</sup> should fall on a Saturday, Sunday or holiday. All requests for time off must be submitted by the 13<sup>th</sup> day of the month prior. Employees may also elect to submit requests for time off after the schedule is posted subject to current department policy. To facilitate the effective and efficient operation of the Police Department, the Borough reserves the right, if necessary, to require submission of requested vacation and holiday time for scheduling purposes three full months prior to the month in which the time off is to be taken.

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, the Employee shall not be recalled during such vacation period unless the Borough shall reimburse the Employee 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 the Employee's 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 one hundred thirty-two consecutive working hours as vacation except upon prior special approval of the Chief of Police.

15.11 Each Employee covered under this Agreement shall be entitled to take up to two consecutive calendar weeks off from existing allotment of time off to be granted within three months from the birth/adoption, or immediately after when the child is brought home from the hospital, not subject to staffing minimums and the creation of overtime. The time granted pursuant to this paragraph may be used only after prior notification to the Chief of Police.

## **ARTICLE XVI - HOLIDAYS**

16.01 Each Employee covered under this Agreement, regardless of schedule, in addition to the Employee's regular wages and other benefits, shall receive as paid holidays, a total of one hundred four (104) hours of holiday time. Employees may cash out fifty-six (56) holiday hours each year at straight rate pay.

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.

## ARTICLE XVII - PERSONAL LEAVE TIME

17.01 Each Employee covered under this Agreement shall be entitled to three (3) days per calendar year during which time the Employee may absent himself or herself from duty for the purpose of taking care of and providing for the Employee's business affairs, family affairs and to the Employee's 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 three (3) 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 four (4), six (6), eight (8) hours or full days for each occasion. For officers on the 5-2 schedule, personal leave time shall be granted in units of four (4) hours or full days for each occasion.

17.06 All officers on a 5-2 schedule shall be entitled to one (1) additional personal day per year, which must be utilized in accordance with all other requirements of this Article.

17.07 One (1) personal day per year will be guaranteed time off, not subject to staffing minimums or the creation of overtime, and administered under the same guidelines as set forth in Section 19.05 below. To be guaranteed the time off, this personal day must be used in a full day unit. No officer may use the one (1) personal day per year of "guaranteed time off" on the following holidays: New Year's Day, Valentine's Day, St. Patrick's Day, Easter, Mother's Day, Memorial Day, Father's Day, Fourth of July, Labor Day, Halloween, Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

## ARTICLE XVIII - BEREAVEMENT LEAVE

18.01 In the event of the death of an Employee's Immediate Relative, defined as a spouse or significant other, child, step-child, parent, or sibling, the said Employee shall be entitled to a continuous absence not exceeding three (3) days, with pay. In the event of the death of an Employee's relative who is not an Immediate Relative as defined herein, including but not limited to 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 person related to the Employee by blood or marriage, the said Employee shall be entitled to a continuous absence not exceeding two (2) days, with pay.

18.02 Such bereavement 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, bereavement leave may be granted or extended at the discretion of the Chief of Police.



## ARTICLE XIX - SICK LEAVE/UNUSED SICK DAY PAYMENT

19.01 Each Employee covered under this Agreement shall be entitled to nine (9) 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 to a terminal leave bank pursuant to Article XXIII.

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 therefore.

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 19.06(A) to require an examination of the Employee by a physician of the Borough's choice and at Borough's 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 of sick leave privileges granted by this Article shall be cause for disciplinary action.

19.08 *Unused Sick Day Payment* – Any Employee accruing 560 hours of terminal leave will be paid for one-half (½) of unused annual sick time at the rate of a regular days pay, and in accordance with Article 23 hereof. The officer shall receive the aforementioned payment in the first pay period of the following calendar year.

## ARTICLE XX - PREGNANCY

20.01 Any member of the bargaining unit who becomes pregnant shall be protected under "The Pregnancy Discrimination Act of 1978" and the New Jersey Law Against Discrimination.

## ARTICLE XXI - WORK INCURRED INJURY

21.01 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.

21.02 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.

21.03 Any time an Employee performs a duty or function which the Employee 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.

21.04 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 the rights and benefits concerning such action as if the Employee 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 receives in the following amount: "One Dollar (\$1.00) per year for off-duty time."

## **ARTICLE XXII - LEAVE OF ABSENCE**

22.01 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 XXIII - TERMINAL LEAVE

23.01 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 five hundred sixty (560) hours. Upon retirement, Officers will be entitled to time off with full compensation and benefits commensurate with the total amount of time accumulated or a full cash payment at the rate of a regular days pay at the time of retirement for the accumulated amount of time in the terminal leave bank. The method of compensation will be selected by the Officer. One hundred-eighty (180) day advance notice is required by the Borough for cash payouts. Officers on terminal leave shall be included in the overtime list for vendor details pursuant to Article IX. Officers on terminal leave are not entitled to any Borough-paid overtime.

## ARTICLE XXIV - FUNERAL SERVICES

24.01 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 the funeral services for the deceased fellow Officer.

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

24.03 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 XXV - INSURANCE

25.01 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 XXVI - MEDICAL COVERAGE – DENTAL, PRESCRIPTION,  
OPTICAL**

26.01 The Borough shall provide for hospitalization coverage, medical/surgical and major medical coverage as provided under the Bergen Municipal Employee Benefits Fund. The Borough may offer more than one plan to the employees to provide for choice and flexibility according to various Employees' family needs. The Borough shall offer at least one plan with each of the minimum benefit levels set forth herein:

<b>PPO 20/35</b>	<b>In-Network</b>	<b>Out-Of-Network</b>
<b>Deductible</b>	NA	\$500/\$1,000
<b>Maximum Out-Of-Pocket</b>	\$2,000/\$5,000 individual/family	\$4,000/\$8,000 individual/family
<b>Lifetime Maximum</b>	Unlimited	
<b>Coinsurance</b>	100%	70%
<b>Emergency Room</b>	\$150 copay	\$150 copay
<b>PCP Office Visits/Specialist</b>	\$20/\$35	70% after deductible
<b>Eye Exam</b>	100% - One Routine Eye Exam every 12 months	Not Covered
<b>Eye Glass Reimbursement</b>	\$200 every 24 months	
<b>Prescription Drugs</b>	Retail: \$0/\$30/\$60 – 30-day supply Mail Order: 2x co-pay – 90-day supply	

<b>HDHP 3000</b>	<b>In-Network</b>	<b>Out-Of-Network</b>
<b>Deductible</b>	\$3,000/\$6,000	
<b>Maximum Out-Of-Pocket</b>	\$4,500/\$9,000	
<b>Lifetime Maximum</b>	Unlimited	
<b>Coinsurance</b>	100%	70%
<b>Emergency Room</b>	100% after deductible	100% after deductible
<b>PCP Office Visits/Specialist</b>	100% after deductible	70% after deductible
<b>Eye Exam</b>	100% - One Routine Eye Exam every 12 months	Not Covered
<b>Eye Glass Reimbursement</b>	Not Covered	
<b>Prescription Drugs</b>	100% after deductible – Generic 90% after deductible – Preferred Brand 80% after deductible – Non-Preferred Brand	

The Borough may also offer additional plan alternatives beyond those identified above. The Borough shall have the right to change insurance providers as long as equivalent provisions are provided. All such policies shall include the Employee, their spouse and children of the Employee's household. As of the date of this Agreement, the Borough's health care plans for purposes of this Section shall be the BMED PPO 20/35 plan and the



HDHP 3000 plan administered by Aetna. The cost of all of medical coverage (including dental, vision and prescription drug coverage) offered by Employer shall be shared between Employer and the Employees, consistent with the requirements of Chapter 78, P.L. 2011 and *N.J.S.A. 52:14-17.38*. Effective January 1, 2021, the Employee contributions towards premium costs shall be as follows, regardless of the Employee's salary:

High Deductible Plan (HDHP 3000): 10% of Premium Cost  
All Other Plan Alternatives: 15% of Premium Cost

In addition, for all Employees who elect coverage under the HDHP 3000 plan, the Borough shall make an annual contribution to a Health Savings Account ("HSA") for the Employee in the maximum amount allowed by law, capped at \$4,000 (individual coverage) or \$8,000 (spouse or family coverage). In the event that the Borough is prohibited from making such a contribution, the parties agree to negotiate in good faith to determine a comparable benefit for the affected Employees.

26.02 The Employer shall provide a full family prescription plan with a co-pay, by the Employee, as set forth in paragraph 26.01. As of the date of this Agreement, the Borough's prescription drug plan for purposes of this Section shall be as set forth in Section 26.01, administered by Express Scripts.

26.03 The Employer shall provide a full family dental plan to include a 70/30 co-payment plan with an orthodontic rider of a maximum of \$1,000.00 per family member.

26.04 The Borough will provide a vision care plan for all Employees covered under this Agreement and the employees' dependents as qualified for coverage under the Borough Health Benefits Plan. The plan benefit limits shall be Five Hundred (\$500) Dollars per year for the Employees and eligible dependents. Only claims incurred and submitted during the calendar year, prior to each December 15<sup>th</sup> 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, papillary 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) Dollars per year. The Employee may select frames that exceed the limit, however, will not be reimbursed for the additional cost.
  4. 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.

26.05 If the Employer desires to change insurance coverage provided for in Section 26.01 (except with respect to a change in providers where equivalent provisions are provided), the Employer shall negotiate to resolution with PBA prior to the implementation of change in coverage.

26.06 The Employer represents 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 19.06(B).

**ARTICLE XXVII - LIFE INSURANCE**

27.01 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) Dollars per Employee.

**ARTICLE XXVIII - PHYSICAL EXAMINATION**

28.01 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 XXIX - UNIFORM REGULATIONS**

29.01 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 XXX - UNIFORMS AND PERSONAL EQUIPMENT

30.01 An Employee's uniform required to be worn in their capacity as a Police Officer, which may be damaged beyond repair while acting in their capacity as a Police Officer, 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.

Personal equipment required by the Employee in their capacity as a Police Officer which may be damaged beyond repair shall be replaced at the cost of the Borough, provided the cost of the personal equipment does not exceed the amounts set forth below. Where the cost of the personal equipment exceeds these amounts, the Borough shall only be responsible for an amount up to the maximum allowed per item.

Personal equipment is considered to be items not generally purchased through the uniform allowance subject to a \$150 cap are itemized as follows:

1. Pen
2. Mechanical Pencil
3. Briefcase
4. Cell phone

which may be used in the performance of the duties of a Police Officer.

Personal equipment which would be replaced at the cost of the Borough subject to a \$500 per item cap would be itemized as follows:

1. Prescription eyeglasses
2. Prescription Contact lenses
3. Body armor (ballistic vest)
4. Watch

Personal equipment shall not include jewelry and the Borough shall not be responsible for the replacement or repair of jewelry (rings, chains, necklaces, bracelets, earrings, or pins.)

**ARTICLE XXXI - POLICE VEHICLES**

31.01 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 XXXII - TRAFFIC BREAK**

32.01 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 XXXIII - USE OF POLICE VEHICLE**

33.01 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 the Employee is using the Employee's own vehicle or providing the Employee's own transportation on Police business.

## ARTICLE XXXIV - GRIEVANCE PROCEDURE

34.01 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 ensure efficiency and promote Employee's morale.

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

34.03 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 occurrence. The Chief shall reply to such grievance, in writing, within five (5) calendar days of its submission to the Chief. A copy of his reply to any Employee's grievance shall be directed to the PBA.

34.04 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 the Administrator. A copy of his reply to any Employee's grievance shall be directed to the PBA.

34.05 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 then (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.

34.06 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 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 the Arbitrator 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 of supplement thereto. The decision of the Arbitrator shall be binding.

**ARTICLE XXXV - RETENTION OF BENEFITS**

35.01 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.

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

**ARTICLE XXXVI - NEGOTIATION OF CHANGES**

36.01 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 XXXVII - APPLICABILITY OF STATE LAW**

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

## ARTICLE XXXVIII - IN-SERVICE TRAINING

38.01 Each Employee covered under this agreement who has 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.

38.02 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.

38.03 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 (\$5.00) per day, in addition to automobile expense reimbursement at the rate of twenty-five (\$.25) per mile computed from the Borough of Montvale to and from the course if the personal vehicle of the Employee is used for transportation.

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

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

**ARTICLE XXXIX - TRAVEL AND MEAL ALLOWANCE**

39.01 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 reimbursed at the current federal standard rate as payment for his personal transportation in addition to tolls and parking fees.

39.02 When such out-of-town activity encompasses a regular meal period, the Employee shall be reimbursed for his or her meal expenses, at a rate not to exceed Twenty-five Dollars (\$25.00) per day.

39.03 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 XL - BULLETIN BOARD**

40.01 The Borough will provide a bulletin board for the use of the PBA, and shall only be used for the posing 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 XLI - RIGHTS OF EMPLOYEES

41.01 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 in the Borough of Montvale.

41.02 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.

41.03 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.

41.04 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.

41.05 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 ensure 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.

41.06 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, the Officer 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 cases the interrogation may not be postponed beyond 10:00 A.M. of the day following notification of the interrogation.

41.07 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.

41.08 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 the 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 everyday operation of the Police Department or to provide a defense to a departmental charge other than a failure to respond to questioning.

## **ARTICLE XLII - NO STRIKE PLEDGE**

42.01 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.

42.02 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.

42.03 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 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 XLIII - POLICE DEPARTMENT SAFETY**

43.01 The parties hereby agree to establish a health and safety committee which shall include 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. Procedures
4. Protective equipment
5. Weapons
6. Numbers of personnel required to accomplish specific tasks.
7. Departmental facilities
8. Police Officer, prisoner and public safety
9. Any other related matters

43.02 Said committee shall be comprised of an equal number of Borough representatives and PBA representatives. Said committee shall meet as often as necessary at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

## **ARTICLE XLIV - SAFETY AND HEALTH**

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

**ARTICLE XLV - NON-DISCRIMINATION**

45.01 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 XLVI - MANAGEMENT RIGHTS**

46.01 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 XLVII – PERSONNEL FILES**

47.01 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.

47.02 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.

47.03 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 the Employee, and the Employee shall be given the opportunity to rebut it if the Employee so desires, and the Employee shall be permitted to place said rebuttal in the Employee's file.

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

## ARTICLE XLVIII - AGENCY SHOP

48.01 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 (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.

48.02 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. 34:13A-5.4, as amended.

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

**ARTICLE XLIX - SEVERABILITY OF PROVISIONS**

49.01 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 L - LENGTH OF AGREEMENT**

50.01 This Agreement shall be in effect as of January 1, 2021, and shall terminate on December 31, 2026. All benefits hereunder shall be effective to January 1, 2021, unless otherwise specified.

## **ARTICLE LI - OFFICER IN CHARGE DIFFERENTIAL PAY**

51.01. Officer in Charge Differential Pay ("OIC pay") will be granted when an Employee not of rank is acting in the capacity of a Sergeant when that rank is not on duty and no Lieutenant is available to oversee the shift, only as set forth in this Agreement. The most senior Employee not of rank shall act as Sergeant, unless ordered otherwise by the Chief of Police.

51.02. In the absence of a shift supervisor (Lieutenant or Sergeant), the most senior Patrol Officer shall be entitled to pay for said shift at the same rate as the shift supervisor ("Officer-in-Charge" or "OIC" Pay). Each Officer entitled to OIC Pay shall submit a request in writing no later than seven (7) days after the applicable date listing the dates for which the Officer claims entitlement to OIC Pay. Payment shall be processed as soon as practicable and pursuant to normal payroll procedures.

51.03. In the event that an Employee not of rank must act in the capacity of a Sergeant due to a Sergeant's long-term illness or incapacitation pursuant to Sections 19.02 and/or 19.03 of this agreement, the most senior Employee not of rank shall be assigned to act in the capacity of Sergeant, unless ordered otherwise by the Chief of Police. In the event there are multiple vacancies pursuant to this section, the next most senior officer will be assigned, and so on, unless ordered otherwise by the Chief of Police.

51.04 The OIC pay is only applicable to regular tours of duty and not for details or special events that may arise from time to time.

51.05. The Detective Bureau, Traffic Officer and SRO are specifically excluded from OIC pay regardless of whether or not a Sergeant is assigned to one of these positions.

51.06. OIC pay shall be calculated as the difference between the base salary for the most senior police officer in the Department and the base salary for a Sergeant.

52.07. Employees shall not be permitted to switch shifts with other employees when that shift switch will result in OIC Pay. In the event of an emergency or other unforeseen circumstance necessitating a shift switch that would ordinarily result in OIC Pay, the parties agree that such a switch will not activate the OIC Pay provisions of this Article.

## ARTICLE LII - SPECIAL ASSIGNMENTS

### 52.01. School Resource Officer.

- (A) Any duly sworn police officer employed by the Borough may be assigned at the discretion of the Chief of Police as the School Resource Officer (SRO). The Officer will work a steady Monday through Friday 5-2 schedule that will begin on the September schedule and end on the June schedule. The SRO will be reassigned during the months of July and August to facilitate the effective operation of the police department.
- (B) Compensatory time accrued as the result of the 5-2 schedule will be returned to the Employee at straight time, and shall be considered "training" compensatory time. Compensatory time earned while performing the duties of the SRO must be used during the same "school calendar" year in which it was earned. The SRO will have the ability to carry a maximum of forty (40) accrued hours until July 15, as a single exception to the "school calendar" rule.
- (C) The SRO position is not to be considered part of the regular tour. The duties of the SRO (including school traffic and reports on school property) are to be determined by the Chief of Police. The Chief of Police reserves the right to reassign any officer as needed for the effective operation of the Department.
- (D) The Officer assigned to the SRO program will be sent to SRO training school with one year of the assignment, if such a school is offered in the State of New Jersey. If a training school is not available at the time of the assignment, the Employee shall be sent to SRO training school as soon as an SRO training school is established in the State of New Jersey.
- (E) All SRO accrued time off is in addition to all other contractual time off as has been previously agreed upon by the Borough and the P.B.A.

### 52.02. Traffic Officer.

- (A) Any Employee covered by this agreement shall be eligible for assignment as a "Traffic Officer." Traffic Officer shall be a month-to-month assignment.
- (B) The assignment of a Police Officer as Traffic Officer shall be at the sole discretion of the Chief of Police and will not be subject to seniority or time limits.
- (C) The Traffic Officer will follow a 5-2 8-hour tour schedule rotation for the month(s) assigned.

(D) The Traffic Officer may be reassigned to the regular shift in the event of emergency at the discretion of the OIC.

### **ARTICLE LIII - PBA STATE DELEGATE**

53.01. Presently, the NJ State PBA holds monthly meetings at various locations throughout the state. Montvale PBA Local 303 has one elected "State Delegate" that is the liaison between the State PBA and Local 303. Each Local, including the PBA, sends their respective delegate as a representative for various business and voting purposes.

53.02. If Local 303's designated State Delegate is scheduled to work a normal shift on the same date as a State PBA meeting, the Delegate shall be granted one day off to attend said meeting. This practice shall only be granted if the time off does not create an overtime shift. This time off shall be considered a "PBA Business Day" and shall not be deducted from the Delegate's Vacation/Holiday/Personal/Sick/Comp-Time allotment.

53.03. For scheduling purposes, it shall be the responsibility of the Delegate to advise the Chief of Police or his assigned scheduling officer of the date, time and location of the State Meeting by the 13<sup>th</sup> of the month prior to the meeting if the Delegate is taking duty time off to attend. The Delegate will provide the Chief with proof of attendance if the Delegate attended the meeting on duty time.



**ARTICLE LIV - PITMAN SCHEDULE AND KELLY TIME**

54.01 Pitman Schedule.

(A) By Agreement between the PBA and the Borough, the Pitman Schedule was formally adopted and implemented on June 30, 2011. As a result, various provisions of this Agreement, including but not limited to those concerning Holidays, Vacation, Personal Leave, Working Schedule, etc. have been amended to reflect the conversion to the Pitman Schedule. For certain employees on a “5-2” schedule such as those in the Detective Bureau, Paragraph 54.04 shall be utilized for the purpose of conversions of time from the Pitman Schedule to the “5-2” schedule for all affected employees. To the extent of any inconsistency between this Article and the remainder of the Agreement concerning employees on the “5-2” schedule, the provisions of this Article shall prevail.

(B) Schedule Details. The basic tour of duty shall consist of 12 hours. Squads 1 and 2 will work the first set of assigned days and nights and Squads 3 and 4 will work the next set of assigned days and nights. The Employees will switch from the day shift to the midnight shift and the midnight shift to the day shift every 28 days with the change day always being on Monday. The rotation of days shall be as follows:

Week 1	
Monday	Work
Tuesday	Work
Wednesday	Off
Thursday	Off
Friday	Work
Saturday	Work
Sunday	Work

Week 2	
Monday	Off
Tuesday	Off
Wednesday	Work
Thursday	Work
Friday	Off
Saturday	Off
Sunday	Off

(C)

54.02 Kelly Time.

(A) “Kelly Time” is defined as time owed back to an Employee as a result of a change from the previous schedule and rotation to the “Pitman Schedule” as well as for the change to the “5-2” schedule. Kelly Time is calculated by taking the difference in scheduled hours for an Employee under the previous schedule (1960 hours) and the hours required under the Pitman Schedule (2184 hours) or the “5-2” schedule (2090 hours).

- (B) The Pitman Schedule allows for two hundred twenty-four (224) hours of “Kelly Time.” The “5-2” schedule allows for one hundred thirty (130) hours of “Kelly Time.” For Pitman Employees, the Chief shall, at his discretion, assign twelve (12) hours of “Kelly Time” per month, per Employee, equaling one hundred and forty-four (144) hours for each Employee. The balance of eighty (80) hours of “Kelly Time” for Pitman Employees, and all “Kelly Time” for “5-2” schedule Employees (130 hours), is to be used at the Employee’s discretion within the calendar year, consistent with the Borough’s current practice and procedures regarding the training compensatory time, but may not be carried forward to following years or cashed out.
- (C) [RESERVED]
- (D) Each Employee is responsible to schedule the Employee’s Kelly Time without the creation of overtime and within the calendar year in which it is accrued. All Kelly Time shall be taken at the discretion of the Chief or his designee. This calculation shall pertain to all officers assigned to all officers covered by this Agreement.
- (E) Officers shall continue to accrue Kelly hours while on Vacation, Holiday, or during time off due to personal time, compensatory time, and bereavement leave. Officers shall not accrue Kelly hours during time off due to an on-duty injury.
- (F) Officers regularly assigned to the Patrol Division who are temporarily assigned to work a 5-2 schedule accrue Kelly hours at a different rate (130 hours annually versus 224 hours). Therefore the Kelly bank shall be adjusted accordingly. Should the Kelly bank have been depleted, the Employee may elect to return hours from his/her training bank.
- (G) In the event an Employee is assigned to the academy for training on a day in which the Employee was scheduled for duty, the Employee may be entitled to apply Kelly time to allow for the total of a complete shift in lieu of returning to duty, staffing levels permitting. In the event an Employee is scheduled to attend a training course for a duration of one week or greater, the Kelly hours that would have been earned shall be subtracted from the Kelly hour bank.

#### 54.03 Other Pitman Schedule Provisions.

- (A) One (1) forty-five (45) minute meal break and two (2) fifteen (15) minute breaks may be allotted per shift. These fifteen (15) minute breaks may not be taken: (1) consecutively with each other; (2) consecutively with the meal break; or (3) at the beginning or end of the shift so as to shorten the effective length of the shift.

- (B) At no time shall any Officer be out of uniform and unable to respond in the event of an emergency regardless of staffing.
- (C) Past practice regarding meal breaks will continue.
- (D) Breaks periods will not be taken consecutively and will be scheduled by the Chief of Police as authorized through the OIC of the shift for the most efficient and effective operation of the shift.
- (E) Employees will not be permitted to work more than sixteen (16) consecutive hours, and must have at least six (6) hours off between each scheduled tour.

54.04 Pitman Conversions to “5-2” schedule.

(A)

<b><u>Vacation</u></b>	<b><u>Pitman Schedule</u></b>	<b><u>”5-2” Schedule</u></b>
Academy	0	0
PTC-certified – 1 year	5	7
Beginning of Year 2	7	10
Beginning of Year 3	9	14
Beginning of Year 6	12	18
Beginning of Year 11	14	20
Beginning of Year 16	15	22
Sergeants	16	24
Lieutenants	18	27
<b><u>Personal Days</u></b>		
All Officers	3	4
<b><u>Sick Days</u></b>		
All Officers	9	14
<b><u>Funeral Days</u></b>		
All Officers – Immediate Relative	3	4
All Officers – Other Relatives	2	2
<b><u>Holidays</u></b>		
All Officers	104 hours (cash out 56 hours per year)	104 hours (cash out 56 hours per year)

(B) The 9 Sick Days granted under the Pitman Schedule shall apply to minor illnesses and the first 40 hours of a long-term illness.

(C) As a result of the adoption of the Pitman Schedule, all references to “days” in the current agreement shall be converted to “hours” based upon a 12-hour work day, except as set forth above in Section 54.04(A).

## ARTICLE LV - COMPENSATORY TIME

### 55.01 Training Compensatory Time.

- (A) A training compensatory time bank will be established according to current practice.
- (B) The training compensatory time bank may be carried forward into subsequent years, subject to the limitations set forth herein.
- (C) In no event shall the training compensatory time bank exceed 480 hours. Employees will not be permitted to accrue any training bank compensatory time that is in excess of the 480-hour cap, nor shall any cash payout be made for additional training compensatory time in excess of the 480-hour limit.
- (D) Compensatory time accrued from training, meetings, details such as D.A.R.E. events, car seat installations, and other details not traditionally paid in cash shall be included in the training compensatory time bank.
- (E) All compensatory time earned, whether for mandatory or non-mandatory functions (with the understanding that all non-mandatory functions must be approved by the Chief of Police), shall accrue to the Employee at the rate of time-and-one-half.

55.02 Except as otherwise set forth herein, compensatory time shall be used as currently practiced by the Chief of Police.

55.03 All authorized cash payouts for compensatory time shall be paid at the Employee's salary rate at the time the compensatory time was earned.

55.04 All Borough-paid overtime must be taken as "cash overtime" paid at the rate of time-and-one-half. Employees will not have the option to be compensated for Borough-paid overtime with compensatory time.

**ARTICLE LVI – VOLUNTARY SEPARATION OTHER THAN  
RETIREMENT**


56.01. In the event of a voluntary separation of employment other than retirement of any Employee, certain leave time shall be pro-rated for purposes of calculating time or payment owed to the Employee, as follows:


- (A) Vacation – pro-rated quarterly
- (B) Holidays – pro-rated to the actual date of separation
- (C) Personal time – pro-rated according to number of days (4 or 3)
- (D) Kelly Time – pro-rated to the actual date of separation

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESS/ATTEST:

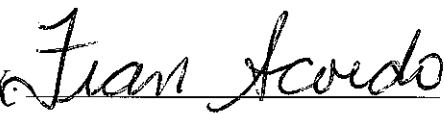
**BOROUGH OF MONTVALE**

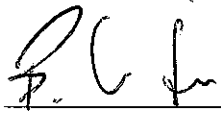
BY:   
Maureen Iarossi-Alwan  
Administrator/Clerk

BY:   
Michael Ghassali  
Mayor

WITNESS/ATTEST:

**PBA LOCAL 303 (MONTVALE UNIT)**

BY: 

BY: 

**Base Wages**

Police Officer hired after January 1, 2021	Salary Increase	2.50%	2.60%	2.70%	2.80%	2.85%	2.85%
Effective Date	2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Academy	N/A	\$46,200.00	\$47,401.20	\$48,681.03	\$50,044.10	\$51,470.36	\$52,937.26
PTC-certified - 1 year	N/A	\$50,000.00	\$51,300.00	\$52,685.10	\$54,160.28	\$55,703.85	\$57,291.41
Beginning of Year 2	N/A	\$56,000.00	\$57,456.00	\$59,007.31	\$60,659.52	\$62,388.31	\$64,166.38
Beginning of Year 3	N/A	\$65,000.00	\$66,690.00	\$68,490.63	\$70,408.37	\$72,415.01	\$74,478.83
Beginning of Year 4	Use below chart for Officers hired before January 1, 2021						

**Base Wages**

Police Officer hired before January 1, 2021	Salary Increase	2.50%	2.60%	2.70%	2.80%	2.85%	2.85%
Effective Date	2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Academy	\$45,121.18	\$46,249.21	\$47,451.69	\$48,732.88	\$50,097.41	\$51,525.18	\$52,993.65
PTC-certified - 1 year	\$51,677.48	\$52,969.42	\$54,346.62	\$55,813.98	\$57,376.77	\$59,012.01	\$60,693.85
Beginning of Year 2	\$58,232.69	\$59,688.51	\$61,240.41	\$62,893.90	\$64,654.93	\$66,497.59	\$68,392.78
Beginning of Year 3	\$71,342.02	\$73,125.57	\$75,026.84	\$77,052.56	\$79,210.03	\$81,467.52	\$83,789.34
Beginning of Year 4	\$84,452.44	\$86,563.75	\$88,814.41	\$91,212.40	\$93,766.34	\$96,438.69	\$99,187.19
Beginning of Year 5	\$97,561.78	\$100,000.82	\$102,600.85	\$105,371.07	\$108,321.46	\$111,408.62	\$114,583.77
Beginning of Year 6	\$110,671.11	\$113,437.89	\$116,387.27	\$119,529.73	\$122,876.56	\$126,378.54	\$129,980.33
Beginning of Year 7	\$123,782.61	\$126,877.18	\$130,175.98	\$133,690.73	\$137,434.07	\$141,350.94	\$145,379.45
Beginning of Year 8	\$136,891.95	\$140,314.25	\$143,962.42	\$147,849.40	\$151,989.19	\$156,320.88	\$160,776.02
Sergeant	\$148,100.53	\$151,803.04	\$155,749.92	\$159,955.17	\$164,433.92	\$169,120.28	\$173,940.21
Lieutenant	\$159,152.17	\$163,130.97	\$167,372.38	\$171,891.43	\$176,704.39	\$181,740.47	\$186,920.07

**\*Newly-hired officers that are PTC-certified Alternate Route candidates shall receive the “PTC-certified – 1 year” pay step for their entire first year. This provision is applicable to any Officer hired by the Borough who is already PTC-certified.**