

contract #780

5-16

AGREEMENT

Between

TOWNSHIP OF MONTVILLE  
MORRIS COUNTY, NEW JERSEY

and

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

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January 1, 1994, through December 31, 1996

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PECKAR & ABRAMSON, P.C.  
Attorneys at Law  
70 Grand Avenue  
River Edge, New Jersey 07661

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5-16A

# Township of Montville



## Department of Police

Cari DeBacco  
Chief of Police

William M. Parker  
Deputy Chief

FAX # (201) 334-4880

DATE: 9-9-94

TIME: 0020

RELATED IR# —

TELECOPIER TRANSMITTAL

TO: SHAWN CAWODINO

FROM: (2A)

This transmission contains 3 pages including this page. If you do not receive the total number of pages indicated, please call (201) 334-2730 and inform the sender.

ADDITIONAL COMMENTS:

INCREASES, AS SHOWN, ARE:

- 1994 - 5.50%
- 1995 - 5.25%
- 1996 - 5.75%

ACROSS THE BOARD, INCLUDES  
PTL, SGT, LT. & CAPT.

NOTE: (PA) IS A NEW STEP FOR ACADEMY REAR  
1993 STRUCTURE RATE OF 26,293.00

A. In addition to base pay, compensation for longevity of service for Police Officers shall be paid in accordance with the following schedule, upon the anniversary date of each Police Officer:

<u>LENGTH OF SERVICE</u>	<u>PERCENTAGE OF BASE SALARY (EXCLUSIVE OF OVERTIME)</u>
1 through 5 years employment	No additional compensation
6 through 8 years employment	2 %
9 through 12 years employment	3 %
13 through 19 years employment	4 %
over 20 years	5 %

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

B. On certain occasions, Police Officers may be required to work overtime. Payment for overtime shall be made at the rate of one and one-half (1½) times regular pay, under circumstances in accordance with the current Contracts between the Township and Members of PBA Local 140 and Montville Superior Officers Association, which are on file in the Township Clerk's office.

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

D. In lieu of holidays, the Police Officers (Chief, Deputy Chief, Captains, Lieutenants, Sergeants and regular Patrolmen and Patrolmen/Academy) shall receive payment for thirteen (13) days, at their regular rate, pro-rated. This payment shall be made during the last week of November.

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

### SECTION III.

Annual salaries or compensation, as set forth in Schedule B, shall be retroactive to January 1, 1994 or to the anniversary date of their employment, for Employees or Officials not resigning before the effective date of this Ordinance.

### SECTION IV.

All Ordinances or parts of Ordinances inconsistent herewith, are hereby expressly repealed and particularly the Ordinances as above entitled, which formerly governed the establishment or compensation for Township Officers and Employees as amended and including the years 1992 & 1993 are expressly repealed.

### SECTION V.

Whenever, in this Ordinance, salary ranges are provided, the salary shall be determined by Resolution of the Township Committee or as set forth in the 1994 detailed Operating Budget for Municipal purposes.

AN ORDINANCE ESTABLISHING THE GRADE OF OFFICE AND POSITIONS AND DETERMINING RATE OF SALARY OR COMPENSATION OF OFFICERS WITHIN THE DEPARTMENT OF POLICE, TOWNSHIP OF MONTVILLE, IN THE COUNTY OF MORRIS AND THE METHOD OF PAYMENT OF SUCH SALARY OR COMPENSATION.

SECTION I.

Schedule A., as set forth in this Ordinance, establishes the grade of office and positions of officers within the Department of Police of the Township of Montville.

Schedule B., as set forth in the Ordinance, establishes the salary or compensation to be paid to the persons holding such offices or positions and who shall be paid every two weeks.

These schedules are as follows:

SCHEDULE A - GRADE OR CLASSIFICATION

<u>CATEGORY OR DEPARTMENT</u>	<u>GRADE</u>
<u>PUBLIC SAFETY</u>	
<u>Department of Police</u>	
Captain	P 4
Lieutenant	P 3
Sergeant	P 2
Patrolman	P 1
Patrolman-Academy	P A

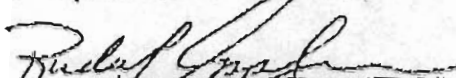
SCHEDULE B - SALARY OR COMPENSATION

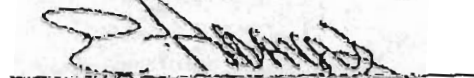
<u>GRADE</u>	<u>STEPS</u>						
	<u>A</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
P A 1/1/94	23,000						
P 1 1/1/94		27,739	31,192	35,077	39,444	44,354	49,868
P 2 1/1/94							54,855
P 3 1/1/94							60,340
P 4 1/1/94							66,374
P A 1/1/95	23,000						
P 1 1/1/95		29,195	32,830	36,918	41,515	46,683	52,406
P 2 1/1/95							57,734
P 3 1/1/95							63,508
P 4 1/1/95							69,859
P A 1/1/96	24,323						
P 1 1/1/96		30,874	34,717	39,041	43,902	49,367	55,504
P 2 1/1/96							61,054
P 3 1/1/96							67,160
P 4 1/1/96							73,875

SECTION II.

In addition to the regular salaries or wages set forth in Section I, Schedule B for Police Officers, the following additional payments will be granted:

Accepted as to accuracy and conformity to Collective Bargaining Contract.

  
Rudolf Appelmann for P.R.A.

  
Edward Adams for S.O.A.

AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of October, 1994, by and between THE TOWNSHIP OF MONTVILLE, in the County of Morris, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #140, N.J.P.B.A, hereinafter called the "Association".

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



ARTICLE I  
Recognition

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

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

## ARTICLE II

### Management Rights

A. The Township of Montville hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing rights:

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

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

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

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

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

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the New Jersey and of the United States.

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

ARTICLE III

Non-Discrimination

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

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

ARTICLE IV

Mutual Cooperation Pledge

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

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

ARTICLE V

Grievance Procedure

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

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

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

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

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless

any Step is waived by mutual consent.

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

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

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

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

E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this



Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

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

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

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

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

ARTICLE VI

Dues Deduction and Agency Shop

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues, fees and assessments for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

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

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

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

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the

Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

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

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

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

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract

administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

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

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

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

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

ARTICLE VII

Association Activities

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

B. 1. One (1) delegate and two (2) alternate delegate shall be given time off to attend the State P.B.A. Convention in accordance with State statute N.J.S.A. 11A:6-10.

2. In such cases, employees who are permitted to attend the Annual State P.B.A. Convention will also receive the sum of one hundred fifty (\$150.00) dollars each.

ARTICLE VIII

Personnel Files

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Chief of Police, Mayor, governing body and Administrator.

B. Upon advance notice and at a reasonable time, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Force shall subject that member to appropriate disciplinary action.



ARTICLE IX  
Hours of Work

A. The normal work week will commence at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday.

B. 1. Regular hours of work shall consist of forty (40) hours within this work week with the specific work schedule for each employee to be determined by the Chief of Police, or his designated representative.

2. In the event that modifications are made in the work schedules referred to in Section B.1 of this Article IX, then only sections of this Agreement affected by such modifications may be reopened upon mutual consent of the parties to this Agreement to the extent same are mandatorily or permissively negotiable.

C. 1. Bank Days - Each employee shall be entitled to receive the difference in days off between those days worked by the employee's squad and the minimum number of days worked by any squad within the Department. Said payment shall be made, in time off or in cash, in the immediately succeeding year, provided notice is given by each employee prior to March 1 of the year in which the payment is to be made (e.g, payment made in 1986 for time earned in 1985).

2. The request for utilizing a bank day must be submitted prior to posting of the schedule for the week in which the day off is requested unless otherwise authorized by

the Chief or his designated representative. Posting of such a day off shall be within the discretion of the Chief of Police and such request may be denied if overtime would be created by granting such time off.

ARTICLE X

Overtime

A. Employees shall be paid overtime at the rate of one and one-half (1 1/2) times their hourly rate of pay for all hours or part thereof worked in excess of eight (8) hours per day or forty (40) hours per week.

B. 1. A Report Form File will be provided at Police Headquarters for the purpose of logging all overtime in excess of eight (8) hours per day or forty (40) hours per week. Whenever an employee shall work in excess of his regularly scheduled work week and has been authorized to do so, any such excess hours shall be recorded on a Report Form as required by the Police Department Rules and Regulations for General Orders.

C. Employees who are required to work on a day or days which are scheduled days off shall be paid at the rate of one and one-half (1 1/2) times their hourly rate of pay for all hours worked on said day, but only if said employee had not taken a sick day or a personal day during that work week. An employee may not receive overtime compensation for working on a shift for which he has taken a sick day.

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

E. Overtime for detectives shall be authorized by the Detective Division Commander and shall be computed in accordance with Section A above. In addition, detectives shall receive a \$300.00 annual stand-by allowance, paid in quarterly amounts of \$75.00.

ARTICLE XI

Court Time

A. Employees shall be compensated at the rate of one and one-half (1 1/2) times their hourly rate of pay, with a minimum of two (2) hours pay at paid rate, for all Criminal, Grand Jury, Juvenile Court, Municipal Court or any other Court appearance when called to testify by the Township, except that he shall receive no pay in cases involving disciplinary proceedings, whether instituted against him or fellow employees, unless subpoenaed as a witness by the Township.

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

ARTICLE XII

Exchange of Tours

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

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

1. Where said shift change will create overtime.
2. Where said shift change shall create additional payment pursuant to the Fair Labor Standards Act.

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

ARTICLE XIII

Outside Duty

A. All outside police services worked shall not be considered as call to duty or overtime.

ARTICLE XIV

Meal Periods

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

ARTICLE XV

Wages

A. Effective January 1, 1994, all employees shall receive base annual salaries as follows:

<u>Step</u>	<u>Salary</u>
Academy	\$23,000
1	\$27,739
2	\$31,192
3	\$35,077
4	\$39,444
5	\$44,354
6	\$49,868

B. Effective January 1, 1995, all employees shall receive base annual salaries as follows:

<u>Step</u>	<u>Salary</u>
Academy	\$23,000
1	\$29,195
2	\$32,830
3	\$36,918
4	\$41,515



5	\$46,683
6	\$52,486

C. Effective January 1, 1996, all employees shall receive base annual salaries as follows:

<u>Step</u>	<u>Salary</u>
Academy	\$24,323
1	\$30,874
2	\$34,717
3	\$39,041
4	\$43,902
5	\$49,367
6	\$55,504

D. See Memorandum of Understanding annexed hereto as Appendix "A" as to two newly hired officers hired on February 1, 1994, under the Academy Step.

ARTICLE XVI

Legal Requirements

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

ARTICLE XVII

Longevity

A. In addition to base pay, employees shall be entitled to compensation for longevity of service based upon the anniversary date of employment in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Compensation</u>
Start 1 - Completion of 5 years	0% of base pay
Start 6 - Completion of 8 years	2% of base pay
Start 9 - Completion of 12 years	3% of base pay
Start 13 - Completion of 19 years	4% of base pay
Start 20 years	5% of base pay

B. For the purpose of payment only, longevity shall be added to the base pay and paid together with regular salary, but shall not be considered as a part of the base pay. Compensation for longevity shall be included for purposes of retirement contributions.

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

ARTICLE XVIII

Vacations

A. Effective January 1, 1994, all full-time employees shall be granted vacation periods, subject to the following service factors:

1. Employees who have completed less than one (1) year of service - one (1) working day vacation for each month from the date of regular employment through December 31.

2. Employees who have completed one (1) through four (4) years of service - thirteen (13) working days.

3. Employees who have completed five (5) through nine (9) years of service - seventeen (17) working days.

4. Employees who have completed ten (10) through fourteen (14) years of service - twenty-one (21) working days.

5. Employees who have completed fifteen (15) or more years of service - twenty-four (24) working days.

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

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

D. The vacation schedule shall be made up by the Chief of Police or his designated representative.

E. 1. One-half of an employee's annual vacation entitlement may be carried over into the next calendar year, subject to the approval of the Chief of Police.

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

3. Any employee desiring to carry over vacation days must make his/her request to the Chief of Police by October 1 of the preceding year. Approval, not to be unreasonably withheld, shall be give or denied, by December 1 of the year in which the request is made.

F. When a holiday falls within an employee's vacation period, he shall be paid in accordance with Article XIX Holidays, Sections A and B of this Agreement.

G. No more than eight (8) days in any year can be used as "one day at a time" vacation days. Any employee who has a perfect attendance will receive one (1) additional vacation day.

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

ARTICLE XIX

Holidays

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

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

B. In lieu of holidays, the employees shall receive payment for thirteen (13) days, at their regular rate, pro-rated. This payment shall be made during the last week of November.

C. In the event the Township shall, without negotiations, grant or unilaterally promulgate paid holidays in excess of those promulgated each year for other Township employees, and such time shall equal or exceed three and one-half (3 1/2) hours, the bargaining unit employees will be granted additional compensation accordingly. The term "holidays" as used herein includes paid time off, but does not include emergency closing (i.e., closing due to snow storms,

hurricanes, lack of heat in winter, lack of air conditioning in summer, etc.).

D. Upon completion of twenty-three (23) years of credited service in the Police and Firemen's Retirement System, in lieu of holidays, the employee shall receive payment for thirteen (13) days, at their regular rate of pay, pro-rated, to that period. The method of payment shall change to allow for it to be added to their base salary for pension purposes only, and paid as part of their base salary, regardless of whether the employee intends to retire. Compensation for holidays made in this manner shall be included for purposes of pension payments and calculations to the Police and Firemen's Retirement System. This method of payment shall commence on the first day of January following an employee's completion of their twenty-third (23rd) year of credited service. Holiday pay shall not, however, be used in the computation of overtime, longevity, court time or any other fringe benefit referred to in this agreement. (See Memorandum of Understanding annexed hereto as Appendix "B").

ARTICLE XX

Personal Days

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

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

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

C. Personal days shall be granted for any personal reason, without explanation being required, provided that at least twenty-four (24) hours' notice is given to the Chief of Police or his designated representative in writing and in duplicate. Personal days may be refused in the event of a manpower shortage. Employees, however, may be permitted a personal day to be requested by the employees provided that at least one hour's notice is given to the Chief of Police or his designated representative and only in the event of an emergency, subject to the approval of the Chief of Police or his designated representative.



D. Personal days shall not be utilized to extend vacation periods, and shall not be taken on designated holidays pursuant to Article XIX.

ARTICLE XXI

Sick Leave

A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of fifteen (15) working days per year.

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

C. 1. Sick leave is hereby defined as an absence from post of duty of an employee because of illness, accident, exposure to contagious disease.

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

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

E. An employee's supervisor, at his/her discretion and at any time, may require the employee to submit acceptable medical evidence of proof of illness or may require the

employee to undergo a physical examination, whenever such a requirement appears reasonable to the supervisor. If the Township requires an employee to undergo a physical examination, it shall be at Township expense.

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

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

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

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

ARTICLE XXII

Terminal Leave

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

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

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

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

ARTICLE XXIII

Retirement

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

ARTICLE XXIV

Injury Leave

A. In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

B. Any employee who is injured, even slightly, while working, must report the injury to his immediate supervisor within 24 hours of completion of the shift on which he/she was injured unless physically unable to do so. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

E. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits granted

under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certified the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any temporary disability payments from Worker's Compensation received by the employee. At the Township's option, the employee shall either surrender and deliver any such Worker's Compensation or disability payments to the Township and receive his entire salary payment, or the Township shall only pay the difference between said Worker's Compensation or disability payment and the employee's salary payment.

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

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



ARTICLE XXV

Bereavement Pay

A. Any employee who sustains death in his immediate family shall be granted three (3) consecutive working days off without loss of pay, to be computed from either the date of death or the day of the funeral, at the option of the employee.

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

C. The Township may request proof of death.

ARTICLE XXVI

Uniforms and Uniform Allowance

A. The Township shall pay all employees a uniform allowance of eight hundred (\$800.00) dollars annually effective January 1, 1994, which sum shall be utilized for the purchase of uniforms and police related items such as flashlights, leather goods, etc. Employees shall be responsible for the purchase of uniforms with this allowance.

B. The Township, at its cost, shall provide replacements for any such foregoing uniforms or equipment as a result of tear or damage in the line of duty. It shall be the responsibility of the employee to prove that the uniform and/or equipment was damaged or torn as a result of action in the line of duty. The maintenance and care of such uniforms provided by the Township shall be at the responsibility of the individual employee. However, one hundred seventy-five (\$175.00) dollars of the eight hundred (\$800.00) dollars provided for in Section A above may be used for uniform maintenance without the need for invoices or receipts.

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

D. Effective January 1, 1988, the Township will pay for all changes in uniforms and equipment mandated by the Township.

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

ARTICLE XXVII

Hospitalization and Medical Insurance

A. The Township shall pay the premiums for employees and their dependents covered under Connecticut General Life Insurance Company Hospital and Medical Insurance for health, dental and vision.

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

C. In the event the Township shall, without negotiations, unilaterally promulgate new and/or improved insurance benefits to its other employees, the same shall be provided to employees covered by this Agreement. If the Township provides insurance benefits to any retired employees, the same will be provided to all employees covered by this Agreement who have retired previously.

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

E. 1. Effective January 1, 1986, all bargaining unit employees retiring on or after January 1, 1986 shall be reimbursed by the Township for the hospitalization and medical insurance coverage listed in Section A above.

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

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

4. to be eligible to receive the reimbursement, an employee must achieve a regular or special (years of service) or disability retirement pursuant to the Policemen's and Firemen's Retirement System. See Memorandum annexed hereto as Appendix "C" relative to the establishment of an "Employee-Development Fund".

5. Coverage and provisions of this benefit shall cease when (1) an employee becomes eligible for Medicare or attains the age of sixty-five (65), whichever is sooner, or (2) the employee obtains other employment which makes available to him substantially similar coverage at the employer's cost. An employee who is removed from coverage by the Township in accordance with this paragraph may not re-enter the program after three (3) years have expired from date of removal.

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

7. Once an eligible employee becomes ineligible for reimbursement pursuant to this Section E, payments shall cease the first of the month following the month he becomes ineligible.

F. Effective January 1, 1991, the Township shall implement an eye glass prescription plan, Vision Service Plan C, with \$25.00 deductible.

ARTICLE XXVIII

Education

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

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

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

<u>Grade</u>	<u>Per Credit Compensation</u>
A	\$15.00
B.	\$11.25
C.	\$ 7.50

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

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

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

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

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

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

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

D. An employee holding a degree in a course of study other than a law enforcement program shall not be entitled to payment under this Article for any credits unless and until said completed courses are credited to him as "courses related to police work" as provided herein.



E. Any employee attending Police School at the direction of the Township shall be paid his regular salary while in school. His work schedule for that week may be changed by the Chief of Police or his designated representative.

F. Payment under the above provisions of this Article can only be realized after adoption of this budget in the following year.

G. 1. Employees hired after January 1, 1976 who have previously earned credits for courses eligible for compensation under Section A of this Article shall receive additional compensation as provided in Section A and Section D after completing five (5) years of service in the Department. Payment under this Section shall be made on the employee's anniversary date, provided such employee notified the Chief of Police in writing of his anticipated payment by October 1st of the prior year.

2. For example: An employee completed his fifth year of service in August (or any month) of 1987. The employee, to be paid in 1987, must notify the Chief of Police prior to October 1, 1986 that he will complete his fifth year in 1987.

H. 1. Retiring employees receiving payments under Section G will receive payment in the year of their retirement, on a pro-rata basis, as determined by their anniversary date.

2. All other retiring employees shall receive payment on a calendar pro-rata basis, determined by their date of retirement.

3. Compensation to employees pursuant to Section H1 and H2 of this Article shall be paid on the employee's date of retirement, provided written notice is submitted to the Township in accordance with Article XXIII "Retirement". If notice is not provided in accordance with Article XXIII, payment may not be made to the employee until the employee's anniversary date or adoption of the budget in the following year, whichever is applicable.

ARTICLE XXIX

Staff and Departmental Meetings

A. 1. All employees will attend staff meetings not to exceed two (2) per year, when called by the Chief of Police.

2. Notice for these meetings will be posted on the bulletin board at least five (5) days prior to the meeting.

3. Any excuse from the meeting will be at the discretion of the Chief of Police

4. These meetings are not to exceed two (2) hours in length, and shall be held between the hours of 8:00 a.m. and 12:00 noon.

B. 1. All employees will attend department meetings when called by the Chief of Police, not to exceed two (2) per year.

2. Notice for these meetings will be posted on the bulletin board at least five (5) days prior to the meetings.

3. Any excuse from the meeting will be at the discretion of the Chief of Police.

4. These meetings are not to exceed two (2) hours in length, and shall be held between the hours of 8:00 a.m. and 12:00 noon.

ARTICLE XXX

Training

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

ARTICLE XXXI

Full Dress Inspection

A. 1. All employees will attend one (1) yearly full dress inspection, to be conducted by the Chief of Police only.

2. These inspections are to be held in a non-ceremonial setting for the sole purpose of uniformity with no political affiliation.

3. Notice for these meetings will be posted on the bulletin board at least five (5) days prior to the meeting.

4. Any excuses from the meeting will be at the sole discretion of the Chief of Police.

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

ARTICLE XXXII

Legal Aid

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

ARTICLE XXXIII

Mileage Allowance

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

ARTICLE XXXIV

Meal Allowance

Beginning on January 1, 1994, meal expenses incurred in the performance of duties outside the Township shall be reimbursed based upon submission of a meal receipt by the employee at the following rates:

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



ARTICLE XXXV

Savings Clause

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

ARTICLE XXXVI

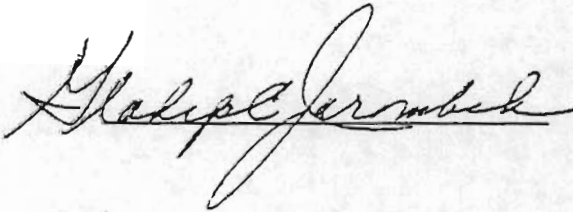
Duration

This contract shall become effective at 12:01 a.m., January 1, 1994, and shall continue in full force and effect until Midnight, December 31, 1996.

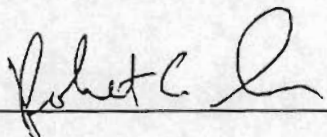
The parties shall begin negotiating for a new agreement at least sixty (60) days prior to the expiration of this agreement, upon written notice by either party to the other.

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

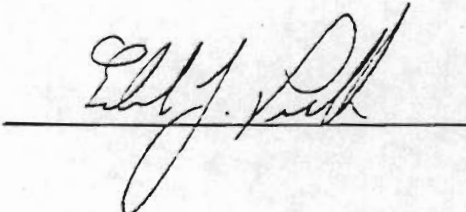
ATTEST:



TOWNSHIP OF MONTVILLE


BY: 

ATTEST:



POLICEMEN'S BENEVOLENT ASSOCIATION

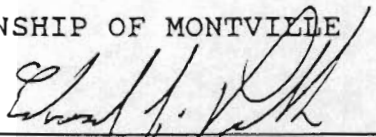
Local 140, N.J.P.B.A.

BY: 

APPENDIX "A"  
MEMORANDUM OF UNDERSTANDING  
[Relative to Article XV(D)]

The Township of Montville and PBA Local 140 hereby enter into this agreement as part of the parties' negotiations for collective bargaining agreement which is effective from January 1, 1994 through December 31, 1996. In order to avoid any undue hardship for two officers hired on February 1, 1994, the parties agree that the annual salaries of Patrolmen Frank Cooney and William Johnson will be \$23,000 effective on the date the Town Council adopts the appropriate salary ordinance for the bargaining unit. The parties further agree that Patrolmen Cooney and Johnson will not be required to repay the Township for any difference in the salaries they received from February 1, 1994 until the effective date of the aforementioned salary ordinance. The parties understand that the salaries of Patrolmen Cooney and Johnson will be adjusted on their anniversary date, February 1, 1995, to Step 1 of the 1995 salary guide.

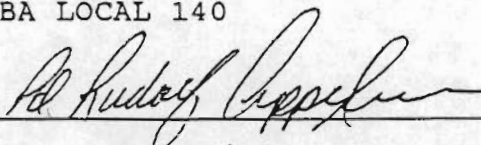
TOWNSHIP OF MONTVILLE



Date:

10/25/94

PBA LOCAL 140



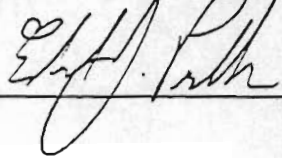
Date:

10/25/94

APPENDIX "B"  
MEMORANDUM OF UNDERSTANDING  
[Relative to Article XIX(D)]

The Township, the PBA and the SOA hereby agree that, if the Board of Trustees of the police and Firemen's Retirement System determines that holiday pay may not be paid as part of base salary upon completion of an employee's 23rd year of credited service as set forth in Article XIX(D) and Article XVIII(D) and Articles XVIII(D) of the PBA and SOA contracts, respectively, these provisions shall be null and void. In that event, the parties further agree that payment for holiday pay shall revert to the provisions set forth in Articles XIX(B) of the PBA and SOA contracts, respectively.

TOWNSHIP OF MONTVILLE

  
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PBA LOCAL 140

  
\_\_\_\_\_

PBA LOCAL 140 (SOA)

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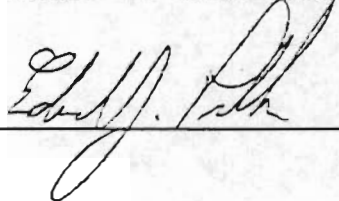
APPENDIX "C"  
MEMORANDUM OF UNDERSTANDING  
[Relative to Article XXVII E(4)]

The Township, PBA and the SOA hereby agree that the Township shall establish an Employee-Development Fund to cover five (5) of its present officers listed below when they retire with less than twenty-five (25) years of service with the Municipality. Those present officers covered by this Memorandum of Understanding are:

<u>Name</u>	<u>Date of Employment</u>	<u>Reason for Coverage Under Employee-Development Fund</u>
Lt. Carl Lewis	11-1-70	Bought back military time.
Sgt. Gary Martin	09-1-84	Previous service Montclair.
Ptl. James Vreeland	01-1-74	Previous service Riverdale.
Ptl. William Post	01-1-75	Previous service Verona.
Ptl. Robert Blasi	08-1-87	Bought back 28 months.

The Township shall reimburse each of the afore-named individuals on their retirement up to a maximum of \$1,500 per individual per year, not to exceed \$7,500 per annum in the aggregate for all such five designated officers.

TOWNSHIP OF MONTVILLE

  
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PBA LOCAL 140

  
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PBA LOCAL 140 (SOA)

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