

AGREEMENT

BETWEEN

TOWNSHIP OF MONTCLAIR  
ESSEX COUNTY, NEW JERSEY

AND

POLICE BENEVOLENT ASSOCIATION, LOCAL#53

January 1, 2019 through December 31, 2024

For the PBA

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**ARTICLE 1**  
**RECOGNITION**

A. The Township of Montclair (hereinafter the "Township" or "Employer") hereby recognizes the Police Benevolent Association, Local #53 (hereinafter the "P.B.A." or "Association") as the exclusive majority representative of all the Employees in the negotiations unit as defined in Article I, Section B, hereof for the purposes of collective negotiations within the meaning of the New Jersey Employee-Employer Relations Act, N.J.S.A 34:13A-1.1 et seq.

B. The negotiations unit shall consist of all sworn, full-time rank and file Police Officers of the Police Department of the Township of Montclair, New Jersey, now employed or hereafter employed. All other Township employees including, but not limited to, those holding the titles of sergeant, lieutenant, captain, deputy police chief, police chief, and those holding clerical, craft, professional, confidential, managerial executives and/or supervisors titles within the meaning of the New Jersey Employer-Employee Relations Act and all other employees employed by the Employer shall be excluded from the P.B.A. negotiations unit.

## ARTICLE 2

### ASSOCIATION SECURITY

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

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

C. Agency Shop. Any Employee, covered by this Agreement, who is not a member of the P.B.A., shall authorize the Employer (pursuant to Section B above) to deduct 80% of the P.B.A.'s dues from his/her salary, twice each month, only upon written consent authorizing such fees to be deducted. If written consent is not provided authorizing such fees to be deducted, then no dues may be deducted. The Employer shall forward such sums to the Treasurer and/or any other duly authorized officer of the P.B.A.

D. Indemnification. The Association shall indemnify, defend and hold the Township harmless against any and all claims, demands, suits or other forms of liability that arise out of any action taken by the Township in connection with this Article including, but not limited to the receipt, collection, disbursement, and/or payment, of dues made at the Association's request or the benefit of the P.B.A., provided said action is initiated by the Township after the receipt of salary deduction authorization cards furnished by the Association or official notification on Association letterhead from the P.B.A.'s President advising of a new or changed deduction. The Association shall provide the Township with its statutorily drafted demand and return system.

### ARTICLE 3

#### UNION BUSINESS LEAVE

A. The Employer shall permit members of the P. B. A. Grievance Committee (not to exceed a total of three (3) to conduct the business of the Committee, which consists of conferring with Employees and management on specific grievances in accordance with the grievance procedure set forth herein. Committee members shall be allowed to conduct such P.B.A. business during the duty hours of the members without loss of pay or compensatory time, provided the conduct of said business does not diminish the effectiveness of the Police Department or require the recall of off-duty police officers.

B. The Employer shall permit members of the P.B.A. Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay or compensatory time, provided this activity does not result in the Police Department's ranks or effectiveness being diminished or require the recall of off-duty police officers.

C. The Employer agrees to grant the necessary time off, without loss of pay or compensatory time, to P.B.A. members who are selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association in accordance with N.J.S.A. 11A:6-10.

D. The Employer shall grant time a total of 36 "PBA Business Days" off without loss of pay to the President of the P.B.A. and the State Delegate to the New Jersey State P.B.A. or their designees to conduct P.B.A. business, including but not limited to Local, County and State PBA functions. Not more than 36 days in total shall be granted per year for these purposes to the PBA as an association.

In addition, a maximum of three (3) P.B.A. officials shall be granted time off without loss of pay or compensatory time to attend, in an official capacity as representatives of the P.B.A., funerals for police officers who have given their lives in the course of their duties as police officers, provided that such attendance does not diminish the effectiveness of the Police Department or require the recall of off duty personnel.

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

F. A maximum of two (2) members of the Association, who are elected to the Executive Board of the Essex County P.B.A. Conference, will be granted time off necessary to attend any function where such attendance is mandatorily required by the Conference.

G. A maximum of one (1) member of the Association, who is elected to the Executive Board of the New Jersey State P.B.A., will be granted time off necessary to attend any functions, meetings, or hearings where that member's attendance is mandatorily required by the New Jersey State P.B.A.

H. Upon written agreement with the New Jersey State P.B.A., if the State Delegate is elected to the position of President or Vice President, he/she will be granted full work release from his/her normal duties during his/her term as delegate provided the New Jersey State P.B.A.'s by-laws allow for reimbursement, to the Employer, for the annual, gross base salary and paid benefits normally incurred. The member's status within the Police Department will remain



unchanged upon such member's return and his/her seniority or salary scale will not be affected while on full work release.

## ARTICLE 4

### MANAGEMENT PREROGATIVES

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

1. To make rules of procedure and conduct and to direct and control the quality of the work required, including the right to hire all employees and to promote, transfer, assign and re-assign employees, subject to the provisions of the Agreement.

2. To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order and safety, and, after reasonable advance notice of same to employees requesting compliance, subject to the provisions of the Agreement.

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

## ARTICLE 5

### BULLETIN BOARDS, PBA VISITATION AND USE OF ROOM

A. Subject to prior approval of the Township's Manager, which approval shall not be unreasonably withheld, the Township shall permit the P.B.A. through its President or his/her designees, reasonable use of Bulletin Boards in police headquarters for the posting of notices concerning P.B.A. business and activities affecting the welfare of P.B.A. members, However, the P.B.A. and its members shall be prohibited from posting any political advertisements and/or notices or any materials which disparage or reflect poorly upon the Township, its facilities or any of its employees or elected officials.

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

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

## ARTICLE 6

### VACATIONS

A. The Township shall grant annual vacations with pay in accordance with the schedule B annexed hereto. All vacation days shall be converted to hours, based on an 8.25 hour day.

B. The Employer shall give each employee the opportunity to utilize his\her annual vacation leave during the calendar year. If, at the end of the calendar year, there remains an amount of less than 11 unused vacation hours, officers will be permitted to carry this amount over. The hours carried over must be utilized in the following year, if possible.

On February 1<sup>st</sup> of each calendar year, the Police Chief shall request, all police officers to provide their vacation selections. All police officers shall submit their selections to the appropriate shift/bureau commanders no later than February 15<sup>th</sup>. Failure to make a selection within the time given shall result in such officer losing his\her turn until the next most senior officer makes his\her selection.

C. The Employer shall permit employees covered by the Agreement to split their annual leave once or more, by arrangement with and approval of the Police Chief.

D. During the first year of service, vacation leave shall be prorated from the officer's date of hire through the end of his first calendar year of service.

E. During the employee's last year of service, vacation leave shall be pro-rated if termination occurs due to a reason other than retirement.

ARTICLE 7

LONGEVITY

A. All employees hired prior to July 1, 1994 shall be entitled to and be paid longevity pay in addition to his/her base salary as follows:

<u>Year Completed</u>	<u>Percentage of Salary Base</u>
Upon completion of five (5) years	2% of base salary
Upon completion of ten (10) years	4% of base salary
Upon completion of fifteen (15) years	6% of base salary
Upon completion of twenty (20) years	8% of base salary
Upon completion of twenty-four (24) years	10% of base salary

B. All employees hired on or after July 1, 1994 and prior to July 1, 2013 shall be entitled to and be paid longevity pay, in addition to his/her base salary, as follows:

<u>Year Completed</u>	<u>Percentage of Salary Base</u>
Upon completion of five (5) years	1.5% of base salary
Upon completion of ten (10) years	3.0% of base salary
Upon completion of fifteen (15) years	4.5% of base salary
Upon completion of twenty (20) years	6.0% of base salary
Upon completion of twenty-four (24) years	7.5% of base salary

C. All employees hired on or after July 1, 2013, and prior to January 1, 2020, shall be entitled to and be paid longevity pay, in addition to his/her base salary, as follows:

<u>Year Completed</u>	<u>Percentage of Salary Base</u>
Upon completion of eight (8) years	3% of base salary
Upon completion of fifteen (15) years	4.5% of base salary
Upon completion of twenty (20) years	6% of base salary
Upon completion of twenty-four (24) years	7.5% of base salary

D. All employees hired on or after January 1, 2020, shall be entitled to and be paid longevity pay, in addition to his/her base salary, as follows:

<u>Year Completed</u>	<u>Percentage of Salary Base</u>
Upon completion of twenty (20) years	6% of base salary
Upon completion of twenty-four (24) years	7.5% of base salary

E. Continuous service with the Police Department and/or with the Township as part of the Police and Firemen's Retirement System shall be the basis for determining the number of years completed by an employee.

F. Longevity shall be included with and paid as part of the regular bi-weekly compensation in accordance with past practice.

**ARTICLE 8**

**BEREAVEMENT LEAVE**

A. The Employer agrees that each Employee covered by the Agreement shall be granted bereavement leave with pay for five (5) consecutive work days beginning with the day following the date of death of an Employee's spouse, child, brother, sister, mother, father or grandparent;

Leave for three (3) consecutive work days shall be granted on the death of a stepmother, stepfather, mother-in-law, father-in-law, or any person making his\her home with the Employee's family to such a degree as to cause him (her) to be reasonably construed to be a member of the family. A fourth (4<sup>th</sup>) day may be granted in the discretion of the Township after proper application to the Police Chief.

In the event of the death of any Employee's relative of a more remote degree, uncle, aunt, nephew, niece or cousin, a special leave of one (1) day may be granted upon proper application to the Chief of Police.

In no event shall any Employee hereunder be required to return to work prior to interment of the deceased relative, provided such burial is not delayed beyond a reasonable time, nor shall such officer suffer any loss of pay.

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

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

## **ARTICLE 9**

### **HOLIDAYS**

A. Every officer covered by this agreement shall receive fourteen (14) paid holidays each calendar year in addition to wages. Seven (7) of the fourteen (14) holidays shall be included with and paid at the officer's daily rate, equally distributed, as part of the regular bi-weekly compensation, for creditable salary purposes. The remaining seven (7) holidays shall be credited as compensatory leave days in lieu of cash payment. These days may be accumulated and stored in the officer's compensatory leave bank to be utilized as allowed in this agreement. Holiday pay shall not be included in the calculation for any rates of pay, including, but not limited to, overtime rates, pay rates, stipends, differentials and daily rates, other than base pay for pension purposes. The holidays mentioned herein are based on an eight (8) hour day.

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

C. By December 15<sup>th</sup>, each employee may elect for the following year to be paid for one or more of the seven (7) holiday compensatory days in the first paycheck in January of the following year.



## **ARTICLE 10**

### **INSURANCE**

A. The Employer agrees to provide State Health Benefit Plan or a plan equal to or better than, in sum, for all employees and their dependents as defined under the respective policies of insurance. The Employer agrees to provide major medical insurance to all employees and their dependents. For the duration of this Agreement, each employee shall contribute premium sharing contributions pursuant to P.L. 2011, c. 78. The parties agree that Chapter 78 contributions shall remain. The parties recognize that the Township will re-enroll in the State Health Benefits Plan, effective January 1, 2017.

B. The Employer agrees to provide dental insurance. The cost of such coverage for each employee and his/her dependents shall be paid in full by the Employer. The Employer agrees to modify the dental plan to a \$50 deductible payable by the employee provided there is no increased premium cost to the contract.

C. The Township shall provide short term disability insurance to employees covered by this agreement. The short term disability insurance plan will provide disability benefits equal to 66-2/3% of the disabled employee's basic weekly earnings but not to exceed \$444.00 with an exclusion period of 7 days.

D. The Employer will continue the Cafeteria Plan under Section 125 of the Internal Revenue Code currently in effect which permits employees to reduce their compensation to reimburse non-covered medical, dental, and dependent care expenses (i.e., those expenses not covered by present insurance benefits). The Township shall be solely responsible for administering the plan in accordance with applicable laws. In addition, the Cafeteria Plan shall provide that the

Employer will match the employee's contribution, dollar for dollar, up to a maximum of \$100.00 per employee.

## ARTICLE 11

### CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE

A. All employees of the Police Department covered by this Agreement shall be entitled to an annual clothing allowance of one thousand and fifty dollars (\$1050.00) per year. Effective January 1, 2017, said allowance increased to one thousand eleven hundred and twenty-five dollars (\$1125.00). Effective January 1, 2021, said allowance shall be increased to one thousand four hundred dollars (\$1,400.00). The above amount is payable in two (2) equal installments on April 1<sup>st</sup> and October 1<sup>st</sup> of each year. Employees who retire from the Police Department shall be entitled to a pro-rated clothing allowance up to his/her date of retirement or the date of commencement of terminal leave, whichever date is earlier. Employees who are honorably separated from the Police Department shall be entitled to a pro-rated clothing allowance up to his/her date of separation.

B. In lieu of the clothing allowance above, all new probationary officers shall be provided with a full set of uniforms at no cost to the officer.

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

Any personal items of any officer, damaged in the line of duty, shall be replaced or repaired, as the case may be, at the discretion of the Police Chief, by the Employer, without limitation as to the cost, except reimbursement for wrist watches shall be limited to \$50.00 and for eyeglasses shall be limited to \$100.00 per eyeglasses, provided that, if the cost to replace lenses exceeds \$100.00. the amount payable shall be the replacement cost up to a maximum of \$150.00. The Employer agrees to pay for such replacement or repair within thirty (30) days from date of reported loss.

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

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

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

## **ARTICLE 12**

### **LEGAL ACTION AGAINST POLICE OFFICERS**

A. Whenever any civil action is brought against any Employee covered by this Agreement for any act or omission arising out of and in the course of his/her employment, the Township shall defray all costs of defending such action, and shall furnish counsel for the defense or such action, and the costs of appeal, if any. The Township shall pay any adverse judgment and save harmless and protect the employee from any financial loss resulting from said civil action: The provisions of this Section A shall be subject to the provisions of N.J.S.A. 40A:14-155 and the judicial decisions thereunder.

B. Criminal, Civil, Municipal Court, and Superior Court Matters. Subject to the terms of section A above, the Township will reimburse an employee a maximum attorney hourly rate of up to \$155 per hour in all court matters. Police Officers will review the Township's list of attorneys before seeking their own counsel, as long as such list is made available to them by the Township within a reasonable period of time after requesting same.

## ARTICLE 13

### WAGES

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

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

C. Work Period, Work Day and Work Year.

1. The regular work period for employees shall be as follows:
  - (a) For those officers working a five consecutive days on and two days off schedule ("5-2" schedule), seven (7) consecutive calendar days beginning each Monday.
  - (b) For those officers working a schedule consisting of two days on followed by two days off, then three days on, followed by two days off then two days on followed by three days off (Alternate Schedule) fourteen (14) consecutive calendar days.
  - (c) For officers on an Alternate Schedule, the work day shall consist of eleven (11) consecutive hours in any one (1) day of the work period. As part of the work day, each officer shall have 45 minutes for meals but will be available for emergency calls at that time. For officers on a 5-2 schedule the work day shall consist of eight (8) consecutive hours in any one (1) day of the work period. As part of the work day, each officer shall have 30 minutes for meals but will be available for emergency calls during that time.
  - (d) The regular work year shall be the calendar year, during which each officer shall work a maximum of 2008 hours in exchange for his/her annual wage reflected in Schedule A.

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

D. OUTSIDE WORK - "Side Jobs".

1. Whenever a citizen, business, or governmental agency requests police officer coverage, and such work is deemed by the Township to be outside its normal police function and subject to payment by the requesting party (hereinafter "Outside Work or Side Job"), then the following shall apply:

- (a) A list for volunteers shall be first posted at the first change of shift from day to evening shift following receipt of the request;
- (b) All officers who wish to perform such work must personally sign such sign-up list.
- (c) Whenever reasonably possible, all officers wishing to perform this type of work shall be given an equal opportunity at obtaining it. In the event that more than the necessary number of officers sign up for the Side Job, those excluded shall be given a preference for subsequent job offers.
- (d) None of the above shall apply in the event an emergency request is made by the requesting party.
- (e) A private employer may request an officer(s) of the employer's choice provided, said officer(s) is available for the assignment and provided that notice of said private employment is posted on the bulletin board.
- (f) Effective July 1, 2013, employees shall receive seventy-one (\$71.00) dollars per hour for such outside employment work performed for a contractor or at a commercial establishment. Employees shall receive sixty three (63.00) dollars for outside work not performed for a contractor or paid directly by the Township. A special rate of forty-nine (\$49.00) dollars will be paid to the employee for the jobs, which are paid to the employee for the jobs, which are paid directly by the Township of Montclair, excluding the Parking Utility, Water Department and Board of Education. Officers will be treated as Township employees while performing the duties in this paragraph. Effective no later than January 1, 2020, there shall be only two rates for such outside jobs: (1) \$75.00 for outside vendors; and (2) \$57 for all Township sponsored jobs.

- (g) Effective December 20, 2016, in the event of an involuntary relocation from one job to another, said officer(s) shall be compensated the higher rate of pay.
- (h) Effective December 20, 2016, in the event of a mandatory call-back, officers who volunteered for the assignment shall be compensated at the posted rate. All officers who are compelled to work the detail shall be paid time and one-half (1 ½). For example, if a job is posted at \$71 an hour, any officer who volunteered for the assignment shall be compensated at \$71 an hour. All officers who are called back to work same shall be paid at his/her overtime rate.

E. COLLEGE CREDITS.

Officers who have received an Associate's Degree or who have achieved at least sixty (60) credits toward a Bachelor's Degree shall receive, in addition to regular wages, \$750.00 to be paid by separate check in the first pay period of June. Officers who have received a Bachelor's Degree shall receive, in addition to regular wages, \$1,250.00 to be paid by separate check in the first pay period of June.

F. WORK IN HIGHER CLASSIFICATIONS.

A ninety (90) day training period for work in higher ranks exists with no additional compensation to the employee. After completion of this period, if an employee works more than thirty (30) consecutive days in the higher position, he\she will receive the pay of the higher position.

G. SPECIAL DUTY STIPENDS.

Detectives shall receive a special duty stipend of \$1,200.00. The crime prevention officer and motor vehicle accident reconstructionist shall receive a special duty stipend of \$1,000. Field Training Officers, upon completion of said training, will receive a special duty stipend of \$500.00, per year. Effective January 1, 2017, the Field Training Officer (F.T.O.) stipend shall be increased to \$700 per year.



## ARTICLE 14

### SICK LEAVE AND INJURY LEAVE

A. The amount of sick time earned annually will be 107.25 hours for all officers to be used for non-occupational injury or illness. Employees will be allowed to use up to 55.00 hours of sick time a year to care for a family member. Employees will be allowed to accumulate all unused hours.

B. In the first week of January of each year, or as soon thereafter as practicable, the Employer shall provide each officer with a written statement of account as to the number of sick leave days used in the previous year and the balance of sick leave days accumulated to date.

C. Unused accumulated sick leave shall be paid to the officer or his/her estate, heirs or next-of-kin at time of the officer's separation of employment due to illness, disability, retirement or death at the officer's current rate of pay at the time of taking of terminal leave.

Effective December 20, 2016, the total accumulation of unused sick leave shall not, in any event, exceed \$15,000 if said officer's value of accumulated sick leave as of the above date is below said amount. If said officer's value of accumulated sick leave as of the above date is more than \$15,000 but less than \$20,264, said accumulation shall be set at said amount. If said officer's value of accumulated sick leave as of the above date is \$20,264 or higher, said total accumulation shall be \$20,264.

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

E. Family leave shall be granted to an officer consistent with New Jersey employment law.

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

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

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

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

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

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

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

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

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

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

L. In charging an employee with sick leave, the smallest unit to be considered is eight hours for officers who work an eight hour work day or 11 hours for officers who work an 11 hour work day. In the absence of abuse, any officer who works an eight hour work day, who works three or more hours of their assigned shift or any officer who works an 11 hour shift, who works 4 ½ hours of their assigned shift but is taken ill and unable to complete the shift, will not be charged sick time and will suffer no loss of pay.

M. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head, or his/her designee, shall be notified as early as possible but not later than one (1) hour prior to the start of the scheduled work shift from which he/she is absent except in extenuating circumstances (i.e., car accident). Failure to so notify the Department Head, or his/her designee, may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and who does not notify the Department Head or some other reasonable representative of the Township during the first two (2) days may be subject to dismissal barring extenuating circumstances.

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

O. Any employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

P. If an employee is absent for reasons that entitle the employee to sick leave, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled to work for the day(s) in question, with the following exceptions: To report for medical attention, physician's office or hospital; to attend a family emergency when contact is first made and only after approval is granted by the Chief of Police or his designee; to engage in the exercise of his/her right to vote; to engage in the exercise of his/her right to attend religious services; and to visit the pharmacy to pick up their prescriptions. Absence from his/her place of confinement without prior notification shall be cause for disciplinary action. An employee may not engage in outside employment while on sick leave without written permission of the Chief of Police.

Q. The purpose of the aforementioned sick leave language is to make it difficult for potential sick time abusers to abuse their time. The parties specifically recognize that the question of what constitutes abuse is an arbitrable issue. It being further understood that the Employer shall exercise reasonable discretion in the first instance.

R. For Employees working the Alternate Work Schedule, the Township will award 5 ½ hours (1/2 day) as a bonus day for each calendar quarter of perfect attendance. (A calendar quarter is defined as January – March, etc.). An additional bonus day will be awarded to employees with perfect attendance for the full calendar year, for a maximum of three (3) bonus days equivalent to thirty-three (33) hours earnable in a year (i.e., ½ day for each quarter of perfect attendance and one bonus day for perfect year).

For Employees working the 5-2 work schedule, the Township will award one-half (1/2) of a day equivalent to four (4) hours as a bonus day for each calendar quarter of perfect attendance. Calendar quarter is defined above. An additional two (2) bonus days will be award to employees with perfect attendance for a full calendar year, for a maximum of four (4) bonus days equivalent to thirty-two (32) hours earnable in a year. Bonus days shall be utilized in the same manner as compensatory leave time.

S. Officers may donate accrued sick time, up to a maximum of 10 days per donor per year, or 82.5 hours per donor per year to another employee covered by this agreement, who suffers from a catastrophic illness or injury, after the sick/injured employee has exhausted all of his or her sick time, vacation time and time owed subject to the following:

1. The donor employee must utilize time from his or her accumulate hours.
2. No days/hours that are donated shall be paid to the donee at the time of retirement.
3. In no event shall this provision provide a benefit window greater than one full year commencing from the date the employee first utilized his or her sick time as a result of this catastrophic injury or illness.
4. Any days/hours donated shall correspondingly reduce the number of days/hours to be paid to the donor at the time of separation, as delineated in Article 14, Section C of this agreement, for employees hired prior to July 1, 1994. For those hired on or after July 1, 1994, as delineated in Article 14, compensation shall be reduced by an amount equal to one day of pay at the time of separation for each day/equivalent hours donated.
5. The officer receiving sick time must apply and qualify for disability benefits and the donated days/hours will be utilized to keep the employee current in the pension system and other necessary deductions.

**ARTICLE 15**

**DISCHARGE OR SUSPENSION**

- A. No employee shall be disciplined or discharged without just cause.
- B. The provisions hereof shall not apply to Probationary Employees.

## ARTICLE 16

### GRIEVANCE PROCEDURE

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

B. Complaints may be initiated by an individual employee to the Police Chief or his/her Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee seeks to file a grievance, it shall be presented by the authorized P.B.A, representative.

C. When the P.B.A. presents a grievance to the Township on its behalf or the behalf of an employee or group of employees, such grievance shall be presented as follows:

Step 1. The President of the P.B.A. or his/her duly authorized and designated representative shall present the grievance in writing and discuss it orally with the Police Chief or his/her designee, within forty-five (45) days of the event giving rise to the grievance. The Police Chief shall answer the grievance in writing within five (5) days. Effective December 20, 2016, the time to file a Step 1 grievance shall be reduced from forty-five (45) days to thirty (30) days.

Step 2. If the grievance is resolved at Step 1, the grievance may be presented in writing to the Township Manager and/or his/her designee within three (3) work days of receipt of the Chiefs written decision. The Township Manager and/or his/her designee shall meet with the P.B.A.'s representative for the purpose of discussing the grievance within seven (7) days of presentation of the written grievance. The Township Manager and/or his/her designee shall answer the grievance in writing within seven (7) days after meeting with the representatives of the P B.A.

Step 3. If the grievance has not been settled to the satisfaction of the parties at Step 2 of the Grievance Procedure, the P.B.A. may demand arbitration of the grievance in accordance

with Article XVII, "ARBITRATION" hereinafter set forth. Failure of the Union to proceed to the next step within the appropriate time frame shall be deemed a waiver of the grievance. In the event the Township's agent(s) fail to respond in writing within the times provided above, the grievance shall move to the next step. All employees shall continue to observe all assignments and rules and regulations during the pendency of a grievance and until it is fully determined, except where an imminent danger to safety and health exists to the employee(s).

D. Effective December 20, 2016, "days", for the purposes of this Article, shall not include holidays and weekends.



## ARTICLE 17

### ARBITRATION

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

B. Within thirty (30) calendar days of receipt of the Employer's/Union's decision at Step 3, the aggrieved party must file for arbitration. Failure to file within this period shall be deemed a waiver of the grievance. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the New Jersey State Board of Mediation to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

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

D. The decision of the Arbitrator shall be final and binding on the P.B.A., the employee(s), and the Employer.

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

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

G. The Arbitrator shall be bound by the provisions of this Agreement and

shall not have the authority to amend, expand, modify, alter, replace, or change any of the provisions herein.

## ARTICLE 18

### ACCESS TO PERSONNEL FILES; ACCESS TO TEST INFORMATION

A. The Employer agrees to permit each employee full inspection and examination, without restriction, of his\her personnel file at least once during each calendar year upon reasonable advance request to the Township. When an Employee wishes to view his\her personnel file he\she must make a request to the Township's Human Resources Office. The Human Resources Office shall notify the requesting Employee in writing with the date and time the Employee can review the file. A copy of the notice shall be sent to the Police Chief by the Human Resources Office. The inspection shall take place in a private place provided by the Employer at reasonable business hours during the day. The Employer may require that such inspection and examination take place in the presence of the Human Resources Director and\or his\her designee, and the Employee may, at his\her option, have a third party present during the inspection. Employees can request copies of items in their personnel file within a reasonable time frame after inspecting same. The Employer will provide the copies within a reasonable period of time. Employees will require that only necessary items will be copied. When the Employee requests information to be included in their personnel file, said request must be made through the Police Chief. Whenever a new item is placed into an Employee's personnel file, the Employee shall be notified and given the opportunity to review the document, as evidenced by the Employee's signature and date, If the Employee elects, he\she may respond to the document in writing within five (5) calendar days and this writing shall be filed with the new document in the personnel file.

B. Whenever a promotional examination or procedure is given in the Police Department, the following procedures shall be used:

- (1) prior to giving an examination, the Employer shall inform the P.B.A. about the nature of the exam and the composition of the test;

- (2) The Employer shall give due consideration to the objections, comments and suggestions of the P.B.A. with regard to the testing procedure;
- (3) failure to comply with (1) and (2) above, shall render the examination null and void;
- (4) after the examination, every officer taking the exam shall have the right to see his/her own test score or rating and shall have the right to know how he did on each part of the exam or rating relative to the others who received the promotion.

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

## ARTICLE 19

### SENIORITY

#### A. Purpose.

(1) Effective January 1, 1999, "seniority" shall mean an officer's length of continuous service with the Employer as a sworn officer, including any service which must be credited under applicable state law. Working time credited by the Employer to an employee prior to January 1999 for service other than as a sworn officer shall be included in determining an officer's seniority. "Continuous service" shall not be broken by time lost due to authorized leave of absence, layoff less than one year or absence for a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Department's physician.

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

#### B. Layoffs.

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

First, by rank; and

Second: by department.

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

(3) So long as one or more officers are on a lay-off status, the

Employer shall not:

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

C. Recall.

1. Officers on lay-off status shall be recalled in the inverse order of  
layoff.
2. In the event of recall, the Employer shall serve written notice, by registered mail, return receipt requested (addressee only), upon the P.B.A. and the officer affected, directing such officer to report back to work within five (5) work days after receipt.

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

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

**ARTICLE 20**

**ASSOCIATION RIGHTS**

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

## **ARTICLE 21**

### **BILL OF RIGHTS**

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

1. The interrogation of an employee shall be at a reasonable hour, preferably when the member involved is on duty.
2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.
3. The questioning shall be reasonable in length. He/she should be allowed to have a P.B.A. representative present if he/she so desires. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.



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

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

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

7. In all cases and in every stage of the proceedings the Police Department shall afford an opportunity for an employee, if he\she so requests, to consult with counsel and\or his\her P.B.A. representative(s) before being questioned concerning a violation of the Rules and Regulations.

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

## ARTICLE 22

### DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the P.B.A. or against the employees represented by the P.B.A. because of membership or activity in the P.B.A. There shall be no discrimination or coercion by the P.B. A. or any of their agents against any employees covered by this Agreement because of membership or non-membership in the P.B.A. The Employer shall refrain from showing preferential treatment towards any particular employee. The Employer shall not discriminate in favor of, or assist, any other labor or police organization which in any way affects the P.B.A.'s right as certified representative for the period during which the P.B.A. remains the certified representative of the Employees. The Employer and the Association agree to adhere to all State and federal laws regarding discrimination. The Township will cooperate with the P.B.A. with respect to all reasonable requests concerning the P.B.A's responsibilities as certified representative.

**ARTICLE 23**

**MUTUAL AID**

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

B. The Employer and the Association agree to abide by all laws regarding mutual aid.

ARTICLE 24

EQUIPMENT

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

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

C. The Employer shall reimburse police officers for the use of their personal cars on police business at the rate of \$.205 per mile. Effective June 9, 2016, the reimbursement rate shall be the rate utilized by the I.R.S. The Employer shall endeavor to provide accessible off-street parking for personal vehicles when the officers are on duty.

D. In the event an officer observes an unsafe condition in a certain automobile which he\she is being instructed to use, he\she shall report this immediately to his\her immediate supervisor and said car will remain unused until a determination can be made as to the safety of said automobile. Such incident shall, as soon as possible, be reported to the Chief of Police, or

his\her representative, who shall immediately conduct his\her own investigation and determine whether the automobile complained of is safe. If the Police Chief, or his\her representative, agrees that the car is unsafe, the car shall not be operated until restored to safe operating conditions or, if necessary, replaced. If the Police Chief, or his/her designee, finds that the car is safe, then he\she will express such opinion in writing and direct all officers to continue to operate the car.

**ARTICLE 25**  
**SCHEDULES**

A. The Employer shall publish work schedules assigning each officer to his/her regularly scheduled shifts at least one month in advance. Schedules will be made available to all members via the VSS scheduling program, or similar digital program.

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

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

D. Employees shall work the schedule commonly referred to as the "Alternative Schedule" which will provide for a steady tour of duty without change for a period of six (6) months. Tours will be selected by the officers on the basis of seniority and approved by the Chief of Police. Tour selections shall be made twice a year by the first week of April and October of each year. The schedule will be employed for all police officers with the exception of current steady day officers, all detectives and all others assigned to a five on and two off (5-2) schedule.

E. The aforesaid Alternative Schedule shall consist of 11 hour shifts for all personnel assigned to the Patrol Division and will be broken down as follows:

- a. Group 1 – a 24 hour time period broken down into 4 squads  
Platoon A

- 1) Squad 1 – 0500 – 1600
  - 2) Squad 2 – 0800 – 1900
  - Platoon B
  - 3) Squad 1 – 1530 – 0230
  - 4) Squad 2 – 1830 – 0530
- b. Group 2 – a 24 hour time period broken down into 4 squads
- Platoon A
  - 1) Squad 1 – 0500 – 1600
  - 2) Squad 2 – 0800 – 1900
  - Platoon B
  - 3) Squad 1 – 1530 – 0230
  - 4) Squad 2 – 1830 – 0530
- c. The Groups above will work the following 14 day rotation;
- Two days on, followed by two days off, then  
Three days on, followed by two days off, then  
Two days on, followed by three days off.
- d. Officers working the Alternative Schedule beyond their scheduled tour of duty will be compensated at time and one half pay.

F. Training. Any outside police-related training (Police Academy, etc.) will be handled in one of the following methods, depending on the duration of the training:

- i. Week long training classes – Officers assigned to a one or more week long programs will essentially be credited with working a 40 hour work week, consistent with non-patrol personnel and current policy.
- ii. The parties will continue the current practice with respect to whether officers attending single or multiple day training courses less than a week (5 days) in duration will be required to finish their regular schedule tour of duty following the completion of training.

**ARTICLE 26**

**SAVINGS CLAUSE**

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



**ARTICLE 27**

**TABLE OF ORGANIZATION**

In the event the Employer intends to change the Table of Organization for the Police Department, in any manner, the Employer shall give notice to the P.B.A. President via e-mail or other type of recording messaging.

**ARTICLE 28**

**CREDIT UNION**

Officers who wish to participate in the Newark Police Federal Credit Union, shall notify the Township to make deductions from his/her pay as indicated in his/her written authorization form which he/she shall file with the Township's Department of Finance. Employees may elect to participate in the credit union or make changes to their deductions once each year. The P.B.A. agrees to indemnify and hold harmless the Township from any causes of action, claims, loss, or damages incurred as a result of any action it takes in conjunction with this Article.

**ARTICLE 29**

**CONTINUING POLICE EDUCATION**

A. The Chief or his/her designated representative shall distribute to the appropriate shift/bureau commanders, personally or via e-mail, any training opportunities that become available.

B. The Police Chief ultimately shall select those officers who shall actually attend the course, lecture, etc. If the Police Chief determines that the officer's attendance is not in the best interest of the Police Department, the Chief will provide a written statement to the officer explaining the basis for the denial.

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

## ARTICLE 30

### OUTSIDE EMPLOYMENT

#### I. POLICY

A. The employee's position with the Township is to be considered his/her primary job. Nothing contained herein shall prevent an employee from engaging in outside employment on off duty hours, provided such employment does not conflict with the employee's official Township duties or present a conflict of interest.

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

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

#### II. PROCEDURE

A. All police officers shall report, in writing, to the Chief of Police. by January 31st of each year, any outside employment in which they are engaged. Said report shall set forth pertinent information concerning the type of employment, the name and address of the employer, and the hours of such employment.

B. The Police Chief will review all reports of outside employment and indicate his/her approval or disapproval of such outside employment. No outside employment shall be approved by the Police Chief if, in his/her or her judgment, there is a reasonable probability, that such outside

employment will interfere with an employee's performance, or compromise an employee's position with the municipality due to a conflict of interest.

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

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

E. In the event that an employee has engaged in certain outside employment for a period of not less than one year, wherein no complaints have been registered concerning interference with said employee's performance or compromise of said employee's position, there shall exist a presumption that said outside employment does not create an impermissible conflict of interest. In the event of a material change in an officers job-related circumstances, the presumption stated above shall not foreclose a review by the Police Chief of the officer's report of outside employment. In such a case, the Police Chief shall indicate his/her approval or disapproval of such outside employment based on the new set of circumstances.

F. Disputes as to decisions made under this Article shall be subject to the parties' grievance procedure, as set forth in Article 16 of the Agreement. The parties, however, will proceed directly to arbitration pursuant to Step 3 of the Grievance procedure.

The unsuccessful party shall be responsible for all arbitration fees.

## ARTICLE 31

### PHYSICAL ASSESSMENT/EXAMINATIONS OF EMPLOYEES

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

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

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

**ARTICLE 32**

**OVERTIME AND COMPENSATORY TIME**

A. OVERTIME

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

2. Employees shall be entitled to overtime compensation at the rate of one and one half times (1 ½) the officer's regular hourly rate of pay in either cash or compensatory time, at their option, for all time worked in excess of the regularly scheduled shift. For officers on a 5-2 schedule, all hours worked in excess of 40 hours, during the regular seven (7) consecutive work day period, shall be deemed beyond the regularly scheduled shift.

If at any time an officer accumulates more than 480 hours of compensatory time, all payments to such officer for overtime compensation shall be in cash payment only until such time as such officer's compensatory time accumulation no longer exceeds 480 hours.

3. Where separation from employment occurs for reasons other than retirement, any time owed, shall be paid according to the Fair Labor Standards Act.

4. Any officer, who is required or subpoenaed to appear before any Grand Jury, Juvenile Court or other Court (including Municipal Court) or hearing at a time other than his\her regularly scheduled work shift, shall be compensated with pay at the premium rate of one and one-half times (1 ½ x) his\her regular rate of pay for all hours in attendance at Court, for all hours worked. Officers shall be paid for a minimum of three (3) hours, including travel time (unless the appearance is outside the State of New Jersey), provided such appearance is

related to the performance of his/her duties as a Montclair police officer. The Employer reserves the right to require officers to work the entire three (3) hours if the actual time spent in Court is less than three (3) hours.

B. Compensatory Leave ("T.O.") Time

1. Upon the execution of this agreement and continuing thereafter, all "time off" or "T.O. days" shall be referred to as compensatory leave days. All compensatory leave days shall be subject to all of the provisions and past practices governing the use of "time off" or "T.O. days" that were in existence prior to the execution of this agreement.

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

(a) Each officer may use seven (7) compensatory leave days per year that he/she has in his/her compensatory leave bank, provided he/she takes no more than two (2) days at a time and he/she has given at least fourteen (14) days written notice to the Chief stating the day(s) he/she wishes to take off from work. Effective December 20, 2016, the number of days written notice shall be reduced to seven (7) days.

(b) No more than three officers may take time off (vacation or compensatory leave days) per Uniform Division Patrol Shift, per day. This number is not to be exceeded, except under certain circumstances, with the expressed approval of the Chief of Police or his designee.

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



3. All officers working a 5-2 schedule shall be permitted to take one day off each calendar month for his/her regularly scheduled work days up to a maximum of nine (9) days each work year, provided the officer obtains prior approval from the Police Chief which shall not be unreasonably withheld. However, in no event shall such days off be permitted in the months of June, July and August. Denial by the Chief in the months of June, July or August shall be deemed reasonable.

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

D. Any employee who is placed "on call" by the Police Chief, shall receive four (4) hours of compensatory leave as compensation for such "on call" duty. Such employee will remain within a twenty-five (25) mile radius of the Township of Montclair while "on call".

E. Montclair Municipal Court. Reasonable efforts will be made to schedule night time personnel for court at night during their regularly scheduled work times.

F. Grand Jury/Superior Court for Nighttime officers. When an officer is scheduled for Grand Jury/Superior Court prior to 1300 hours the officer shall be granted leave from 2400 hours, the night prior, in order to rest prior to appearing in court a no additional cost to the Township, up to and until a total of 11 hours has passed (Work day + court time). At that time, the officer will be compensated at time and one half.

G. Petit/Grand Jury Duty. Upon notice to serve on a Grand/Petit Jury on a scheduled work day, that time will be accepted as an officer's workday.

**ARTICLE 33**

**FULLY-BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## **ARTICLE 34**

### **DURATION**

A. This Agreement shall be in effect from the first day of January 2019 until the 31<sup>st</sup> day of December 2024, or the date on which a substitute agreement is executed.

B. Collective negotiations for a successor agreement shall commence in accordance with the rules and regulations of the Public Employment Relations Commission.

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

D. The Employer will provide a digital copy (preferably as a "Word" document) of this contract to the P.B.A. The Employer shall insure that one copy of this contract will be kept and maintained at Police Department Headquarters at all times.

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

IN WITNESS WHEREOF the parties have hereto affixed their signatures this

25<sup>th</sup> day of September, 2019.

ATTEST:

TOWNSHIP OF MONTCLAIR  
IN THE COUNTY OF ESSEX

*A. Bermudez Nieves*

*Tuller*

ATTEST:

MONTCLAIR POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
LOCAL NO. 53

*Angie Gilbertson*

*Raymond J. Tuller*

**SCHEDULE A**

**POLICE OFFICERS SALARY INCREASES 2019 THRU 2024**

(for officers hired before 7/1/2013)

Rank	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/23</u>	<u>1/1/24</u>
Sixth Step	102,146	104,700	107,841	111,076	114,964	119,275

\*Steps 1-5 have been omitted from the above mini guide because no employees for whom this guide is applicable are on those steps, during this agreement.

**SCHEDULE A**

(for Officers hired after 7/1/2013)

Rank	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
Academy	33,317	33,317	33,317	33,317	33,317	33,317
First Step	53,713	53,713	53,713	53,713	53,713	53,713
Second Step	57,282	57,855	58,434	59,018	59,608	60,204
Third Step	60,312	60,915	61,524	62,140	62,761	63,389
Fourth Step	64,993	65,643	66,300	66,963	67,632	68,309
Fifth Step	69,674	70,371	71,075	71,786	72,504	73,229
Sixth Step	76,954	77,723	78,501	79,286	80,079	80,879
Seventh Step	84,232	85,074	85,925	86,784	87,652	88,529
Eighth Step	94,332	95,275	96,228	97,190	98,162	99,144
Ninth Step	102,146	104,700	107,841	111,076	114,964	119,275

Any officer who was scheduled to move on his/her anniversary date to the former top step (99,655) shall move to Step 9 (102,146) on his/her anniversary date of September 30, 2019. Moreover, any member who retired in 2019 shall receive retroactive pay. Lastly, Officers shall receive the academy rate set forth above for twenty-six weeks. Each further step movement on the salary schedule shall be after successive one-year periods.

**SCHEDULE B**

**VACATIONS**

<b>Years of Service</b>	<b>Days of Vacation Leave</b>	<b>Hours per years at (8.25 hours)</b>	<b>Conversion at 11 hours (days)</b>
Less than 1 year	1 day/month up to a max of ten (10) days	82.5 hours	7.5 days
After 1 year	12 days	99 hours	9 days
After 2 years	13 days	107.25 hours	9.75 days
After 3 years	14 days	115.5 hours	10.5 days
From 4 through completion of 5 years	15 days	123.75 hours	11.25 days
From 6 through completion of 9 years	16 days	132.0 hours	12 days
From 10 through completion of 11 years	17 days	140.25 hours	12.75 days
From 12 through completion of 13 years	18 days	148.5 hours	13.5 days
From 14 through completion of 17 years	19 days	156.75 hours	14.25 days
From 18 through completion of 19 years	20 days	165 hours	15 days
From 20 through completion of 21 years	21 days	173.25 hours	15.75 days
From 22 through completion of 24 years	22 days	181.5 hours	16.5 days
From 25 years and over	25 days	206.25 hours	18.75 days

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

Vacation leave shall be prorated during first and last year of service except as provided in Article 6, Paragraph E.