

AGREEMENT

Between

THE TOWNSHIP OF MONTGOMERY

And

PBA LOCAL NO. 355

JANUARY 1, 2020 THROUGH DECEMBER 31, 2024

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AGREEMENT

This Agreement made and entered into this 20 day of August, 2021 by and between the Township of Montgomery, New Jersey, hereinafter referred to as "Township" and the P.B.A. Local #355, Montgomery Township Police, hereinafter referred to as "P.B.A."

ARTICLE 1
RECOGNITION

A. The Township recognizes the PBA as the exclusive bargaining representative with respect to terms and conditions of employment for all sworn full-time non-probationary police officers, including any sergeants, but excluding any other superior officers and the Chief of Police/Director.

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

ARTICLE 2

MANAGEMENT RIGHTS AND RESPONSIBILITIES AND SENIORITY

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

B. Seniority, for all contractual purposes, shall be defined as rank first, then time served in rank.

ARTICLE 3
NON-DISCRIMINATION

The Township and the PBA agree that there shall be no discrimination against any member based upon any applicable Federal or State law.

GRIEVANCE PROCEDURE

A. Definitions:

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

B. Presentation of Grievances

In the presentation of a grievance, grievants shall have the right to present their own appeal or to designate a PBA representative to appear with them. There shall be no loss of pay for the time spent in presenting the grievance by the grievant through the grievance procedure. In the event an officer is issued such minor disciplinary actions such as an oral reprimand, written reprimand, coaching or counseling notice or other similar actions, said employee may submit a rebuttal.

C. Steps of Grievance Procedure

The Following shall constitute the initial method for the resolving of grievances between the parties covered by this Agreement:

Step One:

The grievant shall institute action under the provisions hereof in writing, signed, and delivered to the Chief of Police/Director within fourteen (14) working days after the Chief of Police/Director would reasonably be expected to know of the occurrence. Failure to act within said fourteen (14) days shall be deemed to constitute an abandonment of the grievance. The Chief of Police/Director shall render a decision, in writing, within fourteen (14) working days after receipt of the grievance.

Step Two:

In the event the Chief of Police/Director fails to render a written decision within said fourteen (14) days or if a satisfactory settlement has not been reached within said period, the grievant may, in writing, file the grievant's signed complaint with the Township Administrator within fourteen (14) working days following the determination in Step One. The Township Administrator, or the Administrator's designee, shall render a decision within fourteen (14) working days after the receipt of the complaint. This decision shall

be final in all cases except where a violation of the Agreement is alleged.

Step Three:

In the case of an alleged violation of this Agreement, should the grievant be dissatisfied with the Township Administrator's decision, the grievant, with the approval of the PBA, shall have fourteen (14) working days in which to file a request for binding arbitration. The Arbitrator shall be chosen from a panel submitted by the Public Employees Relations Commission and selected in accordance with its procedure. However, no arbitration shall be scheduled sooner than thirty (30) days after the final decision of the Township Administrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasons and conclusions of the issues submitted. The decision shall be final and binding on all parties. The cost of the services of the arbitrator shall be borne equally by the Township and the PBA. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be borne equally. Time limits under this Article may only be changed by mutual agreement of the parties in writing.

ARTICLE 5
ACCESS TO PERSONNEL FILES

A. Upon request and within three (3) working days of notice, employees shall have an opportunity to review and examine their personnel file. The Township has the right to have such review and examination take place in the presence of a designated official. The Township shall honor the request of any employee for copies of documents in the file.

B. Materials to be used for purposes which will effect discipline, promotion, training or evaluation shall be kept in the personnel file referred to in Section A of this Article, and maintained in the Office of the Chief of Police/Director.

ARTICLE 6
SALARIES

A. The Salary Guides (Rank and File and Sergeants) shall be modified at each step and rank by the following percentages on each effective date and retroactive to each effective date as applicable:

1. Effective January 1, 2020, each step on each salary guide shall be increased by two percent (2%).

2. Effective January 1, 2020, the salary for the Top Step of the Rank and File Salary Guide, the First Step of the Sergeant's Salary Guide and the Second Step of the Sergeant's Salary Guide shall be as follows:

Top Step Rank and File—	\$114,750.00
First Step Sergeant's—	\$121,125.00
Second Step Sergeant's—	\$127,500.00

2. Effective January 1, 2021, each step on each salary guide shall be increased by two thousand dollars (\$2,000.00); in addition, each step on each salary guide shall be increased by two percent (2%) immediately thereafter.

3. Effective January 1, 2022, holiday pay, as calculated in accordance with Article VIII of the 2016-2019 CNA, shall be rolled into the reflected salary of each step of the Rank and File and Sergeants' Salary Guides. Immediately thereafter each step on each salary guide shall be increased by two percent (2.0%).

4. Effective January 1, 2023, each step on each salary guide shall be increased by two percent (2.0%).

5. Effective January 1, 2024, each step on each salary guide shall be increased by two and one quarter percent (2.25%).

Base annual wages for employees covered by this Agreement are set forth in Schedule A annexed hereto.

It is understood that probationary officers are not part of the bargaining unit and that their rates, where shown, are shown for informative purposes only.

B. An additional \$1,500.00 shall be added after the first year of services to the base salary of any officer who has been awarded an appropriate Master's Degree as

approved by the Township Administrator.

C. 1. The Chief of Police/Director, or the Director/Chief's designee, may from time to time, temporarily assign, in writing, a member to the duties of higher ranking position.

2. In cases where the duration of the temporary assignment is equal to three (3) working days (thirty-six [36] hours), the person of lower rank assigned by the Chief of Police/Director to fill that position on a temporary basis will be paid the higher ranking position's equivalent pay retroactive to the beginning of the assignment.

ARTICLE 7

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME OFF

A. The normal work week for all members of this unit shall be an average of forty (40) hours per week. The normal work day for those members working on a regular shift basis shall be eight (8) hours per day.

B. Overtime worked, when directed by the Chief of Police/Director, shall be paid at the rate of one and one-half (1-1/2) times the employees' regular hourly rate for each hour worked in excess of their regular schedule. In computing overtime compensation, the nearest one-fourth (1/4) hour shall be the smallest fraction of an hour to be counted.

C. Compensatory Time Off Compensatory time off is paid time off in lieu of cash overtime. It is earned at the rate of time and one-half (1½) for each hour of overtime worked and may be accrued to a maximum of two hundred and forty (240) hours. It is the Officer's option to choose Compensatory Time Off or a cash payment. Officers will indicate their choice on the standard Overtime Record (Pink Card). No election will result in the Officer being compensated in cash. Compensatory Time Off shall be taken under all current leave policies.

This section on Compensatory Time Off does not apply to the current allotment of 104 Reserve Hours added to the schedule of the Officers assigned to a 12-hour Schedule which are paid at straight time and must be used or forfeited by March 31st of each year.

D. Officers may use accrued Compensatory Time Off, vacation and sick leave to receive pay for time taken off for approved Family and Medical Leave, New Jersey Family Leave or other approved leaves of absence in the order stated in the Township's Personnel Policies. Use of earned Compensatory Time Off shall be counted against the employee's FMLA and/or NJFLA leave.

E. Overtime pay shall also be paid to a member who works a regular shift for all hours worked on a scheduled day off.

F. Overtime will be scheduled so as to provide each member of the

Department an equal opportunity to work such overtime.

G. Any appearance by members of the Department in a civil case, which requirement arose out of the performance of their official duties on behalf of the Township, shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for such appearance if the appearance is required outside their regular schedule.

H. Overtime rates shall not be paid for any overtime worked which is less than fifteen (15) minutes.

I. 1. Employees called into work outside of their regular schedule shall receive a minimum of four (4) hours of pay at their overtime rate, or the overtime actually worked, whichever is greater, under the following circumstances.

a. The employee is off-duty for the entire day and called into work;

b. The employee ends the shift for the day, has left the building, and is recalled; and

c. An employee off-duty and scheduled to work a shift during the day is called into work prior to the shift starting time, works the necessary assignment, is relieved from duty and expected to return for the scheduled tour of duty for the day.

2. Employees who are called into work prior to their regularly scheduled shift and work a period of time consecutive with the regular shift, shall be paid at the overtime rate for time actually worked prior to the beginning of the regular shift.

3. Employees called into work outside of their regular schedule shall be considered "on duty" for insurance purposes only upon leaving their residence or other location for work.

4. An employee placed "on call" shall receive four (4) hours overtime compensation, regardless of whether the employee is actually called in to work.

ARTICLE 8
HOLIDAYS AND HOLIDAY PAY

A. 1. All employees in the bargaining unit shall be eligible to receive a holiday allowance equal to eight (8) hours of pay at their straight time hourly rate of pay for each of the fourteen (14) holidays listed below. The holidays observed by the Township for this purpose shall be:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

2. Effective January 1, 2001, the Holiday benefit shall be paid in equal installments along with the regular payroll and shall be used in all calculations.

B. To qualify for an employee allowance, an employee must be on the payroll on the date of the holiday's observance.

ARTICLE 9
VACATIONS

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

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

2. Effective on January 1st of the calendar year following the year in which the employee is hired: Seventeen (17) vacation days. Should the employee leave the employ of the Township prior to July 1st of that year, pay for vacation days taken which exceed the number of months worked shall be deducted from the final check.

3. Thereafter up through five (5) years of consecutive service seventeen (17) days.

4. Six (6) through fifteen (15) years of consecutive service: twenty-two (22) days, beginning in the calendar year in which the sixth (6th) anniversary of employment occurs.

5. Sixteen (16) years or more of consecutive service: Twenty-six (26) days beginning in the calendar year in which the sixteenth (16) anniversary of employment occurs.

6. No employee shall be entitled to take a vacation until the completion of six (6) months of service.

B. Vacations for full-time employees in the bargaining unit shall be scheduled by the Chief of Police/Director or the Chief/Director's designee in the following manner

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

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

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

C. Except as provided in this Section, no more than eighty (80) hours of any accrued vacation not taken may be carried over to the following year. Should a vacation period which was approved be canceled by the Chief/Director because of the press of Department business, the Chief/Director shall permit such vacation time to be carried into the following year.

D. When a scheduled vacation is cancelled by the Chief of Police/Director because of an emergency or unforeseen circumstance, the Township shall reimburse the affected members for vacation associated non-refundable deposits lost by them because of their inability to use said scheduled vacation time. Evidence of such lost deposits shall be provided to the Chief of Police/Director in accordance with administrative procedures established by them.

ARTICLE 10
FUNERAL LEAVE AND FUNERAL EXPENSES

A. All full-time regular employees will be allowed five (5) consecutive working days off to include day of burial, in the case of the death of a father, mother, spouse, child, step-child, mother-in-law or father-in-law, step-mother and step-father of employee only.

B. In the case of the death of a grandfather, grandmother, brother, sister, son-in-law, daughter-in-law, grandchild, three (3) consecutive working days, including day of burial, shall be granted. To be consistent with other proposed modifications, 'working days' shall be defined as eight (8) hours regardless of employee's title, rank, shift or assignment.

C. In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, or grandparent-in-law one (1) working day, the day of the burial only, shall be granted. To be consistent with other proposed modifications, 'working days' shall be defined as eight (8) hours regardless of the employee's title, rank, shift or assignment.

D. In the event that an employee dies while on duty or dies from injuries sustained while off duty but in performance of the employee's legally authorized and sworn duty, the Township will immediately pay the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) towards the funeral and connected expenses to the employee's beneficiary/ies or estate, regardless of the amounts for such expenses received from other sources.

E. In the event an officer's funeral leave ends during the regularly scheduled shift, the officer shall be granted benefit time (personal, reserve, vacation or sick) off for the remainder of the shift even if overtime is needed.

F. Survivor/Estate Benefit In the event of the death of an employee, whether on or off-duty, the employee's survivors will be paid the employee's accrued vacation days, compensatory time, and salary. There will be no pro-rating of the accounts at the time of death. All of the above should be paid to the employee's survivor(s) within thirty (30) to sixty (60) days from the date of death of said employee.

ARTICLE 11
SICK LEAVE

A. All full-time regular employees in the bargaining unit may receive sick pay for up to twelve (12) working days per year earned at the rate of one (1) day per calendar month worked during the first calendar year of employment, up until December 31 of that year. Consistent with other provisions of this agreement, 'working day' shall be defined as eight (8) hours regardless of the employee's title, rank, shift or assignment. Thereafter, all full-time regular employees in the bargaining unit may receive sick pay for up to twelve (12) working days per year, which shall accrue as of "January 1st". There shall be no limit to the number of unused sick days which may be accumulated.

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

C. Sick time allowance is granted only for an employee's sickness or injury, not work related, and cannot be taken for any other reason. An employee may utilize up to five (5) sick days per year to care for any member of the employee's household including domestic partner and also including parents and dependent children not living in employee's household, spouse, children, mother or father of children.

D. When absent on sick leave for more than five (5) consecutive working days, an employee shall provide a certified statement from the employee's attending physician indicating that the employee is fit to return to work. Consistent with other provisions of this agreement, 'working day' shall be defined as eight (8) hours regardless of the employee's title, rank, shift or assignment.

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

F. The employer will comply with all aspects of the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act.

ARTICLE 12
ADMINISTRATIVE PERSONAL LEAVE

A. Employees Covered under this Agreement shall be entitled to two (2) days of administrative personal leave of absence with pay in each calendar year.

B. Requests for administrative personal leave must be approved twenty-four (24) hours in advance by the Chief of Police/Director.

ARTICLE 13
UNIFORM ALLOWANCES

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

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

C. All employees required to wear civilian attire (non-uniform) will receive an annual clothing reimbursement of one thousand (\$1,000.00) dollars.

ARTICLE XIV14
IN SERVICE TRAINING

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

B. In cases where an employee attends an authorized school, course or training session at the direction of the Chief of Police/Director, the Township shall furnish the employee transportation between police headquarters and the location of the school, course or session. Since transportation may be furnished in kind or by case reimbursement, and of by case, the reimbursement shall be computed at the prevailing IRS rate of compensation per mile for the most direct route. Transportation or compensation shall be so furnished only for trips actually made by the employee.

C. The Township agrees to establish a committee with the PBA to study the cost and availability of courses for the discussion of reimbursement for bachelors or master's degree course work. This committee will be formed within thirty (30) days of the signing of this Agreement. The Township Committee shall consider the committee's findings.

D. Any and all employees assigned to serve as Field Training Officers will receive a stipend of thirty five dollars (\$35) per day for each day serving as a Field Training Officer.

E. The Officer in charge of scheduling, conducting and completing Firearms and MATS training shall receive an annual stipend of one thousand (\$1,000.00), payable in equal parts, one-half upon completion of the spring training session and one-half upon the completion of the fall training session.

ARTICLE 15
PENSION AND HEALTH BENEFITS

A. The Township agrees to continue all pension and health benefits in effect on January 1, 1993 for the term of this Agreement.

B. The extension of health benefits to employees who are on unpaid leave because of sickness or disability and all paid leave has been exhausted will be as permitted and required by regulations of the State Health Benefits program

C. The employer shall provide the foregoing insurance or its equivalent for all full time members. Employees shall pay a portion of their salary toward the premium of health care coverage in accordance with the dictates of P.L. 2011, c.78 as fully set forth in attached Schedule B which is appended to this contract. The charts set forth herein reflect the phase-in contribution levels for employees employed on the contributions effective date who will pay $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ and the full amount of contribution rate during the phase-in years. To calculate the total percentage paid, the employer will combine the medical plan premium percentage, dental plan premium percentage and, if applicable the prescription plan premium percentage for the appropriate level of coverage. See attached Schedule B.

D. Upon the presentation of proof demonstrating enrollment in a healthcare plan, an employee shall have the right to opt out of insurance coverage, and the Township agrees to pay a stipend to any employee for the waiver of health benefits equivalent to twenty-five percent (25%) of the cost of those benefits or no more than five thousand dollars (\$5,000.00). Members may opt back into coverage based on a qualifying event under COBRA at the rate established had they not opted out. To receive this benefit, employee will follow the procedures for then-current Township policy.

ARTICLE 16
COMPREHENSIVE HEALTH BENEFIT PLAN

A. 1. The Township shall provide reimbursement of any actual expenditures by employees on behalf of themselves or their dependents for one or more of the following, provided that the expenditures are not eligible for reimbursement through insurance coverage:

- a. Dental Services;
- b. Optical Services;
- c. Prescription drugs; and
- d. Premium costs for dental and disability insurance.
- e. Other medical treatment: any expenses incurred by the employee or their dependent(s) for any physician –prescribed medical treatment, including but not limited to: hearing aids, chiropractor, acupuncture and dermatologist.

2. The maximum annual reimbursement shall be \$1,000.00.

B. The employees shall be allowed to carry over unused portions of their cafeteria plan allowance from year to year up to a maximum of \$2,000.00.

C. The Township will maintain the same wellness program in effect from 2013-2015 through 2024.

D. Wellness Incentive: The Township will pay a Five Hundred Dollar (\$500.00) Wellness Incentive Grant annually to each Employee who provides proof that the employee has had a physical examination by a medical doctor.

ARTICLE 17
LONG TERM DISABILITY

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

ARTICLE 18
DEFERRED COMPENSATION PLAN

A. Eligible employees may participate in the Deferred Compensation Plan provided by the Township.

B. Participation in the Deferred Compensation Plan may commence during the payroll period ending May 13, 1991, to the extent permissible by law and regulations.

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

ARTICLE 19
INSURANCE INDEMNIFICATION

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

ARTICLE 20
TIME OFF FOR PBA CONVENTIONS

A. The Township agrees to grant the necessary time off to duly authorized representatives of the PBA Local #355 in order to attend a State or National Convention, as provided under N.J.S.A. 40A:14-177.

B. A duly authorized representative is defined to mean the delegate elected by members of the PBA local #355 to represent them, or either of two (2) alternate delegates.

C. The PBA shall furnish the Township, in writing, with the names of its duly authorized representatives.

D. The authorized representative of the PBA, as defined in Section B of this Article, shall not lose pay or benefits when dealing directly with the Township on PBA matters.

E. In the negotiation of a successor contract, up to three (3) members of the PBA may participate in the negotiations without loss of pay or benefits.

1. The PBA, through its authorized representatives, shall have the right to meet with the Police Advisory Board twice a year to discuss issues related to public safety. The PBA shall, in each instance, meet first with the Chief of Police/Director to establish an agenda of discussion items.

2. Items which are covered by this contract and/or are subject to the grievance procedure, shall not be discussed at these meetings.

F. The PBA State Delegate shall be granted time off with pay to attend monthly meetings of the State PBA Board of Delegates and the County PBA Conference, and State PBA Committee meetings. It is understood that the State PBA Delegate will return to duty at the conclusion of the meetings.

ARTICLE 21
NO STRIKE PLEDGE

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

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

C. The PBA will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against Township.

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

ARTICLE 22
REDUCTION IN FORCE

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

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

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

D. Recall: Permanent full-time employees will be recalled to work in the reverse order within job classification in which they were laid off by the employer, provided the employee has the necessary skills, qualification and ability for the work available. Notice of recall will be made by telegram or certified mail to the employee's last home address of record. The employee must provide the Township with any address change while waiting for recall.

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

F. No new employee shall be hired by the Township While there are employees on the recall list qualified to perform the duties of the vacant position, unless

such employees on recall refuse to accept such employment. Employees recalled to a classification with a lower salary rate than their previous position may refuse such position and remain eligible for recall. Recall rights shall terminate twenty-four (24) months from the date of lay-off.

ARTICLE 23

SAVINGS BOND DEDUCTION PLAN

The Township shall provide a payroll deduction plan for the purchase of U.S. Savings Bonds at the request of an employee, and only at the employee's request.

ARTICLE 24
PRIVATE DUTY

A. The Chief of Police/Director shall determine the need for private duty based on public safety considerations. Private duty shall not be unreasonably denied.

B. Private Duty will be made available to the members of the PBA provided that, in the opinion of the Chief of Police/Director, it does not negatively impact on the conduct of departmental functions.

C. Private duty is paid for by requestors on an hourly basis. The Township levies an hourly administrative charge to cover costs of insurances and benefits. Should the Township increase the administrative charge, the hourly rate paid to police officers shall be raised by a similar amount. The hourly rate paid to police officers is Eighty-Five Dollars (\$85.00) per hour. The rate for all governmental entities, including the School District, is Eighty-Five Dollars (\$85.00) per hour. The officer shall be guaranteed a minimum of four (4) hours of pay per assignment.

D. If a private duty employment assignment is cancelled the employee assigned shall receive payment pursuant to the contract between the Township and its agent (if any) and the contractor requesting the assignment.

E. In the event emergency private duty assignment is required, the employee assigned said duty shall receive compensation in the amount of eighty-five dollars (\$85.00) per hour and shall be guaranteed a minimum of four (4) hours of pay per emergency assignment.

F. Police vehicles will be used for private duty provided a vehicle is available and the Chief of Police/Director determines that the use of the Township vehicle is appropriate and/or necessary, on a case by case basis.

ARTICLE 25

ACCOMMODATIONS

Employees who are unable to perform their regularly assigned functions and duties, and Employees who are pregnant or seeking accommodations for breast-feeding may request adjustments to the duties and hours or other accommodations. These requests shall be treated as requests for reasonable accommodations to perform the essential functions of their jobs pursuant to the regulations of the American with Disabilities Act and the N.J. Law Against Discrimination. When applicable, Employees may request forms for the requests for accommodation from Administration Human Resources.

ARTICLE 26

MATERNITY LEAVE

Maternity leave is covered by the terms and policies on Sick Leave, Disability Leave, requests for accommodation for pregnancy and breast-feeding, Family and Medical Leave and the New Jersey Family Leave Act.

ARTICLE 27
TERM OF AGREEMENT

THIS AGREEMENT shall become effective as of January 1, 2020 and shall remain in full force and effect until December 31, 2024.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ~~July~~ AUGUST

day of 20th, 2021.

ATTEST:

TOWNSHIP OF MONTGOMERY

Donna Kukla

Devra Keenan
DEVRA KEENAN, MAYOR

Darrel Nicman

ATTEST:

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.,
LOCAL #355, MONTGOMERY
TOWNSHIP POLICE, NEW JERSEY

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[Signature]

SCHEDULE A
PATROL OFFICERS

SALARY SCHEDULE HIRED BEFORE 12/31/2021

Years of Service	Base Year 2019	2020	2021	2022 (holiday pay Included in Base)	2023 (holiday pay Included in Base)	2024 (holiday pay Included in Base)
1	\$ 42,000.00	\$ 42,840.00	\$ 45,736.80	N/A	N/A	N/A
2	\$ 48,000.00	\$ 48,960.00	\$ 51,979.20	\$ 55,873.64	\$ 56,991.11	\$ 58,273.41
3	\$ 55,000.00	\$ 56,100.00	\$ 59,262.00	\$ 63,702.09	\$ 64,976.13	\$ 66,438.10
4	\$ 61,000.00	\$ 62,220.00	\$ 65,504.40	\$ 70,412.19	\$ 71,820.44	\$ 73,436.39
5	\$ 67,000.00	\$ 68,340.00	\$ 71,746.80	\$ 77,122.29	\$ 78,664.74	\$ 80,434.69
6	\$ 74,000.00	\$ 75,480.00	\$ 79,029.60	\$ 84,950.74	\$ 86,649.76	\$ 88,599.38
7	\$ 80,000.00	\$ 81,600.00	\$ 85,272.00	\$ 91,660.84	\$ 93,494.06	\$ 95,597.67
8	\$ 87,000.00	\$ 88,740.00	\$ 92,554.80	\$ 99,489.29	\$ 101,479.08	\$ 103,762.36
9	\$ 93,000.00	\$ 94,860.00	\$ 98,797.20	\$ 106,199.39	\$ 108,323.38	\$ 110,760.65
10	\$ 100,000.00	\$ 102,000.00	\$ 106,080.00	\$ 114,027.84	\$ 116,308.40	\$ 118,925.34
11	N/A	N/A	N/A	\$ 120,665.00	\$ 123,078.30	\$ 125,847.56
12	\$ 112,500.00	\$ 114,750.00	\$ 119,085.00	\$ 128,007.21	\$ 130,567.36	\$ 133,505.12

SALARY SCHEDULE HIRED AFTER 1/1/2022

Years of Service	Base Year 2019	2020	2021	2022 (holiday pay Included in Base)	2023 (holiday pay Included in Base)	2024 (holiday pay Included in Base)
1	N/A	N/A	N/A	\$ 55,873.64	\$ 56,991.11	\$ 58,273.41
2	N/A	N/A	N/A	\$ 63,702.09	\$ 64,976.13	\$ 66,438.10
3	N/A	N/A	N/A	\$ 70,412.19	\$ 71,820.44	\$ 73,436.39
4	N/A	N/A	N/A	\$ 77,122.29	\$ 78,664.74	\$ 80,434.69
5	N/A	N/A	N/A	\$ 84,950.74	\$ 86,649.76	\$ 88,599.38
6	N/A	N/A	N/A	\$ 91,660.84	\$ 93,494.06	\$ 95,597.67
7	N/A	N/A	N/A	\$ 99,489.29	\$ 101,479.08	\$ 103,762.36
8	N/A	N/A	N/A	\$ 106,199.39	\$ 108,323.38	\$ 110,760.65
9	N/A	N/A	N/A	\$ 114,027.84	\$ 116,308.40	\$ 118,925.34
10	N/A	N/A	N/A	\$ 120,665.00	\$ 123,078.30	\$ 125,847.56
11	N/A	N/A	N/A	\$ 128,007.21	\$ 130,567.36	\$ 133,505.12

SERGEANTS

BASE SALARY SCHEDULE						
Steps	Base Year 2019	2020	2021	2022 (Holiday Pay Included in Base)	2023 (Holiday Pay Included in Base)	2024 (Holiday Pay Included in Base)
1	114,500	121,125	125,588	134,997	137,697	140,795
2	125,000	127,500	132,090	141,987	144,826	148,085

SCHEDULE B

Health Benefits for SINGLE Coverage (Percentage of Premium)*

Salary Range	Year 1	Year 2**	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards health benefits.

Health Benefits Contribution for FAMILY Coverage (Percentage of Premium)*

Salary Range	Year 1	Yearn**	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%

55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

**Health Benefits Contribution for
MEMBER/SPOUSE/PARTNER or PARENT/CHILD Coverage
(Percentage of Premium)***

Salary Range	Year 1	Year 2**	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

TOWNSHIP OF MONTGOMERY
SOMERSET COUNTY, NEW JERSEY

RESOLUTION #21-8-224 - AUTHORIZATION TO RATIFY AGREEMENT - PBA, Local 355

BE IT RESOLVED by the Montgomery Township Committee that the Mayor and Township Clerk are hereby authorized and directed to execute a collective bargaining agreement with the PBA, Local 355 for a five-year period effective January 1, 2020 to December 31, 2024.

I HEREBY CERTIFY THE ABOVE TO BE A
TRUE COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
MONTGOMERY AT A MEETING HELD

August 19, 2021



Township Clerk