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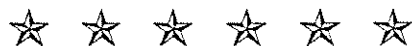
# AGREEMENT

*Between*

TOWNSHIP OF PARSIPPANY-TROY HILLS  
MORRIS COUNTY, NEW JERSEY

*and*

P . B . A . LOCAL # 131  
(Patrolman)



JANUARY 1, 2002 - DECEMBER 31, 2005

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PREAMBLE

THIS AGREEMENT entered into this 15<sup>th</sup> of October, 2002 by and between the TOWNSHIP OF PARSIPPANY-TROY HILLS, County of Morris, State of New Jersey (hereinafter referred to as the "Township"), and P.B.A. LOCAL #131 (PATROLMAN), (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township of Parsippany-Troy Hills, Morris County, New Jersey, hereby recognizes P.B.A. Local 131 as the sole and exclusive collective negotiation bargaining agent for all patrolmen employed by the Parsippany-Troy Hills Police Department, excluding the Chief, Deputy Chief, Captains, Lieutenants, Sergeants, clerical and craft employees and other employees. The terms "Patrolman" and "Patrolmen" or when used in this Agreement shall refer to both male and female police officers.

ARTICLE II

EMPLOYEE'S RIGHTS

A. The employees in the employee unit will have all rights granted under this contract.

B. The employees will have the right to grieve any issue arising under the terms of this Agreement, including their promotion.

C. The following shall apply to the conducting of Association Business:

1. The Township shall permit members of the Association Grievance Committee, consisting of the President of the Association or his designated representative and two (2) committee members to conduct business of the committee during duty hours, if necessary, and they shall suffer no loss of pay. Such business consists of conferring with Patrolman and Township officials on specific grievances under the Grievance Procedure. The foregoing business may be conducted provided there is no interference in the operation of the Police Department as determined by the shift commanders.

2. The Township shall allow the State Delegate and President, or their designees, their tour of duty off without loss of regular straight time pay on those days they attend State P.B.A. and County Meetings while on the day and evening shifts. In the case of the midnight shift, the following day will be allowed off. State P.B.A. Meetings are to include monthly state meetings, and in the event the delegate is serving on the state executive board, the monthly executive board meeting.

3. Subject to the manpower needs of the Department, the Township will allow the Association President, State Delegate and six (6) alternate delegates or their designees to attend the N.J.S.P.B.A. annual convention and mini-convention at no loss of regular straight time pay to the extent that said conventions occur during their regularly scheduled tour of duty. Each individual shall be entitled to \$300.00 expense in advance. The member shall submit proper verification within seven (7) days upon returning. Attendance at said conventions shall not count towards the computation of overtime.

4. Subject to the manpower needs of the Department, the Association President and State Delegate or their designees may attend the New Jersey State League of Municipalities Convention for a maximum period of three days at no loss of regular straight time pay to the extent that said convention is held during their regularly scheduled tour of duty. Attendance at said convention shall not count towards the computation of overtime. Each individual shall be entitled to \$250.00 expense in advance. The member shall submit proper verification within seven (7) days upon returning.

5. Subject to the manpower needs of the Department and with the permission of the immediate supervisor, the Association President and State Delegate may conduct business of the Association including attendance at P.B.A. Local #131 business meetings without loss of regular straight time pay to the extent the business meetings are held during such hours when the individuals would otherwise be on duty. Attendance at said meetings shall not count towards the computation of overtime.

6. The Township agrees to provide bulletin board space for the Association where only Association business and notices can be posted for the employees.

7. Except in emergency situations, prior to any change in the rules and regulations controlling and governing the conduct of Patrolmen on the Parsippany-Troy Hills Police Department, the Township agrees to advise and consult with the Association President or his designee fifteen (15) days prior to the issuance of any new Department rules or regulations or changes thereto which substantially affect the terms and conditions of employment.

8. The Township will permit two representatives of the Association to participate in any awards committee that may be formed by the Department. Subject to the manpower needs of the

Department, the President and one representative will participate in any awards presentation. Such participation shall be without pay unless such activities take place during the normal work shift of the individuals involved.

D. The Township agrees to provide eight (8) working days notice to the Patrolman involved prior to a shift change or a lateral transfer.

1. The Township will develop and maintain a S.O.P. on lateral transfer assignments and shall consider the manpower needs of the Department, merit seniority, education, and job knowledge in making such assignments. Whenever possible, the Township shall provide thirty (30) days advance written notice when a transfer or position will be available and shall allow members to indicate their interest in being considered for such assignments.

E. Employees will retain any other statutory rights they have except as limited by this Agreement.

F. Upon the request of eligible Patrolmen and pursuant to applicable Civil Service rules and regulations, the Township agrees to request, on an annual basis, the scheduling of a promotional exam for the rank of sergeant.

1. Subject to its legal obligation to exercise its inherent managerial prerogative, the Township agrees to fill vacant sergeant positions within a reasonable period of time not to exceed sixty (60) days.

G. Upon request, a member shall be entitled to the presence of an Association representative at any investigatory interview which the member reasonably believes will result in a disciplinary action against him. Advance notice, where possible, will be given to the member or the

Association except in those circumstances where the Township believes that such advance notice may have an adverse impact upon the investigation.

H. Upon prior written request a member shall be afforded the opportunity to inspect his personnel file in the presence of the Chief of Police or his designee and make copies of contents therein. Said inspection shall be scheduled insofar as possible within two (2) working days after receipt of the written request.

1. It is understood that Personnel Files are confidential records and will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom except as expressly provided for otherwise. Confidential psychological profiles and similar types of records shall not be available for inspection except to the member or his designee.

2. Henceforth, any item added to the file will be reviewed, dated, and signed by the employee involved.

#### PARSIPPANY-TROY HILLS POLICEMEN'S BILL OF RIGHTS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Chief of Police or his designee. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force will be informed of the nature of the investigation before an interrogation commences. Sufficient information to reasonably apprise the member of the



allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he will be so informed, as appropriate.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor undue coercion.

6. The member, upon request, shall be afforded the opportunity to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. This paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

### ARTICLE III

#### MANAGEMENT RIGHTS

A. The Township of Parsippany-Troy Hills hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it

prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its property and facilities, the activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

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

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A or R.S. 11 or other national, state, county or local laws or ordinances.

#### ARTICLE IV

#### BASE SALARIES

A. The salaries of Patrolmen hired before January 1, 1995 shall be as follows for the years 2002 through 2005:

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Patrolmen	68,476	71,215	74,063	77,026

B. The salaries of Patrolmen hired on or after January 1, 1995 and before July 20, 1999 shall be as follows for the years 2002 through 2005:

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Probationary (6 mos from date of hire)	27,000	27,000	27,000	27,000
First year after end of probationary period	41,529	43,190	44,918	46,715
Second year after end of probationary period	48,057	49,980	51,979	54,058
Third year after end of probationary period	55,803	58,035	60,357	62,771
Fourth year after end of probationary period	61,115	63,559	66,102	68,746
Fifth year after end of probationary period	67,640	70,345	73,159	76,085

C. The salaries of Patrolmen hired on or after July 20, 1999 shall be as follows for the years 2002 through 2005:

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Probationary (6 mos from date of hire)	27,000	27,000	27,000	27,000
First year after end of probationary period	36,737	38,206	39,735	41,324

Second year after end of probationary period	41,888	43,564	45,306	47,118
Third year after end of probationary period	47,037	48,919	50,875	52,910
Fourth year after end of probationary period	52,188	54,276	56,447	58,705
Fifth year after end of probationary period	57,338	59,632	62,017	64,498
Sixth year after end of probationary period	62,489	64,989	67,589	70,292
Seventh year after end of probationary period	67,641	70,346	73,160	76,086

**Pay Chart**

	<u>Bi-Weekly Pay</u>	<u>OT (Hourly Rate)</u>	<u>Holiday Pay</u>	<u>Pension</u>	<u>CashOut (Terminal Leave)</u>
Base Salary	X	X	X	X	X
Longevity	X	X	X	X	X
College/ Tech.*	X	X	X	X	X
Holiday	X	X		X	X
Stipend	X			X	

\*433.33 technical credits (\$1,300) will be subtracted from the technical credit bank. The remaining balance will be utilized for the calculation of overtime rate, holiday pay and cashout terminal leave (as per the above pay chart).

D. Each Patrolman on his anniversary date will step to his new position under this guide.

**ARTICLE V**

**HOURS AND OVERTIME**

A. The present work week consists of an average of 36.4 hours per week, inclusive of a paid thirty (30) minute on-call lunch period, for which the salaries in Article IV are paid as compensation. During the term of this Agreement, the existing fixed shift work schedule ( the "4 and 4") for Patrolmen assigned to the Patrol Division shall be continued, subject to the Township's rights of management, which include, without limitation, changing shift start and end hours and assignment and transfer of personnel, provided that the fixed shift paradigm of the "4 and 4" shall be maintained.

B. Any work in excess of the normally scheduled work day will be paid at time and one-half, in monetary compensation, at the earliest practicable time by the Township; the hourly wage of all members to be defined as salary shown in Article IV, plus longevity, plus additional F.L.S.A .covered compensation (presently holiday pay, college/ technical compensation) divided by annual hours worked (1,893).

C. All required court appearances by Patrolmen on Township business in excess of the normal tour of duty shall be compensated at time and one-half the straight hourly rate. The time shall be calculated from the time of the Patrolman's arrival at the Police Department to the time of his return to said building. All Patrolmen shall be guaranteed a minimum of two (2) hours court time. Court time will be documented by Shift Commanders and approved by the Chief of Police.

D. In construing overtime, compensation shall be made at time and one-half on the following basis:

1. Up to the first sixteen (16) minutes of authorized overtime ..... no pay.

2. Sixteen (16) through thirty (30) minutes . . . . . thirty (30) minutes pay.
3. Thirty-one (31) through forty-five (45) minutes . . . . . forty-five (45) minutes pay.
4. Forty-six (46) through sixty (60) minutes . . . . . sixty (60) minutes pay.
5. Thereafter, overtime shall be paid in fifteen (15) minute segments.
6. Any Patrolman who is called in to work from his home, shall be guaranteed a minimum of four (4) hours overtime and be paid at the rate of time and one-half, unless it is in conjunction with his regularly scheduled work hours. The shift commander can hold a Patrolman for the entire four (4) hours for any designated police work.

7. If the entire Department is called in for work, for any reason, all members reporting in shall be guaranteed a minimum of four (4) hours overtime paid at the rate of time and one-half.

8. Any officer attending a Police In-Service Training School on his days off, will be guaranteed equal time off, at the shift commander's discretion.

9. Any officer attending a Police In-Service Training School on his day off, which is less than eight (8) hours in length, will be guaranteed time and one-half off, at the shift commander's discretion. Not to exceed eight (8) hours.

E. Employees covered by this Agreement shall apply on appropriate forms for use of compensatory time allowed by Article V, Paragraph D, Subsection 8, which shall be subject to the prior approval and discretion of the Police Chief.

F. If a Patrolman replaces a Superior Officer on a shift for more than four (4) hours, he will be compensated at a Sergeant's base rate of pay plus the Patrolman's longevity percentage for the full shift worked.

ARTICLE VI

HOLIDAYS AND PERSONAL DAYS

A. Employees shall receive fourteen (14) holidays per year in accordance with the Township's holiday schedule, except that New Years Day, Good Friday, Easter Sunday, Independence Day and Christmas shall be observed on the actual day of the holiday.

B. The Township will make full monetary compensation payment for the fourteen (14) holidays outlined. This compensation will be considered base salary and included as such in bi-weekly paychecks. Patrolmen who work on the above mentioned holidays shall be compensated at the rate of time and one-half. It is understood that the one-half time will be calculated at the Patrolman's hourly rate. For purposes of this paragraph and calculation of holiday pay, the daily rates of compensation shall be determined by dividing the officer's base salary, longevity, and college/technical compensation by two hundred nineteen (219).

C. Personal Days - Each Patrolman shall receive three (3) personal days per year for the performance of personal obligations that cannot reasonably be performed on his off time. Application for use of such leave must be submitted in writing at least two (2) days in advance, except in the event of an emergency. Unused personal days earned after December 31, 1998 (if any) may not be carried forward to the following year or years.

D. In addition to the holidays enumerated above, employees covered under this Agreement shall receive any other holiday granted to other employees of the Township which gives such Township employees more than fourteen (14) holidays for the year.

## ARTICLE VII

### EDUCATIONAL BENEFITS

A. The Township agrees to pay 100% of all tuition, books, and fees, on a reimbursement basis, for a regular patrolman enrolled at a recognized institution of higher education offering a program leading to an Associate or Baccalaureate Degree, or higher, in Police Science, Education, Business Administration, Communication, Psychology, Sociology, Public Administration, and Criminal Justice, or related fields approved by the Mayor, provided the individual has successfully completed the course or courses. The Township will not pay for any law degree except for employees actively enrolled prior to the 1992 - 1994 contract. In the event a Patrolman fails to achieve a grade of "C" or better, receives an incomplete grade or drops out of a course or courses, he shall not be reimbursed by the Township for the costs of the aforementioned tuition and books. Any Patrolman attaining a higher degree than Bachelor's degree will agree to work a minimum of two (2) years beyond his degree date. In the event the employee leaves his Township employment within two (2) years of his degree date, he will reimburse the Township for its full expenditure toward the higher degree.

B. The Township further agrees to pay additional compensation to each Patrolman at the rate of \$22.00 per credit earned in compensable units of thirty (30) credits each, so that for every thirty (30) credits completed a Patrolman will receive an additional \$660 to a maximum of \$2,640. This amount will be considered base salary and included in the bi-weekly paychecks. All college credits accumulated will be updated after each semester.

C. Technical Training Program:



1. Department officers successfully completing technical police training programs, examples of which follow and approved by the Chief of Police, shall be eligible for additional compensation to the extent indicated hereinafter. The following are examples of, but not limited to: Police Law, Narcotics, Community Relations, Fingerprinting, Investigative, Criminology, continuous Firearms Program, Police Administration, Police Photography, Riot and Civil Disturbance Control, Juvenile Procedures, Search and Seizure, Accident Investigation, First-Aid, Defensive and Combat Tactics, Police Emergency Operations Command, Propane Gas Explosive Devices, and Chemical Agents, Defensive Driving, Water Rescue, Breathalyzer or Ident-Kit Operation, Homicide Investigation, Organized Crime, Sex Crimes, Auto Theft, Radar, and Arson. No credits will be extended for programs mandated by the Chief of Police necessitated by an officer's below standard performance.

2. The employees shall be assigned to in-service school only on Township time, but may voluntarily attend on their own time.

3. Technical training totaling over one hundred (100) credited hours shall be compensated at the rate of three dollars (\$3.00) for all hours earned. No payment shall be made for less than one hundred (100) hours.

4. Once earned, the increments shall continue and be included in the base salary and paid in the bi-weekly paycheck. Technical training credits accumulated will be updated quarterly.

5. An individual may receive compensation under both the higher education and the technical training programs.

6. The patrolman shall be guaranteed a minimum of 24 technical training credit hours during the course of each calendar year. Schools to be selected and paid for by the Township. It is



E. A doctor's certification, if required by the Township, and performed by a Township designated physician, shall be paid for by the Township. If such certification is secured through the employee's personal physician, the employee shall pay for the cost of such certification.

## ARTICLE IX

### INSURANCE

A. The Township shall continue to provide enrollment in the hospitalization, medical benefits, major medical coverage, eye care, and prescription plan (with two (\$2.00) dollar co-pay) programs presently in existence. The dental insurance program shall be maintained, except that the one thousand (\$1,000.00) dollar annual cap on certain dental procedures shall be increased to one thousand five hundred (\$1,500.00) dollars effective in 2002. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar benefits are provided. The Township agrees to maintain the outpatient mental and functional nervous disorder coverage to an upper limit of five thousand (\$5,000.00) dollars for employees and family.

The Township also agrees to expand the prescription plan to cover birth control pills, bee sting kits (employee, spouse, and children), and nicotine patches (employee and spouse).

B. The Township assumes the responsibility of helping the Patrolmen to complete the forms for all medical, hospitalization, and dental insurance applications properly.

C. The Township shall continue to provide coverage in the present Life Insurance program in the amount of fifty thousand dollars (\$50,000.00) for each Patrolman said coverage will continue upon retirement and be payable in full upon death. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar benefits are provided.

D. The Township shall continue to carry in force the existing Law Enforcement Officer's Liability Insurance Policy. This policy's coverage will include a one million dollar (\$1,000,000.00) per person, one million dollars (\$1,000,000.00) per occurrence, or one million dollars (\$1,000,000.00) annual aggregate. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar benefits are provided.

E. Upon submission of appropriate vouchers, an officer, his spouse, and children, shall be reimbursed up to a total maximum of two hundred dollars (\$200.00) per person per year for the cost of an eye exam and prescription glasses, including contact lenses. This benefit shall cease if better coverage is provided under a revised comprehensive health plan.

F. The position of benefits assistant will be maintained in order to assist employees in their coordination and effective use of their insurance programs.

G. The Township agrees to supply benefit folders concerning all fringe benefits to Association members as soon as practical. The Township further agrees to assist Association members, upon request, in applying for said benefits.

H. The Association will be allowed to participate in the review of Insurance Plans.

I. If an employee dies during the course of his employment with the Township, the Township agrees to continue for the benefit of the employee's spouse and children all medical coverage listed in Paragraph A, Article 9, afforded members of the Association. The medical coverage afforded the spouse and children shall continue in effect until the spouse remarries or the children attain the age of 19, unless the children remain full-time students. If the child is a full-time student, coverage shall continue to the sooner of age 23 or when the child ceases to be a full-time student.

J. The Township agrees to provide availability of a catastrophic insurance plan (long-term disability) for each patrolman on a contributory basis.

K. Township agrees to maintain the orthodontic benefit to Twenty-five hundred (\$2,500.00) maximum per person.

## ARTICLE X

### SICK LEAVE

A. All employees covered under this Agreement are entitled to fifteen (15) days sick leave per year with unlimited accumulation. At the start of each calendar year, personnel assigned to the Patrol Division who work the "4 and 4" shift will receive fifteen (15) working days as their sick leave entitlement for that year, but any sick days not used at the end of that year will be converted and banked at the rate of 8.643 hours for each unused sick day.

B. An employee who shall be absent on sick leave for three (3) or more consecutive working days can be required to submit acceptable medical evidence substantiating illness.

C. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than three (3) days, may be required to submit acceptable medical evidence for any additional sick leave that year.

D. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abusive sick leave shall be cause for disciplinary action.

E. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

F. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a

physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

G. The Township shall assume the cost of medical and psychological examination required by the Township and performed by a Township designated panel physician.

H. Panel physicians will be mutually agreed to by the Association and the Township, and not altered unless mutually agreed to.

I. Maternity Leave for Female Employees

1. Normal delivery - for the period extending four weeks prior to delivery until six weeks after delivery.

2. Cesarean delivery - for the period extending four weeks prior to the delivery until eight weeks after the delivery.

J. The Township will compensate the female employees on maternity leave, the difference between the amount of State disability and employee's regular rate of pay, providing this employee completes her probationary period.

K. Light duty status will be granted to employees for a maximum of thirty (30) working days per occurrence. The Township may require the employee to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish the extent of the employee's light duty status.

**ARTICLE XI**

**BEREAVEMENT LEAVE**

A. In case of death of the employee's spouse or child, the employee shall be granted four (4) working days off without loss of pay.

B. In case of death in the immediate family, an employee shall be granted leave without loss of pay from the day of death up to and including the day after the funeral, not to exceed four (4) days. Immediate family shall be defined as the employee's mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any relative living in the employee's household.

C. In case of death of the employee's aunt, uncle, niece, or nephew, the employee will be granted a day off without loss of pay.

D. It is understood that a Patrolman's normal off-duty days will be included in any bereavement leave as outlined in paragraphs B and C above.

E. Reasonable verification of the event may be required by the Township.

**ARTICLE XII**

**MARRIAGE LEAVE**

A. Leave for the purpose of the employee's getting married shall be granted in the amount of eight (8) consecutive working days without loss of regular straight time pay.

B. Upon the birth of an employee's child, three (3) days leave shall be granted without loss of regular straight time pay.

ARTICLE XIII

VACATIONS

A. Vacation time shall be granted to employees under this contract as follows:

1. One (1) day per month for the first year of employment, up to a maximum of twelve (12) days.

2. From the beginning of the second through the end of the fifth year of service - fourteen (14) working days.

3. From the beginning of the sixth year of service through the end of the ninth year of service - eighteen (18) working days.

4. From the beginning of the tenth year of service through the end of the fifteenth year of service - twenty-two (22) working days.

5. From the beginning of the sixteenth year of service - one (1) additional day for each year of service up to a maximum of thirty-two (32) days. Notwithstanding the foregoing, any employee whose vacation time on July 20, 1999 was greater than thirty-two (32) days, will be grandfathered at his or her higher number of vacation days.

B. Where practicable, and based upon the work load needs of the Department, holiday period vacations will be allowed on the basis of seniority of the Patrolmen.

C. Once a Patrolman's vacation schedule has been established and approved by the chain of command in the Police Department and the man is subsequently transferred, his vacation shall remain in force and effect.

D. The parties acknowledge that under a prior contract, vacation time earned by employees covered by this Agreement could be accrued without limit through December 31, 1999. Effective



as of January 1, 2000 and continuing during the term of this Agreement, unused vacation may be carried forward not more than two (2) years from the year in which earned, so that, for example, vacation earned through service in 2000 must be taken no later than in the year 2002, 2001 time must be taken no later than the year 2003, and so on.

**ARTICLE XIV**

**LONGEVITY**

A. The following longevity percentages shall be applied to the base salary for Patrolmen paid annually under this Agreement: As indicated in IV only.

After three (3) and through five (5) years	2%
After five (5) and through nine (9) years	4%
After nine (9) and through twelve (12) years	6%
After twelve (12) and through fifteen (15) years	8%
After fifteen (15) years or over	10%

**ARTICLE XV**

**CLOTHING ALLOWANCE**

A. Each officer received a clothing allowance of one thousand (\$1,000.00) dollars per year and a cleaning and maintenance allowance of three hundred (\$300.00) dollars per year through December 31, 2001. Effective January 1, 2002, the above monies will be applied to technical credits in the amount of one thousand three hundred (\$1,300.00) dollars.

B. Any major uniform change or equipment change shall be paid for by the Township.

C. The officers' compensation, including the technical credit stipend, has been set to assist the officer in complying with the high standards set and required by Department policy and procedures with respect to the acquisition and maintenance of uniforms and equipment.

## ARTICLE XVI

### RETIREMENT BENEFITS

A. The existing State of New Jersey Police and Firemen's Pension Plan shall be continued in accordance with State Statute.

B. Upon early termination of employment, an employee of good standing will receive pay of one (1) day's base salary and longevity, technical, college and holidays for each two (2) days of accumulated unused sick leave after ten (10) years' service; or one (1) day's base salary and longevity, technical, college and holidays for each three (3) days of accumulated unused sick leave after five (5) years' service, and payable in lump sum at employee's termination. An employee may also vest his rights after ten (10) years of service.

1. Where employment is terminated due to terminal illness, permanent job related disability or death, the employee shall receive pay of one (1) day's base salary and longevity, technical, college and holidays for each one (1) day of accumulated unused sick leave. Upon death, payment shall be made to the beneficiary or the estate, as appropriate.

C. The Township will provide for continuance of hospitalization, medical, major medical, health, surgical, dental, eye care, prescription (\$2.00 co-pay), life and accident insurance upon the employee's retirement. The township will assume all costs of such coverage after retirement for the employees who have retired after they have qualified for official retirement as stipulated by the State

Administered Pension System, for the lifetime of the employee and the employee's spouse. This coverage will include the employee's children until they reach age nineteen (19) unless they are a full-time student. If the child is a full time student, coverage shall continue to the sooner of age 23 or when the child ceases to be a full time student. After the retired employee's death, his/her spouse shall continue to be afforded the above benefits throughout his/her lifetime, or until spouse remarries. The employee's children shall continue to be insured as stipulated above.

D. Upon termination of his employment, an officer in good standing shall be paid for all accrued vacation and personal time, on a one to one basis. Upon death, payment shall be made to the beneficiary or the estate, as appropriate.

E. TERMINAL LEAVE:

1. The Township agrees that, prior to retiring, an employee may use any accumulated personal days and vacation days (in that order), on a one (1) for one (1) basis as Terminal Leave. Accumulated sick days shall be compensated upon retirement at the rate of two (2) days for every three (3) days of accumulated time, whether the retiree elects to receive them in cash or in terminal leave, but not to exceed two hundred (200) days of such compensation. Notwithstanding the foregoing, officers who have accumulated more than three-hundred (300) days of sick leave as of July 20, 1999 will be grandfathered at such higher number, subject, however, to reduction due to subsequent use of such sick days. It is further agreed that the amount of these accumulated days used as terminal leave shall be taken in such a way as to make the employee's actual date of retirement commence on or after that date which the employee qualifies for official retirement as is stipulated by the New Jersey Police and Firemen's Pension System.

2. It is further agreed that the Township will continue to provide in full force and effect all employee benefits that are covered by this agreement until the retiring employee's actual date of retirement. It is also agreed that the Township will continue to pay all monies and benefits due to the retiring employee on terminal leave, to the employee's spouse or beneficiary, up until the actual retirement date, if the employee should die.

3. It is also understood and agreed that an employee may not cancel a terminal leave once it has commenced.

4. It is understood that whenever an employee is to receive payment for holidays or unused sick days, vacation days or personal days upon retirement, the amount of pay for each of those days will be at the rate of pay that is equivalent to the employee's base salary (including longevity, holiday pay and college/technical compensation) divided by two hundred eight (208). 433.33 technical credit will be subtracted from the officers technical credit bank. The remaining balance will then be utilized in the terminal leave calculation payout.

5. There shall be no accrual of leave time (sick, vacation, personal and others, if any) while on terminal leave.

6. Accumulation of personal days is subject to the limitations of Article VI C. and accumulation of vacation days is subject to the limitations of Article XIII D.

7. Any monies due for accumulated days not used during terminal leave will be paid for in either a lump sum or in installments, depending on the amount. The total of Terminal Leave salary payments and payment of or toward the lump sum due in the year the Terminal Leave ends will not exceed the amount of the employee's annual salary at the time of the commencement of the Terminal Leave. Any balance will be paid in equal semi-annual installments, the total of which in any year

will not exceed the amount of the employee's base salary, longevity, college, technical, and holidays at the time of the commencement of the Terminal Leave. The first semi-annual installment will be paid on or before January 31, and the second on or before July 31.

8. Any employee who retires but who is not eligible for or chooses not to take Terminal Leave will be paid for his or her accumulated leave days in equal semi-annual installments, if he or she is owed more than his or her base salary and longevity, college, technical and holidays, with total installments in any year not to exceed his or her annual salary at the time of retirement. The first semi-annual installment will be paid on or before January 31, and the second on or before July 31.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement, including disciplinary action by management, and to resolve grievances as soon as possible, so as to secure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Police Chief or any superior officer. Said informal discussion will not be considered part of the formal part of a grievance application and the time limits mentioned herein will not be applicable to such informal discussion of the grievance.

#### B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation or application of the terms and conditions of this Agreement, including disciplinary action by management and promotion, and may be raised by the employee, or the Association, or the Township.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties if the grievant elects not to pursue his remedies under Title 11A, the Civil Service Act of the State of New Jersey. If the grievant elects to proceed under Civil Service, he waives his right to proceed under this grievance procedure. The Agreement shall be followed in its entirety unless any step is waived by mutual consent of the parties. If the Township elects to grieve under this procedure, it also waives its right to proceed under Civil Service.

Step 1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) days of the act being grieved, and an earnest effort shall be made to settle the grievance informally. Failure to act within the said fifteen (15) days shall be considered an abandonment and waiver of the grievance. The immediate supervisor shall render a decision within five (5) days after receipt of the formal grievance.

Step 2. In the event the grievance is not settled by Step 1, the grievance shall be reduced to writing by the grievant, signed by him and filed with the Chief of Police within five (5) days following the determination made in Step 1. The Chief of Police shall render a decision in writing within seven (7) days from the receipt of the grievance.

Step 3. In the event that the grievance is not resolved by Step 2, then within five (5) days following the determination by the Chief, the matter shall be filed with the Mayor. The Mayor shall review the matter and make his/her determination within thirty (30) days from the receipt of the grievance.

Step 4. If such grievance is not resolved to the satisfaction of the aggrieved Patrolman, he may within fifteen (15) days after receipt of the Mayor's decision, notify the Mayor in writing that he wishes to take the matter to binding arbitration.

(a) An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be held sooner than thirty (30) days after the final decision of the Mayor. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the grievant shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the Township elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing

shall be cancelled and the matter withdrawn from arbitration and the Township shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from or modify in any way the provisions of this Agreement or any Amendment or Supplement thereto.

(d) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Township and the Grievant and shall be binding on the parties.

(e) The cost for the services of the arbitrator shall be borne equally between the Township and the Grievant. Any other expenses, including but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

(f) The time limits set forth herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits in any step may be extended or contracted.

### ARTICLE XVIII

#### NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, condone, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work



stoppage, slowdown or walkout). The Association agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which will include suspension or termination, subject, however, to the Grievance Procedure.

C. The Association will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown, walkout or job action, and make reasonable efforts to prevent such illegal action.

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 from injunction or damages or both in the event of such breach by the Association, its members, or any person acting on its behalf.

## ARTICLE XIX

### MISCELLANEOUS

A. Conditions permitting and excluding emergent situations, the Township will normally maintain a minimum of six Patrolmen reporting for duty per shift to perform normal patrol functions.

B. Other Leaves of Absence - The Township agrees to review requests for leaves of absence on a case by case basis, subject to applicable statutes including *N.J.A.C. 4:1-17.1 et seq.* (Civil Service).

C. The Township agrees to notify the employee semi-annually as to the balance of accumulated vacation leave, sick leave, and personal days.

D. Except as otherwise provided in Article X. A. with respect to the annual sick leave procedure and in connection with Article XI (Bereavement Leave), whenever the term "day" or "days" is used in this Agreement, personnel assigned to the Patrol Division who work the "4 and 4" shift will receive or be credited with 8.643 hours for each "day". The utilization of vacation or personal days by Patrol Division personnel will be calculated at 10.4 hours per day.

## ARTICLE XX

### DUES DEDUCTION

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

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

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

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

Township Treasurer.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Chief Financial Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

## ARTICLE XXI

### JOB RELATED INJURIES

A. The Township agrees that in the event of an on the job injury to a Patrolman, said Patrolman has the choice of being taken to St. Clare's Hospital, Denville, New Jersey, Morristown Memorial Hospital, Morristown, New Jersey, or St. Barnabas' Hospital, Livingston, New Jersey.

B. The Township agrees to make available to the Patrolmen covered under this Agreement a panel of doctors to be seen in the event of an on the job injury not requiring emergency medical attention.

C. Subject to applicable statutes and where no other insurance coverage is available, the Township agrees to allow an officer his choice of physician (from the contractually designated panel) at Township expense for the necessary and reasonable physician costs for job related injuries.

## ARTICLE XXII

### SEPARABILITY AND SAVINGS

A. In the event that any provision of this Agreement shall at any time be declared invalid by legislative action or any Court of competent jurisdiction or through government regulation or

decrees, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

### ARTICLE XXIII

#### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties 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, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

### ARTICLE XXIV

#### RETROACTIVE INCLUSIONS AND EXCLUSIONS

A. The aforementioned salaries and benefits for the year 2002 shall be paid retroactively from January 1, 2002, unless otherwise specified.

B. All Retroactive Benefits shall be afforded to all employees whose employment was not terminated for cause and who were actively employed and/or who were on terminal or disability leave on January 1, 2002 and therefore would have been covered by this Agreement if it had been passed and signed on this date.

ARTICLE XXV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2002 and shall remain in full force and effect to and including December 31, 2005, without any reopening date. Negotiations may be commenced by either party giving notice in writing to the other, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Parsippany-Troy Hills, New Jersey on this 15<sup>th</sup> date of October, 2002.

P.B.A. LOCAL 131  
(Patrolmen)

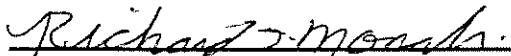
TOWNSHIP OF PARSIPPANY-TROY  
HILLS, MORRIS COUNTY, NEW JERSEY



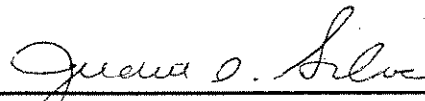
\_\_\_\_\_  
GLENN FOESEL, President



\_\_\_\_\_  
MARCEIL LETTS, MAYOR



\_\_\_\_\_  
WITNESS



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JUDITH SILVER, CLERK