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Sec. 17

A G R E E M E N T

between

THE TOWN OF MORRISTOWN

NEW JERSEY

and

PATROLMAN'S BENEVOLENT ASSOCIATION,

LOCAL NO. 43

Morris County

JANUARY 1, 1974 THROUGH DECEMBER 31, 1975

PREAMBLE

This Agreement, made this _____ of _____ 1974,
by and between the TOWN OF MORRISTOWN, NEW JERSEY, hereinafter
referred to as the "Town," and PATROLMEN'S BENEVOLENT ASSOCI-
ATION, LOCAL NO. 43, hereinafter referred to as the "Association,"
is designed to maintain and promote a harmonious relationship between
the Town of Morristown and such of its employees who are within the
provisions of this Agreement, in order that more efficient and progressive
public service may be rendered.

ARTICLE I

RECOGNITION

Section 1.

The Town hereby recognizes the Association as the exclusive
and sole representative for collective negotiations concerning salaries,
hours and other terms and conditions of employment for all patrolmen
and superior officers of the Morristown Police Department.

Section 2.

Unless otherwise indicated, the terms "patrolman," "employee"
or "employees" when used in this Agreement refers to all persons repre-
sented by the Association in the above defined negotiating unit.

ARTICLE II

ASSOCIATION SECURITY

Section 1.

All employees covered by this Agreement who are members of the Association at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the Association for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the Association. Any member may resign from the Association effective January 1 or July 1, in accordance with the noted requirements of N.J.S.A. 52:14-15 9e. In the event the member fails to notify the Town on January 1, or July 1, of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the Association in writing and a copy thereof furnished to the Town of Morristown.

Section 2.

Subject to the provisions of N.J.S.A. 52:14-15 9 e, upon the written authorization by an employee covered by this Agreement, the Town agrees to deduct once each month from the salary of each employee the sum certified as Association dues and forward the sum certified as Association dues to the Association Treasurer and/or any other duly authorized officer.

ARTICLE III

GRIEVANCE PROCEDURE AND ARBITRATION

Because both the Town and the Association desire to maintain an amicable and harmonious relationship, in order that the Town, the employees covered by this Agreement, and the public will benefit, and in order to prevent strife which might disrupt efficient and progressive public service, and because the Association and the Town recognize that a grievance and arbitration procedure has been sanctioned and encouraged by many legislatures and many courts, the parties to this Agreement hereby agree to the following grievance and arbitration procedure.

Section 1.

Step 1. - In the event that any difference or dispute should arise between the Town and the Association or the employees over the application or interpretation of the terms of this Agreement, or concerning any term or condition of employment, an earnest effort shall be made within ten (10) days after the occurrence of the grievance to settle such differences immediately between the aggrieved employee and his immediate superior officer for the purpose of resolving the matter informally.

Step 2. - If no satisfactory agreement is reached within five (5) calendar days, after Step #1, then the grievance shall be reduced to writing and submitted to the Captain in charge of the division.

Step 3. - If no satisfactory agreement is reached within five (5) calendar days, after Step #2, then a conference will be arranged with the Chief of Police.

Step 4. - Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Mayor or his designated representative who shall have ten (10) days to submit his decision.

The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4 above. Either party may waive Steps 1, 2 and 3. The parties, by mutual agreement, may waive Step 4.

Step 5. - Within two (2) weeks of the transmittal of the written answer by the Mayor or his designated representative, if the grievance involves a dispute over the meaning or interpretation of any clause of this Agreement and said grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

Either party may submit the unresolved grievance to the New Jersey State Board of Mediation for the selection of an impartial arbitrator. In the event the New Jersey State Board of Mediation declines or is unable to appoint an arbitrator, the matter will be submitted to the Public Employment Relations Commission for the appointment of an impartial arbitrator. The arbitrator shall have full power to hear and determine the dispute between the parties. The decision of the arbitrator shall be final and binding on all parties. The expense of the arbitrator shall be borne equally by the parties. Only the Employer or the Association shall have the right to submit a grievance to arbitration.

Notwithstanding anything stated above in this section the arbitrator's decision shall in no way alter, add to, or delete from any provision of this Agreement.

If the Town fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

ARTICLE IV

COURT TIME

If an employee is required to appear in any municipal court, in connection with his duties in the Department on his day off, time off or vacation day, he shall receive ten dollars (\$10.00) for his appearance. If an employee is required to appear in any County Court, Superior Court, grand jury, or official administrative agency proceedings, such as the Division of Motor Vehicles, in connection with his duties in the Department on his day off, time off or vacation day, he shall receive twenty dollars (\$20.00).

An employee shall not be compensated under this Article in any case in which he receives overtime pay under Article XIII.

ARTICLE V

STANDBY TIME

Whenever a member of the Department is placed on "standby" alert for any occurrence or anticipated occurrence, during his off-duty hours, he shall receive four hours' pay at his prevailing rate of pay

for each twenty-four hour period during such occurrence or anticipated occurrence when he is on "standby."

ARTICLE VI

DETECTIVE ALLOWANCE

All past Agreements regarding pay differential for members of the Detective or Juvenile-Narcotics Bureau shall be null and void. All detectives shall receive eight hundred dollars (\$800.00) annually above their grade irrespective of their specific investigative assignment.

ARTICLE VII

COLLEGE INCENTIVE PAY

Each employee covered by this Agreement who is enrolled in a police science curriculum leading to an Associate or Bachelor's degree in police science at a recognized institution of higher learning shall receive in each calendar year the sum of \$7.50 for each credit hour successfully completed, or accepted by, that institution so long as he continues to earn additional credits in each succeeding calendar year. Should he fail in any year to earn additional credits toward a degree, payments for previously earned credits shall cease until he again earns additional credits at which time payments shall be re-instituted on all previously earned credits.

Once having earned an associate degree in police science an employee shall receive annual payments for all earned credits leading to

that degree whether or not he earns additional credits after receiving it.

Once having earned a bachelor's degree in police science, an employee shall receive annual payments for all earned credits leading to that degree whether or not he earns additional credits after receiving it.

The number of credits on which payments under this clause shall be made is limited to 120. All payments under this clause shall be made in a lump sum in June of each year.

ARTICLE VIII

HOLIDAY PAY

Every employee covered by this Agreement shall receive one day's pay, at his prevailing rate, for the following twelve holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Election Day (general), Thanksgiving and Christmas.

The twelve holidays' pay shall be received in one lump sum on the last payday in November of each year.

In addition to the aforementioned twelve holidays, each employee covered by this Agreement shall receive an additional day's pay for any special or extra holiday granted any other Morristown employee bargaining unit.

ARTICLE IX

MAINTENANCE OF STANDARDS

All of the rights, privileges, and benefits which the employees covered by this Agreement enjoyed prior to this Agreement are retained

by the employees except as those rights, privileges and benefits are specifically abridged or modified by this Agreement.

ARTICLE X

DISCRIMINATION AND COERTION

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association.

ARTICLE XI

SAVINGS CLAUSE

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

ARTICLE XII

CLOTHING ALLOWANCE

All employees covered by this Agreement shall receive an annual clothing allowance of two hundred seventy five dollars (\$275.00) per year.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

1. Hours of Work

The regular work week shall, as in the past, consist of 40 hours made up of 5 eight hour tours of duty as scheduled and posted by the Chief of Police.

2. Overtime

(a) All employees except a captain or a detective, shall receive one-and-one-half times their regular hourly rate of pay for all time they are authorized by the Chief of Police to work beyond their normal tour of duty or on a regularly scheduled day off. Overtime shall be paid in increments of 1/2 hour of overtime worked. (In calculating a 1/2 hour increment, 16 minutes of work up to and including 30 minutes of work shall be counted as a 1/2 hour increment. 15 minutes of work or less shall not be counted as time worked.)

(b) Since detectives receive an \$800 annual allowance to cover normal overtime worked in connection with the performance of their duties, they shall receive overtime pay at the rate of one-and-one-half times their regular rate of pay only if they are directed by their superior officer to serve an additional tour of duty or part thereof.

3. An employee's regular hourly rate of pay is determined by dividing his annual base salary by 2080.

ARTICLE XIV

WAGES

1. Effective January 1, 1974 the base annual salary of each employee covered by this Agreement shall be increased by 8%.

2. Effective January 1, 1975 the base annual salary of each employee covered by this Agreement shall be increased as follows:

(a) If the percentage change in the Official Consumer Price Index for urban wage earners and clerical workers, New York-Northeastern New Jersey, published by the Bureau of Labor Statistics, U.S. Dept. of Labor (1967=100) for the period Dec. 31, 1973 through Dec. 31, 1974 is between 4% and 10%, the base annual salary of each employee covered by this Agreement shall be increased by 7%.

(b) Should the above mentioned cost of living index increase by more than 10% the pay of each employee covered by this Agreement shall be increased by 7% plus the difference between the actual percentage increase in that cost of living index and 10%.

(c) Should the above mentioned cost of living index increase by between 0% and 4%, the pay of each employee covered by this Agreement shall be increased by 7% less the difference between the actual percentage increase in that cost of living index and 4%.

(d) Compensation for 1974 is set forth in Appendix "A" attached to this Agreement.

ARTICLE XV

DISCIPLINE

The Town shall not discipline, suspend or discharge an employee without just cause. An employee who is disciplined or discharged shall be entitled to receive a statement in writing outlining the reasons for such action.

ARTICLE XVI

MANAGEMENT RESPONSIBILITIES

All aspects of the management of the Town and all aspects of the management and direction of Police Department personnel are the exclusive responsibility of the Town, except as expressly modified by the terms of this Agreement.

ARTICLE XVII

LONGEVITY

Employees covered by this Agreement shall receive in addition to other compensation, longevity payments in accordance with the following schedule:

- | | |
|--|------------|
| 1. Commencing with the 6th year of continuous service | \$100/year |
| 2. Commencing with the 11th year of continuous service | \$250/year |
| 3. Commencing with the 16th year of continuous service | \$400/year |

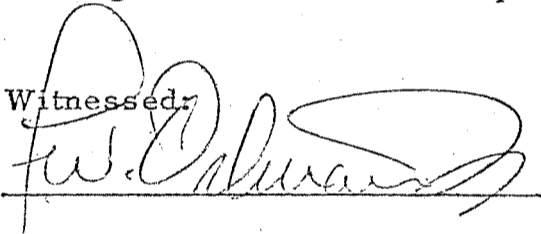
4. Commencing with the 21st year of continuous service \$600/year

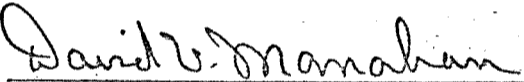
ARTICLE XVIII

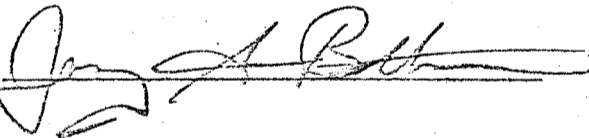
DURATION

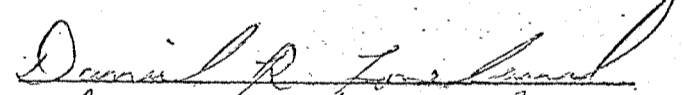
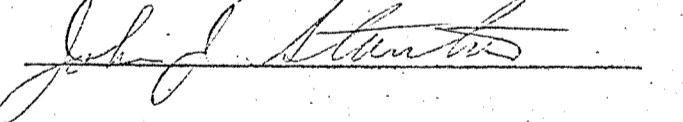
This Agreement shall be in full force and effect as of January 1, 1974, and shall be in effect to and including December 31, 1975. On or after September 1, 1975, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement.

The terms of this Agreement shall continue in effect during the negotiations between the parties.

Witnessed:


Town of Morristown

Mayor

Witnessed:


Patrolman's Benevolent Association
Local No. 43



APPENDIX A

SCHEDULE OF COMPENSATION EFFECTIVE

Jan. 1, 1974

Patrolman:

Fire

78

Commencing the 1st year of service	11,147	(126)	\$10,229	11,025
Commencing the 2nd year of service	12,371	(135)	\$11,351	12,236
Commencing the 3rd year of service	13,595	(149)	\$12,474	13,446
Commencing the 4th year of service	14,818	(161)	\$13,597	14,657

Sergeant: \$14,595

Lieutenant: \$15,842

Captain: \$17,820

15435
1543

16978

14,333
08

128997
14333

15222

14895
12590

2005

15

20050
12590

74600
63950