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AGREEMENT

Between

THE TOWN OF MORRISTOWN, NEW JERSEY

And

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 43

(SUPERIOR OFFICERS)

JANUARY 1, 2005 THROUGH DECEMBER 31, 2009

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PREAMBLE

THIS AGREEMENT, made and entered into on this 2nd day of January 2008, by and between the **TOWN OF MORRISTOWN**, a Municipal Government in the County of Morris, State of New Jersey, hereinafter sometimes referred as the Town, and the **POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL NO. 43**, hereinafter sometimes referred to as the Association, is the final and complete understanding between the Town and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Town and those of its employees who are subject to this Agreement, in order that more efficient and progressive police service be rendered.

Upon execution of this Agreement, both parties agree that the provisions of all prior written agreements shall be superseded and no longer be of any force and effect.

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ARTICLE I
RECOGNITION

A. 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 Superior officers.

B. Unless otherwise indicated, the terms "superior officer," "employee" or "employees" when used in the Agreement refer to all persons represented by the Association in the above defined negotiating unit.

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ARTICLE II
ASSOCIATION SECURITY

A. Employees may request dues deduction for PBA dues in accordance with the requirements of N.J.S.A. 52:14-15.9e. Any employee may withdraw from the dues deduction program effective either January 1 or July 1, by giving written notice in advance of those dates as provided by said statute. The Association shall provide the necessary dues deduction forms and shall secure signatures of its members on the forms, and shall deliver the signed forms to the Town Director of Revenue and Finance or their designee. The Association shall indemnify, defend and save the Town harmless against any all claims, demands, suits or other forms of liability that shall arise out of or by reason of, action taken by the Town in reliance upon salary deduction authorization cards submitted by the Association.

B. Subject to the provisions of N.J.S.A. 52:14-15.9e, upon the written authorization by an employee covered by this Agreement, the Town agrees to deduct twice 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

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.

A: Definition

1. **Grievance**

A grievance is an alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regard to the Agreement's meaning or application. (This is also referred to as a contractual grievance). A grievance as defined herein shall also include a dispute concerning the meaning, interpretation or application of personnel policies or administrative decisions affecting the welfare of an employee covered under this Agreement. Such latter grievance, which is known as a non-contractual grievance, may only be processed to Step 4 below. The term grievance (including contractual and non-contractual) and the grievance procedure set forth herein shall not apply.

a. To matters which involved the interpretation or application of a Civil Service Rule of Regulation or N.J.S.A. 11A:1-1, et seq., the Civil Service Law, and provided a method of review is prescribed by Civil Service Law, rule or regulations;

b. To matters which involve the interpretation or application of any other State or Federal Statutes or rule or regulation of any Federal or State agency and in which a method of review is prescribed by law, rule or regulation;

c. To matters where the Town is without authority to act. An employee's immediate supervisor is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

B. Purpose

1. The Purpose of the grievance procedure is to secure equitable solution to the problem affecting employees arising under this Agreement.

2. The parties agree that disputes shall be resolved at the lowest administrative level. Thus, the parties shall encourage, if possible, the informal resolution of disputes by discussion of complaints between an individual and their immediate supervisor and only in the event that such discussion fails to produce a satisfactory adjustment to the complaint shall it be reduced to writing and submitted as a grievance.

C: Procedure

1. An aggrieved employee must file their grievance in writing with their immediate supervisor within ten (10) calendar days of the occurrence of the matter complained of, or within ten (10) calendars days after they would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance unless good cause is demonstrated for the delay.

Step One:

Once timely filed, the aggrieved employee shall discuss the grievance with their immediate supervisor. If the grievance is not resolved satisfactorily or if no resolution is made within five (5) calendar days by the immediate supervisor, the employee must present their grievance to the Captain in charge of the Division.

Step Two:

The procedure and the time limit for resolution at the Captain's level shall be the same as that discussed above for the immediate supervisor.

Step Three:

In the event there is not a satisfactory resolution of the grievance at Step Two or an answer not given within the time provided, the aggrieved employee may present their grievance to the Chief of Police or their designee within five (5) calendar days thereafter. Upon receipt of the grievance, the Chief or their designee shall investigate the grievance and shall render a decision thereon within ten (10) calendar days.

Step Four:

In the event there is not a satisfactory resolution of a grievance at Step Three or no decision rendered by the Chief or their designee within the time allowed, the aggrieved may

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appeal to the Business Administrator within ten (10) work days thereafter. Where an appeal is filed at this Step the grievant shall file:

1. Copy of the written grievance below;
2. Statement of factual and legal contentions upon which the grievant relies;
3. A statement of the results of prior discussions thereon; and
4. A statement of the grievant's dissatisfaction with such results.

The Business Administrator shall have ten (10) days from the receipt of the grievance within which to render a decision.

Grievances involving the meaning, interpretation or application of personnel policies and/or administrative decisions shall be finally decided at this Step by the Business Administrator. Only contractual matters may be appealed to Step Five or above.

Step Five:

If the grievance is not settled through Step Four, then either the Association or the Town may move an arbitrable grievance to arbitration by notifying the Public Employees Relations Commission. The request for arbitration shall be made within fourteen (14) days after a decision is rendered at Step 4. The request for arbitration shall be made upon written notice to the opposing party.

An arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employment Relations Commission, and shall be appointed to hear the grievance and render their award in writing. The award shall be final and binding on both parties. The cost of the arbitrator's fee shall be paid by the losing party as well as all other costs reasonably related to the arbitration including the prevailing party's attorney's fees. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue their decision within thirty (30) calendar days after the close of the hearing unless the time for rendering the award is extended upon the consent of the parties. The arbitrator shall only consider a dispute which comes within the definition of contractual grievance as set forth above under this Article and shall interpret this Agreement as written and shall have no authority to alter, amend, add to or delete from the terms of this Agreement.

D: Miscellaneous

1. If the Town fails to meet on any grievance and/or answer any grievance within the

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prescribed time limits as herein above specified, the grievance may be processed to the next Step of the Grievance Procedure if it is otherwise allowed by this Article.

2. The Association and the Chief may waive by mutual agreement any Step up to Step Four.
3. In the presentation of a grievance, an employee shall have the right to present their appeal or to designate a representative to appear with them at any Step in their appeal. An employee is entitled to be represented by an attorney of their own choosing at Steps Four and Five.

E. Change in Disciplinary Rights

In the event of an expansion or diminution of any of the rights of the Town, the Association, or any employees covered under this Agreement resulting from court decision or Legislative Act, then this Agreement shall be considered as amended accordingly where such change requires the Agreement to be amended to comply with law. The parties shall promptly meet to prepare language to incorporate said change for inclusion in the Agreement. Where court decision or Legislative Act does not require, but rather permits, a change to be made to the Agreement, such permitted changes shall be the subject of negotiations between the Town and the Association at the time of negotiations for a new contract.

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ARTICLE IV
COURT TIME

A. If any employee is required to appear in Municipal Court, County Court, Superior Court, Grand Jury, or official Administrative Agency proceedings, such as the Division of Motor Vehicles, in connection with their duties in the Bureau on their day off, time off or vacation day, they shall be paid for each hour worked at time and one-half (1-1/2) their rate of pay, provided however, if the time worked is less than two (2) hours, they shall be paid a minimum of two (2) hours pay at their regular rate of pay for said appearance. Effective January 1, 1997, employees shall be paid a minimum of four (4) hours for an off-duty appearance in any court but the Morristown Municipal Court, where the minimum shall continue to be two (2) hours.

B. An employee shall not be compensated under this Article in any case in which they receive overtime pay under Article XIII. In no event shall there be any pyramiding of time or duplication of payment.

C. Court time shall not be paid to an employee who appears on their own behalf as a defendant in disciplinary proceedings or on personal business.

D. Effective upon the execution of this Agreement, a retired member who must appear in court as a result of an action taken on behalf of the Town of Morristown, while employed by the Town of Morristown, shall receive monetary compensation equal to their hourly rate at the time of their separation.

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ARTICLE V

STANDBY TIME

A. Whenever a member of the Bureau is placed on "standby" alert for any occurrence or anticipated occurrence, during their off-duty hours, they shall received for (4) hours' pay at their prevailing rate of pay for each twenty-four (24) hour period during such occurrence or anticipated occurrence when they are on "standby."

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ARTICLE VI
ON CALL TIME

A. Supervisors of the Detective Bureau who have been placed in their off-duty time in "on call" status (hereinafter "on call") shall, as of the dates shown, receive the following minimum base payment annually regardless of the number of hours in which they are on call:

| | |
|---|---------|
| Effective upon ratification of this Agreement | \$3,150 |
| Effective January 1, 2008 | \$3,550 |
| Effective January 1, 2009 | \$3,850 |

B. The senior Police Captain shall receive compensation as enumerated below. The Captain shall have the duties and authority of the Police Chief and title of Acting Police Chief, in the Chief's absence. All other benefits contained in this Agreement shall be retained.

| | |
|--|---------|
| Effective upon execution of this Agreement | \$3,500 |
|--|---------|

C. Effective upon execution of this Agreement, a member assigned as Assistant Emergency Management Coordinator and placed on on-call status will be paid the additional annual amount of \$3,000, regardless of the number of hours actually on-call, such compensation to be included in the hourly rate of base pay.

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ARTICLE VII

COLLEGE INCENTIVE PAY

A. Each employee covered by this Agreement who is enrolled in a Police Science or related curriculum leading to an Associate or Bachelor's degree in Criminal Justice, Police Science, Police Administration, Public Administration, Administration, or any course in municipal government or administrative skills 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 they continue to earn additional credits in each succeeding calendar year provided that such course leads to or is used in connection with an Associate's or Bachelor's degree. Should they fail in any year to earn additional credits toward degree, payments for previously earned credits shall cease until they again earn additional credits at which time payments shall be reinstated on all previously earned credits.

B. Once having earned an Associate's degree in Criminal Justice, Police Science, Police Administration, Public Administration, Administration, or any course in municipal government or administrative skills at a recognized institution of higher learning, an employee shall receive annual payments for all earned credits leading to that degree whether or not they earn additional credits after receiving it.

C. Once having earned a Bachelor's degree in Criminal Justice, Police Science, Police Administration, Public Administration, Administration, or any course in municipal government or administrative skills at a recognized institution of higher learning, an employee shall receive annual payments for all earned credits leading to that degree whether or not they earn additional credits after receiving it.

D. The number of credits on which payments under this clause shall be made towards a Master's degree after obtaining a Bachelor's degree shall be limited to One Hundred Seventy (170), to include credits earned towards the Bachelor's degree. All payments under this clause shall be made in a lump sum in June of each year.

E. Members enrolled in a curriculum leading to an Associate's or Bachelor's degree as described above are eligible for tuition reimbursement upon successful completion of a course with at least a "C" grade.

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ARTICLE VIII

HOLIDAY PAY

A. Every employee covered by this Agreement shall receive one (1) day's pay, calculated at ten and three quarter (10.75) hours per day, at their prevailing rate, for the following thirteen (13) holidays:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Election Day (General)
- Thanksgiving
- Friday after Thanksgiving
- Christmas

B. Holiday pay shall be included in base pay for all purposes for all members for the Bargaining Unit. All bargaining unit members are expected to work all holiday for no additional compensation besides base pay, which from that point forward shall include the holiday pay.

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ARTICLE IX

MAINTENANCE OF STANDARDS

A. 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 COERCION

A. There shall be no discrimination, interference or coercion by the Town 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.

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ARTICLE XI

GENERAL PROVISIONS

A. If any provision of this Agreement or Application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act, or by a Court or other Tribunal of Competent jurisdiction, such provisions shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

B. All terms of Masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

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ARTICLE XII
CLOTHING ALLOWANCE

A. All employees covered by this Agreement shall receive an annual clothing allowance of \$975.00 effective January 1, 2007.

B. The clothing allowance shall be paid in one installment, on or before June 1st or fifteen (15) days after the adoption of the Municipal budget, whichever comes first. Certification for release of the clothing allowance will be signed by the Chief of Police for the entire department.

C. The Chief reserves the right to review the items of uniform and equipment purchased. Purchases shall be permitted for items show below.

UNIFORM PERSONNEL

Uniform Shoes & Boots
Uniform Trousers
Uniform Shirts
Uniform Insignia/Jewelry
Uniform Caps
Hat and/or Breast Shield
Rain Cap Cover
Green Rain Coats
Slush Boots
Rubbers
Garrison Belt
Sam Brown Belt
Gun Belt Accessories/Leather Gear
Handcuffs & Keys
Night Stick
Flashlight & Batteries
Summons Case
Leather Jacket

PLAIN CLOTHES PERSONNEL

All Uniform Items
Civilian Trousers
Shirts
Jackets
Suits
Ties
Slush Boots
Rain Coat
Belts
Shoes
Socks
Top Coat/Overcoat
Gloves
Specialized Clothing/Body

ACCESSORY ITEMS

N.J. Police Manual
Law & Job Related Text
(by prior approval of Chief)

Philadelphia Leather Coat

Duty Gun

Holsters

Coveralls

Helmet/Eye Protection

Gloves

Whistle

Socks (Uniform)

Magazine Clips

Clip Board

Brief Case

Body Armor

Ammunition

Repair or Alteration on all authorized items

Shoe Polish & Accessories

Gun Cleaning Kits

Scarves

Insulated Vest

Long Underwear

Folding Knife (Emergency)

Sweaters

Other approved police related equipment used to perform duties assigned.

D. The Town agrees to replace any clothing and/or equipment enumerated below, that is damaged in the line of duty.

PATROL UNIT:

Uniform Hats

Uniform Trousers

Uniform Shirts

Hat and/or Breast Shield

All leather goods including coats

Handcuffs

Bulletproof Vest

Boots and Shoes

Eyeglasses

Flashlights

PLAIN CLOTHES UNIT:

Shirts

Pants

Jackets

Coats

All leather goods

Shields

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- Handcuffs
- Bulletproof Vest
- Boots and Shoes
- Eyeglasses
- Flashlights

- E. In the event the Town orders a change in the standard uniform, and the change is not at the option of the individual officer, the employer shall issue each new item or items to all present members. Such items shall become part of the standard issues to each new member.
- F. Upon promotion to a higher rank on or after January 1, 2007, members shall be paid an additional one-time uniform allowance of the following amounts:

| | |
|----------------------------|-------|
| Police Officer to Sergeant | \$500 |
| Sergeant to Lieutenant | \$800 |
| Lieutenant to Captain | \$425 |

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ARTICLE XIII

HOURS OF WORK AND OVERTIME

A. Hours of Work and Overtime

1. Administrative and Investigative Personnel

The regular work week shall, as in the past, consist of an average of forty (40) hours per week made up of five (5) eight (8) hour tours of duty as scheduled and posted by the Chief of Police. Each work day shall consist of eight (8) consecutive hours.

2. Uniformed Division Personnel

The regular work week shall consist of four (4) ten and three-quarter (10-3/4) hour work days. The schedule will consist of four (4) consecutive days on followed by four (4) consecutive days off averaging thirty-seven and one-half (37-1/2) hours per week. To average forty (40) hours per week, two and one-half (2-1/2) hours per week will be "banked" and utilized as one ten (10) hour training day per month.

B. Effective January 1, 1993, on a bargaining unit wide basis, if the sick time usage, out of the total available sick time pool, remains at 48% or below, the uniformed patrol division schedule referred to in this article, paragraph A2, shall remain in effect. If the sick time usage rate is 49% to 59% of the total sick time pool, the parties shall meet to discuss how to reduce the sick time to a level of 48% or below. If the sick time usage rate is 60% or more of the total sick time pool, the Town has the option of reverting back to the eight (8) hour schedule with sick time and vacation time also reverting for all employees, regardless of assignment with the Bureau of Police, to 1991 contract standards.

The following will not be included in the calculation of sick time usage:

1. Injuries sustained on the job;
2. Verifiable illness and/or injuries in excess of eight (8) consecutive work days; and
3. Other illnesses or injuries caused by special circumstances which by mutual agreement of the parties may be excluded.

If the Town decides to exercise its option by reverting to an eight (8) hour schedule consisting of five (5) consecutive days for Uniformed Division employees, all employees shall

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Receive one percent (1%) of their base salary added to their base salary, and based on the base salary on the date of implementation, effective the date of implementation of the new eight (8) hour work schedule.

C. Overtime

Except as otherwise provided, all employees shall receive one and one-half (1-1/2) times their regular hourly rate of pay for all time worked beyond their normal tour of duty.

An employee's regular hourly rate of pay is determined by dividing their annual remuneration by 2080.

When an employee is ordered to report for duty outside of their normal tour of duty, they shall receive a minimum compensation of four (4) hours pay at their regular rate of pay, or time and one-half (1-1/2) for hours worked, whichever is greater.

Members of the Detective Bureau or those employees performing similar type of work, beyond their regularly scheduled tour of duty, shall receive overtime compensation as do all other employees pursuant to the Overtime provisions of the Agreement. Accordingly, the compensation referred to in Article VI of any previous agreement between the parties, terminated effective July 31, 2002, and the overtime compensation for all such work commenced effective August 1, 2002.

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ARTICLE XIV

DISCIPLINE

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

B. If the Town chooses to suspend an employee as provided in the Rules and Regulations of the Department, the employee shall receive a written explanation of the reason for the said suspension. This shall include emergency suspensions as provided in said Department Rules and Regulations.

C. A copy of all disciplinary actions and their results shall be provided to the bargaining unit within five (5) calendar days following disposition. This information shall be given to the current Association president or their Executive Board.

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ARTICLE XV

MANAGEMENT RESPONSIBILITIES

A. In order to effectively administer the affairs of the Town Government and to properly serve the public, the Town of Morristown hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Town;
2. To direct it's working forces and operations;
3. To hire, promote, assign or reassign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees; and
5. To promulgate reasonable Rules and Regulations, from time to time, which may affect the orderly and efficient administration of the Town Government.

It is recognized that the Association shall not have the right to arbitrate action taken pursuant to this Article unless and until that right is provided by law.

B. The Town's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of Rules and Regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

C. The Town shall furnish the Association with a copy of any change in the Rules and Regulations at least thirty (30) days prior to the effective date thereof.

D. In the event a proposed Rule and Regulation involves a mandatory term or condition of employment, the Town shall negotiate same before any implementation; provided, however that the Town shall have the right to implement such Rule or Regulation without negotiation in the event of a bona fide emergency declared by the chief; provided further that the Town shall terminate the changes in the mandatory term or condition of employment after said emergency to later negotiate its implementation.

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E. Except in an emergency situation, prior to any change in Rules and Regulations involving non-mandatory subjects of negotiations and governing the conduct of employees of the Morristown Police Department, the Town agrees only to advise and consult with the Association President or his designee fifteen (15) days prior to the issuance of any new Department Rules and Regulations and changes thereto.

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ARTICLE XVI

LONGEVITY

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

| <u>YEARS OF SERVICE</u> | <u>LONGEVITY PAY</u> |
|--------------------------------------|-----------------------------|
| Commencing the 4 th year | 1% of base salary |
| Commencing the 8 th year | 2% of base salary |
| Commencing the 12 th year | 3% of base salary |
| Commencing the 16 th year | 4% of base salary |
| Commencing the 20 th year | 5% of base salary |
| Commencing the 24 th year | 6% of base salary |

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ARTICLE XVII

LEAVES

A. Bereavement Leave

Each employee covered by this Agreement shall be permitted bereavement leave with pay. This leave shall commence the day of the death of an immediate family member and shall include the period up to and including the day after the funeral/burial. During this period, an officer working the patrol schedule of a tour of four (4) 10 ¾ shifts followed by four (4) days off shall be entitled to take off no more than four (4) 10 ¾ shifts taken off and an officer working the administrative schedule of five (5) eight hour shifts each week shall be entitled to take off no more than five (5) eight hour shifts. At the discretion of the Chief, the number of days may be increased using vacation or compensatory time without consideration of overtime being incurred.

“Immediate family” member shall include the employee’s spouse, father, mother, son, daughter, grandmother, grandfather, brother, sister, step-parent, step-child, grandchildren, mother-in-law, and father-in-law.

In the event of the death of another relative, the employee shall be granted one (1) day paid leave upon proper application to the Chief.

B. Sick Leave

Sick leave is defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious diseases, attendance upon member of their immediate family because of illness and requiring the care and attendance of such employee. A certificate of a reputable physician in attendance upon any employee or member of their immediate family may be required as proof of need of leave of absence and, at the Town’s discretion, a physician of their choice can be called upon to document the need of leave of absence. Sick leave shall be provided as follows:

1. During the first year of employment each employee shall be entitled to 13.44 hours of sick leave for each month of service.
2. For each subsequent year of employment each employee shall be entitled to 161.25 hours of sick leave for and during each such year.
3. Unused sick time shall accumulate from year to year and each employee,

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in the event of illness or sickness, shall be entitled to such accumulated sick leave with pay.

4. Sick leave shall be accumulated without limit during each employee's length of service.

Employees assigned to the Uniformed Patrol Division shall have all sick time accumulated until December 31, 1990 valued at eight (8) hours per accumulated sick day. Effective January 1, 1991, employees assigned to the Uniformed Patrol Division shall have begun to receive and accumulate sick time at the rate of 161.25 hours per year. For retirement buyout calculation purposes, the employee shall be credited with 100% (eight (8) hours per accumulated sick day) of their sick hours accumulated up to December 31, 1990. The employee will then, for retirement buyout purposes, be credited with 8.5 sick hours for each 10.75 sick hours accumulated following January 1, 1991. Employees assigned to other than the Uniformed Patrol Division, shall have all sick time accumulated until December 31, 1991 valued at 8 hours per accumulated sick day. Effective January 1, 1992, employees assigned to other than Uniformed Patrol Division shall have begun to receive and accumulate sick time at the rate of 161.25 hours per year.

Employees assigned to other than the Uniformed Patrol Division shall be credited with 100% (8 hours per accumulated sick day) of their sick hours accumulated up to December 31, 1991. The employee will then, for retirement buyout purposes, be credited with 8.5 sick hours for each 10.75 sick hours accumulated following January 1, 1992. Upon retirement within the meaning of PFRS, the employee shall be entitled to pay on the basis of forty percent (40%) of verifiable sick leave hours accumulated as defined within this paragraph and not previously used.

5. Payment shall be calculated as follows:

Each payroll period normally shall consist of ten (10) working days, so that the daily rate of pay of each employee normally shall be $1/260^{th}$ of their annual salary. The hourly rate shall be computed by dividing the weekly wage by the number of hours in the employee's prescribed work week.

6. Each employee shall receive, in January of each year, a statement from the Town which reflects the employee's accumulated sick, vacation or OTW time. The employee shall be able to request two (2) additional statements per year with the approval of the Chief of Police which shall not be unreasonably denied.

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C. Disability Leave:

Whenever any employee on a full-time basis is disabled through injury or illness as a result of an arising out of their employment as evidenced by a certificate of a reputable physician approved by the Town, they shall be granted leave with pay. Leaves of absence with pay for a period of thirty (30) days or so much thereof as may be required. If at the end of such thirty (30) day period they are unable to return to duty, the Town may extend such disability leave for an additional like period at its sole discretion but in no event shall such extensions exceed a total of twelve (12) months. Certificates of continuing disability shall be filed at the end of each thirty (30) days by a reputable physician.

In the event an employee receives an award for permanent or temporary disability benefits through Worker's Compensation which compensated them for time lost from employment for the period during which they were receiving disability pay under this clause, said employee shall reimburse the Town for the amount received by them as compensation in a sum not to exceed the salary paid to them by the Town while on disability leave or the amount of the award, whichever is lesser.

D. Military Leave

Where an employee is a member of the National Guard, Air National Guard or a Reserve Unit of any of the armed forces of the United States and is required to engage in field training, they shall be granted military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect their vacation. Military Leave benefits are subject to the terms of the Side Agreement between the parties dated August 24, 2004, and attached hereto as Appendix A.

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ARTICLE XVIII

CONTINUANCE OF OPERATIONS

A. The Association acknowledges that the need for continued and uninterrupted operation of the Town's departments and agencies is of paramount importance to the citizens of Morristown and that there should be no interference with such operation.

B. In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the term of this Agreement, neither it nor any person acting in its behalf will cause, authorize, or support or take part in any strike (including the concerted failure of two or more employees to report for duty), mass resignation, mass absenteeism, work stoppage, slow down, walk out, or other job action against the Town, nor shall any individual member or members take part in or instigate any of those activities aforesaid. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Association or its members.

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ARTICLE XIX
VACATION

A. 1. All employees hired before July 1, 2002 shall be granted the following annual leave for vacation purposes with pay:

| <u>YEARS OF SERVICE</u> | <u>VACATION TIME</u> |
|---|-----------------------------|
| Upon completion of six (6) months But less than one (1) year | 75.25 hours |
| Commencing 2 nd year | 139.75 hours |
| Commencing 3 rd year | 150.50 hours |
| Commencing 4 th year | 161.25 hours |
| Commencing 5 th year | 193.50 hours |
| Commencing 11 th year | 215.00 hours |
| Commencing 16 th year | 268.75 hours |

2. All employees hired on or after July 1, 2002 shall be granted the following annual leave for vacation purposes with pay:

| <u>YEARS OF SERVICE</u> | <u>VACATION TIME</u> |
|---|-----------------------------|
| Upon completion of six (6) months But less than one (1) year | 43.00 hours |
| Commencing 2 nd year | 129.00 hours |
| Commencing 5 th year | 150.50 hours |
| Commencing 9 th year | 172.00 hours |
| Commencing 13 th year | 182.50 hours |
| Commencing 15 th year | 215.00 hours |
| Commencing 20 th year | 268.75 hours |

B. Employees who are hired by the Police Department from other Town departments shall continue to keep their pre-existing (former) Town vacation entitlement even if greater than set forth herein until the entitlement set forth herein exceeds the former Town vacation entitlement.

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C. The Association shall be given input but not negotiations on any change proposed by the Town in the policy on the number of officers off on vacation in a unit at any one time or on any change proposed by the Town in the definition of prime time for scheduling of vacations. Input shall be given to the Association not less than thirty (30) days prior to implementation of any such proposed change(s).

D. The Chief of Police shall allocate vacation period in order to insure orderly operation and adequate continuous service but they will grant vacation insofar as possible in accordance with the desires of the employees covered by this Agreement in the order of their seniority and rank. Vacation will normally be taken in work week increments beginning on the first day of the duty week and ending on the last day of the duty week. Any accrued vacations less than one (1) full week may be taken any time during a work week with the approval of the Chief of Police. One (1) officer per shift from the Patrol Division will be allowed on vacation at the same time. Officers working in the Investigative Unit and Services Unit will take vacation in accordance with the guidelines set forth by the officer in charge of those units, with the approval of the Chief of Police. Any other vacations for a second officer on the same shift would be at the discretion of the Chief of Police.

E. Accumulation of vacation leave beyond that earned in a one (1) year period shall be permitted only with the consent of the Chief of Police. No employee shall be permitted to have accumulated in a one (1) year period more than two (2) times their annual allotment without written consent of the Business Administrator and then only for good and sufficient reason.

F. The Association agrees that during the week of the Annual PBA Convention vacation will be at the discretion of the Chief of Police.

G. The Town agrees that it will not require employees to perform overtime duties once they have already completed their tour of duty and are scheduled to go out on vacation immediately upon the conclusion of their tour of duty.

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ARTICLE XX

ATTENDANCE AT PBA CONVENTION MEETINGS

A. Without loss of pay, the Town agrees:

1. To permit one member of the Association to attend the annual PBA convention. The Association may request that a second representative be permitted to attend for good cause shown, but the Chief may reject such request if it unreasonably interferes with the normal operations of the Police Department.

2. The Town agrees to permit the duly appointed local PBA delegate to attend the State PBA Mini-Convention. The PBA also may request an additional representative be excused to attend said Mini-Convention. The Chief of Police, in their sole discretion, shall decide whether this employee-representative may attend. In the event the Chief denies this request, the PBA and/or representative denied attendance cannot grieve the Chief's decision under the Negotiations Agreement.

B. The Town agrees to allow the duly appointed local PBA delegate to attend monthly meetings of State PBA without loss of pay subject to the limitations that no more than one (1) day off per month shall be afforded to the delegate and said delegate shall provide notice to the Chief of Police of their attendance at the meeting at least seven (7) days in advance of the meeting. If the meeting occurs on a day when the delegate would normally be off duty, no additional time off will be forthcoming.

C. The Town agrees to allow one (1) officer of the PBA to attend local meetings of the PBA without the loss of pay to the extent of no more than one (1) meeting per month and subject to their immediate return to duty in event of need.

ARTICLE XXI
TRAINING TIME

A. Recognizing the need for training, each employee agrees to participate in training sessions, exercises and meetings as defined in Paragraph D below. If the training occurs during an employee's off duty time, they shall be required to attend and such training will be considered as time worked and shall be compensated pursuant to Article XIII.

B. If an employee is required by law or by the Town to attend training sessions at a police academy or police technical school or other related school/agency, or receives permission from the Chief of Police to attend same, such attendance shall be considered as time worked and shall be compensated pursuant to Article XIII. If the employee's attendance is required by law or by the Town, the Town shall provide them with those materials and supplies which are required of attendees.

C. Remedial training shall be required of an officer as a result of their failure to qualify with their duty services weapon or to achieve certification in CPR or first aid during the regularly scheduled training periods. They shall be required to achieve the same on their off duty time which shall be considered as time worked and shall be compensated pursuant to Article XIII. If the Town exercises its option to change the schedule as per Article XIII, paragraph D of this article shall apply.

D. Each employee shall provide a maximum of nine (9) hours of training time which shall be considered as time worked and shall be compensated pursuant to Article XIII. One (1) three (3) hour segment shall be used for firearms trainings and qualification. The Chief may use the remaining six (6) hours in two (2) hour segments for training or Departmental meetings as they deem necessary. No member while on vacation, or on days off contiguous to their vacation, shall be required to attend. The training sessions shall be used for job related training conducted by a qualified/certified instructor. A training session outline shall be provided as part of the training order at least one (1) week prior to the training sessions. The training session shall be held during regular business hours (8-4) Monday through Friday insofar possible so as to be convenient for the most number of affected personnel.

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ARTICLE XXII
INSURANCE COVERAGE

A. Hospital and Medical Insurance

1. The Town agrees to provide at no cost to the Employee Blue Cross and Blue Shield PACE Coverage for all current employees and their dependents as defined under the respective policies of insurance. The Town also agrees to provide major medical insurance to all employees and their dependents.

2. Effective July 1, 1997, or as soon thereafter as can be implemented by the insurance carrier, the Employer will provide Blue Cross/Blue Shield Blue Select coverage (which includes major medical), rather than PACE and major medical, to all employees and their dependents. Each employee individually shall have option of retaining the PACE coverage by paying the differential in the premiums. Starting February 1, 1989, all members and dependents shall receive the Delta Dental Insurance Plan 1B.

3. An employee retiring after January 1, 1977, who has at least fifteen (15) years of service with the Town at the time of retirement, shall continue to receive coverage under this article at no cost to them.

4. The Town has the right to change medical insurance carriers so long as coverage remains substantially similar to existing coverage. The Association may submit any grievances concerning where coverage is substantially similar to binding arbitration prior to implementations of a change in carriers.

5. Any member who retires as a result of a line of duty injury, regardless of years served, shall continue to receive all medical and dental benefits at the Town's expense.

6. New police officers hired on or after January 1, 2007, shall pay via payroll deduction 10% of the cost of the premium for dependent health insurance for the Blue Select PPO plan of the first 84 months of employment. Thereafter, there will be no contribution. The cost of the premium for the dependent health insurance is the cost of the premium for the officer and his or her dependents less the cost of the premium for the officer alone. Should any such member select PACE coverage, he or she shall pay the difference in cost between the PACE and Blue Select PPO plan in addition to the appropriate percentage of the premium for dependent health insurance coverage under the Blue Select PPO plan.

7. New police officers hired on or after 1/1/07 shall also have the deductible for hospital and medical insurance increased from \$200 to \$300 (in-network and out-of-network) effective 1/1/07.

8. Office Visits. For current employees, the cost of an office visit co-payment shall be increased to \$15.00, effective upon execution of this Agreement. For new employees, the cost of an office visit co-payment shall be \$20.00, effective January 1, 2007.

B. Dental Insurance

The Town shall provided dental coverage, Delta Dental Plan 1B or equivalent, to the Bureau of Police employees. The value of the dental coverage negotiated in this contract equals 1.25% of the 1988 base salaries. At the expiration date of this contract, the Association agrees to pay the difference between the 1.25% of the 1991 base salaries and the 1992 cost of the dental coverage.

The percentage (1.25%), established by the 1989 PBA contract, was derived by dividing the sum of the base salaries of the police offices (excluding longevity, holiday pay, clothing allowance, and college incentive pay) into the cost of the dental coverage provided to the police officers.

For example, if 1.25% of the 1991 base pay equals \$38,000.00 and the 1992 cost of dental coverage is equal to less than this amount, the PBA will not be required to contribute to its dental coverage. However, if the cost of dental coverage in 1992 exceeds 1.25% of the 1991 base salary, the PBA agrees to pay the difference between 1.25% of the 1991 base salaries and any dental coverage cost increase.

This method of calculating the employee contribution will be used at each subsequent renewal of the dental contract using the base salary of the year prior to the then current dental contract expiration. If the PBA contract and the dental coverage contracts do not coincide, cost increase adjustments will be made upon each dental contract renewal.

For example, if the next PBA contract expires in 1994 but the dental contract must be renewed in 1993, the new dental rate would be calculated by determining the base salaries for 1992 and dividing that amount into the dental coverage. If the percent exceeds 1.25%, the PBA would pay the cost difference in 1993, immediately upon renewal of the dental contract in a manner consistent with the Town's premium due date. The Town agrees to provide a copy of the premium payment schedule to the PBA for this purpose.

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Dental coverage is only available to employees and their dependents covered by this contract and the Town payroll as of February 1, 1989. Dental coverage shall continue to be provided to those employees who retire after the dental coverage effective date if they have a minimum of fifteen (15) years of service with the Town or for those retiring after February 1, 1989 on disability pension. Retirees who qualify for this coverage will be responsible for paying the difference between the current dental coverage cost and all subsequent dental coverage cost increases, if any.

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ARTICLE XXIII

WAGES

The salary for each title represented by the Association shall be determined via a percentage rank differential between the highest salaries of the next lower rank, with steps based on the number of years served at the higher rank. The steps shall be as follows, expressed as a percentage above the highest salary for the next lower rank:

| | |
|-----------------------------|------------|
| First 12 months | 10% |
| Months 13 through 24 | 11% |
| After 24 months | 12% |

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ARTICLE XXIV
POLICE OFFICER'S RIGHTS

Statutory Rights

A. Employees covered by this Agreement shall only have those statutory rights expressly accorded to them under Titles II and 40a of the New Jersey Statutes Annotated, the Rules and Regulation of the Department, all of which are incorporated herein by reference.

Guidelines for Investigatory Interviews with Employees

A. Should the Town decide to hold an "investigatory interview" with an employee, in certain circumstances described in Paragraph B below, that discussion may not take place without the presence of an employee representative.

B. The general principle is that when the Town conducts an investigatory interview with an employee and the employee requests the presence of an Association representative and the employee reasonably believes that the interview may result in disciplinary action, such interview cannot take place without the presence of the Association representative.

C. This rule would only apply to "investigatory interviews" designed to gather facts, which may be the basis for the composition of future discipline. Advance notice, where possible, will be given to the employee or the Association except in those circumstances where the Town believes that such advance notice may have an adverse impact upon the investigation.

D. The right arises only in situations where the employee requests representation. The employee may waive their right, and if they prefer, participate in an interview unaccompanied by an Association representative. The employee may request representation even after they initially have waived their right to the same. This may be done any time during the investigatory interview proceeding.

E. The employee's right to request representation as a condition of participation in an interview is limited to situation where the employee reasonably believes the investigation will result in disciplinary action. Where the employee has no reasonable fear that discipline will result from the Town's discussion the right to Association representation is not present. For example, the rule would not apply to typical daily working conversations, for example, the giving of instructions, direction to improve techniques or training.

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F. The exercise of the right may not interfere with legitimate Town prerogatives. That is, the Town has no obligation to justify their refusal to allow Association representation. Thus, the Town is free to carry on its inquiry without interviewing the employee. The choice is left to the employee between having an interview unaccompanied by their representative or having no interview and forgoing any benefits that may be derived from one.

G. The Town has no duty to bargain with any Association representative who may be permitted to attend the investigatory interview. The representative is present to assist the employee and may attempt to clarify the facts or suggest other employees who may have knowledge of them. The Town, however, is free to insist that it is only interested at that time in hearing the employee's own account of the matter under investigation.

H. The Town may not discipline or take any other adverse action against an employee for refusing to participate in an investigatory interview without the presence of a representative, nor may the Town discipline an Association representative who insists on representation of individuals who desire such representation at an investigatory interview.

I. If an employee has been the subject to an investigatory interview, they shall be notified of the outcome of the investigation after its completion.

J. Before an investigatory interview is conducted by any departmental representative, the employee being interviewed must be made aware of their rights under this article immediately prior to each interview. In cases other than departmental investigations, if a member of the Bureau is under arrest or if they are a suspect or a target of a criminal investigation, they shall be given their rights pursuant to the current decisions of the United States Supreme Court.

Personnel Files:

A. An employee shall have the right to inspect their personnel file if they make a request in writing to do so in advance to the Chief of Police or their designee. The request must only be made by the employee. Said inspection shall be scheduled insofar as possible within two (2) working days after the request is received. The personnel file may only be examined by the employee in the presence of the Chief or their designee. The personnel file may only be copied for the employee and they must acknowledge receipt of a copy of said file in writing prior to the release of same. The written request to inspect must state the purpose for the request. An

Employee may only obtain one (1) copy of each item in their personnel file.

B. The Town and the Association agree that a personnel file will be defined. Any item placed in the personnel file shall be signed or initialed by the officer and dated so as to show that the employee was made aware of such item. The officer's signature or initials do not signify agreement with the item unless so specified.

C. The Association and the Town recognize that only non-confidential information shall be placed in this file. Confidential information shall be kept in the Chief's confidential file. Confidential information used as the basis for a personnel action which the officer challenges by way of an appeal (1) to Civil Service; (2) to an arbitrator under this Agreement; or (3) to a court or other tribunal of competent jurisdiction shall be shared with the officer or their designated representative upon written request to the Chief after the appeal is taken.

Examinations:

A. Whenever an employee is required to or permitted to take a test or examination, be it educational, physical or psychological, a true and accurate original copy of the results of said test, examination or evaluation shall be made available to the employee upon receipt of a written request from said employee by the Chief of Police, Acting Chief or their designee. The report shall be made available within five (5) calendar days of said request.

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ARTICLE XXV

ASSOCIATION REPRESENTATIVES

A. The Town will agree to excuse from duty no more than two (2) employees at any one (1) time provided their absence from duty (individually or collectively) does not unreasonably interfere with or interrupt normal operations of the police department. Such employees may attend a negotiations meeting or grievance meeting called by the Town without loss of pay. When negotiations are held and employees are off duty, it is agreed that the Association is permitted to have up to four (4) representatives who are employees attend a negotiations or grievance meeting.

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ARTICLE XXVI

NOTICE PRIOR TO SHIFT CHANGE OR LATERAL TRANSFER

A. The Town agrees, where feasible, to provide eight (8) days notice to the employees involved prior to a shift change or a lateral transfer.

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ARTICLE XXVII

PROMOTIONAL EXAMINATIONS

A. The Town agrees to maintain active certification(s) (complete certification[s]) for promotional examinations under Civil Service Rules and Regulations. When a certification is deemed incomplete under Civil Service Procedures, the Town shall call for a new Civil Service test within a reasonable period of time for the position(s) to which the certification related.

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ARTICLE XXVIII
OUTSIDE EMPLOYMENT

A. Outside employment compensation of employees in this unit for “outside jobs” with Morristown for contractors, businesses, special projects, etc. is administered through the Town. Such outside employment, as per past practice, is exclusively offered to Association employees prior to being made available to police employees from other New Jersey communities.

B. The past practice with regard to this outside employment shall be continued except that the rate of pay for these employees, namely the amount actually received by them, exclusive of and net of any amount received by the Town, shall be as follows:

| | |
|--|-------------------|
| Effective January 1, 2004: | \$ 52.00 per hour |
| Effective upon ratification of this Agreement: | \$53.00 per hour |
| Effective January 1, 2008: | \$54.00 per hour |

C. There shall be a special rate for certain non-profit and/or charitable entities for who outside employment is performed when the parties agree as to such entities. The special rate, unless otherwise agreed, shall not apply to schools, school agencies or hospitals. The parties agree that the Morristown/Morris Township Free Public Library, the Neighborhood House, and the Clyde Potts Community Center shall receive the special rate with regard to their own activities, though not to the functions of others at their premises. The special rate is as follows:

| | |
|--|------------------|
| Effective upon ratification of this Agreement: | \$44.00 per hour |
| Effective January 1, 2008: | \$45.00 per hour |

D. An administrative fee of eleven and one-half percent (11.5%) of the hourly rate shall be added and remitted to the Town of Morristown to cover the additional cost of both time and materials expended in the administration of payment to police officers for off duty assignments.

The outside employment ordinance is attached as Appendix B.

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ARTICLE XXIX

VALOR AWARDS

A. The Town shall provide time off to employees, not to exceed more than two (2) shifts annually per employee, for the purpose of receiving a valor award from organizations such as the New Jersey State Patrolmen's Benevolent Association, or the 200 Club of Morris County, or other generally recognized organizations. This time shall not be chargeable.

ARTICLE XXX

DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect as of January 1, 2005 and shall be in effect to and including December 31, 2009.

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

WITNESSED:

TOWN OF MORRISTOWN



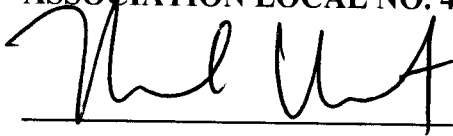


WITNESSED:

SUPERIOR OFFICERS

ASSOCIATION LOCAL NO. 43





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TOWN OF MORRISTOWN

ORDINANCE O - 37 - 02

**ORDINANCE ESTABLISHING COMPENSATION POLICY FOR
TOWN EMPLOYEES WHO ARE CALLED TO ACTIVE DUTY
IN THE RESERVE AND ORGANIZED MILITIA, INCLUDING
NATIONAL GUARD**

WHEREAS, in the wake of the deployment of United States military forces in response to the events of September 11, 2001, and the resultant involuntary call up of several municipal employees for active duty in the National Guard and/or Reserves, the Mayor and Council have determined that it is necessary to establish a compensation policy for those employees who may be called away for extended periods of time; and

WHEREAS, the Reserve and National Guard members who are activated during a period of crisis serve vital national and state interests for which they deserve the full support of the citizens of the State; and

WHEREAS, the Town of Morristown recognizes that a strong, ready Reserve and Organized Militia are essential to the defense of this Country and vital to this state in times of emergency; and

WHEREAS, the Town of Morristown recognizes the personal and economic sacrifices of its employees who are called to active duty in the National Guard or Reserves during a period of national or state crisis.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Morristown, being the governing body thereof, as follows:

SECTION I.

1. Any Morristown employee who is involuntarily called to federal or state active duty in the National Guard or Reserves in response to a national or state crisis shall be entitled to the following salary, compensation and benefits:

- a) Upon termination of active duty, the employee shall be entitled to return to municipal employment with full seniority and benefits consistent with State and federal military reemployment and seniority rights.
- b) Following exhaustion of statutory entitlements to full pay, during their period of active duty municipal employees shall be entitled to receive their full salary, equal to the differential between the municipal salary and the military base pay.
- c) During the period of active duty, municipal employees shall be entitled to the same employee health benefits as if they were on paid leave of absence.

Appendix A

- d) During the period of active duty, municipal employees shall be entitled to life insurance and pension benefits in accordance with state law.
- e) If an employee's military base pay is greater than his or her municipal salary such that he or she would not receive differential pay pursuant to subparagraph (b) above, the employee shall, nonetheless, be entitled to employee health benefits, life insurance and pension coverage during active duty service, with the employee's contributory portion of those benefits and programs to be paid by the employee upon his or her return to municipal employment after the completion of active military duty.

2. The Business Administrator shall promulgate rules and policies for the administration of salary, compensation and benefits governed by this ordinance.

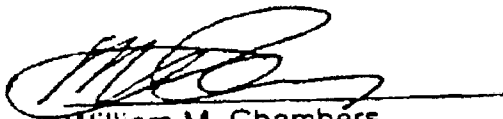
SECTION II. Severability. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, paragraph, subdivision, clause or provision, and the remainder of this Ordinance shall be deemed valid and effective.

SECTION III. Repealer. All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

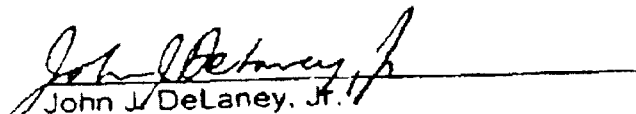
SECTION IV. Effective Date. This ordinance shall take effect upon passage and publication as required by law.

ATTEST:

ADOPTED:



William M. Chambers,
Town Clerk


John J. DeLaney, Jr.
Mayor

Matthew K. Stechamer
Deputy Town Clerk

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TOWN OF MORRISTOWN

ORDINANCE O-⁴⁰-06

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 4 "ADMINISTRATION OF GOVERNMENT", ARTICLE XI "DEPARTMENT OF ADMINISTRATION; BUREAU OF POLICE PROTECTION AND BUREAU OF FIRE PROTECTION" BY ADDING A NEW SECTION 4-50.1 ENTITLED "EMPLOYMENT BY OUTSIDE INDIVIDUALS OR ENTITIES"

BE IT ORDAINED, by the Town Council of the Town of Morristown, County of Morris and State of New Jersey, being the governing body thereof, that Chapter 4 Administration of Government, Article XI Department of Administration; Bureau of Police Protection and Bureau of Fire Protection, be and is hereby amended and supplemented by adding a new Section 4-50.1 entitled Employment by Outside Entities as follows:

§4-50.1. Contracted Employment by Outside Individuals or Entities

- A. Statutory Authority. The Attorney General of the State of New Jersey and the Division of Local Government Services have determined that members of a municipal Police Department may, during their off-duty hours, engage in police related activities for private persons or entities. Pursuant to the laws of the State of New Jersey, a municipality must agree to implement a system whereby the off duty availability of police officers is arranged through a contract directly with the municipality and the private person or entity.
- B. Police Force and Off-Duty Employment. In accordance with the procedures established herein for the employment of police officers by private individuals or outside entities, members of the Bureau of Police Protection shall be permitted to accept police-related employment for private employers or school districts only during off-duty hours and at such times as will not interfere with the efficient performance of regularly scheduled or emergency duty for the Town of Morristown.
- C. Approval by Chief of Police. Any private person or entity desiring to employ off duty police shall first obtain the approval of the Chief of Police, which approval shall be granted if, in the opinion of the Chief, such employment would not unduly impact the efficient functioning and good reputation of the Bureau of Police Protection and would not unreasonably endanger or threaten the safety of the officer or officers who would be performing such off duty work.
- D. Contract with private persons or entities; information required. Any private person or entity desiring to retain the services of police officers of the Town of Morristown for off duty work shall be required to enter into a contract with the Town of Morristown. Said contract shall include, but not be limited to, the nature of duties to be performed, the location of said duties, the date and hours of service, the rate of payment for services to the officers, administrative fees to

Appendix B

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the Town and fees, if any, for the use of Town owned equipment. The contract may also provide for deposits in advance by the contractor for services to be performed. The Chief of Police is hereby empowered to execute a contract for off duty police related activities on behalf of the Town of Morristown in accordance with this section.

Payment for Off Duty Assignments; Trust Fund.

- (1) Any person or entity requesting the services of an off-duty law enforcement officer in the Morristown Bureau of Police Protection shall establish a trust account with the Chief Financial Officer ("CFO") of the Town of Morristown by depositing an amount sufficient to cover the rates of compensation, administrative and vehicle fees as further described in subparagraph G hereinbelow.
- (2) Prior to the posting of any request for services of off-duty law enforcement officers, the Chief of Police or his designee shall verify that the balance in the trust account of the person or entity requesting services is sufficient to cover the compensation and fees for the number of hours specified in the request for services. The Chief of Police shall not post a request for services from any person or entity unless all fees and compensation required in the manner described above have been deposited with the CFO of the Town of Morristown. No officer shall provide any such services for more than are specified in the request for services.
- (3) In the event the funds in such trust account should become depleted, services of off-duty law enforcement officers shall cease and requests for further or future services shall not be performed or posted until additional funds have been deposited in the trust account in the manner prescribed above.
- (4) The person or entity requesting such services shall be responsible for ensuring that sufficient funds remain in the trust account in order to avoid any interruption of services.
- (5) Notwithstanding the foregoing, in the event of an emergency and where the establishment of a trust fund account is not feasible, off-duty police services may be provided hereunder. In such event, the person requesting such service shall remit payment within 24 hours after billing.

Request for services. All requests to the Town for the services of off-duty law enforcement officers in the Morristown Bureau of Police Protection for a period of one (1) week or longer shall be forwarded to the Chief of Police for posting at least ten (10) days before such services are required. Any law enforcement officers, when so employed by the Town, shall be treated as an employee of the Town; provided, however, that wages earned for outside employment shall not be applied toward the pension benefits of law enforcement officers so employed, nor shall hours worked for outside employment be considered in any way compensable as overtime.

Administrative Fee; Vehicle Fee; Rates of Pay.

- (1) An administrative fee of eleven and one-half percent (11.5%) of the hourly rate shall be added and remitted to the Town of Morristown to cover the additional cost of both time and materials expended in the administration of payment to police officers for off duty assignments. Use of police vehicles shall be charged at the rate of Ten Dollars (\$10.00) per hour per vehicle and remitted to the Town with all other charges, which shall be placed in a dedicated fund for the purchase of new marked patrol vehicles.
 - (2) The Collective Bargaining Agreement between the Town of Morristown and the Morristown Policeman's Benevolent Association Local 43 ("PBA") will determine the rate of pay for each off-duty contract. The administrative charge will be in addition to the hourly rate.
- H. Insurance. Each private person or entity who shall employ off duty officers pursuant to this chapter shall be responsible for maintaining his or her own insurance coverage. Said insurance coverage shall include, but not be limited to, general liability and automobile. Proof of said insurance coverage shall be provided to the Town of Morristown prior to the assignment of any officer(s) to said private person or entity.
- I. Emergencies; termination of assignments; payment due. The Chief of Police or his designee shall have the authority to order any police officer engaged in off duty assignments within the Town of Morristown to respond to an emergency situation within the Town. The Chief of Police or his designee shall also have the right to order any off duty assignment to be terminated whenever said assignment creates an unacceptable risk to the health, safety and welfare of the police officer and/or the residents of the Town of Morristown. In any situation where the officer is called to an emergency situation, the Chief of Police or his designee shall make note of said emergency situation, as well as the time said officer was removed from said assignment. In any situation where an off duty officer is called to an emergency situation, said private person or entity shall not be responsible for the payment of the officer's hourly rate or administrative fees until such time as said police officer returns to the assignment with the off duty employer.
- J. Indemnification. Any private person or entity requesting the services of off duty police officers shall indemnify and hold the Town of Morristown harmless for any and all damages which may arise from the officers' employment by said private person or entity.

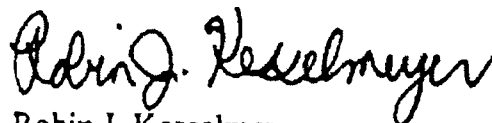
BE IT FURTHER ORDAINED, If any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

. IT FURTHER ORDAINED, This Ordinance shall take effect upon passage and publication :
ce with applicable law.

I, Robin J. Kesselmeyer, Deputy Town Clerk of the Town of Morristown, do hereby certify the above to be a true and exact copy of the Ordinance duly passed and adopted by the Town Council of the Town of Morristown at a Regular Council Meeting held on September 26, 2006.

Dated: September 27, 2006



Robin J. Kesselmeyer
Deputy Town Clerk