

3-0241

14-24

A G R E E M E N T

between

THE TOWN OF MORRISTOWN

NEW JERSEY

and

POLICEMAN'S BENEVOLENT ASSOCIATION

LOCAL NO. 43

JANUARY 1, 1980 THROUGH DECEMBER 31, 1982

LIT
Institute of
Library

RUTGERS UNIVERSITY

Preamble		1
Article I	Recognition	1
Article II	Association Security	1
Article III	Grievance and Arbitration	2
Article IV	Court Time	4
Article V	Standby Time	5
Article VI	Detective Allowance	5
Article VII	College Incentive Pay	5
Article VIII	Holiday Pay	6
Article IX	Maintenance of Standards	6
Article X	Discrimination and Coercion	6
Article XI	Savings Clause	7
Article XII	Clothing Allowance	7
Article XIII	Hours of Work and Overtime	7
Article XIV	Discipline	8
Article XV	Management Responsibilities	8
Article XVI	Longevity	8
Article XVII	Leaves	8
Article XVIII	Continuance of Operations	11
Article XIX	Vacation	12
Article XX	Attendance At PBA Convention/Meetings	13
Article XXI	Training Time	13
Article XXII	Call Out Pay	14
Article XXIII	Hospital and Medical Insurance	14
Article XXIV	Wages	15
Article XXV	Parity	15
Article XXVI	Duration	16
Appendix A	Schedule of Compensation	17

PREAMBLE

This Agreement, made this _____ of _____ 1980 by and between the TOWN OF MORRISTOWN, NEW JERSEY, hereinafter referred to as the "Town", and POLICEMAN'S BENEVOLENT ASSOCIATION, 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 Bureau excepting the Chief of Police.

Section 2.

Unless otherwise indicated, the terms "patrolman", "employee" or "employees" when used in the Agreement refer to all persons represented 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 9e, 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 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. The parties by mutual agreement may waive any step.

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 selection of an impartial arbitrator. In the event the Board of Mediators declines or is unable to appoint an impartial 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

A. If an employee is required to appear in any municipal court, in connection with his duties in the Bureau on his day off, time off or vacation day, he shall receive a minimum of twenty dollars (\$20.00) or his regular pay per hour whichever is greater and this section shall become effective the date of the signing of the contract through December 31, 1981, at which time Section A. will become open for further discussion.

B. 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 Bureau 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 Bureau 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 Division 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 thirteen 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, Friday after Thanksgiving and Christmas.

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

In addition to the aforementioned thirteen 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 COERCION

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 as follows:

1980	-	\$ 350.00
1981	-	\$ 375.00
1982	-	\$ 400.00

ARTICLE XIII

HOURS OF WORK AND OVERTIME

1. Hours of Work

The regular work week shall, as in the past, consist of an average of 40 hours per week made up of five 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 or his designee 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

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 XV

MANAGEMENT RESPONSIBILITIES

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

ARTICLE XVI

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 | \$750/year |

ARTICLE XVII

LEAVES

1. Bereavement Leave:

All employees covered by this Agreement shall be permitted bereavement

leave with pay not to exceed three calendar days beginning with the date of death of a spouse, child, mother, father, brother, sister, mother-in-law, or father-in-law. If the employee finds an additional day is necessary for reasons of extended travel, he shall be permitted to utilize a vacation or personal day for this purpose.

2. 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 members of his 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 his 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:

(a) During the first year of employment such employee shall be entitled to one and one quarter working days of sick leave for each month of service.

(b) For each subsequent year of employment each employee shall be entitled to fifteen working days of sick leave for and during each such year.

(c) Unused sick leave shall accumulate from year to year and each employee in the event of illness or sickness shall be entitled to such accumulated sick leave with pay.

3. Disability Leave:

Whenever any employee on a full time basis is disabled through injury or illness as a result of and arising out of his employment as evidenced by a certificate of a reputable physician approved by the Town, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, 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 day period, he is

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 months. Certificates of continuing disability shall be filed at the end of each thirty days by a reputable physician.

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

4. Personal Days:

1. Effective January 1, 1976, an employee shall be entitled to a maximum of two days per calendar year as leave without loss of pay in order to attend to urgent personal business under the following conditions:

- (a) Notice of intent to take such leave must be submitted to the Superior Officer at least seven days in advance of the proposed leave.
- (b) The proposed leave must be approved by the head of the employee's department who will do so if, in his judgment, the reasons given are good and the substantiation offered for those reasons is sufficient. Approval of personal days shall not be unreasonably withheld and in cases involving the following reasons, discretion should automatically be exercised in favor of the request.
 - (i) Closing of title on the personal residence of the employee.
 - (ii) Attendance at funeral of a person outside of the employee's immediate family.
 - (iii) Ceremonies - graduation, weddings, religious and honors and awards ceremonies involving the employee, his spouse or children.

2. Unused personal days shall not accumulate from year to year.

Use of a personal day in increments of one-half day shall be permitted and encouraged if the reason for the request is based on a need that does not require a full day off.

5. 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, he shall be granted a military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect his vacation.

When an employee has been called to active duty or inducted into the military air or naval forces of the United States he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such employee must be reinstated without loss of privileges of seniority provided he receives an honorable discharge and he reports for duty with the Town within ninety days following his honorable discharge from military service.

ARTICLE XVIII

CONTINUANCE OF OPERATIONS

1. 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.

2. 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.

ARTICLE XIX

VACATION

1. All employees shall be granted the following annual leave for vacation purposes with pay:

- (a) After completion of six (6) months of service but less than one year of service, seven calendar days vacation.
- (b) After completion of one year of service, seventeen calendar days vacation and one additional day for each year of service thereafter until a maximum of twenty-one days.
- (c) Upon attaining sixteen years of service, twenty-eight calendar days of vacation.

The Chief of Police shall allocate vacation periods in order to insure orderly operation and adequate continuous service but he 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. Vacations must be taken in a minimum of one week increments beginning on Sunday and ending at midnight of the following Sunday. Any accrued vacation of less than a full week may be taken any time during a calendar week with approval of the Chief of Police .

2. Those employees electing to take a vacation week during the week they would have been scheduled for a midnight tour of duty, shall receive credit for one additional day vacation if during that midnight tour of duty, they would have normally received three days off.

3. Accumulation of vacation leave beyond that earned in a one-year period shall be permitted only with the consent of the department director. No employee shall be permitted to have accumulated in one-year period more than two times his/her annual allotment without written consent of the Business Administrator and then only for good and sufficient reason.

ARTICLE XX

ATTENDANCE AT PBA CONVENTION/MEETINGS

1. Without loss of pay, the Town agrees:

A. To permit a maximum of three employees to attend the annual PBA Convention if said convention is held in a state other than New Jersey.

B. If the convention is held in New Jersey, the Town agrees to allow up to four members to attend.

2. 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 day off per month shall be afforded to the delegate and said delegate shall provide notice to the Chief of Police of his attendance at the meeting at least seven 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 shall be forthcoming.

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

ARTICLE XXI

TRAINING TIME

1. Recognizing the need for training, each employee agrees to participate in training sessions, exercises and meetings. If the training occurs during

an employee's off duty times, he shall be required to attend and will be compensated at his regular rate of pay.

2. If an employee is required by law or by the employer 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, he shall receive no additional compensation other than regular pay during the period he attends the academy. If the employee's attendance is required by law or by the Employer, the Town shall provide him with those materials and supplies which are required of attendees.

3. Remedial training required by an officer as a result of his failure to qualify with his duty service weapon or to achieve certification in CPR or first aid during the regularly scheduled training periods shall be required to achieve the same on his off duty time without compensation.

4. Members will attend not more than two Bureau meetings annually without additional compensation.

ARTICLE XXII

CALL OUT PAY

When an employee is ordered to report for duty outside of his normal tour of duty, he shall receive a minimum compensation of four hours pay at his regular rate of pay, or time and one-half for hours actually worked whichever is greater.

ARTICLE XXIII

HOSPITAL AND MEDICAL INSURANCE

1. The Employer agrees to provide at no cost to the employee full Blue Cross and Blue Shield coverage including Rider "J" for all employees and their dependents as defined under the respective policies of insurance. Employer also agrees to provide major medical insurance to all employees and their dependents.

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

3. Further discussions will be held regarding Health Insurance benefits in the Fall of 1980. However, the signing of this Contract is not conditioned on said discussions.

ARTICLE XXIV

WAGES

1. Effective January 1, 1980, the base annual salary of each employee covered by this Agreement shall be increased by 7.5%.

2. Effective January 1, 1981, the base annual salary of each employee covered by this Agreement shall be increased by 8%.

3. Effective January 1, 1982, the base annual salary of each employee covered by this Agreement shall be increased by 9%.

4. Differential between ranks shall be an additional 1% through the rank of Captain.

ARTICLE XXV

PARITY

In the event the MEA unit of employees of the employer receives more than the annual percentage increases of 7½% for the calendar year 1980, 8% for the calendar year 1981 and 9% for the calendar year 1982 through negotiations, the employees of the unit represented by the PBA shall be entitled to an equivalent increase. In the event the said MEA unit goes to final impasse arbitration and the final offer to the arbitrator by the employer in such proceedings is higher for any of the affected years of this contract, the employees of the unit represented by the PBA shall receive additional increases equivalent to the percentages of the said final offer. However, if the final offer of the employer does not exceed the aforesaid percentages for the years 1980, 1981 and 1982 but the impasse arbitrator determines that the MEA unit should receive more than the aforesaid percentages herein granted to the employees of the unit represented by the PBA for any of the said years, then the employer shall not be required to increase the annual percentage increases as set forth above herein granted to the employees of the unit represented by the PBA. Nothing in this Article shall be construed to cause a reduction in wages or other fiscal benefits granted to the employees of the unit represented by the PBA as provided for in this Agreement.

ARTICLE XXVI

DURATION

This Agreement shall be in full force and effect as of January 1, 1980, and shall be in effect to and including December 31, 1982.

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

Witnessed:

William Chambers

Town of Morristown

Donald Cresitello

Donald Cresitello, Mayor

Witnessed:

John J. Stanton

Patrolman's Benevolent Association
Local No. 43

Robert D. [Signature]