

George Clark

A G R E E M E N T

Between

TOWNSHIP OF PARSIPPANY-TROY HILLS

MORRIS COUNTY, NEW JERSEY

and

SUPERIOR OFFICERS ASSOCIATION

(S . O . A .)

JANUARY 1, 1977 through DECEMBER 31, 1978

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PREAMBLE

This AGREEMENT, entered into this day of
 , 1977 by and between the TOWNSHIP OF PARSIPPANY-TROY
HILLS, County of Morris and State of New Jersey, (Hereinafter
referred to as the "Township"), SUPERIOR OFFICERS ASSOCIATION,
(S.O.A.), (Hereinafter referred to as the "Association"),
represents the complete and final understanding on all bar-
gainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township of Parsippany-Troy Hills, Morris County,
New Jersey, hereby recognizes the Superior Officers Association
(S.O.A.) as the sole and exclusive collective negotiation
bargaining agent for all superior officers employed by the
Parsippany-Troy Hills Police Department, excluding the Chief
and Patrolmen, clerical and craft employees and other employees.

MANAGEMENT RIGHTS

B. 1. The Township of Parsippany-Troy Hills hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

a. The executive management and administrative control of the Township Government and its properties and facilities, the activities of its employees;

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

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

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

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

ARTICLE II

EMPLOYEES RIGHTS

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

B. The employees will have the right to take a grievance on any issue arising over the terms of this agreement, or his promotion.

C. The following shall apply in the conducting of Association business:

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

2. The Township shall permit time off, if necessary for the Superior Officer delegate, two (2) alternate delegates, and the President of the Superior Officers Association or his authorized representative, without loss of regular straight time pay, to attend State and National Conventions of the Association. Proof of their attendance shall be furnished if requested.

ARTICLE II continued:

3. The Township shall pay up to \$150.00 expense money to each of the individuals indicated in paragraph 2. above for attendance at the State and National Association Conventions, provided appropriate vouchers are submitted.

4. Provided there is no interference with the operations of the Police Department, and further provided that advance permission has been granted by the Police Chief, the President of the Superiors Officers Association may be permitted to leave his post in order to conduct business of the Superior Officers Association.

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

6. The management of the Township of Parsippany-Troy Hills shall keep the Superior Officers advised from the beginning of all suggested rule changes or those under consideration. The issuance and involvement of new rules and regulations is integral.

7. The Township agrees to provide 8 working days notice to the Superior Officers involved prior to a shift change or a lateral transfer.

8. Any Superior Officer working in the capacity of higher rank for 60 calendar days shall receive pay at the next highest rank, and said pay to be retroactive to the first day of the temporary position. This condition is exclusive of vacation time.

ARTICLE III

SALARIES

It is agreed between the Township and the Superior Officers Association that the Sergeants, Lieutenants, and Captains shall each receive a \$1,000.00 raise over and above the 1976 salaries, which will make the salaries for Sergeants for the calendar year 1977, \$17,599.00; the salaries for Lieutenants for the calendar year 1977, \$19,383.00; and the salaries for Captains for the calendar year 1977, \$21,164.00.

Initially the Township was desirous of limiting the salary increase for the Superior Officers to 5% for the year 1977, but the Superior Officers elected that each rank would receive a flat increase of \$1,000.00, which proposal is satisfactory to the Township, inasmuch as the annual increase between the three ranks is approximately 5.5%. It is further understood that the Superior Officers shall receive a 6% salary increase for the calendar year 1978 which salary shall be for Sergeants \$18,655.00, Lieutenants \$20,546.00 and Captains \$22,434.00.

ARTICLE IV

HOURS AND OVERTIME

A. The present work week consists of 36.4 hours per week, inclusive of a paid thirty (30) minute per day on-call lunch period, for which the salaries in Article III are paid as compensation.

B. Any work in excess of the normally scheduled work day will be paid at time and one-half, in monetary compensation, at the earliest practicable time by the Township. The hourly wage of all members to be defined as salary shown in Article III,

plus longevity, divided by annual hours worked (1,893).

C. All County, Grand Jury, Juvenile, Criminal and Municipal Court appearances shall be compensated at time and one-half by voucher, at an hourly rate from the time the Officer leaves Police Headquarters until the time he returns to Police Headquarters, excluding the Commander of the Detective division.

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

1. Up to the first 16 minutes of authorized overtime - no pay.
2. Sixteen (16) through thirty (30) minutes - thirty (30) minutes pay.
3. Thirty-one (31) through forty-five (45) minutes - 45 minutes pay.
4. Forty-six (46) through sixty (60) minutes - 1 hour pay.
5. Thereafter, overtime shall be paid in fifteen (15) minute segments.
6. Any Superior who is called in to work from his home shall be compensated hour for hour as worked, with the option of working a minimum of 4 hours, and shall be compensated at the rate of time and one-half.
7. If the entire department is called in to work, for any reason, all members reporting in shall be guaranteed a minimum of two (2) hours overtime, paid at the rate of time and one-half.
8. Any officer attending a Police in Service Training School on his days off, will be guaranteed equal time off, at the shift commander's discretion.

ARTICLE V

HOLIDAYS

A. The following holidays shall be allowed:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. The Township will make a full and complete monetary compensation payment for the twelve (12) holidays outlined no later than the second Friday after Thanksgiving Day, of each year in which those days were compensable. This is in accord with the prior practice of the Township with the exception that the date of said payment has been amended.

C. Personal Day - The Township agrees to give each Superior Officer one (1) personal day for each calendar year for the performance of his personal obligations that cannot reasonably be performed on his time off. Personal days for 1977 and 1978 are to be taken in each calendar year.

D. In addition to the holidays enumerated above, employees covered under this Agreement shall receive any other holiday granted to other employees of the Township.

ARTICLE VI

EDUCATIONAL BENEFITS

A. The Township agrees to pay 100% of all tuition and books for Superior Officers enrolled at a recognized institution of higher education offering a program leading to an Associate,

ARTICLE VI continued:

Bachelor's, or Higher Degree in Police Science, provided that the individual has successfully completed the course or courses. In the event a Superior Officer fails to achieve a passing grade, receives an incomplete grade or drops out of a course or courses, he shall promptly reimburse the Township for the costs of the aforementioned tuition and books.

B. Any officer attaining a higher degree than a Bachelor's degree will agree to work beyond his degree date for a minimum of 2 years. In the event said officer leaves his Township employment within 2 years of his degree date, he will agree to reimburse the Township for its expenditure made toward said higher degree.

ARTICLE VII

EXPENSES

A. The Township of Parsippany-Troy Hills shall reimburse all Superior Officers for reasonable expenses incurred during the performance of their police duties subject to approval of the voucher by the Chief of Police.

B. The expense account for detectives will be \$500.00. Said money shall be used for police purposes at the discretion of the detective.

C. Superior Officers will be compensated at eighteen (18) cents per mile for transportation on Police business where they utilize their own vehicles.

D. For in-service training, the following expenses will be paid:

1. In County -- \$5.00 per day.
2. Out of County -- \$10.00 per day.
3. Out of State -- travel, room and meals, plus

\$15.00 per day.

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

ARTICLE VIII

INSURANCE

A. The Township shall provide a Health and Hospitalization program mutually agreed to by both parties.

B. The Township assumes the responsibility of helping the Superior Officer to complete the forms for Blue Cross-Blue Shield applications properly.

C. The present life insurance program shall be increased to fifteen thousand (\$15,000.00) dollars as soon as such coverage can be written by the insurance carrier. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar benefits are provided.

D. The Township shall continue to carry inforce all false arrest insurance which now provides coverage in the amount of \$300,000.00.

E. The Township shall provide a complete and thorough Dental Health Program in accordance with a proposal presented by Grinspec, Inc. dated May 1977 as set forth in the written proposal in Exhibit A, which is known as Contract Document A. It is understood that the Dental Health Program shall become effective on December 31, 1977, and that the benefits afforded to the Superior Officers Association shall be the benefits as

ARTICLE VIII Continued:

set forth in Schedule B, which is affixed to this contract.

ARTICLE IX

SICK LEAVE

A. All employees covered under this Agreement are entitled to fifteen (15) days sick leave per year with unlimited accumulation.

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

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

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

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

F. In case of death in the immediate family, reasonable proof shall be required.

G. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE X

BEREAVEMENT LEAVE

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

It is understood that a Superior Officer's normal off-duty days will be included in any bereavement leave.

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

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

ARTICLE XI

MARRIAGE LEAVE

A. Employees shall be granted up to six (6) days off without loss of regular straight time pay for the purpose of getting married.

ARTICLE XII

VACATIONS

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

1. One (1) day per month the first year of employ-

ARTICLE XII continued:

ment up to a maximum of twelve (12) days.

2. From one (1) through and including ten (10) years of service - twelve (12) working days.

3. From eleven (11) years of service through fifteen (15) years of service - fifteen (15) working days vacation.

4. From each year after fifteen (15) years - an additional day for each year of service to a maximum of twenty (20).

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

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

D. Vacations earned by employees covered by this Agreement in the current calendar year are to be taken in the following calendar year.

E. Vacation time earned by employees covered by this Agreement may be accrued for a maximum of two (2) years.

ARTICLE XIII

LONGEVITY

A. The following longevity percentages shall be applied to the base salary for Superior Officers paid annually under this Agreement:

After 3 and through 5 years	-	2%
After 5 and through 9 years	-	4%
After 9 and through 12 years	-	6%
After 12 and through 15 years	-	8%
After 15 years or over	-	10%

12.

ARTICLE XIV

CLOTHING ALLOWANCE

A. Superior Officers shall be granted a \$360.00 annual clothing allowance.

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

ARTICLE XV

RETIREMENT BENEFITS

A. The existing State of New Jersey Pension Plan shall be continued in accordance with State Statute.

B. The Township agrees to pay the following to all employees under this Agreement:

1. Sick pay allowance paid at the ratio of one (1) day's pay for each three (3) unused remaining sick days calculated at the employee's daily rate of pay at time of retirement; and which retirement benefit ^{shall be} ~~may~~ payable in a lump sum.
JFM

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement, including disciplinary action by management, and to resolve grievances as soon as possible, so as to secure

efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

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

B. Definition.

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

C. Steps of the Grievance Procedure

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

Step 1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) days of the act

being grieved, and an earnest effort shall be made to settle the grievance informally. Failure to act within the said fifteen (15) days shall be considered an abandonment and waiver of the grievance. The immediate superior shall render a decision within five (5) days after receipt of the formal grievance.

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

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

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

(a) An arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

(b) However, no arbitration hearing shall be held sooner than thirty (30) days after the final decision of the Mayor. In the event the aggrieved elects to pursue Civil Service procedure,

the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the Township elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing shall be canceled and the matter withdrawn from arbitration and the Township shall pay whatever costs may have been incurred in processing the case to arbitration.

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

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

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

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

ARTICLE XVII

NO-STRIKE PLEDGE

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

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

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

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

ARTICLE XVIII

MISCELLANEOUS

A. The Township shall institute and maintain a program whereby employees covered by this Agreement may subscribe to purchase United States Savings Bonds. Participation in the program shall not be obligatory.

B. The parties to this Agreement recognize the Award of Arbitrator

In the Matter of the Arbitration between Parsippany-Troy Hills P.B.A. Local 131 and S.O.A., and Parsippany-Troy Hills Township,
Case Number: 1839 0453 75D.

C. The Township shall provide an Organizational Chart which shall show the allocation of manpower in all positions.

ARTICLE XIX

SEPARABILITY AND SAVING

A. In the event that any provision of this Agreement shall at any time be declared invalid by legislative action or any Court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XX

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XXI

RETROACTIVE INCLUSIONS AND EXCLUSIONS

A. The aforementioned salaries for the year 1977 shall be paid retroactively from January 1, 1977.

B. The hours and overtime provisions specified in Article IV shall be retroactive only from January 1, 1977, and shall be paid in monetary compensation. Hours and overtime accrued from January 1, 1977, through December 31, 1978 shall be compensated by the granting of compensatory time as provided in Article IV.

ARTICLE XXII

DEPARTMENTAL MEETINGS

The Superior Officers agree to attend a maximum of four (4) departmental meetings per year with the Chief of Police, as called by said Chief of Police, without compensation or overtime pay.

ARTICLE XXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1977, and shall remain in full force and effect to and including December 31, 1978 without any reopening date. Negotiations may be commenced by either party giving notice in writing to the other, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Parsippany-Troy Hills, New Jersey, on this 2nd day of June, 1977.

SUPERIOR OFFICERS ASSOCIATION

TOWNSHIP OF PARSIPPANY-TROY HILLS

MORRIS COUNTY, NEW JERSEY

By: [Signature]

By: [Signature]

Witness: [Signature]

Witness: [Signature]

Plan # 1 JRF
DENTAL EXPENSE BENEFITS
 (WITH THE ADDITION OF PREVENTIVE CLASS 1 SERVICES) AT 100%
 Reasonable and Customary Approach

DEDUCTIBLE AMOUNT - \$ 25.

PREVENTIVE
(Class I Services)

100 %

Diagnostic:
 Oral Exams
 Radiographs
 Tests and Lab Exams
 Emergency Treatment

Preventive:
 Prophylaxis
 Fluoride Treatments
 Space Maintainers

BASIC
(Class II Services)

50 %

Anesthesia
 Restorative (Basic)
 Amalgam
 Silicate
 Acrylic
 Endodontics
 Periodontics
 Prosthodontics:
 Maintenance
 Oral Surgery

50 % Copayment

MAJOR
(Class III Services)

50 %

Restorative (Major)
 Gold Foil
 Gold Inlays
 Porcelain
 Crowns
 Prosthodontics:
 Installations

50 % Copayment

ORTHODONTIA
(Class IV Services)

50 %

50 % Copayment

Calendar Year Maximum Amount - \$1,000

Lifetime Maximum Amount \$ 500.