

AGREEMENT

Between

TOWNSHIP OF PARSIPPANY-TROY HILLS
MORRIS COUNTY, NEW JERSEY

and

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



JANUARY 1, 2014 - DECEMBER 31, 2017

TABLE OF CONTENTS

PREAMBLE	-1-
ARTICLE I	-1-
RECOGNITION	
ARTICLE II	-1-
EMPLOYEE'S RIGHTS	
ARTICLE III	-6-
MANAGEMENT RIGHTS	
ARTICLE IV	-7-
BASE SALARIES	
ARTICLE V	-13-
HOURS AND OVERTIME	
ARTICLE VI	-16-
HOLIDAYS AND PERSONAL DAYS	
ARTICLE VII	-17-
EDUCATIONAL BENEFITS	
ARTICLE VIII	-19-
EXPENSES	
ARTICLE IX	-20-
INSURANCE	

ARTICLE X	-23-
SICK LEAVE	
ARTICLE XI	-25-
BEREAVEMENT LEAVE	
ARTICLE XII	-25-
CHILD BIRTH LEAVE	
ARTICLE XIII	-25-
VACATIONS	
ARTICLE XIV	-27-
LONGEVITY	
ARTICLE XV	-28-
UNIFORMS	
ARTICLE XVI	-28-
RETIREMENT BENEFITS	
ARTICLE XVII	-32-
GRIEVANCE PROCEDURE	
ARTICLE XVIII	-34-
NO-STRIKE PLEDGE	
ARTICLE XIX	-35-
MISCELLANEOUS	

ARTICLE XX-36-
DUES DEDUCTION	
ARTICLE XXI-37-
JOB RELATED INJURIES	
ARTICLE XXII-38-
SEPARABILITY AND SAVINGS	
ARTICLE XXIII-39-
SICK LEAVE AND VACATION BANK	
ARTICLE XXIV-39-
FULLY BARGAINED PROVISIONS	
ARTICLE XXV-39-
RETROACTIVE INCLUSIONS AND EXCLUSIONS	
ARTICLE XXVI.....-40-	
TERM AND RENEWAL	
ATTACHMENT A	
LETTER OF UNDERSTANDING	
ATTACHMENT B	
SICK LEAVE BANK SPREADSHEET	
RIDER	
SCHOOL RESOURCE OFFICERS	

PREAMBLE

THIS AGREEMENT entered into this 23 of June, 2015 by and between the **Township of Parsippany-Troy Hills**, County of Morris, State of New Jersey (hereinafter referred to as the "Township"), and **P.B.A. Local #131 (Patrolman)**, (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

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

ARTICLE II

EMPLOYEE'S RIGHTS

- A. The employees in the employee unit will have all rights granted under this Agreement.
- B. The employees will have the right to grieve any issue arising under the terms of this Agreement, including their promotion.
- C. The following shall apply to the conducting of Association Business:
 - 1. The Township shall permit members of the Association Grievance Committee, consisting of the President of the Association or his designated representative and two (2) committee members to conduct business of the committee during duty hours, if necessary, and they shall suffer no loss of pay. Such business consists of conferring with Patrolman and Township

officials on specific grievances under the Grievance Procedure. The foregoing business may be conducted provided there is no interference in the operation of the Police Department as determined by the shift commanders.

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

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

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

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

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

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

8. The Township will permit two representatives of the Association to participate in any awards committee that may be formed by the Department. Subject to the manpower needs of the Department, the President and one representative will participate in any awards presentation. Such participation shall be without pay unless such activities take place during the normal work shift of the individuals involved.

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

1. The Township will develop and maintain a S.O.P. on lateral transfer assignments and shall consider the manpower needs of the Department, merit seniority, education, and job knowledge in making such assignments. Whenever possible, the Township shall provide thirty

(30) days advance written notice when a transfer or position will be available and shall allow members to indicate their interest in being considered for such assignments.

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

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

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

G. Upon request, a member shall be entitled to the presence of an Association representative at any investigatory interview which the member reasonably believes will result in a disciplinary action against him. Advance notice, where possible, will be given to the member or the Association except in those circumstances where the Township believes that such advance notice may have an adverse impact upon the investigation.

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

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

GT
aws

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

I. Attendance at Funeral of Fallen Officer

In the event one or more law enforcement officers from another jurisdiction in the metropolitan area are killed in the line of duty, the Township will continue to honor the practice of permitting two Parsippany officers to attend related ceremonies during their regular work hours, so long as no overtime is generated by said attendance.

PARSIPPANY-TROY HILLS POLICEMEN'S BILL OF RIGHTS

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

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

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

3. The member of the force will be informed of the nature of the investigation before an interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he will be so informed, as appropriate.

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

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

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

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

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

ARTICLE III

MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE IV

BASE SALARIES

SALARY GUIDE – 2010-2013

The salary guides for patrol officers hired before January 1, 1995 shall be as follows for the years 2010 through 2013:

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Patrolmen	(2.5%) 92,584	(2.5%) 94,899	(2.5%) 97,271	(2.5%) 99,703

The salaries of Patrolmen hired on or after January 1, 1995 shall be as follow for the years 2010 through 2013:

	<u>2010</u> (2.5%)	<u>2011</u> (2.5%)	<u>2012</u> (2.5%)	<u>2013</u> (2.5%)
Probationary (6 months from date of hire)	32,454	33,265	34,097	34,949
First year after end of probationary period	49,670	50,912	52,185	53,490
Second year after end of probationary period	56,635	58,051	59,503	60,990
Third year after end of probationary period	63,597	65,187	66,817	68,487
Fourth year after end of probationary period	70,563	72,327	74,135	75,989
Fifth year after end of probationary period	77,526	79,464	81,451	83,487
Sixth year after end of probationary period	84,490	86,602	88,767	90,986
Seventh year after end of probationary period	91,455	93,741	96,084	98,487

The salaries of Patrolmen hired on or after July 1, 2007 shall be as follow for the years 2010 through 2013:

	<u>2010</u> (2.5%)	<u>2011</u> (2.5%)	<u>2012</u> (2.5%)	<u>2013</u> (2.5%)
Probationary (6 months from date of hire)	32,454	33,265	34,097	34,949
First year after end of probationary period	39,828	40,824	41,845	42,891
Second year after end of probationary period	47,202	48,382	49,592	50,832
Third year after end of probationary period	54,577	55,942	57,340	58,774

*OT
aw*

Fourth year after end of probationary period	61,952	63,501	65,088	66,716
Fifth year after end of probationary period	69,327	71,060	72,837	74,657
Sixth year after end of probationary period	76,701	78,618	80,584	82,598
Seventh year after end of probationary period	84,076	86,178	88,332	90,540
Eighth year after end of probationary period	91,455	93,741	96,084	98,487

The salary guides for patrol officers for 2014, 2015, 2016, and 2017 shall be as set forth below, and shall be applied as described in this Article.

SALARY GUIDE – 2014-2017

Hired prior to January 1, 1995:

	2013	2014 (2%)	2015 (2%)	2016 (2%)	2017 (2%)
Patrolmen	99,703	101,697	103,731	105,806	107,922

Hired on or after January 1, 1995 but prior to July 1, 2007:

	2013	2014 (2%)	2015 (2%)	2016 (2%)	2017 (2%)
Probationary (6 months from date of hire)	34,949	35,648	36,361	37,088	37,830
First year after end of probationary period	53,490	54,560	55,561	56,764	57,899
Second year after end of probationary period	60,990	62,210	63,454	64,723	66,018
Third year after end of probationary period	68,487	69,857	71,254	72,679	74,133
Fourth year after end of probationary period	75,989	77,509	79,059	80,640	82,253
Fifth year after end of probationary period					

*AT
all*

	83,487	85,157	86,860	88,597	90,369
Sixth year after end of probationary period	90,986	92,806	94,662	96,555	98,486
Seventh year after end of probationary period	98,487	100,457	102,466	104,515	106,605

Hired on or after January 1, 2007:

	2013	2014 (2%)	2015 (2%)	2016 (2%)	2017 (2%)
Probationary (6 months from date of hire)	34,949	35,648	36,361	37,088	37,830
First year after end of probationary period	42,891	43,749	44,624	45,516	46,427
Second year after end of probationary period	50,832	51,849	52,886	53,943	55,022
Third year after end of probationary period	58,774	59,949	61,148	62,371	63,619
Fourth year after end of probationary period	66,716	68,050	69,411	70,800	72,216
Fifth year after end of probationary period	74,657	76,150	77,673	79,227	80,811
Sixth year after end of probationary period	82,598	84,250	85,935	87,654	89,407
Seventh year after end of probationary period	90,540	92,351	94,198	96,082	98,003
Eighth year after end of probationary period	98,487	100,457	102,466	104,515	106,605

A. Officers who have already reached the top step on the salary guide before January 1, 2014, shall be paid at the top step rate for each corresponding year of the 2014-2017 contract, commencing on January 1st of each year through 2017:

B. Officers who are still moving up the salary steps and have not reached the top step on the salary guide before January 1, 2014 shall be paid pursuant to the provisions set forth below for each year of the 2014-2017 contract.

i. During 2014, officers not yet at top step shall move up one step on their step

BT
AMS

anniversary date, but shall remain on the 2013 salary guide and shall be paid at the rate set forth on the 2013 salary guide for their new step. Officers on step shall not receive any across-the-board increase in 2014.

Any officer reaching top step on their step anniversary date during 2014, shall be paid at the rate for top step on the 2013 salary guide, as set forth in the parties' January 1, 2010, through December 31, 2013, collective negotiations agreement, for the remainder of 2014. Commencing on January 1, 2015, officers who reached the top step of the salary guide during 2014, shall be moved to the top step rate as follows:

- January 1, 2015 - the 2014 salary guide top step rate;
- January 1, 2016 - the 2015 salary guide top step rate;
- January 1, 2017 - the 2016 salary guide top step rate; and
- December 31, 2017 – the 2017 salary guide top step rate.

ii. During 2015, officers not yet at top step shall move up one step on their step anniversary date, and shall be paid at the rate set forth on the 2014 salary guide for their new step; that is, they shall lag one year behind on their across-the-board increases.

Any officer reaching top step on their step anniversary date during 2015, shall be paid at the rate for top step on the 2014 salary guide for the remainder of 2015. Commencing on January 1, 2016, officers who reached the top step of the salary guide during 2015, shall be moved to the top step rate as follows:

- January 1, 2016 - the 2015 salary guide top step rate
- January 1, 2017 - the 2016 salary guide top step rate; and
- December 31, 2017 – the 2017 salary guide top step rate.

iii. During 2016, officers not yet at top step shall move up one step on their step

at
and

anniversary date, and shall be paid at the rate set forth on the 2015 salary guide for their new step; that is, they shall lag one year behind on their across-the-board increases.

Any officer reaching top step on their step anniversary date during 2016, shall be paid at the rate for top step on the 2015 salary guide for the remainder of 2016. Commencing on January 1, 2017, officers who reached the top step of the salary guide during 2016, shall be moved to the top step rate as follows:

- January 1, 2017 - the 2016 salary guide top step rate; and
- December 31, 2017 – the 2017 salary guide top step rate.

iv. During 2017, officers not yet at top step shall move up one step on their step anniversary date, and shall be paid at the rate set forth on the 2016 salary guide for their new step. These officers shall then be moved to the same step on the 2017 salary guide on December 31, 2017.

Any officer reaching top step on their step anniversary date during 2017, shall be paid at the rate for top step on the 2016 salary guide for the remainder of 2017, and shall then be moved to the top step on the 2017 salary guide on December 31, 2017.

Pay Chart

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

*OT
all*

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

D. Each Patrolman on his anniversary date will step to his new position under this guide. In the event no successor Agreement has been executed following the term of this Agreement, employees still moving through the salary guide will continue to receive their salary increments pursuant to the 2017 salary guide on their future anniversary dates until a successor Agreement has been executed. This stipulation shall be to the end of the term of the succeeding agreement.

ARTICLE V

HOURS AND OVERTIME

A. The present workweek consists of an average of 36.4 hours per week, inclusive of a paid thirty (30) minute on-call lunch period, for which the salaries in Article IV are paid as compensation. During the term of this Agreement, the existing fixed shift work schedule (the "4 and 4") for Patrolmen assigned to the Patrol Division shall be continued, subject to the Township's rights of management, which include, without limitation, changing shift start and end hours and assignment and transfer of personnel, provided that the fixed shift paradigm of the "4 and 4" shall be maintained. Notwithstanding the foregoing, the terms of the Letter of Understanding between the Township, the PBA, and PBA Local No. 131A (Superiors), attached hereto as Attachment A, are deemed to be incorporated into this Section.

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

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

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

1. Up to the first sixteen (16) minutes of authorized overtime.....no pay.
2. Sixteen (16) through thirty (30) minutes.....thirty (30) minutes pay.
3. Thirty-one (31) through forty-five (45) minutes.....forty-five (45) minutes pay.
4. Forty-six (46) through sixty (60) minutes..... sixty (60) minutes pay.
5. Thereafter, overtime shall be paid in fifteen (15) minute segments.

6. Any Patrolman who is called in to work from his home, shall be guaranteed a minimum of four (4) hours overtime and be paid at the rate of time and one-half, unless it is in conjunction with his regularly scheduled work hours. The shift commander can hold a Patrolman for the entire four (4) hours for any designated police work. Detectives shall be compensated for an additional four (4) hours of compensatory time for each weekend they are assigned to be on call, irrespective of whether they are called in. This compensatory time will be utilized within two years of the date on which it is earned or else it will be lost. If Detectives are called in from home at any time, including the weekends they are on call, they shall be guaranteed a minimum of four (4) hours overtime and be paid at time and one-half.

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

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



9. Any officer attending training on off-duty time shall be compensated with equal time off. If the training consists of less than one full day, the officer shall be compensated at the rate of time and one-half (1½) in compensatory time, up to the accrual of one day. No partial day's training may exceed one full day of compensatory time.

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

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

G. Field Training Officers

Effective January 1, 2015 any officer assigned as a Field Training Officer shall be compensated with two compensatory days for use in the following calendar year or the next-following calendar year. In order to receive this benefit, the officer must be assigned to a new officer/transferee for primary and/or secondary FTO training, as those terms are defined in the Parsippany Police Department Field Training Program Standard Operating Procedure currently in effect, and complete said training. The compensatory time must be utilized within two years of the date on which it is earned or else it will be lost.

H. Student Resource Officers

Commencing September 2015, Officers assigned to work as School Resource Officers ("SROs") shall work each scheduled school day consistent with the School Calendar, inclusive of a thirty (30) minute on-call paid lunch period each day worked during the school year. SROs will not be required to work during school holidays, breaks and emergency closings. The SROs shall work the regular Detective Bureau/Patrol Schedule during summer break. Nothing in this section

is intended to alter the calculation of an SROs hourly rate for any overtime worked, which shall continue to be calculated pursuant to Section B of this Article.

ARTICLE VI

HOLIDAYS AND PERSONAL DAYS

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

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

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

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

ARTICLE VII

EDUCATIONAL BENEFITS

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

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

C. Technical Training Program:

1. Department officers successfully completing technical police training programs, examples of which follow and approved by the Chief of Police, shall be eligible for additional

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

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

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

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

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

6. The patrolman shall be guaranteed a minimum of 24 technical training credit hours during the course of each calendar year. Schools to be selected and paid for by the Township. It is understood that the additional training hours are to be taught in-house, utilizing existing personnel as instructors and shall concentrate on basic subjects that need attention or refreshing.

dt
aw

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

ARTICLE IX

INSURANCE

A.1. The Township shall continue to provide enrollment in the hospitalization, medical benefits, major medical coverage, eye care, and prescription plan as currently provided in the Township's plans in existence. All police officers currently enrolled in the Township's "Traditional" Health Care Plan, as of July 1, 2007 shall be "grandfathered" in this plan. However, if any of these 'grandfathered' employees elect to enroll in the Direct Access Plan or any other health care plan offered by the Township, such employees will no longer be eligible to enroll in the Traditional Plan. Effective July 1, 2007, all other employees not currently enrolled in the Traditional Plan and all new hires will no longer be eligible to enroll in the Traditional Plan. Co-payment for brand-name prescription drugs (retail and mail-order) shall be \$10.00 effective upon ratification of this agreement. There shall be no co-payment for retail and mail-order generic drugs. The dental insurance program shall be maintained, except that the one thousand (\$1,000.00) dollar annual cap on certain dental procedures shall be increased to one thousand five hundred (\$1,500.00) dollars effective in 2002. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar benefits are provided. The Township agrees to maintain the outpatient mental and functional nervous disorder coverage to an upper limit of five thousand (\$5,000.00) dollars for employees and family.

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

A.2. Any member enrolled in the Traditional Health Care Plan as of July 1, 2010, may continue to keep this health care plan while actively employed. Upon retirement said member will be enrolled in the Cigna Open Access Plus Insurance Program, or its equivalent. Any member, enrolled in the Traditional Health Care Plan, retiring on or before December 31, 2010, shall have the option to keep the Traditional Health Care Plan into retirement.

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

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

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

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



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

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

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

I. If an employee dies during the course of his employment with the Township, the Township agrees to continue for the benefit of the employee's spouse and children all medical coverage listed in Paragraph A, Article 9, afforded members of the Association. In accordance with the Federal Affordable Care Act, the Township is required to provide Health and Rx coverage until a dependent turns 26 (end of the month) whether or not they are a full-time student, or until they reach the maximum age of coverage required by applicable controlling law, whichever is lower. Dental and Vision coverage will terminate at the end of the year they turn 19. If they are a full-time student, coverage continues until the end of the year the dependent turns 23.

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

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

L. Effective January 1, 2014, employees of this bargaining unit shall contribute to the cost of their health insurance coverage consistent with the requirements of P.L. 2010, Chapter 2, and P.L. 2011, Chapter 78, whichever is greater, subject, however, to the following modification: Unit employees employed by the Township as of December 31, 2013, shall contribute to the cost of their health insurance coverage at the "Tier 2 – Second Year" level of contribution described in

Section 42 of P.L. 2011, Chapter 78, effective January 1, 2014, and continuing until December 31, 2015. Effective January 1, 2016, unit employees employed by the Township as of December 31, 2013, shall contribute to the cost of their health insurance coverage at the "Tier 3 – Third Year" level of contribution, and effective January 1, 2017, unit employees employed by the Township as of December 31, 2013, shall contribute to the cost of their health insurance coverage at the "Tier 4 – Fourth Year" level of contribution. As required by P.L. 2011, Chapter 78, officers who begin or return to employment on or after January 1, 2014, shall contribute to the cost of their health insurance coverage at the "Tier 4 – Fourth Year" level of contribution immediately upon hire.

ARTICLE X

SICK LEAVE

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

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

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

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

COT
WAH

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

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

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

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

I. Maternity Leave for Female Employees

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

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

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

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

Handwritten initials: dt, AW

ARTICLE XI

BEREAVEMENT LEAVE

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

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

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

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

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

ARTICLE XII

CHILD BIRTH LEAVE

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

ARTICLE XIII

VACATIONS

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

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

AT
GWS

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

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

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

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

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

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

D. The parties acknowledge that under a prior contract, vacation time earned by employees covered by this Agreement could be accrued without limit through December 31, 1999. Effective as of January 1, 2000 and continuing during the term of this Agreement, unused vacation may be carried forward not more than two (2) years from the year in which earned, so that, for example, vacation earned through service in 2000 must be taken no later than in the year 2002, 2001 time must be taken no later than the year 2003, and so on.

E. For unit employees hired on or after January 1, 2014, notwithstanding any other contract language or practice to the contrary, shall not at any time carry or accrue more than a total of two

years' worth of vacation time, consisting of the current year's allotment and not more than one additional year's allotment.

ARTICLE XIV

LONGEVITY

A. The following longevity percentages shall be applied to the base salary for Patrolmen paid annually under this Agreement for 2014 and 2015:

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

B. Effective January 1, 2016, the following longevity shall be applied to the base salaries for Patrolmen paid annually under this Agreement.

Employees employed prior to January 1, 2014:

After three (3) years through five (5) years	\$1,500
After five (5) years through nine (9) years	\$4,000
After nine (9) years through twelve (12) years	\$7,000
After twelve (12) years through fifteen (15) years	\$9,000
After Fifteen years and over	\$11,000

Employees employed on or after January 1, 2014:

Five (5) years	\$1,500
After eight (8) years through twelve (12) years	\$4,000
After twelve (12) years to fifteen (15) years	\$6,000
At Fifteen (15) years and over	\$8,000

*at
CW*

C. For unit employees hired on or after January 1, 2014, notwithstanding any other contract language or practice to the contrary, the maximum permissible amount of longevity that can be earned in any contract year will be capped at \$8,000.

ARTICLE XV

UNIFORMS

A. Any major uniform change or equipment change shall be paid for by the Township. In 2011, the Township shall supply each member with a Class C uniform. A full set of Class C uniform shall consist of one (1) hat, two (2) long sleeve shirts, two (2) short sleeve shirts and two (2) pairs of pants.

ARTICLE XVI

RETIREMENT BENEFITS

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

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

1. Where employment is terminated due to terminal illness, permanent job related disability or death, the employee shall receive pay of one (1) day's base salary and longevity,

BT
AW

technical, college and holidays for each one (1) day of accumulated unused sick leave. Upon death, payment shall be made to the beneficiary or the estate, as appropriate.

C. The Township will provide for continuance of hospitalization, medical, major medical, health, surgical, dental, eye care, prescription (\$2.00 co-pay for all prescriptions for patrolmen who retired prior to July 1, 2007 and \$10.00 co-pay for brand name prescriptions for retirees effective July 1, 2007), life and accident insurance upon the employee's retirement. The Township will assume all costs of such coverage after retirement for the employees who have retired after they have qualified for official retirement as stipulated by the State Administered Pension System, for the lifetime of the employee and the employee's spouse. In accordance with the Federal Affordable Care Act, the Township is required to provide Health and Rx coverage until a dependent turns 26 (end of the month) whether or not they are a full-time student, or until they reach the maximum age of coverage required by applicable controlling law, whichever is lower. Dental and Vision coverage will terminate at the end of the year they turn 19. If they are a full-time student, coverage continues until the end of the year the dependent turns 23. After the retired employee's death, his/her spouse shall continue to be afforded the above benefits throughout his/her lifetime, or until spouse remarries. The employee's children shall continue to be insured as stipulated above. Active employees enrolled in the Traditional Health Care Plan may keep said coverage while actively employed; however, upon retirement said member shall be enrolled in the Cigna Open Access Plus Plan, or its equivalent. Any member enrolled in the Traditional Health Care Plan, retiring on or before December 31, 2010, shall have the option to keep the Traditional Health Care Plan into retirement.

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

E. TERMINAL LEAVE:

1. The Township agrees that, prior to retiring, an employee may use any accumulated personal days and vacation days (in that order), on a one (1) for one (1) basis as Terminal Leave. Accumulated sick days shall be compensated upon retirement at the rate of two (2) days for every three (3) days of accumulated time, whether the retiree elects to receive them in cash or in terminal leave, but not to exceed two hundred (200) days of such compensation. Notwithstanding the foregoing, officers who have accumulated more than three-hundred (300) days of sick leave as of July 20, 1999 will be grandfathered at such higher number, subject, however, to reduction due to subsequent use of such sick days. It is further agreed that the amount of these accumulated days used as terminal leave shall be taken in such a way as to make the employee's actual date of retirement commence on or after that date which the employee qualifies for official retirement as is stipulated by the New Jersey Police and Firemen's Pension System. For unit employees hired on or after January 1, 2014, notwithstanding any other contract language or practice to the contrary, compensation for accumulated, unused sick days upon retirement shall be limited and capped at a maximum permissible payment of \$15,000.00.

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

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

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

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

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

7. Any monies due for accumulated days not used during terminal leave will be paid for in either a lump sum or in installments, depending on the amount. The total of Terminal Leave salary payments and payment of or toward the lump sum due in the year the Terminal Leave ends will not exceed the amount of the employee's annual salary at the time of the commencement of the Terminal Leave. Any balance will be paid in equal semi-annual installments, the total of which in any year will not exceed the amount of the employee's base salary, longevity, college, technical, and holidays at the time of the commencement of the Terminal Leave. The first semi-annual installment will be paid on or before January 31, and the second on or before July 31.

8. Any employee who retires but who is not eligible for or chooses not to take Terminal Leave will be paid for his or her accumulated leave days in equal semi-annual installments, if he

*at
and*

or she is owed more than his or her base salary and longevity, college, technical and holidays, with total installments in any year not to exceed his or her annual salary at the time of retirement.

The first semi-annual installment will be paid on or before January 31, and the second on or before July 31.

ARTICLE XVII

GRIEVANCE PROCEDURE

A. Purpose

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

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

B. Definition

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

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties if the grievant elects not to pursue his remedies under Title 11A, the Civil Service Act

AM
AT

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 date the employee first became aware, or reasonably should have become aware, 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) shall be considered an abandonment and waiver of the grievance. The immediate supervisor shall render a decision within five (5) days after receipt of the formal grievance.

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

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

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

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

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

CT
AM

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

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

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

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

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

ARTICLE XVIII

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, condone, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or

or
and

willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown or walkout). The Association agrees that such action would constitute a material breach of the Agreement.

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

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

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

ARTICLE XIX

MISCELLANEOUS

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

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

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

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

E. Any active member will continue, upon voluntary blood donation, to have the maximum allowed compensatory time (four (4) hours per donation) on an unlimited basis per year. Any new hire (after July 1, 2010) shall be capped at a maximum of four (4) donations per year, totaling sixteen (16) hours of compensatory time.

ARTICLE XX

DUES DEDUCTION

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

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

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

on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

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

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

F. Pursuant to *N.J.S.A. 34:13A-5.5*, the Union and the Township have reached an agreement whereby the Union shall be entitled to a representation fee in lieu of dues from all non-union employees in the bargaining unit in the amount of 85% (or such other amount established by the Union of up to 85%) of the regular membership dues, fees and assessments of the Union. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Township in reliance on the provisions of this Section.

ARTICLE XXI

JOB RELATED INJURIES

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

OT
EW

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

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

ARTICLE XXII

SICK LEAVE AND VACATION BANK PAY DOWN

There will be a sick bank pay down and vacation pay down. Notification to Administration is required by October 15 of the preceding year to participate in either of the buy down programs. Payment is based on budget availability.

Sick Bank (see attached spreadsheet)

- a. The sick bank is 2 for 3 with an 85% value at a maximum buy down of 10 days.
- b. New hires will be required to accumulate 60 sick days (4 years) of banked sick time before being eligible to participate.
- c. All participants will be required to maintain a minimum of 50 banked sick days.

Vacation Bank

- a. The vacation buy down is 1 for 1 with a 75% value with a maximum buy down of 5 days.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIV

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 XXV

RETROACTIVE INCLUSIONS AND EXCLUSIONS

A. All Retroactive Benefits shall be afforded to all employees whose employment was not terminated for cause and who were actively employed and/or who were on terminal or

AT
AW

disability leave on January 1, 2014 and therefore would have been covered by this Agreement if it had been passed and signed on this date.

ARTICLE XXVI

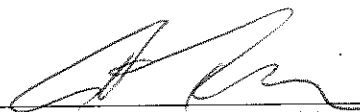
TERM AND RENEWAL

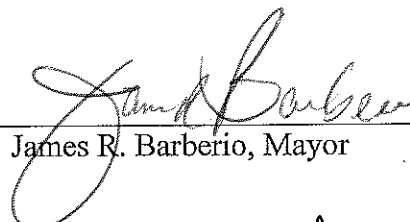
This Agreement shall be in full force and effect as of January 1, 2014 and shall remain in full force and effect to and including December 31, 2017, without any reopening date. Negotiations may be commenced by either party giving notice in writing to the other, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration of this Agreement.

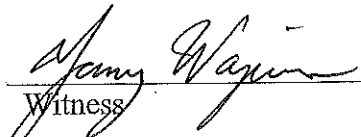
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Parsippany-Troy Hills, New Jersey on this 23 day of June, 2015.


P.B.A. LOCAL 131
(Patrolmen)

Township of Parsippany-Troy Hills,
Morris County, New Jersey


George Stimpedes, President


James R. Barberio, Mayor


Witness


Ellen M. Sandman, Business Administrator

GT
AW

Attachment A

LETTER OF UNDERSTANDING

This Letter of Understanding was reached between Parsippany PBA 131 and 131A (Superiors) (hereafter the "PBA") and the Township of Parsippany-Troy Hills (hereafter, the "Township") on the date set forth below.

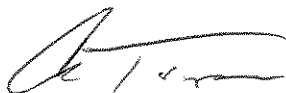
WHEREAS, the Township wishes to address concerns regarding the fixed shift paradigm of the "4 and 4"; and


WHEREAS, the PBA has agreed to listen to the Township's concerns and engage in non-binding discussions with the Township on this issue commencing in January of 2017. These discussion shall serve as preliminary talks to be commenced prior to the start of negotiations for the successor collective bargaining agreement for 2018; and

WHEREAS, the purpose of these discussions is solely to allow the Township to express their concerns regarding this single issue and shall not serve as a contract reopener or a requirement that any other negotiable issues be addressed prior to the regular commencement of negotiations for the successor collective bargaining agreement for 2018.


NOW THEREFORE, the PBA and the Township agree that on or shortly after January 1, 2017, they will commence discussions regarding the Township's concerns regarding the fixed shift paradigm of the "4 and 4." These discussions shall not constitute a contract reopener on this or any other issue in the 2014-2017 collective bargaining agreement and will serve only as non-binding talks between the parties on this issue.

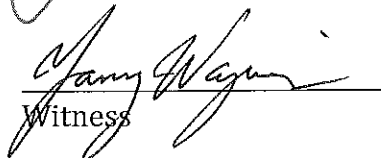
FOR THE UNION:


George S. Tsimpedes, President (PBA)


Darren Theobald, President (SOA)

FOR THE TOWNSHIP:


James R. Barberio, Mayor


Witness

AT
AW

Attachment B

Parsippany Police Payback Calculations

2 for 3

Number of Sick Days	Sick Day Payback	Return at 85%
45	29.70	25.25
55	36.3	30.86
65	42.9	36.47
75	49.5	42.08
85	56.1	47.69
95	62.7	53.30
105	69.3	58.91
110	72.6	61.71
115	75.9	64.52
120	79.2	67.32
125	82.5	70.13
130	85.8	72.93
135	89.1	75.74
140	92.4	78.54
145	95.7	81.35
150	99	84.15
200	132	112.20

AW

Rider

Agreement between the Township of Parsippany-Troy Hills and P . B . A. LOCAL # 131
(Patrolman) January 1, 2014 – December 31, 2017

Section H of Article V, Hours and Overtime shall run concurrent with the Shared Services Agreement between the Township of Parsippany-Troy Hills and Parsippany-Troy Hills Board of Education approved by Resolution 2014-156 at the September 23, 2014 Council meeting.