

Agreement
between
Township of Mendham, in the County of Morris
and
Mendham Township Police Bargaining Unit
P.B.A. LOCAL 139

JANUARY 1, 2005 through DECEMBER 31, 2007

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This Agreement made on this ____ day of December, 2004 between the TOWNSHIP OF MENDHAM, IN THE COUNTY OF MORRIS, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and the MENDHAM TOWNSHIP POLICE BARGAINING UNIT, P.B.A. Local 139 (hereinafter referred to as the "Association"), and the , parties state that:

WHEREAS, pursuant to the Employer-Employee Relations Act, Chapter 303 of the Laws of 1968, as amended, N.J.S.A. 34:13A:1, et seq., the Association did form a bargaining unit for the purpose of collective negotiations with the Township concerning salaries and other working conditions; and

WHEREAS, both the Township and the Association believe in the soundness of the principal of collective bargaining; and the Association and the Township did negotiate concerning salaries and other working conditions for a four-year period commencing on January 1, 2005 and ending on December 31, 2007; and

WHEREAS, these negotiations have resulted in an Agreement respecting salaries and the terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do mutually covenant and agree respecting salaries and other working conditions as follows:

ARTICLE I

Salaries and Probationary Employment

A. All employees covered by this Agreement who were hired prior to January 1, 1994 shall receive salaries in accordance with the following rates:

<u>Position</u>	<u>Salary</u>		
	<u>2005</u>	<u>2006</u>	<u>2007</u>
Permanent Members with Rank of Patrolman	<u>79,375</u>	<u>82,947</u>	<u>86,680</u>
Sergeants			
Upon promotion to Sergeant	<u>82,988</u>	<u>86,723</u>	<u>90,625</u>
After completion of one (1) year as Sergeant	<u>84,191</u>	<u>87,980</u>	<u>91,939</u>
After completion of two (2) years as Sergeant	<u>85,385</u>	<u>89,227</u>	<u>93,243</u>
After completion of three (3) years as Sergeant	<u>88,360</u>	<u>92,336</u>	<u>96,491</u>

B. All employees covered by this Agreement who are hired after January 1, 1994 shall receive salaries in accordance with the following rates:

<u>Position</u>	<u>Salary</u>		
	<u>2005</u>	<u>2006</u>	<u>2007</u>
Probationary Officers	<u>\$43,445</u>	<u>\$43,445</u>	<u>\$43,445</u>

<u>Position</u>	<u>Salary</u>		
	<u>2005</u>	<u>2006</u>	<u>2007</u>
Permanent Members with Rank of Patrolman			
Upon appointment as permanent member	<u>50,701</u>	<u>52,983</u>	<u>55,367</u>
After completion of two (2) years***	<u>56,436</u>	<u>58,976</u>	<u>61,630</u>
After completion of three (3) years***	<u>62,171</u>	<u>64,969</u>	<u>67,892</u>
After completion of four (4) years***	<u>67,906</u>	<u>70,961</u>	<u>74,155</u>
After completion of five (5) years***	<u>73,640</u>	<u>76,954</u>	<u>80,417</u>
After completion of six (6) years***	<u>79,375</u>	<u>82,947</u>	<u>86,680</u>
Sergeants			
Upon promotion to Sergeant	<u>82,988</u>	<u>86,723</u>	<u>90,625</u>
After completion of one (1) year as Sergeant	<u>83,881</u>	<u>87,656</u>	<u>91,600</u>
After completion of two (2) years as Sergeant	<u>84,779</u>	<u>88,594</u>	<u>92,581</u>
After completion of three (3) years as Sergeant	<u>85,673</u>	<u>89,529</u>	<u>93,557</u>
After completion of four (4) years as Sergeant	<u>86,567</u>	<u>90,463</u>	<u>94,534</u>
After completion of five (5) years as Sergeant	<u>87,464</u>	<u>91,400</u>	<u>95,513</u>
After completion of six (6) years as Sergeant	<u>88,360</u>	<u>92,336</u>	<u>96,491</u>

* Salaries rounded off to nearest dollar.

** When employing a probationary officer, the Township Committee may, in its discretion, authorize a higher salary in recognition of prior police training and/or police experience.

*** Including service as a probationary officer in the Township.

In the event than an officer should be hired during the calendar year, then such officer shall be entitled to the next scheduled increase in salary, unless the employment commences after July 1 and the specific terms of the employment provide otherwise.

C. Every new employee shall serve a probationary period of one (1) year regardless of prior police experience or training. At any time during such probationary period, employment may be terminated by the Township Committee without recourse. Employment by the Township shall automatically terminate one (1) year after employment as probationary officer unless such person is appointed by the Township Committee as a permanent member of the Police Department.

D. Payroll to personnel covered by this Agreement shall be made on a bi-weekly basis. A list of probationary officers and permanent members of the Department setting forth the lengths of their respective service and dates of any promotion appears on Schedule A attached to this Agreement.

ARTICLE II

Grievance Procedure and Arbitration

A. As the Township and the Association desire to maintain an amicable and harmonious relationship so that the Township and its employees covered under this Agreement, as well as the public, will benefit and to avoid the occurrence of strife which might cause a disruption of efficient and progressive public service, and because the parties recognize that grievance procedures and arbitration have been sanctioned and encouraged by general public authority, the parties to this Agreement do hereby agree to the following procedure:

STEP 1. Should any difference or dispute arise between the Township and

employees covered by this Agreement over the application or interpretation of the terms of this Agreement or any term or condition of employment, the parties will make an earnest effort to resolve and settle their differences within ten (10) days between the aggrieved employee and his immediate superior. Any grievance not brought to the attention of a Superior Officer within fifteen (15) days of its alleged occurrence shall be considered void.

STEP 2. If the grievance cannot be satisfactorily resolved within ten (10) calendar days by the immediate superior of the employee, the grievance shall be reduced to writing by the employee and submitted to the Chief of Police.

STEP 3. Should the Chief of Police fail to resolve the grievance within ten (10) calendar days after it is submitted to him, the matter shall be submitted to the Township Administrator who shall have ten (10) days to reach a decision.

STEP 4. Should the Township Administrator fail to resolve the grievance within ten (10) calendar days after it is submitted to him, the matter shall be submitted to Chairman of the Police Committee who shall have ten (10) days to reach a decision.

STEP 5. At the expiration of the time allowed the Chairman of the Police Committee to resolve the grievance, if the grievance is not resolved to the satisfaction of both parties and if the grievance involves a dispute over an interpretation or application of this Agreement or its terms, the grievant may, within fifteen (15) days, request that the grievance be submitted to arbitration before an arbitrator mutually selected from a panel to be provided by the Public Employment Relations Commission under its rules then pertaining. The arbitrator shall have full power to hear and determine the dispute between the parties. The decision of the arbitrator shall be binding upon both parties.

B. An aggrieved employee shall be entitled to be represented by a representative of the Association at any step of the grievance procedure. Either the Township or an employee may waive Steps 1, 2 and/or 3.

C. The expense of the arbitrator shall be borne by the unsuccessful party, whether the Township-or the employee. The time limits set forth herein may be waived and/or extended by mutual agreement between the parties in writing.

ARTICLE III

Departmental Investigations

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(s) shall take place at a location designated by the Chief of Police. It will usually be held at Police Headquarters or the location where the incident allegedly occurred.

(3) The member of the force being interrogated shall 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 should be so informed at the initial contact.

(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 of questioning.

(5) A member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answer questions.

(6) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, 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.

(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 daily operations of the Department.

ARTICLE IV

Personnel Files

A. Personal history files are confidential records. Any probationary officer or permanent member of the Police Department may, by appointment, review his personnel file. This appointment for review must be made through the Chief of Police.

B. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut if he so desires, and he shall be permitted to place said rebuttal in his file.

C. Nothing placed in any file shall be removed therefrom.

ARTICLE V

Off-Duty Police Action

A. Any proper and responsible action taken by a probationary officer or permanent member of the force on his time off, where the circumstance necessitate prompt police action which would have been taken by an officer on active duty if present or available, shall be considered police action, and the employee shall have all of the rights and benefits as if he were then on active duty, except that any pay for the time involved must be approved by the Chief of Police.

B. In all circumstances the employee shall promptly report such actions to the officer in charge at the desk at Police Headquarters.

ARTICLE VI

Seniority

A. For purposes of this Agreement, seniority shall be determined by rank and within a given rank by the length of service in that rank.

B. In the event it becomes necessary to reduce the number of employees,

layoffs shall be by strict seniority in the following manner:

- (a) by rank and then
- (b) by the Department.

At the time of layoff, the officer shall be permitted to exercise his department seniority, bump an employee in a lower rank, as shall each affected employee, so that the least senior employee shall be the first laid off.

Recall from layoff shall be in the inverse order of layoff.

C. The Township shall not hire any additional employees while there are permanent members on layoff status who are entitled to recall until it shall first offer such position to the laid off employee(s). Should the laid off employee refuse such position, the Township may then seek additional employees.

D. 1. An employee who is on layoff status shall be responsible for keeping the Township advised of his latest home address. The Township's recall responsibility shall be considered as satisfied upon mailing a notice of recall to an employee who is on layoff status by postpaid certified or registered mail, return-receipt requested, sent to his last known home address. The laid off employee must notify the Township of his intention and desire to return to work within fifteen (15) days of the date upon which the notice was mailed by the Township. Should the employee fail to do so, he shall be considered as having waived his rights of recall.

2. An employee shall lose all rights of recall, irrespective of subsection 1 above, when he has been laid off for a continuous period exceeding two (2) years.

E. This section is subject to the provisions set out in N.J.S.A. 40A:14-143.

ARTICLE VII
Management Rights

All aspects of the management of the business of the Police Department and the management and direction of the department personnel are the exclusive responsibility of the Township, except as expressly modified by the terms of this Agreement, and subject to the laws of the State of New Jersey.

ARTICLE VIII
Replacements

Work or duties normally and regularly performed by bargaining unit personnel shall not be assigned to individuals who are not part of the bargaining unit. This Article shall not apply to duties performed by the Police Clerk or Police Matron.

ARTICLE IX
Vacations

A. Probationary officers and permanent members of the Police department covered by this Agreement shall be entitled to annual paid Vacation as follows, based on the number of years of service in the department (which shall include the period of service as a probationary officer):

<u>Years of Service</u>	<u>Amount of Vacation Per Calendar Year</u>
Prior to the completion of one (1) year	No days for the first six (6) months, one (1) day for each month of service thereafter
After one (1) year and to completion of three (3) years	Fourteen (14) working days the
After three (3) years and	Sixteen (16) working days to the

completion of five (5) years	
After five (5) years and completion of ten (10) years	Nineteen (19) working days to the
After ten (10) years and completion of fifteen (15) years	Twenty-two (22) working days to the
After fifteen (15) years and to the completion of twenty (20) years	Twenty-five (25) working days
After twenty (20) years	Twenty-seven (27) working days

For the purpose of implementing the provisions of this Article, a list of permanent members of the department setting forth the length of their respective service appears in Schedule A attached to this Agreement.

B. All vacations shall be taken during the current year and vacation time shall not accrue nor be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement,, unless some specific agreement relative thereto is reached with and approved by the Police Chief and the Police Committee of the Township.

C. If an employee shall retire, resign or otherwise be separated from employment before the end of a calendar year and after he has taken his vacation, such employee shall reimburse the Township for any prorated portion of his vacation already taken to which he was not entitled because he did not complete the full calendar year of service.

D. If an employee shall retire, resign or otherwise be separated from employment before the end of a calendar year and before taking his vacation, then his vacation allowance shall be prorated on the basis of his length of service during the calendar year.

ARTICLE X

Sick Leave

A. Each permanent employee covered by this Agreement, except for probationary officers, shall be entitled to sick leave in aggregate of fifteen (15) days per calendar year. Each probationary officer shall be entitled to sick leave of one (1) day for each month of employment. There shall be no compensatory time off for unused sick leave. There shall be no compensation for unused sick leave except as hereinafter provided. Each employee who has sick leave shall be entitled to accumulate sick leave up to a maximum of two hundred (200) working days. Additional sick time will be granted for serious or prolonged illnesses only at the discretion of the Township Committee, pursuant to N.J.S.A. 40A:14-137.

B. If an employee is absent for three (3) or more consecutive working days, the Township may require that as a prerequisite to the, qualification of the employee for such leave, the employee shall submit a physician's certificate certifying that the employee's absence is due to sickness. In addition, in the case of protracted illness (i.e., 30 days or longer), the Township Committee may, at reasonable intervals thereafter, require additional physician's statements certifying that the employee is still unable to return to work because of illness. If required, the employee shall submit to an examination by a physician designated by the Township Committee and shall consent to the release of a report to the Township Committee with respect to the particular illness. Abuse of sick leave may be subject for disciplinary action.

C. If an employee shall retire, resign or otherwise be separated from employment before the end of a calendar year, sick leave shall be prorated at the rate

of 1.25 days per month, and an employee shall reimburse the Township for any sick leave already taken to which he was not entitled.

D. An employee hired on or before January 1, 2005 who retires, resigns or is otherwise separated from employment, except as a result of a disciplinary or criminal proceeding, shall be entitled to be compensated for unused sick leave as follows:

<u>Years of Service</u>	<u>Maximum Number of Days of Accumulated Unused Sick Leave Subject to Compensation</u>
10	40 days or 50% of the number of days of accumulated unused sick leave, whichever is the lesser, <u>at 75% of the daily rate.</u>
15	60 days or 50% of the number of days of accumulated unused sick leave, whichever is the lesser, <u>at 75% of the daily rate.</u>
20	80 days or 50% of the number of days of accumulated unused sick leave, whichever is the lesser, <u>at 75% of the daily rate.</u>

Such compensation shall be calculated by using the officer's average annual base salary during the last five (5) years of his service.

ARTICLE XI

Recall

A. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1 1/2) his regular hourly rate of pay with a minimum of three (3) hours work or pay in lieu thereof. Outside vendor work shall remain at four (4) hours.

B. Any employee required to appear in the municipal court, any other court, or before any administrative body in connection with his duties while he is off-duty shall be compensated at time and one-half (1 1/2) his regular hourly rate for such appearance. Compensation shall be for a

minimum of three (3) hours on any occasion. This section shall not apply to any disciplinary proceeding against any employee.

C. For purposes of this Article, the employee's regular hourly rate shall be calculated by dividing his base salary by two thousand eighty (2,080) hours.

ARTICLE XII

Holidays

A. During the term of this Agreement, each probationary and permanent member of the Department covered by this Agreement shall be compensated for thirteen (13) paid holidays at time and one-half (1 1/2) their regular rate of pay, provided that a probationary officer commencing employment with the Township, during the term of this Agreement, shall be entitled to only 1.08 paid holidays for each month of employment during either year.

B. Holiday pay will included in base salary and paid in the normal weekly pay check.

C. The holiday schedule for the term of this Agreement is as follows:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence
- Labor Day
- Columbus Day
- Election Day (general)
- Veterans Day
- Thanksgiving Day
- Christmas Day

ARTICLE XIII

Uniform Purchase and Maintenance Allowance

A. Each permanent and probationary member of the police department shall be entitled to an annual uniform purchase and maintenance allowance in the aggregate amount of four hundred thirty-eight dollars (\$438.00) per year during the term of this Agreement. Such allowance shall be paid to the member in two separate checks of equal amounts, one on April 15th and one on August 1st, provided, however, that payment shall be made only to a permanent or probationary member who is in the employment of the Township as a permanent or probationary member on the date when the payment is to be made. In addition, eligible officers shall receive a uniform purchase and maintenance allowance voucher in the amount of four hundred and thirty-seven dollars (\$437.00) per year.

B. Uniform purchase and maintenance allowances shall not be included in calculating payments into any retirement system or in calculating rates of pay for overtime compensation.

ARTICLE XIV

Death in Family

Each probationary officer and permanent member of the Police Department shall be entitled to leave without loss of pay according to the following schedule:

(a) Five (5) working days immediately following the death of a spouse or child;

(b) Three (3) working days immediately following the death of a parent, a brother or sister, or the parent of a spouse;

(c) One (1) working day immediately following the death of a

brother-in-law or sister-in-law, a grandmother, grandfather, aunt(s), uncle(s), or other relative living under the same roof, provided that the employee attends the funeral;

(d) Additional funeral leave may be granted by the Chairman of the Police Committee of the Township (or in the event of his absence by a member of said Committee). The request for additional funeral leave shall be made by written application setting forth pertinent factual data upon which the request is based. The application shall be submitted through the Chief of Police.

ARTICLE XV

Personal Days

A. Each probationary officer and permanent member of the Police Department shall be allowed three (3) personal days per calendar year without loss of pay, provided, however, that a probationary officer who is employed after April 30th of any year shall be, entitled to two (2) such personal days in that year, and any probationary officer who is employed after August 31st of any year shall be entitled to only--one (1) such personal day in that year.

B. An employee shall request a personal day at least seventy-two (72) hours in advance of said day off. The request may be denied by the Chief or designee when it is necessary to meet the needs of the Township. In addition, a personal day shall not be charged against accumulated sick leave.

C. The seventy-two (72) hour advance request requirement shall be waived when a request for a personal day arises from an emergency condition or emergency situation which makes such advance request impossible or impractical, provided, however, that the Township reserves the right to reasonably request that an employee

supply proof or documentation of the emergency condition or emergency situation. For purposes of this Article, an emergency condition or emergency situation is one which the employee could not reasonably anticipate and/or which requires personal action or attention by the employee that cannot be postponed for at least seventy-two (72) hours and that cannot be reasonably be accomplished during non-working hours.

D. Additional personal days may be granted at the discretion of the Chief of Police in an emergency situation.

ARTICLE XVI

Reimbursement of Certain Expenses

A. Each probationary and permanent member of the Police Department shall be entitled to receive reimbursements for certain expenses incurred when attending a County or State police school or performing any department-connected assignment at the direction of the Chief. Reimbursement shall be as follows:

1. Twenty-eight cents (\$.28) per mile for distances actually traveled between the school/assignment and police headquarters or the officer's home, as the case may be.

2. Five dollars (\$5.00) breakfast expense, seven dollars and fifty cents (\$7.50) lunch expense, and twelve dollars and fifty cents (\$12.50) dinner expense, except in some situations where meals would be for other than department personnel or in a situation where the assignment would dictate a larger amount.

B. Reimbursement shall be by vouchers submitted to and approved by the Chief. Such vouchers shall detail the expenses, and receipts for luncheon and dinner expenditures shall be attached. Reimbursements shall not constitute compensation. This Article

shall not apply to attendance at the police training course which is a prerequisite to appointment as a permanent member of the Police Department.

ARTICLE XVII

College Credit Payments

A. Each permanent member of the Police Department shall receive additional compensation, in accordance with the schedule in section B of this Article, for the completion of college credits relating to work in which a passing grade of "C" or better or the equivalent thereof has been attained. However, all new employees hired after January 1, 1986 will only receive payment for college credits, in accordance with the schedule in section B, for courses and/or majors which lead to a degree in Police Science or Law Enforcement and in which a passing grade of "C" or better or the equivalent thereof has been attained.

B. For purposes of payment under this Article, the schedule is as follows:

1 to 66 credits: Fifteen dollars (\$15.00) per credit per year. (Such payment shall be paid on July 1 and will include credits up to that date.)

67 credits to Bachelor's Degree: Ten dollars (\$10.00) per credit per year. (Such payment shall be paid on July 1 and will include credits up to that date.)

All credits beyond Bachelor's degree to Master's Degree: (\$10.00) per credit per year. (Such payment shall be paid on July 1 and will include credits up to that date.)

C. In addition, if a permanent member of the Police Department becomes entitled to payment for college credits under section A above as the result of attending college, the Township will reimburse the officer for the total cost of required books as

well as fifty percent (50%) of the tuition charges of the college or fifty (50%) percent of the State or County college tuition charges, whichever is less, upon receipt of a certificate that the officer has attained a passing grade of "C" or better. (Such payment shall be made on July 1.) All required books purchased pursuant to this section C shall become the property of the officer entitled to be reimbursed therefor.

D. A probationary officer shall, upon appointment as a permanent member of the Police Department, become entitled to receive payment for college credits under section A for the calendar year in which the appointment was made, prorated, however, for the period of service during such calendar year. The officer shall also become entitled to payments for college credits for the full year in which the officer is appointed as a permanent member.

E. If an officer shall retire, resign or otherwise be separated from service, payment for college credits shall be prorated for the year in which the retirement, resignation or other separation from service occurs.

F. Payments pursuant to this Article shall not be included in calculating payments into any retirement system.

ARTICLE XVIII

Overtime

A. All hours worked in excess of the regular schedule shall be considered overtime and shall be compensated in accordance with the provisions of this Article XIX.

B. Each probationary and permanent member of the Police Department covered by this Agreement shall be entitled to receive, overtime pay as follows:

(1) Overtime required by reason of emergency, the extension of a tour of duty

for more than thirty (30) minutes or for any other reason shall be paid at one and one-half (1 1/2) times the employee's hourly base rate.

(2) Except for the extension of a tour of duty, overtime shall be paid on the basis of a minimum of four (4) hours on each occasion. Effective upon ratification of the 2001-2004 Agreement this shall become three (3) hours.

(3) The employee shall have the option of taking compensatory time, to the limits established by the Fair Labor Standards Act, or cash compensation (both at the time and one-half (1 1/2) rate) except in the last two (2) months of the calendar year. The election of cash during the last two (2) months of the calendar year is subject to the approval of the Chief, whose approval, if withheld, shall result in the employee being credited with compensatory time at the time and one-half (1 1/2) rate, subject to the Fair Labor Standards Act.

(4) Holiday pay shall be included for purposes of calculating a member's hourly rate under this Article.

(5) Overtime shall be submitted on the first of each month, and will be paid on the second pay check of each month, depending on when submitted.

ARTICLE XIX

Work Incurred Injury

A. If a probationary or permanent member of the Police Department suffers an injury or disability in the line of duty (not including an., injury or disability suffered while going to or from work), as defined by State law, the Township shall continue such employee at full pay and benefits during the continuation of such employee's inability to work, up to a maximum of six (6) months. During this period of time, all temporary disability benefits which the employee receives under the

provisions of the Workers Compensation Act shall be paid over to the Township. The Township Committee may, at its discretion, extend the six (6) months period pursuant to N.J.S.A. 40A:14-137.

B. The employee shall be required to present evidence by a certificate of a responsible physician establishing his inability to work. The Township Committee may require the employee to present such certification from time to time at reasonable intervals. If required, the employee shall submit to an examination by a physician designated by the Township Committee and shall consent to the release of a report to the Township Committee with respect to that particular injury.

C. The provisions of this Article shall not be interpreted as requiring or authorizing any extension of the one-year period of any probationary employment.

ARTICLE XX

Health Benefits

A. The Township shall continue to provide each probationary and permanent member covered by this Agreement with all of the same health benefits in effect as of December 31, 1997.

B. The Township reserves the right to change insurance carriers and/or self-insure so long as equal or better benefits are provided. If the Township should change insurance carriers, advance notice will be given to all employees covered by this Agreement.

C. Effective January 1, 2005, officers shall contribute fifteen dollars (\$15.00) pay toward their health benefits.

ARTICLE XXI

Maintenance of Work Operations

A. The Association hereby covenants and agrees that for the duration of this Agreement neither the Association nor any person acting on its behalf shall cause, authorize or support any strike (i.e., the concerted failure to report for duty or the willful absence of any employee from his position, or the stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slowdown and/or walkout against the Township.

B. In the event of a strike, work stoppage, slowdown, walkout or other job action, it is covenanted and agreed that participation in any or all such activities by any Association member shall entitle the Township to invoke any of the following alternatives:

(1) Withdrawal of Association recognition; and/or

(2) Use of such activities as grounds for termination of employment of such employee(s).

C. The Association agrees that it will make every reasonable effort to prevent such members from participating in any strike, work stoppage, slowdown and/or walkout or from supporting such activity by any other employee or group of employees of the Township and the Association will publicly disavow such 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 injunctions or damages, or both, in the event of such breach of any of the employees or

the Association.

ARTICLE XXII

Other Provisions

A. Except as otherwise provided herein, all rights, privileges and benefits which the Bargaining Unit has heretofore enjoyed and are presently enjoying shall be maintained and continued by the employees covered by this Agreement during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.

B. The provisions of all Township Ordinances and Resolutions relating to or impacting upon the management and direction of personnel in the Mendham Township Police Department, including but not limited to the "Manual of Rules and Regulations of the Police Department of the Township of Mendham, 1985", adopted August 26, 1985, shall remain in full force and effect during the terms of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

C. The Association recognizes that the Township has a right to establish and amend reasonable rules and regulations to govern Departmental operations subject to applicable law.

D. Except and unless incorporated by reference in another document, none of the provisions of this Agreement shall apply to any Police Clerk or Police Matron.

ARTICLE XXIII

Separability and Savings

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of

this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of federal, state or local law.

ARTICLE XXIV

Work Schedule

A. The Patrol Division work schedule shall consist of four (4) consecutive days on duty, followed by four (4) consecutive days off with twelve (12) hour work days. In the event the Township decides to revert to the 4/4 eleven (11) hour shift it shall first give the PBA thirty (30) days notice.

B. The Detective Bureau work schedule shall consist of four (4) consecutive days on duty, followed by three (3) consecutive days off, with ten (10) hour work days.

C. All officers shall be assigned to permanent shifts consisting of days, afternoons and midnights, provided that a majority of the Patrol Division officers agree thereto. If no such majority agreement is reached, officers shall be assigned to rotating shifts.

D. Shift selection shall be made on or about January 1 of each year on a seniority basis. However, only one (1) sergeant may select any given shift, which shall also be on a seniority basis.

E. In the event of a temporary or permanent vacancy on a shift, officer's schedules may be changed to fill the vacancy on the basis of inverse seniority, unless another officer volunteers to fill the vacated shift.

F. Each officer agrees to attend, during his/her off duty time, only the following mandatory schools: (1) domestic violence/blood borne v pathogens--not more than two (2) training sessions per year and not more than eight (8) hours per session; (2) firearms training not

more than twice per year--hours limited to those necessary to complete the training sessions; (3) CPR training not more than once per year--hours limited to those necessary to complete the refresher training. [All other training shall be conducted on duty or shall be compensated as overtime if conducted during off duty time. Such overtime may be taken in cash or in compensatory time at the option of the officer, upon prior approval by the Department. If a training session is scheduled during an officer's regularly scheduled work day, his/her schedule shall not be so changed as to result in his attendance at the training during off duty hours.] All other training shall be conducted as follows:

1. If a training session is scheduled during an officer's regularly scheduled work day, the session will be in lieu of the officer's shift.

2. If a training session is scheduled on the officer's off day, the officer will be compensated at time and one-half (1 1/2) compensatory time or overtime pay, at the discretion of the Chief of Police.

H. Any new officer attending the academy for basic training, either full time or on waiver, shall work a schedule as prescribed by the Chief of Police.

ARTICLE XXV

Duration of Agreement

This Agreement shall be in full force and effect as of January 1, 2005 through December 31, 2007. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the Township and the Association. All provisions of this Agreement will continue in full force and effect beyond the stated expiration date set forth herein until the successor Agreement has been executed and becomes effective between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and attested by their respective authorized officers on this _____ day of December, 2004.

Attest:

TOWNSHIP OF MENDHAM, IN THE COUNTY OF MORRIS

Penny Newell, Clerk

By: _____
_____, Mayor

MENDHAM TOWNSHIP POLICE
BARGAINING UNIT, P.B.A. LOCAL 139

By: _____

By: _____

#139907ammm

By: _____