

AGREEMENT

Between

TOWNSHIP OF PARSIPPANY-TROY HILLS
MORRIS COUNTY, NEW JERSEY

and

SUPERIOR OFFICERS ASSOCIATION
(S.O.A.)

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JANUARY 1, 1995 - DECEMBER 31, 1997

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PREAMBLE

THIS AGREEMENT entered into this 20th of September, 1996 by and between the TOWNSHIP OF PARSIPPANY-TROY HILLS, County of Morris, State of New Jersey (hereinafter referred to as the "Township"), and the SUPERIOR OFFICERS ASSOCIATION (S.O.A.), (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

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

MANAGEMENT RIGHTS

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

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

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

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

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

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

ARTICLE II

EMPLOYEES RIGHTS

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

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

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

1. The Township shall permit members of the Superior Officers' Association Grievance Committee, consisting of the President of the Association, or his designated representative, and

two (2) committee members to conduct the business of the committee during duty hours, if necessary, and they shall suffer no loss of regular straight time pay. Such business consists of conferring with Superior Officers and Township officials on specific grievances under the Grievance Procedure. The foregoing business may be conducted provided there is no interference in the operation of the Police Department as determined by the Chief of Police.

2. Subject to the manpower needs of the Department, the Township will allow the Association President or his authorized representative, and two (2) alternate delegates to attend State and National conventions of the Association and the annual League of Municipalities Convention. Said convention attendance limited to three (3) days maximum 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 \$ 250.00 expenses in advance. The member shall submit proper verification within seven (7) days upon returning and proof of attendance shall be furnished, if requested. Attendance at said conventions shall not count towards the computation of overtime.

3. Subject to the manpower needs of the Department, the Township will allow the Association President and two (2) alternate delegates, or their designees, to attend the N.J. State P.B.A annual 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 expenses in advance. The member shall submit proper verification within seven (7) days after returning. Attendance at said conventions shall not count towards the computation of overtime.

4. Provided there is no interference with the operation of the Police Department, and further provided that advance permission has been granted by the Chief of Police, Association Officers and/or one (1) on duty Superior officer from each Division, not to exceed a total of three individuals, may be permitted to leave their posts in order to conduct business of the Superior Officers' Association at Association meetings.

5. The Township agrees to provide bulletin board space for the Superior Officers' Association where Association business and notices can be posted for the employees. Prior to any Township official removing any Association business item from the bulletin board, the approval of the Association will be requested.

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

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

8. Any Superior Officers working in the capacity of a higher rank for thirty (30) calendar days shall receive pay at the next highest rank, and said pay to be retroactive to the first day of the temporary position. This condition is exclusive of vacation time.

D. PARSIPPANY-TROY HILLS POLICEMEN'S BILL OF RIGHTS - 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 a 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 will 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 a 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

SALARIES

It is agreed between the Township and the Association that the Sergeants, Lieutenants, Captains and Deputy Chief salaries shall be as follows:

	<u>01/01/95</u>
Base Salary For Sergeant	57,774.00
Base Salary For Lieutenant	63,205.00
Base Salary For Captain	68,607.00
Base Salary For Deputy Chief	74,005.00
	<u>01/01/96</u>
Base Salary for Sergeant	59,796.00
Base Salary for Lieutenant	65,417.00
Base Salary for Captain	71,008.00
Base Salary for Deputy Chief	76,595.00
	<u>01/01/97</u>
Base Salary for Sergeant	62,654.00
Base Salary for Lieutenant	68,544.00
Base Salary for Captain	74,401.00
Base Salary for Deputy Chief	80,255.00

The 1995 and 1996 salaries set forth above shall be retroactive to January 1, 1995 and January 1, 1996 respectively.

ARTICLE IV

HOURS AND OVERTIME

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

B. Any work in excess of the normally scheduled work day will be paid at the rate of time and one-half, in monetary compensation, at the earliest practicable time by the Township. The hourly wage of all members to be defined as salary shown in Article III plus longevity, divided by annual hours worked (1893).

C. All County, Grand Jury, Juvenile, Criminal and Municipal Court appearances shall be compensated at time and one-half by voucher, at an hourly rate from the time the officer leaves Police Headquarters until the time he returns to Police Headquarters. All Superior Officers shall be guaranteed a minimum of two (2) hours court time. Court time will be documented by the Shift Commander 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 - one (1) hour pay.
5. Thereafter, overtime shall be paid in fifteen (15) minute segments.
6. Any Superior who is called into work from his home shall be compensated a minimum of four (4) hours, and shall be compensated at the rate of time and one-half.
7. Any Superior Officer attending a Police In-Service Training School on his days off will be guaranteed equal time off at the Shift Commander's discretion.
8. Any Superior 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 Superior Officer shall be compensated at the rate of time and one-half in compensatory time, up to the accrual of one full day. No partial day's training may exceed one full day of accrued compensatory time.

ARTICLE V

HOLIDAYS

A. The following holidays will be allowed:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King's Birthday

B. The Township will make full monetary compensation at each officer's daily rate, for the above fourteen (14) holidays. This amount will be added to and become part of base salary

and be paid in the bi-weekly paycheck. Additionally, officers 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 officer's daily rate. Officers not working will be compensated at the daily rate. The extra one-half time shall be paid no later than the third Thursday in November of each year.

C. Personal Days - The Township agrees to give each Superior Officer six (6) personal days in 1995, six (6) personal days in 1996, and three (3) personal days in 1997, for the performance of personal obligations that cannot reasonably be performed on his time off. Application for such leave must be submitted in writing at least two (2) days in advance, except in situations that involve unforeseen circumstances. Personal days may be accumulated without limit.

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

ARTICLE VI

EDUCATION BENEFITS

A. College Education

1. The Township agrees to pay 100% of all tuition, books, and fees for Superior Officers enrolled at a recognized institution of higher education offering a program leading to an Associate's, Bachelor's or higher degree in Criminal Justice, Police Science or Public Administration, Business Administration, Sociology, Psychology, Communications, Education or related fields approved by the Mayor. The township will not pay for any law degree except

for employees actively enrolled prior to the 1992-1994 contract. In the event that a Superior Officer fails to achieve a passing grade, receives an incomplete grade or drops out of a course or courses, he shall promptly reimburse the Township for the costs of the aforementioned tuition and books.

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

3. The Township further agrees to pay additional compensation yearly to each Superior Officer at the rate of \$18.00 per credit earned through the years 1995, 1996, and 1997 in compensable units of thirty (30) credits each so that for every thirty (30) credit units completed a Superior Officer will receive an additional \$540.00. This amount will be added to and become part of base salary and be paid in the bi-weekly pay checks. College credits accumulated will be updated after each semester.

B. Technical Training Program

1. Department officers successfully completing technical police training programs, examples of which follow, or as approved by the Chief of Police, shall be eligible for additional compensation to the extent indicated here-in-after.

These examples are:

Police law, narcotics, community relations, fingerprinting, investigative, criminology, continuous firearms program, police administration, police photography, riot and civil disturbances 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 Identi-Kit operation, homicide investigation, organized crime, sex crime, auto theft, radar, arson, leadership and supervisory training and others approved by the Chief of Police.

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 100 credited hours shall be compensated at the rate of \$3.00 per hour for all training hours earned through 1995, 1996, and 1997, respectively.

4. Once earned, the increments shall continue and be added to and become part of base salary, and be paid in the bi-weekly paychecks. Technical training credits accrued will be updated quarterly.

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

6. All Superior Officers will be guaranteed a minimum of twenty-four (24) hours of technical training credits during the course of each calendar year. Schools to be selected and paid for by the Township.

ARTICLE VII

EXPENSES

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

B. The expense account for Superior Officers assigned to the Investigative Division will be \$1,150.00 in 1995, 1996, and 1997. Said money shall be paid quarterly and used for police purposes at the discretion of the officer.

C. Superior Officers will be compensated at twenty-five (\$.25) cents per mile for transportation on police business where they utilize their own personal vehicles.

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

- | | |
|--|--|
| 1. In county | \$20.00 per day |
| 2. Out of County | \$30.00 per day |
| 3. Out of County and farther than 60 miles | \$40.00 per day plus travel, room and meals |
| 4. Out of State | \$40.00 per day plus travel, room and meals. |

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

ARTICLE VIII

INSURANCE

A. The Township shall continue to provide enrollment in the hospitalization, medical benefits, major medical coverage, eye care, prescription plan, and dental insurance programs presently in existence. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar or improved benefits are provided. The Township agrees to maintain the outpatient mental and functional nervous disorders coverage to an upper limit of \$5,000.00 for employees and their families. The Township shall expand the current prescription plan benefits to include birth control pills, bee sting kits (employee, spouse and children), and nicotine patches for employees and spouses. The Township requires the individual to be treated by a Township physician in order to receive the nicotine patch benefit unless exempted by Mayor. The individual must not smoke for one full year, as certified by the assigned physician, or the Township will require reimbursement for the expense of this benefit. The individual must sign off agreeing to this condition.

B. The Township assumes the responsibility of helping the Superior Officers 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 \$50,000.00 for each Superior Officer. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar or improved benefits are provided.

D. The Township shall continue to carry in force the Law Enforcement Officers 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 or improved benefits are provided.

E. Upon submission of appropriate vouchers, an officer shall be reimbursed up to \$200.00 per year in 1995, 1996, and 1997 for each eye exam and prescription glasses for the officer, spouse and children. This benefit shall cease if better coverage is provided for the employee, spouse and children under a revised health plan.

F. The position of Benefits Assistant will be maintained in order to assist employees in the 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. If any employee dies in the course of his employment with the Township, the Township will continue, for the benefit of the employee's spouse and children, all medical coverage listed in paragraphs "A", "E", and "J", of Article VIII afforded members of the Association. The medical coverage afforded an employee's spouse shall continue in full force and effect until the spouse remarries. The medical coverage afforded an employee's children shall continue in full force and effect until the child attains the age of nineteen (19), unless the child is a full-time student. If the child is a full-time student, coverage shall continue until age twenty-three (23), or until the child ceases to be a full-time student.

I. The Township agrees to provide availability of a catastrophic insurance plan (long term disability) for each Superior Officer on a contributory basis.

J. The Township agrees to maintain the orthodontic benefit to a \$2,500.00 maximum per person.

ARTICLE IX

SICK LEAVE

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

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

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

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

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

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

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

H. The Township shall supply the Association with a list of three (3) available doctors for job-related injuries with said choice to be determined by the employee. It is also agreed that the employee may, on job-related injuries, go to St. Clare's Hospital in Denville, or Morristown Memorial Hospital in Morristown, New Jersey. In cases involving burns, St. Barnabas Hospital, Livingston, New Jersey may be used.

I. Maternity leave for female employees will be granted as follows:

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

2) Caesarean Section - for the four week period prior until eight weeks after delivery.

J. The Township will compensate female employees on maternity leave for the difference between the amount of state disability pay and the employee's normal rate of pay.

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 to determine the extent of the light duty status.

ARTICLE X

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, the employee shall be granted leave without loss of pay 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, sister-in-law, brother-in-law, or any other relative living within the employee's household.

C. In case of death of the employee's aunt, uncle, niece or nephew, the said employee shall be granted one (1) day off without loss of pay.

D. It is understood that a Superior Officer's normal off duty days will be included in bereavement leave as outlined in Sections B and C in the above article.

E. Reasonable verification for the time off required for any of the above subsections may be required by the Township.

ARTICLE XI

MARRIAGE LEAVE AND CHILDBIRTH LEAVE

A. Employees shall be granted up to eight (8) days off without loss of regular straight time pay for the purpose of getting married.

B. Employees shall be granted three (3) days leave without loss of pay upon the birth of the employee's child.

ARTICLE XII

VACATIONS

A. Vacation time shall be granted to the employees under this agreement, as follows:

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

From one (1) year of service to five (5) years of service, fourteen (14) days.

From six (6) years of service to nine (9) years of service, eighteen (18) days.

From ten (10) years of service to fifteen (15) years of service, twenty-three (23) days.

From fifteen (15) years of service, one (1) additional day for each year of service thereafter.

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

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

D. Vacation time earned by employees covered under this agreement may be accrued without limit.

E. Vacations earned by employees, covered by this Agreement in the current calendar year, are not to be taken until the following calendar year.

ARTICLE XIII

LONGEVITY

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

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

ARTICLE XIV

CLOTHING ALLOWANCE

A. Superior Officers shall be granted an annual clothing allowance of \$875.00 per year for 1995 and 1996, and 1997. Superior Officers assigned to the Investigative Division shall be granted an additional \$100.00 clothing allowance per year.

B. Uniformed officers may use up to 30% of their clothing allowance to purchase civilian clothing.

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

D. A maintenance and cleaning allowance of \$300.00 per year shall be granted to Superior Officers.

ARTICLE XV

RETIREMENT BENEFITS

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

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

1. After ten (10) years of service, an employee in good standing shall receive sick pay allowance paid at the ratio of one (1) day's pay for each two (2) unused remaining sick days, or one (1) day's pay for each three (3) unused remaining sick days after five (5) years of service. Each day's pay will be calculated at the employee's base salary including longevity, and shall be payable in a lump sum at the employee's termination.

2. 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 for each one (1) day of accumulated unused sick leave.

C. The Township will provide for continuance of hospitalization, medical, major medical, health, surgical, eye care, prescription plan, life and accident insurance and dental coverage upon the employee's retirement. The Township will assume all costs of such coverage after retirement for employees who have retired after they have qualified for official retirement, including disability retirement, as stipulated by the Police and Fireman's Retirement System, for the lifetime of the employee and the employee's spouse. This coverage will include the employee's children until they reach age nineteen (19) unless they are a full-time student. If the child is a full-time student, coverage shall continue until age 23, or until the child ceases to be a full-time student. After the retired employee's death, his/her spouse shall continue to be

afforded the above benefits throughout his/her lifetime, or until the spouse remarries. The employee's children shall continue to be insured as stipulated above.

D. The Township agrees that, prior to retiring, an employee may use any accumulated personal days, sick days and vacation days (in that order), on a one (1) for one (1) basis as Terminal Leave. 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. 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 the retiring employee on terminal leave, to the employee's spouse or beneficiary, up until the actual retirement date, if the employee should die. It is also understood and agreed that an employee may not cancel a terminal leave once it has commenced.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Purpose

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

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

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

B. Definition

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

C. Steps of the Grievance Procedure

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

Step 1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) days of the act being grieved and an earnest effort shall be made to settle the grievance informally. Failure to act within the said fifteen (15) days shall be considered an

abandonment and waiver of the grievance. The immediate superior shall render a decision within five (5) days after receipt of the formal grievance.

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

Step 3. In the event that the grievance is not resolved by Step 2, then within five (5) days following the determination by the Chief the matter shall be filed with the Mayor. The Mayor shall review the matter and make his or 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 Superior Officer, he may within fifteen (15) days after receipt of the Mayor's decision, make notification to the Mayor in writing that he wishes to take the matter to binding arbitration.

- (a) An arbitrator shall be selected pursuant to the rules of the American Arbitration Association.
- (b) However, no arbitration hearing shall be held sooner than thirty (30) days after the final decision of the Mayor. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the aggrieved 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 aggrieved and shall be binding on the parties. The cost for the services of the arbitrator shall be borne equally between the Township and the aggrieved. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring them.

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

ARTICLE XVII

NO STRIKE PLEDGE

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

employment), work stoppage, slowdown or walkout. The Association agrees that such action would constitute a material breach of the Agreement.

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

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

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

ARTICLE XVIII

MISCELLANEOUS

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

B. The Township shall provide an organizational chart which will show the allocation of manpower in all positions. The purpose of the chart is to insure effective and sufficient leadership through the Police Department.

C. It is understood that whenever an employee is to receive payment for holidays or any unused sick days, vacation days or personal days upon retirement, the amount of pay for each day will be calculated by dividing the employee's yearly salary (including longevity) by 219 (average days worked per year).

ARTICLE XIX

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 decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XX

FULLY BARGAINED PROVISIONS

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

The Township does hereby agree that any added benefit received by any other Township employee, not being received by this Association as of this contract date will be added to and made a part of this contract without any further negotiations.

ARTICLE XXI

RETROACTIVE INCLUSIONS AND EXCLUSIONS

A. All provisions of this contract are to be retroactive to January 1, 1995, unless otherwise specified.

B. All retroactive benefits shall be afforded to all employees who were actively employed and/or who were on terminal leave or disability leave on January 1, 1995, and therefore would have been covered by this agreement if it had been passed and signed on that date.

ARTICLE XXII

DEPARTMENTAL MEETINGS

The Superior Officers agree to attend a maximum of four (4) departmental meetings per year with the Chief of Police, as called by said Chief of Police. The Township agrees to compensate the Superior Officers with equal time off.

ARTICLE XXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in full force and effect to and including December 31, 1997, without any reporting date.

Negotiations may be commenced by either party giving notice in writing to the other no sooner than one hundred and fifty (150) days nor later than ninety (90) days prior to the expiration date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Parsippany-Troy Hills, New Jersey on this 20th date of Sept., 1996.

SUPERIOR OFFICERS ASSOCIATION

TOWNSHIP OF PARSIPPANY-TROY HILLS,
MORRIS COUNTY, NEW JERSEY

James M. Brown
PRESIDENT

Marcel Letts
MARCEIL LETTS, MAYOR

Kenneth Silver
WITNESS

Judith Silver
JUDITH SILVER, CLERK