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THIS BOOK DOES  
NOT CIRCULATE

A G R E E M E N T

between

THE TOWN OF MORRISTOWN

NEW JERSEY

and

PATROLMAN'S BENEVOLENT ASSOCIATION,

LOCAL NO. 43

JANUARY 1, 1972 THROUGH DECEMBER 31, 1973

*Morris County*

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PREAMBLE

This Agreement, made this 14th day of August, 1972, by and between the TOWN OF MORRISTOWN, NEW JERSEY, hereinafter referred to as the "Town," and PATROLMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 43, hereinafter referred to as the "Association," is designed to maintain and promote a harmonious relationship between the Town of Morristown and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1.

The Town hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all patrolmen and superior officers of the Morristown Police Department.

Section 2.

Unless otherwise indicated, the terms "patrolman," "employee" or "employees" when used in this Agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II  
ASSOCIATION SECURITY

Section 1.

All employees covered by this Agreement who are members of the Association at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the Association for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the Association. Any member may resign from the Association effective January 1 or July 1, in accordance with the noted requirements of N.J.S.A. 52:14-15 9e. In the event the member fails to notify the Town on January 1, or July 1, of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the Association in writing and a copy thereof furnished to the Town of Morristown.

Section 2.

Subject to the provisions of N.J.S.A. 52:14-15.9e, upon the written authorization by an employee covered by this Agreement, the Town agrees to deduct once each month from the salary of each employee the sum certified as Association dues and forward the sum

certified as Association dues and forward the sum to the Association Treasurer and/or any other duly authorized officer.

#### ARTICLE IV

#### GRIEVANCE PROCEDURE AND ARBITRATION

Because both the Town and the Association desire to maintain an amicable and harmonious relationship, in order that the Town, the employees covered by this Agreement, and the public will benefit, and in order to prevent strife which might disrupt efficient and progressive public service, and because the Association and the Town recognize that a grievance and arbitration procedure has been sanctioned and encouraged by many legislatures and many courts, the parties to this Agreement hereby agree to the following grievance and arbitration procedure.

#### Section 1.

Step 1. - In the event that any difference or dispute should arise between the Town and the Association or the employees over the application or interpretation of the terms of this Agreement, or concerning any term or condition of employment, an earnest effort shall be made within ten (10) days after the occurrence of the grievance to settle such differences immediately between the aggrieved employee and his immediate superior officer for the purpose of resolving the matter informally.

Step 2. - If no satisfactory agreement is reached within five (5) calendar days, after Step #1, then the grievance shall be reduced to writing and submitted to the Captain in charge of the division.

Step 3. - If no satisfactory agreement is reached within five (5) calendar days, after Step #2, then a conference will be arranged with the Chief of Police.

Step 4. - Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Chairman of the Aldermen Police Committee who shall have ten (10) days to submit his decision.

The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4 above. Either party may waive Steps 1, 2 and 3. The parties, by mutual agreement, may waive Step 4.

Step 5. - Within two (2) weeks of the transmittal of the written answer by the Chairman of the Police Committee, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

Either party may submit the unresolved grievance to the New Jersey State Board of Mediation for the selection of an impartial arbitrator. In the event the New Jersey State Board of

Mediation declines or is unable to appoint an arbitrator, the matter will be submitted to the Public Employment Relations Commission for the appointment of an impartial arbitrator. The arbitrator shall have full power to hear and determine the dispute between the parties. The decision of the arbitrator shall be final and binding on all parties. The expense of the arbitration shall be borne equally by the parties. Only the Employer or the Association shall have the right to submit a grievance to arbitration.

If the Town fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

#### ARTICLE V

#### COURT TIME

If an employee is required to appear in any municipal court, in connection with his duties in the Department on his day off, time off or vacation day, he shall receive ten dollars (\$10.00) for his appearance. If an employee is required to appear in any County Court, Superior Court, grand jury, or official administrative agency proceedings, such as the Division of Motor Vehicles, in connection with his duties in the Department on his day off, time off or vacation day, he shall receive twenty dollars (\$20.00).

ARTICLE VI  
STANDBY TIME

Whenever a member of the Department is placed on "standby" alert for any occurrence or anticipated occurrence, during his off-duty hours, he shall receive four hours' pay at his prevailing rate of pay for each twenty-four hour period during such occurrence or anticipated occurrence when he is on "standby."

ARTICLE VII  
DETECTIVE ALLOWANCE

All past Agreements regarding pay differential for members of the Detective or Juvenile-Narcotics Bureau shall be null and void. Effective January 1, 1972, all detectives shall receive eight hundred dollars (\$800.00) annually above their grade irrespective of their specific investigative assignment.

ARTICLE VIII  
COLLEGE INCENTIVE PAY

Upon attaining 42 credit hours in a recognized police science curriculum, each employee covered by this Agreement shall receive two hundred fifty dollars (\$250.00) annually and shall

continue to receive two hundred fifty dollars (\$250.00) annually as long as the employee is actively enrolled in an accredited police science curriculum. When and if an employee covered by this Agreement receives his AAS (Associate Applied Science) degree, he shall receive five hundred dollars (\$500.00) annually for the year during which he received his degree and annually thereafter. Payment shall be received in a lump sum within three pay periods after reaching said plateau and by the second pay period in June, each year thereafter.

#### ARTICLE IX

#### HOLIDAY PAY

Every employee covered by this Agreement shall receive one day's pay, at his prevailing rate, for the following twelve holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Election Day (general), Thanksgiving and Christmas.

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

In addition to the aforementioned twelve holidays, each employee covered by this Agreement shall receive an additional day's pay for any special or extra holiday granted any other Morristown employee bargaining unit.



APPENDIX A

Effective January 1, 1972, all employees covered by this Agreement shall receive a 5 percent increase. Effective January 1, 1973, all employees covered by this Agreement shall receive a 10 percent increase. The aforementioned increases are reflected in the schedule below.

EFFECTIVE JANUARY 1, 1972

PATROLMAN:

Commencing the 1st year of service - \$ 8,610  
Commencing the 2nd year of service - \$ 9,550  
Commencing the 3rd year of service - \$10,500  
Commencing the 4th year of service - \$11,445

SERGEANT: \$12,285

LIEUTENANT: \$13,335

CAPTAIN: \$15,000

EFFECTIVE JANUARY 1, 1973

PATROLMAN:

Commencing the 1st year of service - \$ 9,471  
Commencing the 2nd year of service - \$10,510  
Commencing the 3rd year of service - \$11,550  
Commencing the 4th year of service - \$12,589.50

SERGEANT: \$13,513.50

LIEUTENANT: \$14,668.50

CAPTAIN: \$16,500

ARTICLE X

MAINTENANCE OF STANDARDS

All of the rights, privileges, and benefits which the employees covered by this Agreement enjoyed prior to this Agreement are retained by the employees except as those rights, privileges and benefits are specifically abridged or modified by this Agreement.

ARTICLE XI

DISCRIMINATION AND COERTION

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association.

ARTICLE XII

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulations or

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

ARTICLE XIII

CLOTHING ALLOWANCE

All employees covered by this Agreement shall receive an annual clothing allowance of two hundred dollars (\$200.00) for the year 1972. All employees covered by this Agreement shall receive an annual clothing allowance of two hundred fifty dollars (\$250.00) for the year 1973.

ARTICLE XIV

OVERTIME

On or after November 1, 1972, the Association may give notice to the Town of its desire to reopen negotiations for the year 1973 for the purpose of amending the Agreement to add an article for the payment of time and one-half for overtime work performed in 1973 provided the Legislature of the State of New Jersey enacts legislation permitting municipalities to pay overtime.

ARTICLE XV

WAGES

Wages shall be paid to all employees covered by this Agreement in accordance with Appendix A attached hereto and made a part hereof.

ARTICLE XVI

DURATION

This Agreement shall be in full force and effect as of January 1, 1972, and shall be in effect to and including December 31, 1973. On or after September 1, 1973, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement.

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

Witnessed:

Wm. H. Hague

Town of Morristown

Candace C. Catterall  
Patrolman's Benevolent Association

Witnessed:

William E. Wilson

Patrolman's Benevolent Association,  
Local No. 43

Robert J. ...  
Daniel R. ...