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JUN 25 1989

Between

**RUTGERS UNIVERSITY**

TOWNSHIP OF PARSIPPANY-TROY HILLS

MORRIS COUNTY, NEW JERSEY

and

P.B.A. LOCAL # 131

(Patrolman)

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JANUARY 1, 1989 through DECEMBER 31, 1991

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PREAMBLE

This agreement entered into this 29<sup>th</sup> day of December , 1989 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 (Patrolmen), (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" 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 contract.

B. The employees will have the right to make a grievance on 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

ARTICLE II (Continued)

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 three (3) 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

ARTICLE II (Continued)

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) 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

ARTICLE II (Continued)

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 it's legal obligation to exercise it's 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 reasonable 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.



ARTICLE II (Continued)

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.

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

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 house, 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

ARTICLE II (Continued)

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 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.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and

ARTICLE III (Continued)

authority under R.S. 40A or R.S. 11 or other national, state,  
county or local laws or ordinances.

ARTICLE IV

SALARIES

A. The salaries of the Patrolmen shall be as follows for the year 1989:

Start:	\$22,371.57
After the first year of service:	25,844.79
After the second year of service:	29,306.58
After the third year of service:	36,259.93

B. The salaries of the Patrolmen shall be as follows for the year 1990:

Start:	23,825.72
After the first year of service:	27,524.70
After the second year of service:	31,211.50
After the third year of service:	38,616.82

C. The salaries of the Patrolmen shall be as follows for the year 1991:

Start:	25,374.39
After the first year of service:	29,313.80
After the second year of service:	33,240.24
After the third year of service:	41,126.91

D. Each Patrolman on his anniversary date will step to his new position under the guide.

E. The 1989 salaries shall be retroactive to January 1, 1989 and a retroactive check shall be issued as soon as practical.

F. The 1990 salaries shall be retroactive to January 1, 1990 and a retroactive check shall be issued as soon as practical.

ARTICLE V

HOURS AND OVERTIME

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

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

ARTICLE V (Continued)

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 regular scheduled work hours. The shift commander can hold a Patrolman for the entire four (4) hours for any designated police work.

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 a Police In-Service Training School on his day off, which is less than eight (8) hours in length, will be guaranteed time and one-half off, at the shift commander's discretion. Not to exceed eight (8) hours.

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

ARTICLE V (Continued)

base rate of pay plus the Patrolman's longevity percentage for the full shift worked.

C. Regular officers will be given the option of working at the special rate of \$17.50 per hour for additional Township police services, examples of which are major sporting events, Township or community social events or ceremonies, or in other special circumstances where special officers would normally be utilized. This Article is not a waiver of rights agreed to in Article V, D, 1 - 7.



ARTICLE VI

HOLIDAYS AND PERSONAL DAYS

A. The following holidays shall be allowed:

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

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.

C. Personal Days - The Township agrees to give each Patrolman six (6) personal days in 1989 and six (6) personal days in 1990 and 1991 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. Personal days may be accumulated on an unlimited basis.

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

ARTICLE VII

EDUCATIONAL BENEFITS

A. The Township agrees to pay 100% of all tuition in advance, and books for regular patrolmen enrolled at a recognized institution of higher education offering a program leading to an Associate or Baccalaureate Degree, or higher, in Police Science or approved related fields, provided the individual has successfully completed the course or courses. In the event a Patrolman 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. 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 \$18.00 per credit earned in compensable units of thirty (30) credits each so that for every thirty (30) credit units completed a Patrolman will receive an additional \$540.00 to a maximum of \$2,160.00 over and above his base annual salary. This amount will be considered in base salary and included in bi-weekly paychecks.

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

ARTICLE VII (Continued)

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 Identi-Kit operation, homicide investigation, organized crime, sex crime, 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 totalling over one hundred (100) credited hours shall be compensated at the rate of three (\$3.00) for all hours earned through 1991. No payment shall be made for less than one hundred (100) hours.

4. Once earned, the increments shall continue and be included in 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.

ARTICLE VIII

EXPENSES

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

B. The expense account for investigators will be \$900.00 in 1989 and \$1,000.00 in 1990 and 1991. Said money shall be used for police purposes at the discretion of the investigator and paid quarterly.

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

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

1. In county \$20.00 per day.
2. Out of county \$30.00 per day.
3. In state, further than sixty-five (65) miles from police Headquarters, \$40.00 per day, plus room & meals.
4. Out of state \$40.00 per days, plus travel, room & meals.
5. Sea Girt (Basic Training) over fifty (50) miles, Township shall pay for rooms, meals, and khakis and one hundred (\$100.00) dollars for expenses.

E. A doctor's certification, if required by the Township, and performed by a Township designated physician, shall be paid

ARTICLE VIII (Continued)

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. 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 benefits are provided. The Township agrees to increase the outpatient mental and functional nervous disorder coverage to an upper limit of five thousand <sup>was 25,000</sup> (\$5,000.00) dollars for employees and family. *added*

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 (\$50,000) dollars for each Patrolman. 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 Officers Liability Insurance Policy. 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 one hundred seventy five (\$175.00) dollars per person in 1989 and

ARTICLE IX (Continued)

two hundred (\$200.00) dollars per person in 1990 and 1991 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 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. The Township is in the process of reviewing and evaluating the benefits and costs of the various insurance programs. These areas shall be considered in the review. The Association will be allowed to participate in the Township review of insurance plans with the intent of upgrading existing health benefits for the year 1992.

I. If an employee dies during the course of his employment with the Township, the Township agrees to continue for the the benefit of the employee's spouse and children, all medical coverage listed in Paragraph A, Article IX, afforded members of the Association. The medical coverage afforded the spouse and children shall continue in effect until the spouse remarries or the children attain the age of 19, unless the children remain full time students, then the coverage will remain until the age of 23.

J. The Township agrees to provide enrollment into

ARTICLE IX (Continued)

catastrophic insurance coverage.

K. The Township agrees to increase the orthodontic benefit to twenty five hundred (\$2,500.00) maximum per person. :

*W. J. King*

*W. J. King*



ARTICLE X

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 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.

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

ARTICLE X (Continued)

by a Township designated panel physician.

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

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

MARRIAGE LEAVE

A. Marriage leave shall be granted in the amount of eight (8) consecutive working days without loss of regular straight time pay.

B. 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. Beginning January 1, 1989, 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.

2. From one (1) through and including five (5) years of service - fourteen (14) working days.

3. From six (6) years of service through nine (9) years of service - eighteen (18) working days.

4. From ten (10) years of service through fifteen (15) years of service - twenty-two (22) working days.

5. After fifteen (15) years of service - one (1) additional day for each year of service.

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, his vacation shall remain in force and effect.

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

ARTICLE XIV

LONGEVITY

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

As indicated in IV only.

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%

ARTICLE XV

CLOTHING ALLOWANCE

A. The clothing allotment for Patrolmen shall be \$775.00 in 1989 and \$825.00 in 1990 and 1991. Investigators shall be granted an additional \$100.00 clothing allotment. This allotment shall be used at the officer's discretion during the calendar years. Uniformed officers may use up to 30% of this clothing allowance to purchase civilian clothing.

B. Itemized bills or requisitions must be submitted to the Chief of Police for his approval prior to voucher authorization.

C. Upon discharge, resignation, or retirement from the Department, a Patrolman shall be required to turn back to the Department only the uniforms purchased that year and the preceding year, as well as all equipment obtained from the Department.

D. All expenses for any changes or addition in uniforms or equipment mandated by management, shall be paid for by the Township.

E. A cleaning and maintenance allowance of \$300.00 per year shall be paid to all Patrolmen, no later than June 30th of each year.

ARTICLE XVI

RETIREMENT BENEFITS

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

B. Upon termination of employment, an employee of good standing will receive pay of one (1) day's base salary and longevity for each two (2) days of accumulated unused sick leave after ten (10) years' service; or one (1) day's base salary and longevity 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 (1) 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 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, 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 employees 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-time student, coverage shall continue until age 23 or until the



ARTICLE XVI - continued

child ceases to be a full time student. After the retired employees death, his/her spouse shall continued to be afforded the above benefits throughout his/her lifetime and the employees children shall continue to be insured as stipulated above.

D. Upon termination of employment, an officer or his beneficiary 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. 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 these days will be at the rate of pay that is equivalent to the employee's yearly salary (including longevity), divided by two hundred nineteen (219), the average days worked per year.

F. **TERMINAL LEAVE:**

An employee may accumulate, without limit, all unused sick, vacation and personal days to be used toward terminal leave. 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.

ARTICLE XVI (continued)

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.

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

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 employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Noting 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 II of the Civil Service Act of the State

ARTICLE XVIII Continued)

of New Jersey. If the grievant elects to proceed under Civil Service, he waives his right to proceed under this grievance procedure. The Agreement shall be followed in its entirety unless any step is waived by mutual consent of the parties. If the Township elects to grieve under this procedure, it also waives its right to proceed under Civil Service.

Step 1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) days of the act being grieved, and an earnest effort shall be made to settle the grievance informally. Failure to act within the said fifteen (15) days shall be considered an abandonment and waiver of the grievance. The immediate 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 termination by the Chief, the matter shall be filed with the Mayor. The Mayor shall review the matter and make his determination within thirty (3) 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

ARTICLE XVII (Continued)

of the Mayor's decision, notify the Mayor in writing that he wishes to take the matter to binding arbitration.

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

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

ARTICLE XVII (Continued)

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 willful absence of any employee from his position, or stoppage of work or abstinence 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, 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. The Township shall institute and maintain a program whereby employees covered under this Agreement may subscribe to purchase United States Savings Bonds. Participation in the program shall not be obligatory.

B. The Township agrees to deduct the sum of five (\$5.00) dollars per pay period and transfer said funds to the account entitled P.B.X. 131, #554-005-2600 in the United Jersey Bank, Par-Troy Branch, upon the receipt by the Township of a signed authorization from each Patrolman, which authorization will be properly acknowledged by a Notary Public of the State of New Jersey.

C. The parties to this Agreement recognize the award of Arbitration:

In the Matter of the Arbitration between:

Parsippany-Troy Hills P.B.A. Local 131

and

Parsippany-Troy Hills Township

Case Number: 1839 0453 75D

D. 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.

E. 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).



ARTICLE XIX (Continued)

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

ARTICLE XX

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., Livingstown, New Jersey.

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 covered 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 XXI

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 XXII

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 XXIII

RETROACTIVE INCLUSIONS AND EXCLUSIONS

A. The aforementioned salaries and benefits for the year 1989 shall be paid retroactively from January 1, 1989.

B. All Retroactive Benefits shall be afforded to all employees who were actively employed and/or who were on terminal or disability leave on January 1, 1989 and therefore would have been covered by this agreement if it had been passed and signed on this date.

ARTICLE XXIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1989 and shall remain in full force and effect to and including December 31, 1991, 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

25<sup>th</sup> date of December, 1989

P.B.A. LOCAL 131

(Patrolmen)

TOWNSHIP OF PARSIPPANY-TROY HILLS

MORRIS COUNTY, NEW JERSEY

BY:

John J. Wiener

[Signature]

WITNESS:

Michael A. Leckerman

WITNESS:

Annette Thurkauf

ANNETTE THURKAUF  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT 12 1991