

CONTRACT

S-14

AGREEMENT

BETWEEN

THE TOWN OF MORRISTOWN, NEW JERSEY

AND

POLICEMAN'S BENEVOLENT ASSOCIATION

LOCAL NO. 43

(Patrolmen)

JANUARY 1, 1992 THROUGH DECEMBER 31, 1993

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PREAMBLE

This Agreement, made and entered into as of this day of , by and between the Town of Morristown, a Municipal Government in the County of Morris, State of New Jersey, hereinafter sometimes referred to as the Town and the Policeman's Benevolent Association, Local No. 43, hereinafter sometimes referred to as the Association, is the final and complete understanding between the Town and the Association on all negotiable issues and as such, will serve to promote and maintain a harmonious relationship between the Town and those of its employees who are subject to this Agreement, in order that more efficient and progressive police service be rendered.

Upon execution of this Agreement, both parties agree that the provisions of all prior written agreements shall be superseded and no longer be of any force and effect.

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.

Section 2: Unless otherwise indicated, the terms "patrolman," "employee" or "employees" when used in the Agreement refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

ASSOCIATION SECURITY

Section 1: Employees may request dues deduction for PBA dues in accordance with the requirements of N.J.S.A. 52:14L-15.9e. Any employee may withdraw from the dues deduction program effective either January 1 or July 1, by giving written notice in advance of those dates as provided by said statute. The Association shall provide the necessary dues deduction forms and shall secure signatures of its members on the forms, and shall deliver the signed forms to the Town Director of Revenue and Finance or his designee. The Association shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of, action taken by the Town in reliance upon salary deduction authorization cards submitted by the Association.

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 twice each month from the salary of each employee the sum certified as Association dues and forward the sum certified as Association due to the Association Treasurer and/or any other duly authorized officer.

ARTICLE III

GRIEVANCE PROCEDURE

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: Definition

A. Grievance - A grievance is an alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regard to the Agreement's meaning or application. (This is also referred to as a contractual grievance). A grievance as defined herein shall also include a dispute concerning the meaning, interpretation or application of personnel policies or administrative decisions affecting the welfare of an employee covered under this Agreement. Such latter grievance, which is known as a non-contractual grievance, may only be processed to Step 4 below. The term grievance (including contractual and non-contractual) and the grievance procedure set forth herein shall not apply:

(1) To matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A.all:1-1 et seq., the Civil Service Law, and provided a method of review is prescribed by Civil Service Law, rule or regulations;

(2) To matters which involve the interpretation or application of any other State or Federal statutes or rule or regulation of any Federal or State agency and in which a method of review is prescribed by law, rule or regulation;

(3) To matters where the Town is without authority to act. Immediate Superior - An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under this Agreement.

The parties agree that disputes shall be resolved at the lowest administrative level. Thus, the parties shall encourage, if possible, the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment to the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Procedure

A. An aggrieved employee must file his grievance in writing with his immediate superior within ten (10) calendar days of the occurrence of the matter complained of, or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance unless good cause is demonstrated for the delay.

Step 1: Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within five (5) calendar days by the immediate superior, the employee must present his grievance to the Captain in charge of the Division.

Step 2: The procedure and the time limit for resolution at the Captain's level shall be the same as that discussed above for the immediate superior.

Step 3: In the event there is not a satisfactory resolution of the grievance at Step 2 or an answer not given within the time provided, the aggrieved employee may present his grievance to the Chief of Police or his designee within five (5) calendar days thereafter. Upon receipt of the grievance, the Chief or his designee shall investigate the grievance and shall render a decision thereon within ten (10) calendar days.

Step 4: In the event there is not a satisfactory resolution of a grievance at Step 3 or no decision rendered by the Chief or his designee within the time allowed, the aggrieved employee may appeal to the Business Administrator within ten (10) work days thereafter. Where an appeal is filed at this Step the griever shall file:

1. Copy of the written grievance below
2. statement of factual and legal contentions upon which the griever relies
3. a statement of the results of prior discussions thereon, and
4. a statement of the griever's dissatisfaction with such results.

The Business Administrator shall have ten (10) days from the receipt of the grievance within which to render a decision.

Grievances involving the meaning, interpretation or application of personnel policies and/or administrative decisions shall be finally decided at this Step by the Business Administrator. Only contractual matters may be appealed to Step 5 or above. Step 5: If the grievance is not settled through Step 4, then either the Association or the Town may move an arbitrated grievance to arbitration by notifying the Public Employment Relations Commission. The request for arbitration shall be made

within fourteen (14) days after decision is rendered at Step 4. Request for arbitration shall be made upon written notice to the opposing party.

An arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employment Relations Commission, and shall be appointed to hear the grievance and render his award in writing. The award shall be final and binding on both parties. The cost of the arbitrator's fee shall be paid by the losing party as well as all other costs reasonably related to the arbitration including the prevailing party's attorneys fees. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue his decision within thirty (30) calendar days after the close of the hearing unless the time for rendering the award is extended upon the consent of the parties. The arbitrator shall only consider a dispute which comes within the definition of contractual grievance as set forth above under this Article and shall interpret this Agreement as written and shall have no authority to alter, amend or add to or delete from the terms of this Agreement.

Section 4: Miscellaneous

(a) If the Town fails to meet on any grievance and/or answer any grievance within the prescribed time limits as herein above specified, the grievance may be processed to the next Step of the grievance procedure if it is otherwise allowed by this Article.

(b) The Association and the Chief may waive by mutual agreement any Step up to Step 4.

(c) In the presentation of a grievance, an employee shall have the right to present his appeal or to designate a representative to appear with him at any Step in his appeal. An employee is entitled to be represented by an attorney of his own choosing at Steps 4 and 5.

Section 5: Change in Disciplinary Rights

In the event of an expansion or diminution of any of the rights of: (1) the Town, (2) the Association, or (3) any employees covered under this Agreement resulting from court decision or Legislative Act, then this Agreement shall be considered as amended accordingly where such change requires the Agreement to be amended to comply with law. The parties shall promptly meet to prepare language to incorporate said change for inclusion in the Agreement. Where court decision or Legislative Act does not require, but rather permits, a change to be made in the Agreement such permitted changes shall be the subject of negotiations between the Town and the Association at the time of Negotiations for a new contract.

ARTICLE IV

COURT TIME

If any employee is required to appear in Municipal Court, 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 Bureau on his day off, time off or vacation day, he shall be paid for each hour worked at time and a half his rate of pay, provided however, if the time worked is less than two (2) hours, he shall be paid a minimum of two (2) hours pay at his regular rate of pay for said appearance..

An employee shall not be compensated under this Article in any case in which he receives overtime pay under Article XIII. In no event shall there be any pyramiding of time or duplication of payment.

Court time shall not be paid to an employee who appears on his own behalf as a defendant in disciplinary proceedings or on personal business.

Effective upon the signing of this agreement, a retired member who must appear in court as a result of an action taken on behalf of the Town of Morristown, while employed by the Town of Morristown, shall receive monetary compensation equal to his/her hourly rate at the time of his/her separation.

ARTICLE V

STANDBY TIME

Whenever a member of the Bureau 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 VI

DETECTIVE ALLOWANCE

All past agreements regarding differential for members of the Detective or Juvenile Narcotics Division shall be null and void.

Officers in the position of Detective shall receive One Thousand Dollars (\$1,000.00) annually above their grade as compensation for continuation of investigations causing the employee to work beyond his or her regularly scheduled tour of duty. ("Continuation of Investigations"). Effective 01/01/93, said Detective Allowance shall be \$1,250.00 per year.

This allowance is the minimum amount of overtime compensation an employee in the Detective or Juvenile Narcotics Division shall receive for continuation of investigations. If the employee's cumulative annual overtime compensation for continuation of investigation is less than the allowance, the employee shall receive the allowance. If the employee's cumulative annual overtime compensation for continuation of investigations is in excess of the allowance, the employee will receive overtime pursuant to Article XIII, Section 2(a) for such overtime.

ARTICLE VII

COLLEGE INCENTIVE PAY

Each employee covered by this Agreement who is enrolled in a police science curriculum leading to an Associate or Bachelor's degree in police science at a recognized institution of higher learning shall receive in each calendar year the sum of \$7.50 for each credit hour successfully completed, or accepted by, that institution so long as he continues to earn additional credits in each succeeding calendar year. Should he fail in any year to earn additional credits toward a degree, payments for previously earned credits shall cease until he again earns additional credits at which time payments shall be reinstated on all previously earned credits.

Once having earned an Associate degree in police science, an employee shall receive annual payments for all earned credits leading to that degree whether or not he earns additional credits after receiving it.

Once having earned a Bachelor's degree in police science, an employee shall receive annual payments for all earned credits leading to that degree whether or not he earns additional credits after receiving it.

The number of credits on which payments under this clause shall be made is limited to 120. All payments under this clause shall be made in a lump sum in June of each year.

Members enrolled in police science curriculum leading to an Associate or Bachelor's degree as described above are eligible for tuition reimbursement upon successful completion of a course with at least a "C" grade.

ARTICLE VIII

HOLIDAY PAY

Every employee covered by this Agreement shall receive one day's pay, calculated at 10.75 hours per day, at his prevailing rate, for the following thirteen holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Election Day (General), Thanksgiving, Friday after Thanksgiving and Christmas.

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

An individual member who has reached his 20th year of service shall have the option of receiving his Holiday pay included into his base salary. The November prior to the 20th year of service the member must notify the finance director in writing that he wants his holiday pay included in his base salary.

ARTICLE IX

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 X

DISCRIMINATION AND COERCION

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 XI

GENERAL PROVISIONS

Section 1: If any provision of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act, or by a Court or other Tribunal of Competent jurisdiction, such provisions shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 2: All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

ARTICLE XII

Clothing Allowance

All employees covered by this Agreement shall receive an annual clothing allowance as follows:

1992 - \$700.00

1993 - \$750.00

The clothing allowance shall be paid in one installment, on or before June 1st or 15 days after the adoption of the Municipal budget, whichever comes first. Certification for release of the clothing allowance will be signed by the Chief of Police for the entire department.

A certification shall be provided by each employee receiving such payments that the monies received shall be spent by the employee for uniforms and equipment. Within 90 days after receipt of a payment, the employee shall submit proof of purchase to the Chief or his designee. The Chief reserves the right to review the items of uniform and equipment purchased. Purchases shall be permitted for items shown below:

UNIFORM PERSONNEL

Uniform Shoes and Boots

Uniform Trousers

Uniform Shirts

Uniform Insignia/Jewelry

Uniform Caps

Hat and/or Breast Shield

Rain Cap Cover

PLAIN CLOTHES PERSONNEL

All Uniform Items

Civilian Trousers

Shirts

Jackets

Suits

Ties

Slush Boots

Orange/Black Rain Coats

Rain Coat

Slush Boots

Belts

Rubbers

Shoes

Garrison Belt

Socks

Sam Brown Belt

Top Coat-- Over Coat

Gun Belt Accessories & Leather Gear

Gloves

Handcuffs & Keys

Specialized Clothing/Body

Night Stick

Flashlight & Batteries

Summons Case

ACCESSORY ITEMS

Leather Jacket

Philadelphia Leather Coat

N.J. Police Manual

Duty Gun

Law & Job Related Texts

Holsters

(by prior approval of

the Coveralls

Chief)

Helmet -- Eye Protection

Body Armor

Gloves

Ammo

Whistle

Repair or alteration on all

Socks (Uniform)

authorized items

Magazine Clips

Shoe Police and Accessories

Clip Board

Gun Cleaning Kits

Brief Case

Folding Knife (Emergency)

Sweaters

Scarves

Insulated Vest

Long Underwear

Other approved police related equipment used to perform duties assigned.

The employer agrees to replace any clothing and or equipment enumerated below, that is damaged in the line of duty.

Patrol Unit: Uniform Hats
 Uniform Trousers
 Uniform Shirts
 Hat and/or Breast Shield
 All leather goods including leather coats

Plain Clothes Unit: Shirts
 Pants
 Jackets
 Coats
 All leather goods
 Shields

In the event the employer orders a change in the standard uniform, and the change is not at the option of the individual officer, the employer shall issue each new item or items to all present members. Such items shall become part of the standard issue to each new member.

ARTICLE XXI

TRAINING TIME

1. Recognizing the need for training, each employee agrees to participate in training sessions, exercises and meetings as defined in Paragraph 4 below. If the training occurs during an employee's off duty times, he shall be required to attend and such training will be considered as time worked and shall be compensated pursuant to Article XIII.

2. If an employee is required by law or by the employer to attend training sessions at a police academy or police technical school or other related school/agency, or receives permission from the Chief of Police to attend same, such attendance shall be considered as time worked and shall be compensated pursuant to Article XIII. If the employee's attendance is required by law or by the Employer, the Town shall provide him with those materials and supplies which are required of attendees.

3. Remedial training shall be required of an officer as a result of his failure to qualify with his duty service weapon or to achieve certification in CPR or first aid during the regularly scheduled training periods. He shall be required to achieve the same on his off duty time which shall be considered as time worked and shall be compensated pursuant to Article XIII. If the Town exercises its option to change the schedule as per Article XIII, paragraph 4 of this article shall apply.

4. Each employee shall provide a maximum of nine (9) hours of training time which shall be considered as time worked and shall be compensated pursuant to Article XIII. One (1) three hour segment shall be used for firearms training and qualification. The Chief may use the remaining six (6) hours in two (2) hour segments for training or Departmental meetings as he deems necessary. No member while on vacation, or on days off contiguous to his vacation, shall be required to attend. The training sessions, if not used during the current year, may not be accumulated. These training sessions shall be used for job related training conducted by a qualified/certified instructor. A training session outline shall be provided as part of the training order at least one (1) week prior to the training session. The training sessions shall be held during regular business hours (8-4) Monday through Friday insofar as possible so as to be convenient for the most number of affected personnel.

ARTICLE XXII

1. HOSPITAL, MEDICAL AND DENTAL INSURANCE

A. The Employer agrees to provide at no cost to the employee full Blue Cross and Blue Shield coverage including Rider "J" for all employees and their dependents as defined under the respective policies of insurance. Employer also agrees to provide major medical insurance to all employees and their dependents.

B. Effective January 1, 1987, or as soon thereafter as can be implemented by the insurance carrier, the Employer will provide PACE medical insurance coverage. Starting February 1, 1989 all members and dependents shall receive the Delta Dental Insurance Plan 1B.

C. An employee retiring after January 1, 1977, who has at least fifteen years of service with the Town at the time of retirement shall continue to receive coverage under this article at no cost to him.

D. The Employer has the right to change medical insurance carriers so long as coverage remains substantially similar to existing coverage. The PBA may submit any grievances concerning where coverage is substantially similar to binding arbitration prior to implementation of any change in carriers.

E. Any member who retires as a result of a line of duty injury, regardless of years served, shall continue to receive all medical and dental benefits at the Town's expense.

2. DENTAL INSURANCE

Effective February 1, 1989, the Town shall provide dental coverage, Delta Dental Plan 1B or equivalent, to the Bureau of Police employees. The value of the dental coverage negotiated in this contract equals 1.25% (percent) of the 1988 base salaries *. At the expiration of this contract the P.B.A. agrees to pay the difference between the 1.25% of the 1991 base salaries and the 1992 cost of the dental coverage.

*The percentage (1.25%), established by the 1989 P.B.A. contract, was derived by dividing the sum of the base salaries of the police officers (excluding longevity, holiday pay, clothing allowance, and college incentive pay) into the cost of the dental coverage provided to the police officers.

For Example, If 1.25% of the 1991 base pay equals \$38,000 and the 1992 cost of dental coverage is equal to less than this amount the P.B.A. will not be required to contribute to its dental coverage. However, if the cost of dental coverage in 1992 exceeds 1.25% of the 1991 base salary, the P.B.A. agrees to pay the difference between 1.25% of the 1991 base salaries and any dental coverage cost increase.

This method of calculating the employee contribution will be used at each subsequent renewal of the dental contract using the base salary of the year prior to the then current dental contract expiration. If the P.B.A. contract and the dental coverage contracts do not coincide, cost increase adjustments will be made upon each dental contract renewal.

For example, if the next P.B.A. contract expires in 1994 but the dental contract must be renewed in 1993 the new dental rate would be calculated by determining the base salaries for 1992 and dividing that amount into the cost of dental coverage. If the percent exceeds 1.25%, the P.B.A. would pay the cost difference in 1993, immediately upon renewal of the dental contract in a manner consistent with the Town's premium due date. The Town agrees to provide a copy of the premium payment schedule to the P.B.A. for this purpose.

Dental coverage is only available to employees and their dependents covered by this contract and on the Town payroll as of February 1, 1989. Dental coverage shall continue to be provided to those employees who retire after the dental coverage effective date; if they have a minimum of 15 years of service with the Town; or those retiring after February 1, 1989 on disability pension. Retirees who qualify for this coverage will be responsible for paying the difference between the current dental coverage cost and all subsequent dental coverage cost increases, if any.

ARTICLE XXIII

WAGES

Section 1:

A. Effective January 1, 1992, the base annual salary of each employee covered by this Agreement shall be:

Entrance Salary	\$31,942
After completion of six months service	\$32,463
Commencing the 2nd year of service	\$36,017
Commencing the 3rd year of service	\$39,583
Commencing the 4th year of service	\$43,150

B. Effective January 1, 1993, the base annual salary of each employee covered by this Agreement shall be:

Entrance Salary	\$34,018
After completion of 6 months service	\$34,573
Commencing the 2nd year of service	\$38,358
Commencing the 3rd year of service	\$42,156
Commencing the 4th year of service	\$45,955

Section 2.

The Town and the Association agree to negotiate the rate of pay received by employees for outside employment.

ARTICLE XXIV

POLICE OFFICER'S RIGHTS

Section 1.

Statutory Rights

Employees covered under this Agreement shall only have those statutory rights expressly accorded to him under Titles II and 40A of the New Jersey Statutes Annotated, the Rules and Regulations of the Department, all of which are incorporated herein by reference.

Section 2.

Guidelines for Investigatory Interviews with Employees
Which May Result in Disciplinary Actions

A. Should the Town decide to hold an "investigatory interview" with an employee, in certain circumstances described in Paragraph B below, that discussion may not take place without the presence of an employee representative.

1. The general principle is that when the Town conducts an investigatory interview with an employee and the employee requests the presence of an Association representative and the employee reasonably believes that the interview may result in disciplinary action, such interview cannot take place without the presence of the Association representative.

2. This rule would only apply to "investigatory interviews" designed to gather facts, which may be the basis for the composition of future discipline. Advance notice, where possible, will be given to the employee or the Association except in those circumstances where the Town believes that such advance notice may have an adverse impact upon the investigation.

3. The right arises only in situations where the employee requests representation. The employee may waive his right, and if he prefers, participate in an interview unaccompanied by an Association representative. The employee may request representation even after he initially has waived his right to the same. This may be done any time during the investigatory interview proceeding.

4. The employee's right to request representation as a condition of participation in an interview is limited to situations where the employee reasonably believes the investigation will result in disciplinary action. Where the employee has no reasonable fear that discipline will result from the Town's discussion the right to Association representation is not present. For example, the rule would not apply to typical daily working conversations, for example, the giving of instructions, direction to improve work techniques or training.

5. The exercise of the right may not interfere with legitimate Town prerogatives. That is, the Town has no obligation to justify their refusal to allow Association representation. Thus, the Town is free to carry on its inquiry without interviewing the employee. The choice is left to the employee between having an interview unaccompanied by his representative or having no interview and foregoing any benefits that may be derived from one.

6. The Town has no duty to bargain with any Association representative who may be permitted to attend the investigatory interview. The representative is present to assist the employee and may attempt to clarify the facts or suggest other employees who may have knowledge of them. The Town, however is free to insist that it is only interested at that time in hearing the employee's own account of the matter under investigation.

7. The Town may not discipline or take any other adverse action against an employee for refusing to participate in an investigatory interview without the presence of a representative. Nor may the Town discipline an Association representative who insists on representation of individuals who desire such representation at an investigatory interview.

8. If an employee has been the subject to an investigatory interview, he shall be notified of the outcome of the investigation after its completion.

9. Before an investigatory interview is conducted by any departmental representative, the employee being interviewed must

be made aware of his rights under this article immediately prior to each interview. In cases other than departmental investigation, if a member of the Bureau 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.

Section 3:

An employee shall have the right to inspect his personnel file if he makes a request in writing to do so in advance to the Chief or his designee. The request must only be made by the employee. Said inspection shall be scheduled insofar as possible within two working days after the request is received. The personnel file may only be examined by the employee in the presence of the Chief or his designee. The personnel file may only be copied for the employee and he must acknowledge receipt of a copy of said file in writing prior to the release of same. The written request to inspect must state the purpose for the request. An employee may only obtain one copy of each item in his personnel file.

Section 4.

The Town and the Association agree that a personnel file will be defined. Any item placed in the personnel file shall be signed or initialed by the officer and dated so as to show that the employee was made aware of such item. The officers signature or initials do not signify agreement with the item unless so specified.

The Association and the Town recognize that only nonconfidential information shall be placed in this file. Confidential information shall be kept in the Chief's confidential file. Confidential information used as the basis for a personnel action which the officer challenges by way of an appeal (1) to Civil Service or (2) to an arbitrator under this Agreement or (3) to a court or other tribunal of competent jurisdiction shall be shared with the officer or his designated representative upon written request to the Chief after the appeal is taken.

Section 5.

Whenever an employee is required or permitted to take a test or examination, be it educational, physical or psychological, a true and accurate original copy of the results of said test, examination or evaluation shall be made available to the employee upon receipt of a written request from said employee by the Chief of Police, Acting Chief or his designee. The report shall be made available within five (5) calendar days of said request.

ARTICLE XXV

ASSOCIATION REPRESENTATIVES

The Town will agree to excuse from duty no more than two employees at any one time provided their absence from duty (individually or collectively) does not unreasonably interfere with or interrupt normal operations of the Police Department. Such employees may attend a negotiations meeting or grievance meeting called by the Town without loss of pay. When negotiations are held and employees are off duty, it is agreed that the Association is permitted to have up to four representatives who are employees attend a negotiations or grievance meeting.

ARTICLE XXVI

NOTICE PRIOR TO SHIFT CHANGE OR LATERAL TRANSFER

The Town agrees, where feasible, to provide eight days notice to the employees involved prior to a shift change or a lateral transfer.

ARTICLE XXVII

PROMOTIONAL EXAMINATIONS

The Town agrees to maintain active certification(s) (Complete certification(s) for promotional examinations under Civil Service Rules and Regulations. When a certification is deemed incomplete under Civil Service procedures, the Town shall call for a new Civil Service test within a reasonable period of time for the position(s) to which the certification related.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

1. Hours of Work

A. Administrative and Investigative Personnel

The regular work week shall, as in the past, consist of an average of forty (40) hours per week made up of five (5) eight (8) hour tours of duty as scheduled and posted by the Chief of Police. Each work day shall consist of eight (8) consecutive hours.

B. Uniformed Division Personnel

The regular work week shall consist of four (4) ten and three quarter ($10 \frac{3}{4}$) hour work days. The schedule will consist of four (4) consecutive days on followed by four (4) consecutive days off averaging $37 \frac{1}{2}$ hours per week. To average forty (40) hours per week, two and one half ($2 \frac{1}{2}$) hours per week will be "banked" and utilized as one ten (10) hour training day per month.

2. Effective January 1, 1993, on a bargaining unit wide basis, if the sick time usage, out of the total available sick time pool, remains at 48% or below, the uniformed patrol division schedule referred to in this article, paragraph 1B, shall remain in effect. If the sick time usage rate is 49% to 59% of the total sick time pool, the parties shall meet to discuss how to reduce the sick time to a level of 48% or below. If the sick time usage rate is 60% or more of the total sick time pool, the

Town has the option of reverting back to an eight (8) hour schedule with sick time and vacation time also reverting for all employees, regardless of assignment with the Bureau of Police, to 1991 contract standards.

The following will not be included in the calculation of sick time usage:

- a. Injuries sustained on the job
- b. Verifiable illnesses and/or injuries in excess of eight (8) consecutive work days
- c. Other illnesses or injuries caused by special circumstances which by mutual agreement of the parties may be excluded.

If the Town decides to exercise its option by reverting to an 8 hour schedule for Uniformed Division employees, all employees shall receive 1% of their base salary added to their base salary, and based on the base salary on the date of implementation, effective the date of implementation of the new eight (8) hour work schedule.

3. Overtime

(a) Except as otherwise provided, all employees shall receive one-and-one half times their regular hourly rate of pay for all time worked beyond their normal tour of duty.

4. An employee's regular hourly rate of pay is determined by dividing his or her annual remuneration by 2080.

5. When an employee is ordered to report for duty outside of his or her normal tour of duty, he or she shall receive a minimum compensation of four (4) hours pay at his or her regular rate of pay, or time and one-half for hours actually worked, whichever is greater.

ARTICLE XIV

DISCIPLINE

A. The Town shall not discipline, suspend or discharge an employee without just cause. An employee who is disciplined or discharged shall receive a statement in writing outlining the reasons for such action.

B. If the Town chooses to suspend an employee as proceeded in the Rules and Regulations of the department. The employee shall receive a written explanation of "a" reason for the said suspension. This shall include emergency suspensions as provided in said department Rules and Regulations.

C. A copy of all disciplinary actions and their results shall be provided to the bargaining unit within five (5) calendar days following disposition. This information shall be given to the current PBA president or his Executive Board.

ARTICLE XV

MANAGEMENT RESPONSIBILITIES

Section 1: In order to effectively administer the affairs of the Town Government and to properly serve the public, the Town of Morristown hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Town;
2. To direct its working forces and operations;
3. To hire, promote, assign or reassign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees; and
5. To promulgate reasonable Rules and Regulations, from time to time, which may affect the orderly and efficient administration of the Town Government.

It is recognized that the Association shall not have the right to arbitrate action taken pursuant to this Article unless and until that right is provided by law.

Section 2: The Town's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of Rules and

Regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

Section 3: The Town shall furnish the Association with a copy of any change in the Rules and Regulations at least thirty (30) days prior to the effective date thereof.

In the event a proposed Rule or Regulation involves a mandatory term or condition of employment, the Employer shall negotiate same before any implementation; provided, however, that the Employer shall have the right to implement such Rule or Regulations without negotiation in the event of a bona fide emergency declared by the Chief; provided further that the Employer shall terminate the changes in the mandatory term or condition of employment after said emergency to later negotiate its implementation.

Except in an emergency situation, prior to any change in Rules and Regulations involving non-mandatory subjects of negotiations and governing the conduct of employees of the Morristown Police Department, the Town agrees only to advise and consult with the Association President or his designee fifteen (15) days prior to the issuance of any new Department Rules and Regulations and changes thereto.

ARTICLE XVI

LONGEVITY

Section 1. Employees covered by this Agreement shall receive, in addition to other compensation, longevity payments in accordance with the following schedule:

Commencing the 4th year	1% of base salary
Commencing the 8th year	2% of base salary
Commencing the 12th year	3% of base salary
Commencing the 16th year	4% of base salary
Commencing the 20th year	5% of base salary
Commencing the 24th year	6% of base salary

ARTICLE XVII

LEAVES

1. Bereavement Leaves:

All employees covered by this Agreement shall be permitted bereavement leave with pay not to exceed three calendar days beginning with date of death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, and grandparents. If the employee finds an additional day is necessary for reasons of extended travel, he shall be permitted to utilize a vacation or personal day for this purpose. In the event of the death of any other relative not specified above, a special leave of one (1) day may be approved upon proper application to the Chief of Police.

2. Sick Leave:

Sick Leave is defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious diseases, attendance upon members of his immediate family because of illness and requiring the care and attendance of such employee. A certificate of a reputable physician in attendance upon any employee or member of his immediate family may be required as proof of need of leave of absence and at the Town's discretion a physician of their choice can be called upon to document the need of leave of absence. Sick leave shall be provided as follows:

(a) During the first year of employment each employee shall be entitled to 13.44 hours of sick leave for each month of service.

(b) For each subsequent year of employment each employee shall be entitled 161.25 hours of sick leave for and during each such year.

(c) Unused sick leave shall accumulate from year to year and each employee in the event of illness or sickness shall be entitled to such accumulated sick leave with pay.

(d) 1. Sick leave shall be accumulated without limit during each employee's length of service.

Employees assigned to the Uniformed Patrol Division shall have all sick time accumulated until December 31, 1990 valued at 8 hours per accumulated sick day. Effective January 1, 1991, employees assigned to the Uniformed Patrol Division shall have begun to receive and accumulate sick time at the rate of 161.25 hours per year. For retirement buyout calculation purposes the employee shall be credited with 100% (8 hours per accumulated sick day) of his/her sick hours accumulated up to December 31, 1990. The employee will then, for retirement buyout purposes, be credited with 8.5 sick hours for each 10.75 sick hours accumulated following January 1, 1991. Employees assigned to other than the Uniformed Patrol Division, shall have all sick time accumulated until December 31, 1991 valued at 8 hours per accumulated sick day. Effective January 1, 1992, employees assigned to other than the Uniformed Patrol Division shall have begun to receive and accumulate sick time at the rate of 161.25 hours per year.

Employees assigned to other than the Uniformed Patrol Division shall be credited with 100% (8 hours per accumulated sick day) of his/her sick hours accumulated up to December 31, 1991. The employee will then, for retirement buyout purposes, be credited with 8.5 sick hours for each 10.75 sick hours accumulated following January 1, 1992. Upon retirement within the meaning of PFRS, the employee shall be entitled to pay on the basis of forty percent (40%) of verifiable sick leave hours accumulated as defined within this paragraph and not previously used.

2. Payment shall be calculated as follows:

Each payroll period normally shall consist of ten (10) working days, so that the daily rate of pay of each employee normally shall be 1/260th of his or her annual salary. The hourly rate shall be computed by dividing the weekly wage by the number of hours in the employee's prescribed work week.

e. Effective January 1, 1993, each employee shall receive, in January of each year, a statement from the Town which reflects the employees's accumulated sick, vacation and OTW time. The employee shall be able to request two (2) additional statements per year with the approval of the Chief of Police which shall not be unreasonably denied.

3. Disability Leave:

Whenever any employee on a full time basis is disabled through injury or illness as a result of and arising out of his employment as evidenced by a certificate of a reputable physician approved by the Town, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leaves of

absence with pay for a period of (30) days or so much thereof as may be required. If at the end of such thirty day period he is unable to return to duty, the Town may extend such disability leave for an additional like period at its sole discretion but in no event shall such extensions exceed a total of twelve months. Certificates of continuing disability shall be filed at the end of each thirty days by a reputable physician.

In the event an employee receives an award for permanent or temporary disability benefits through Worker's Compensation which compensated him for time lost from employment for the period during which he was receiving disability pay under this clause, said employee shall reimburse the Town for the amount received by him as compensation in a sum not to exceed the salary paid to him by the Town while on disability leave or the amount of the award whichever is lesser.

4. Military Leave:

Where an employee is a member of the National Guard, Air National Guard or a Reserve Unit of any of the armed forces of the United States and is required to engage in field training, he shall be granted military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect his vacation.

When an employee has been called to active duty or inducted to the military air or naval forces of the United States, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military

service. Such employee must be reinstated without loss of privileges of seniority provided he receives an honorable discharge and he reports for duty with the Town within ninety (90) days following his honorable discharge from military service.

ARTICLE XVIII

CONTINUANCE OF OPERATIONS

1. The Association acknowledges that the need for continued and uninterrupted operation of the Town's departments and agencies is of paramount importance to the citizens of Morristown and that there should be no interference with such operation.

2. In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the term of this Agreement, neither it nor any person acting in its behalf will cause, authorize, or support or take part in any strike (including the concerted failure of two or more employees to report for duty), mass resignation, mass absenteeism, work stoppage, slow down, walk out, or other job action against the Town. Nor shall any individual member or members take part in or instigate any of those activities aforesaid. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Association or its members.

ARTICLE XIX

VACATION

1. All employees shall be granted the following annual leave for vacation purposes with pay:

- (a) Upon completion of six (6) months
but less than (1) year 75.25 hours
- (b) Commencing 2nd year 139.75 hours
- (c) Commencing 3rd year 150.50 hours
- (d) Commencing 4th year 161.25 hours
- (e) Commencing 5th year 193.50 hours
- (f) Commencing 11th year 215.00 hours
- (g) Commencing 16th year 268.75 hours

2. The Association agrees to the Town's definition of "prime time" in the current standing order issued by the Chief governing vacations, see copy attached as Appendix B. The Association shall be given input but not negotiations on any change proposed by the Town in the policy on the number of officers off on vacation in a unit at any one time or on any change proposed by the Town in the definition of prime time for scheduling of vacations. Input shall be given to the Association not less than thirty (30) days prior to implementation of any such proposed change (s).

3. The Chief of Police shall allocate vacation periods in order to insure orderly operation and adequate continuous service but he will grant vacation insofar as possible in accordance with the desires of the employees covered by this Agreement in the order of their seniority and rank. Vacation will normally be taken in work week increments beginning on the first day of the duty week

and ending on the last day of the duty week. Any accrued vacations less than a full week may be taken any time during a work week with the approval of the Chief of Police. One officer per shift from the Patrol Division will be allowed on vacation at the same time. Officers working in the Investigative Unit and Services Unit take vacation in accordance with the guidelines set forth by the officer in charge of those units, with the approval of the Chief of Police. Any other vacations for a second officer on the same shift would be at discretion of the Chief of Police.

4. Accumulation of vacation leave beyond that earned in a one-year period shall be permitted only with consent of the Chief of Police. No employee shall be permitted to have accumulated in one-year period more than two times his/her annual allotment without written consent of the Business Administrator and then only for good and sufficient reason.

5. The Association agrees that during the week of the Annual PBA Convention vacation will be at the discretion of the Chief of Police.

ARTICLE XX

ATTENDANCE AT PBA CONVENTION MEETINGS

1. Without loss of pay, the Town agrees:

A. To permit a maximum of three employees total from both police units to attend the annual PBA Convention if said convention is held in a state other than New Jersey. Either unit has the right to request that a fourth representative attend the Annual Convention when it is held out of State for good cause shown, but the Chief may reject such request if it unreasonably interferes with the normal operations of the Police Department.

B. If the Convention is held in New Jersey, the Town agrees to allow up to four members to attend.

C. The Town agrees to permit the duly appointed local PBA delegate to attend the State PBA Mini-Convention. The PBA also may request an additional representative be excused to attend said Mini-Convention. The Chief of Police in his sole discretion, shall decide whether this employee-representative may attend. In the event the Chief denies this request, the PBA and/or representative denied attendance cannot grieve the Chief's decision under the Negotiations Agreement.

2. The Town agrees to allow the duly appointed local PBA delegate to attend monthly meetings of State PBA without loss of pay subject to the limitations that no more than one day off per

month shall be afforded to the delegate and aide delegate shall provide notice to the Chief of Police of his attendance at the meeting at least seven days in advance of the meeting. If the meeting occurs on a day when the delegate would normally be off duty, no additional time off will be forthcoming.

3. The Town agrees to allow one officer of the PBA to attend local meetings of the PBA without loss of pay to the extent of no more than one meeting per month and subject to his immediate return to duty in event of need.