

1136

A G R E E M E N T

between

BOROUGH OF MORRIS PLAINS

A Municipal Corporation of the State of New Jersey

and

P.B.A. LOCAL #254

January 1, 1991 through December 31, 1992

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AGREEMENT

This Agreement made and entered into this 18th day of July, 1991 by and between the Borough of Morris Plains, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough") and the PBA Local #254, (hereinafter referred to as the "PBA") is the final and complete understanding between the Borough and the PBA on all bargainable issues and is in addition to other benefits previously enjoyed by employees covered hereunder, and as such will serve to promote and maintain a harmonious relationship between the Borough and those of its employees who are subject to this Agreement, in order that more efficient and progressive public service be rendered.



ARTICLE I

Recognition and Scope

Section 1: The Borough hereby recognized the PBA as the sole and exclusive representative of all full-time, permanent employees under this Agreement for the purposes of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, as amended, concerning salary, hours and other terms and conditions of employment in the negotiating unit described below:

Patrolman, Sergeant, Lieutenant, and Detective Sergeant

All position titles not enumerated above are hereby excluded from the negotiating unit.

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

## ARTICLE II

### Employee's Rights

Section 1: An employee who is the State Delegate from Local #254 or his designee shall have his tour of duty off without loss of his normal pay on those days he attends State PBA meetings. State PBA meetings occur once a month and it is agreed that attendance at such meetings shall not interfere with the normal operations of the Police Department.

Section 2: Proposed new rules or modifications of existing rules governing working conditions (except rules or modifications which determine governmental policy) shall be negotiated with the majority representative before they are established.

Section 3: The Borough will permit employees to review their personnel file. Each employee may review his or her personnel file once each year upon one day written notice made to the Chief of Police. The Chief may waive this notice requirement. An employee may make notes regarding the information in his or her file; however, photographs or other reproductions of documents will not be permitted without the express written consent of the Chief.

Section 4: Sick Leave - Permission to Leave Residence: In instances when an employee wishes to leave his residence, he will call Police Headquarters and speak to the Chief of Police or his designee. He will state the nature of his illness and his present condition. Permission to leave his residence will not be unreasonably withheld in cases where the nature of the illness is such that normal activity will not delay the employee's return to duty.

The foregoing clarification is not intended to restrict the authority of the Chief of Police or his designee to deny permission if the circumstances warrant such action.

Section 5: Any complaint from an employee against another employee or from a citizen shall be examined by the appropriate authority. The employee against whom the complaint has been made shall be notified thereof within one (1) work week from the receipt of the complaint. If not so notified, the complaint cannot be brought up at a future date and shall not be placed in the employee's personnel file.



Section 6: An employee shall receive mileage reimbursement at the rate of twenty-two (22) cents per mile for the use of his personal vehicle on Borough business when travelling to and from seminars and schools for training approved in advance by the Chief of Police. While the member attends training the Borough shall provide suitable lodging and meals as necessary to an employee. Reimbursement for such expenses shall be applied for and made in accordance with a procedure approved by the Municipal Chief Financial Officer.

Section 7: Outside Employment

A. All requests to the Borough for the services of off-duty law enforcement officers in the Borough of Morris Plains shall be forwarded to the Police Chief for posting. The Law Enforcement Officer, when so employed in the Borough, shall be treated as an employee of the Public Employer.

B. The Borough and PBA agree that when all monies are received from such contracting work they shall be paid through the Borough's payroll process.

C. The rate of compensation to the law enforcement officer for such outside employment shall be recommended by the Police Chief and set by ordinance. The Borough will deduct appropriate taxes from the wages earned and will charge to the party requesting the services of the off-duty law enforcement officer, the wages, appropriate employer taxes, plus an administrative fee, which shall be set by the Borough at its discretion.

D. The wages earned through outside employment shall not be applied towards the pension benefits for the law enforcement officer so employed, nor shall hours worked for outside employment be considered in any way compensable as overtime.



### ARTICLE III

#### Vacations, Personal Days and Holidays

Section 1: Employees covered under this Agreement shall be entitled to vacation benefits as follows:

A. During the first year of employment, the annual vacation shall be one working day for each full month of employment prior to June 1st;

B. After employment of 12 calendar months through the fifth year of service, the annual vacation shall be two weeks -- ten (10) working days -- per calendar year;

C. From the 6th year through the 10th year of service, the annual vacation shall be ten (10) working days per year plus one additional day for each year of service over 5 years, to a maximum of three weeks -- fifteen (15) working days -- per calendar year;

D. From the 10th year through the 15th year of service, three weeks -- fifteen (15) working days -- per calendar year;

E. From the 16th year through the 25th year of service, three weeks -- fifteen (15) working days -- per year, plus one additional day for each year of service over 15 years to a maximum of five (5) weeks -- 25 working days -- per calendar year.

F. Entitlement to vacation benefits in any given calendar year shall be determined based on years of employment as of June 1st of that year. This is consistent with the current Borough personnel practices ordinance and the policy that has been implemented thereunder.

G. If an official holiday falls during an employee's vacation period, an additional vacation day will be granted in lieu of that holiday.

H. In order that proper coverage and scheduling be maintained in the Police Department, a maximum of only ten (10) consecutive vacation days shall be allowed at any one time to an employee during the period beginning June 1 through and including September 1 of a calendar year. During the period beginning January 1 through and including May 31 of a calendar year, an employee may use his entire vacation if he so desires.



Likewise during the period beginning September 1 through and including December 31 of any calendar year, an employee may use his entire vacation if he so desires. Upon advance written permission of the Chief of Police or of the Public Safety Committee of the Borough Council, the ten (10) days maximum referred to above, may be exceeded.

Section 2: A. Employees shall enjoy the holidays established by the Borough Council pursuant to Resolution No. 81-18. They are as follows:

New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	
Memorial Day	May 30
Independence Day	July 4
Labor Day	First Monday of September
Columbus Day	October 12
Election Day	First Tuesday in November
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

B. Payment for the above 12 holidays shall be made on the last payday in November of each year and shall include Christmas Day.

Section 3: Personal Days

Each employee shall be entitled to an allowance of three (3) work days' leave per year upon written request to, and the approval of the Chief of Police or his designee, for the following reasons:

- A. Court subpoena
- B. Marriage of the employee
- C. Personal business which cannot be attended to outside of work hours
- D. Established religious days

An unused personal day may not be accumulated from one calendar year to the next. This section supersedes any other writing, document or practice to the contrary concerning personal days. No additional personal days shall be allocated other than the three days set forth herein.



## ARTICLE IV

### Work Schedule and Additional Compensation

Section 1: An employee may change his shift for personal reasons provided the change in shift is accomplished pursuant to provisions set forth below and upon the conditions hereinafter stated.

A. Sufficient prior notice of schedule changes shall be given in writing to the scheduling Superior Officer so he can post changes. Failure to give sufficient written advance notice of schedule changes may result in disapproval of the schedule change or changes;

B. Shift changes will not be permitted when they:

1. Will place more or less employees on duty during the shift or work period than the number normally scheduled to serve duty during that shift or work period;
2. Will cause overtime to be paid to an employee, who would not otherwise receive overtime; or,
3. Will cause additional expense to the Borough.

Section 2: Employees shall work in accordance with schedules as posted by the Chief of Police of the Department, except as provided under Section 1 above.

Section 3: Superior Officers, when replacing patrolmen at the direction of the Chief, shall be given compensatory time off. Superior Officers, excepting Detective Sergeants, may be paid time and one-half for assigned overtime work at the discretion of the Chief. Detective Sergeants may be paid overtime at the discretion of the Chief when relieving another Superior Officer in a supervisory capacity.

Section 4: Any employee who is required to work on a holiday shall receive overtime compensation therefor calculated on a straight time basis. With the approval of the Chief, an employee who was so required to work may elect, in lieu of receiving such compensation, to add one day to his normal vacation, provided, however, that such right of election shall be limited to two holidays and accordingly, a maximum of two days may be added to said vacation in accordance with the foregoing.



Section 5: A minimum of three (3) hours pay shall be given for extra duty required of a patrolman during non-duty time authorized by the Chief, with the exception of daily traffic posts, emergency school crossing duty and court time. Early call-ins or completion of duties after tour has ended shall not be considered as extra duty for purposes of this Section.

Section 6: All employees, in addition to the salary and longevity set forth in other provisions of this Agreement, when required to attend Municipal Court sessions, shall be compensated by the payment of \$35.00 for each Court Session; provided, however, if more than one case is to be heard in Municipal Court, then, and in that event, only \$35.00 shall be paid for each Court session, irrespective of the number of cases the employee appears on at each court session. This section only applies where an employee is not on a regular tour of duty at the time of the court appearance. For purposes of this section, the term "Municipal Court" means both "Criminal Court" and "Motor Vehicle Court".

Section 7: An employee shall receive payment for incidental overtime to close out reports or complete jobs assignments at the rate of one and one-half times his normal hourly rate of pay for actual time worked in excess of thirty (30) minutes beyond his tour of duty.

Section 8: Notwithstanding the above Sections 3 through 7 inclusive, where an employee is required by the Fair Labor Standards Act, as amended, to be paid overtime for hours worked, he shall be provided overtime on the following basis:

- (a) Patrolman - time and one half pay based on the officer's regular hourly rate of pay calculated as required by the F.L.S.A.
- (b) Non-Exempt Superior Officers - time and one half compensatory time as permitted by F.L.S.A.

Superior Officers exempt from F.L.S.A. requirements shall be given compensatory time off on an hour for hour basis for overtime hours worked.

Section 9: A law enforcement officer who, is subpoenaed to appear at either a judicial or administrative proceeding, shall be paid at the rate of time-and-one-half his regular hourly pay, for the time he spends for such proceeding. In the event the law enforcement officer is already on duty at the time of his appearance, he shall be paid at his regular hourly rate of pay.



ARTICLE V

Salaries

Section 1: The Salary Guide and annual salaries for the positions of Patrolman, Sergeant, Detective Sergeant, and Lieutenant, effective January 1, 1991, and January 1, 1992, are shown on Schedule A attached.

Section 2: Employees hired as Probationary Patrolmen during the term of this Agreement shall be hired at the appropriate step of the applicable salary range at an annual salary to be determined by resolution of the Borough Council in their sole discretion:

PROBATIONARY PATROLMAN

(a) Effective January 1, 1991:

Probationary Period  
Step 1  
Step 2

Annual Salary

\$24,718.01  
\$27,434.05  
Employee advances to  
Step 1 of the regular  
patrolman's guide.

(b) Effective January 1, 1992:

Probationary Period  
Step 1  
Step 2

Annual Salary

\$26,201.09  
\$29,080.09  
Employee advances to  
Step 1 of the regular  
patrolman's guide.

After one (1) year as a Probationary Patrolman, the Chief of Police shall recommend to the Public Safety Committee that the Probationary Officer shall:

- (a) Remain in probationary status
- (b) Be appointed as a regular Patrolman
- (c) Be dismissed

The Borough Council shall act on this recommendation within sixty (60) days.

Section 3: All employees shall be in a salary grade as determined by resolution adopted by the Borough Council. All employees including employees promoted during the term of this Agreement shall have an anniversary date as may be determined by the Borough Council by resolution.

Section 4: All employees, hired prior to January 1, 1991, shall, in addition to the salaries set forth above, be entitled to longevity pay as follows:

CONTINUOUS YEARS OF SERVICE	AMOUNT OF LONGEVITY
1 - 4	None
5 - 10	\$300.00
11 - 14	\$450.00
15 - 18	\$550.00
19 - 21	\$650.00
Over 21	\$750.00

For the purpose of longevity, an employee's anniversary date is to be considered as the first day of the calendar quarter in which he or she was hired. The longevity pay provided for by this section shall be paid bi-weekly at the same time and in addition to the regular salary as provided above. All employees hired after January 1, 1991, shall not be entitled to longevity pay.

Section 5: Any patrolman, sergeant, or lieutenant, who is assigned to the Detective Bureau, shall receive an annual stipend in the amount of \$1,825.00 which shall continue so long as he remains assigned to the Detective Bureau. The stipend shall be paid along with the employee's bi-weekly pay; however, the stipend shall not be part of base salary. This section excludes Detective Sergeant whose annual compensation is as provided in Schedule A and shall not include an annual stipend.



## ARTICLE VI

### Education

Section 1: In addition to the foregoing, and as college incentive compensation, upon achieving the following educational levels the following sums (hereinafter referred to as "incentive compensation") will be added to the appropriate above-stated base pay of a police officer attending an accredited college and taking educational courses which constitute credit toward either an Associate or Bachelor's Degree in Police Science or in Law Enforcement: \$100.00 per annum upon the successful completion of a total of 16 credits and an additional \$100.00 per annum upon successful completion of each 8 additional credits thereafter up to a maximum of \$900.00 per annum for an Associate Degree and \$1,800.00 per annum for a Bachelor's Degree.

Section 2: The incentive compensation shall be paid to the police officer during the period of time that he is attending college and taking courses, as aforesaid, and shall be continued after an Associate or Bachelor's Degree has in fact been obtained; provided, however, that the incentive compensation shall cease and terminate as hereinafter provided, for a police officer who has not obtained an Associate or Bachelor's Degree and who has not attended college and taken courses, as aforesaid, for a period of one year from the date of successful completion of the last course of study taken. If a police officer returns to college, all benefits accrued hereunder shall be reinstated upon successful completion of one year of study, provided said officer returns to college within five (5) years from the date of successful completion of the last course of study taken. Failure to return to college within said five (5) year period shall result in a forfeiture of entitlement to all benefits previously accrued hereunder.

Section 3: Any and all determinations and evaluations for compensation to be paid hereunder shall be made as of January 31 in each year. The benefits provided in this section shall be paid in a lump sum, once per year, during the last week of May of each calendar year.

Section 4: The Borough hereby agrees to pay the cost of tuition and books (only), to Officers pursuing an Associate Degree, Bachelor's Degree or a Masters' Degree subject to the following conditions:

(A) The courses to be taken must be job related and must be certified to this effect by the Chief of Police and the Chairman of the Borough Council Public Safety Committee.

(B) Payment of tuition and books (only) by the Borough is contingent upon successful completion (satisfactory passing) of the courses so certified as required by paragraph (A).

(C) Payment shall be made as provided under Section 3 above.



## ARTICLE VII

### Medical and Dental Benefits

Section 1: Physical Examination: Each employee shall be required to take a physical examination at the expense of the Borough as provided by the schedule hereinafter set forth. Examinations will be performed by a medical association engaged by the Borough. Employees will be scheduled for physical examinations as follows:

All employees covered under this Agreement who are 40 years of age and older shall be scheduled annually and those who are under 40 years of age shall be scheduled bi-annually.

Section 2: The Borough reserves the right to implement physical fitness standards after discussion with the P.B.A.

Section 3: Employees shall receive hospitalization benefits and major medical as provided by the State of New Jersey Health Traditional Benefits Plan; premium to be borne by the Borough. The Borough shall not pay the premium cost for any individual on Disability Pension.

Section 4: The deductible amount for hospitalization and major medical benefits for all employees and their dependents, if any, shall be \$200.00 per year.

Section 5: Effective upon execution of this contract or as soon thereafter as possible employees shall receive dental benefits as provided by the Delta Dental Plan II-A (plus child orthodontic benefits); premium cost to be borne by the Borough. Effective January 1, 1992 employees covered under this agreement shall contribute \$50.00 toward the cost of health benefits. Employee contributions will be deducted from the employees' bi-weekly pay.

Section 6: The Borough shall enroll all eligible employees in the New Jersey State Disability Plan. The Borough and the Employee shall equally share payment for such enrollment in the plan. Any subsequent increase in premium shall also be equally shared.

ARTICLE VIII

Clothing Allowance

A clothing allowance of \$500.00 per Police Officer shall be permitted and allowed during the term of this Agreement. The allowance shall be paid, in full or in part, only upon submission of a voucher which is signed by the seller of the clothing who shall thereby certify that the articles of clothing referred to thereon were sold or delivered, and signed by the Police Officer who shall thereby certify to the receipt of same. All payments hereunder shall be made directly to the Police Officer purchasing the articles of clothing.

## ARTICLE IX

### Borough Rights and Responsibilities

Section 1: In order to effectively administer the affairs of the Borough and to properly serve the public, the Borough of Morris Plains 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 Borough;
2. To direct its working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action; and
5. To promulgate reasonable rules and regulations from time to time, which may affect the orderly and efficient administration of the Borough.

Section 2: The Borough'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 laws of New Jersey and of the United States.



## ARTICLE X

### Grievance Procedure

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

Minor discipline shall be the subject of the grievance procedure. This procedure shall not apply to matters which involve the interpretation or application of any Federal or State statutes or rules or regulations of any Federal or State agency in which a method of review is prescribed by law.

The procedure for settlement of grievances shall be as follows:

#### A. Step One

In the event that any employee covered by this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the officer in charge of the Department in the event of the Chief's absence. The grievance may be discussed informally by the grievant and the Chief or his designee within the ten (10) working days designated for filing.

#### B. Step Two

If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter

in dispute. The employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

C. Step Three

- (1) If no satisfactory resolution of the grievance is reached at STEP TWO then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The arbitrator shall have the full power to hear the grievance and make a final and binding decision. The decision shall neither modify, add to, nor subtract from the terms of the Agreement, rules or regulations. The arbitrator shall have the right to order a remedy where appropriate.
- (2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.
- (3) Failure to act within the contractual time periods shall constitute an abandonment of the grievance.
- (4) Employees covered by this Agreement shall have the right to process their own grievance without representative.
- (5) The Borough's representatives and the Union may extend deadlines and time limits by mutual agreement.
- (6) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as it may incur.



ARTICLE XI

General Provisions

Section 1: This Agreement constitutes the complete and final understanding and resolution by the parties of all negotiable issues which were, or could have been, the subject matter of negotiations between them.

Section 2: 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 provision shall be inoperative, but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3: 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

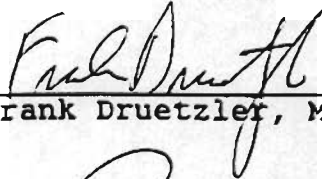
Duration

This Agreement shall have a term from January 1, 1991, through December 31, 1992. If the parties have not executed a successor agreement by December 31, 1992, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

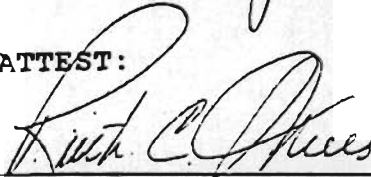
BOROUGH OF MORRIS PLAINS

PBA LOCAL 254

  
\_\_\_\_\_  
Frank Druetzler, Mayor

  
\_\_\_\_\_  
Martin L. Callahan, President

ATTEST:

  
\_\_\_\_\_  
Ruth C. Mills, Borough Clerk

  
\_\_\_\_\_  
Michael Shay, Secretary



SCHEDULE A

1991-1992 Salary Guides

<u>PATROLMAN</u>	Effective 1/1/91	Effective 1/1/92
1st year	\$32,772.59	\$34,738.95
2nd year	\$34,942.11	\$37,038.64
3rd year	\$36,671.41	\$38,871.69
4th year	\$38,400.68	\$40,704.72
5th year	\$40,098.51	\$42,504.42
6th year	\$41,827.82	\$44,337.49

<u>SERGEANT</u>		
1st year	\$44,060.23	\$46,703.84
2nd year	\$45,034.88	\$47,736.97
3rd year	\$46,072.49	\$48,836.84
4th year	\$47,110.05	\$49,936.65

<u>DETECTIVE SERGEANT</u>		
	\$49,027.99	\$51,969.67

<u>LIEUTENANT</u>		
1st year	\$47,613.12	\$50,469.91
2nd year	\$48,587.86	\$51,503.13
3rd year	\$49,625.42	\$52,602.95
4th year	\$50,663.02	\$53,702.80