

# AGREEMENT

*Between*

TOWNSHIP OF PARSIPPANY – TROY HILLS  
MORRIS COUNTY, NEW JERSEY

*and*

P. B. A. LOCAL # 131A (S.O.A.)  
(Superior Officers Association)

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JANUARY 1, 2022 - DECEMBER 31, 2025

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## PREAMBLE

**THIS AGREEMENT** entered into this \_\_\_\_\_ of \_\_\_\_\_, 2024 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 #131A (SUPERIOR OFFICERS ASSOCIATION)** ((hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

## PURPOSE OF AGREEMENT

The Township and the Union agree that it is the general purpose of this Agreement to promote the mutual interests of the Township and its Employees, to maintain the existing harmonious relationship between the Township and its Employees in the Police Department, to provide for the operation of the services provided by the Township under methods which will further, to the fullest extent possible, the safety of the Employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, avoidance of interruptions to services, establish an equitable and peaceful procedure for resolution of differences, and establish rates of pay, hours of work, and other terms and conditions of employment. The parties of this Agreement agree to cooperate fully to secure the advancement and achievement of these purposes.

## PUBLIC EMPLOYEES

The Police Department and the individual members of this PBA Bargaining Unit agree to regard themselves as Public Employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct so that they merit the respect and confidence of the general public. Members are considered employees of the Township, and are held accountable as such, whether on duty or off duty.

MANAGEMENT PERSONNEL

The members of the PBA Superior Officers' Bargaining Unit, individually and collectively, are to regard themselves as management personnel and to carry out their managerial duties and responsibilities in a manner consistent with generally accepted management theory and practice.

ARTICLE I

RECOGNITION

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

ARTICLE II

MANAGEMENT RIGHTS

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

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

b. 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;

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

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

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

### **ARTICLE III**

#### **SUPERIOR OFFICERS RIGHTS**

A. The Superior Officers in the employee unit will have all rights granted under this Agreement.

B. The Superior Officers will have the right to grieve any issue arising under the terms of this Agreement, or their promotion.

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

1. The Township shall permit members of the Association Grievance Committee, consisting of the President of the Association or their 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 regular straight time pay. Such business consists of conferring with Superior Officers and Township officials on specific grievances under the Grievance Procedure. The foregoing business may be conducted provided there is no interference in the operation of the Police Department as determined by the Chief of Police.

2. Subject to the manpower needs of the Department, the Township will allow the Association President or their authorized representative, and two (2) alternate delegates to attend the State and National conventions of the Association and the annual League of Municipalities Convention. Said convention attendance limited to three (3) days maximum at no loss of regular straight time pay to the extent that said conventions occur during their regularly scheduled tour of duty. Each individual shall be entitled to a total of \$250.00 expenses. The member shall submit proper verification within seven (7) days upon returning and proof of attendance shall be furnished, if requested. Attendance at said conventions shall not count towards the computation of overtime.

3. Subject to the manpower needs of the Department, the Township will allow the Association President and two (2) alternate delegates or their designees to attend the New Jersey State P.B.A. annual convention at no loss of regular straight time pay to the extent that said convention occurs during their regularly scheduled tour of duty. Each individual shall be entitled to a total of \$300.00 expenses. The member shall submit proper verification within seven (7) days after returning. Attendance at said conventions shall not count towards the computation of overtime.

4. Provided there is no interference with the operation of the Police Department, and further provided that advance permission has been granted by the Chief of Police, Association Officers and/or one (1) on duty Superior officer from each Division, not to exceed a total of three (3) individuals, may be permitted to leave their posts in order to conduct business of the Superior Officers' Association at Association meetings.

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

6. Except in emergency situations, prior to any change in the rules and regulations controlling and governing the conduct of the Superior Officers of the Parsippany-Troy Hills Police

Department, the Township agrees to advise and consult with the Association President or their 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.

7. Any Superior Officers temporarily performing a duty of a higher rank for thirty (30) calendar days shall receive pay at the higher rank, and said pay shall be retroactive to the first day of the temporary position. Such compensation excludes vacation periods taken by either the higher ranking officer or the temporary replacement officer.

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

D. PARSIPPANY-TROY HILLS POLICE OFFICER'S BILL OF RIGHTS

In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when 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 their 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 the force is being interrogated as a witness only, they 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 their 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 their Association representative, nor more than two (2) hours for consultation with their 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 they are a suspect or the target of a criminal investigation, they shall be given their rights pursuant to the current decisions of the United States Supreme Court and all applicable federal and state law.

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.

E. NON-DISCRIMINATION

SECTION 1.

The Township and this PBA Bargaining Unit agree that the provisions of this Agreement shall be applied equally to all Employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation, sexual or affectional orientation, gender identity or expression, domestic partnership or civil union status, or any other characteristics protected under New Jersey and/or federal laws.

SECTION 2.

The Township agrees not to interfere with the right of Employees to become members of the Union. There shall be no discrimination by the Township or any of its representatives against

any Employee because of Union membership or because of any Employee activity permissible under law or this Agreement in an official capacity on behalf of the Union.

SECTION 3.

The Union recognizes its responsibility as exclusive collective bargaining representative and agrees to represent all Employees in the Bargaining Unit without discrimination or interference.

**ARTICLE IV**  
**BASE SALARIES**

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

	7/1/21	1/1/22 (2.0%)	1/1/23 (2.0%)	1/1/24 (2.5%)	1/1/25 (2.5%)
Sergeant	133,646	136,319	139,045	142,521	146,084
Lieutenant	146,210	149,134	152,117	155,920	159,818
Captain	158,705	161,879	165,117	169,244	173,476
Deputy Chief	171,191	174,615	178,107	182,560	187,124

**Pay Chart**

	Bi-Weekly Pay	OT (Hourly Rate)	Holiday Pay	Pension	Cash Out (Terminal Leave)
Base Salary	X	X	X	X	X
Longevity	X	X	X	X	X
College/Tech.*	X	X	X	X	X
Holiday	X	X		X	X
Stipend	X			X	

\*\$2,000 will be subtracted from the technical credit bank and/or annual pay pursuant to Article VIII C. 9. The remaining balance will be utilized for the calculation of overtime rate, holiday pay and cash out terminal leave (as per the above pay chart).

## ARTICLE V

### HOURS AND OVERTIME

A. The present workweek consists of an average of 36.4 hours per week, inclusive of a paid thirty (30) minute on-call lunch period, for which the salaries in Article IV are paid as compensation. During the term of this Agreement, the existing fixed shift work schedule (the "4 and 4") for Superior Officers assigned to the Patrol Division shall be continued, subject to the Township's rights of management, which include, without limitation, changing shift start and end hours and assignment and transfer of personnel, provided that the fixed shift paradigm of the "4 and 4" shall be maintained. Notwithstanding the foregoing, the terms of the Letter of Understanding between the Township, the PBA, and PBA Local No. 131A (Superiors), attached hereto as Attachment A, are deemed to be incorporated into this Section.

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, plus additional F.L.S.A. covered compensation (presently holiday pay, college/technical compensation) divided by annual hours worked (1,893).

C. All County, Grand Jury, Juvenile, Criminal and Municipal Court appearances shall be compensated at time and one-half, at an hourly rate from the time the officer leaves Police Headquarters until the time they return to Police Headquarters. All Superior Officers shall be guaranteed a minimum of two (2) hours court time. Court time will be documented by the Shift Commander and approved by the Chief of Police.

D. In construing overtime, compensation shall be made at time and one-half on the following basis:

1. Up to the first sixteen (16) minutes of authorized overtime..... no pay.
2. Sixteen (16) through thirty (30) minutes .....thirty (30) minutes pay.
3. Thirty-one (31) through forty-five (45) minutes ..... forty-five (45) minutes pay.
4. Forty-six (46) through sixty (60) minutes ..... sixty (60) minutes pay.
5. Thereafter, overtime shall be paid in fifteen (15) minute segments.

6. Any Superior who is called in to work from their home, shall be compensated a minimum of four (4) hours, and shall be paid at the rate of time and one-half. Detectives shall be compensated for an additional six (6) hours of compensatory time for each weekend they are assigned to be on call, irrespective of whether they are called in. This compensatory time will be utilized within two (2) years of the date on which it is earned or else it will be lost. If Detectives are called in from home at any time, including the weekends they are on call, they shall be guaranteed a minimum of four (4) hours overtime and be paid at time and one-half. This provision shall not apply to appearances for disciplinary purposes.

7. Any Superior Officer attending a Police In-Service Training School on their days off will be guaranteed equal time off at the Shift Commander's discretion.

8. Any Superior Officer attending training on off-duty time shall be compensated with equal time off. If the training consists of less than one full day, the Superior Officer shall be compensated at the rate of time and one-half in compensatory time, up to the accrual of one full day. No partial day's training may exceed one full day of accrued compensatory time.

E. On January 1 of each year, all Superior Officers shall receive an additional (32) hours of compensatory time for performing supervisory administrative duties prior to and at the conclusion of their shifts. The compensatory time must be utilized within two (2) years of the date on which it is earned or else it will be lost.

F. Employees may not accrue more than 480 hours of compensatory time. Failure to utilize compensatory time in excess of the 480 hour cap may result in a waiver of any time accrued in excess of 480 hours. It is the employee's responsibility to monitor their compensatory time bank and they may request updates from the Township as needed.

## ARTICLE VI

### HOLIDAYS AND PERSONAL DAYS

A. Employees shall receive fourteen (14) holidays per year in accordance with the Township's holiday schedule, except that New Year's Day, Good Friday, Easter Sunday, Independence Day and Christmas shall be observed on the actual day of the holiday.

B. The Township will make full monetary compensation payment for the fourteen (14) holidays. This compensation will be considered base salary and included as such in bi-weekly paychecks. Officers who work on the above mentioned holidays shall be compensated at the rate of time and one-half. It is understood that the one-half time will be calculated at the Officer's hourly rate. Officers not working will be compensated at the daily rate. For purposes of this paragraph, including the calculation of holiday pay, the daily rate of compensation shall be determined by dividing the Officer's annual salary, longevity and college/technical compensation by two hundred nineteen (219).

C. Personal Days -Each Officer shall receive three (3) personal days per year for the performance of personal obligations that cannot reasonably be performed on their 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. Unused personal days may not be carried forward to the following year.

D. In addition to the holidays enumerated on the Township's holiday schedule, employees covered under this Agreement shall receive any other holiday granted to other employees of the Township which gives such Township employees more than fourteen (14) holidays for the year.

## **ARTICLE VII**

### **MILITARY LEAVE**

A. A regular, full-time, permanent Employee who voluntarily enlists in the United States Armed Forces and who serves for not more than the period of such initial enlistment or for an additional period of enlistment, the total of which shall not exceed the time limits set forth in any state or federal laws, shall be entitled to re-employment benefits in accordance with the conditions specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA), Military Selective Service Act, or such other applicable state or federal laws, provided the Employee makes application for re-employment within ninety (90) calendar days from date of completion of military service.

B. A regular, full-time, permanent Employee who chooses work in the United States Armed Forces beyond the protections provided in USERRA or any other state or federal laws, and who is not otherwise compelled to enlist or remain in the service, will not be given a Military Leave of Absence with accompanying rights to re-employment.

C. A regular, full-time, permanent Employee who enters service in the United States Armed Forces will be given a Military Leave of Absence without pay and accumulate seniority during such Leave in accordance with this Article, provided the Employee quits their job for the sole purpose of enlisting in the United States Armed Forces and not for finding suitable employment elsewhere.

D. A regular, full-time, permanent Employee on the seniority list inducted or recalled into the United States Armed Forces within the meaning of the Military Selective Service Act, or similar law in time of national emergency, shall be granted an indefinite Military Leave of Absence without pay, shall accumulate seniority during such period and such other rights as may be afforded Employee under USERRA, or such other applicable state or federal laws and shall be entitled re-employment benefits provided Employee makes application for re-employment within ninety (90) calendar days from date of discharge from military service, and in the case of reservists who serve on active duty, six (6) months or less application for reemployment shall be made within thirty-one (31) calendar days from date of completion of military service.

E. A regular, full-time, permanent Employee who is an enlistee, reservist and guardsman receiving a discharge or release that is “honorable”, “general”, or “under honorable” will be considered satisfactorily discharged.

F. Service leading to a discharge or release that is “other than honorable”, “undesirable” for “bad conduct”, or “dishonorable” does not meet the statutory standard and will result in the veteran forfeiting re-employment rights.

G. If a regular, full-time, permanent Employee is rejected for service in the United States Armed Forces due to failure to meet physical or mental requirements, the Employee must report back to work the first business day after the Employee returns from the induction center. However, if extenuating circumstances can be shown for a delay in reporting back, a greater period may be allowed.

H. When a returning veteran applies for re-employment within the Bargaining Unit and is incapacitated to the extent that Employee cannot perform their former assignment or similar

work in the opinion of the Township physician, the Township will make every effort to provide a job within the Bargaining Unit compatible with the Employee's capacity.

I. If there is not work within the Bargaining Unit for the disabled veteran, their name shall be placed on a reserve list and they shall be recalled when such work within the Bargaining Unit becomes available.

J. Upon proper application to the Chief of Police, a regular, full-time, permanent Employee in full-pay status performing assigned duties, who is a member of the reserve component of the Army, Navy, Air Force, Marine Corps, or Coast Guard, or a member of the Air or Army National Guard may be granted fifteen (15) calendar days of leave each year to perform Annual Active Duty for Training or seventeen (17) calendar days if such Employee is assigned to Advanced Party Duty. Such compensation paid by the Township for this period shall be the difference between the base pay for Military Duty and the Employee's regular straight-time rate of pay. The Township may request and receive proof of required service and of pay received by such Employee.

K. A reservist may, at their option, use this period or part of it for their vacation and shall receive vacation pay for time so spent.

L. All returning veterans shall undergo and pass a physical by the Township physician or designated Board of Physicians and provide copies of medical service records, if requested, before re-employment.

M. This Article is to be construed that it is not the intent of the parties hereto to require the Township to provide any right or assume any duties or obligations, monetary or otherwise, that are not specifically set forth in USERRA or other applicable federal laws.

## ARTICLE VIII

### EDUCATIONAL BENEFITS

A. The Township agrees to pay 100% of all tuition, books, and fees, on a reimbursement basis, for Superior Officers enrolled at a recognized institution of higher education offering a program leading to an Associate or Baccalaureate Degree, or higher, in Police Science, Education, Business Administration, Communication, Psychology, Sociology, Public Administration, and Criminal Justice, or related fields approved by the Mayor, provided the individual has successfully completed the course or courses. The Township will not pay for any law degree except for employees actively enrolled prior to the 1992 - 1994 contract. In the event a Superior Officer fails to achieve a grade of "C" or better, receives an incomplete grade or drops out of a course or courses, they shall not be reimbursed by the Township for the costs of the aforementioned tuition and books. Any Superior Officer attaining a higher degree than bachelor's degree will agree to work a minimum of two (2) years beyond their degree date. In the event the employee leaves their Township employment within two (2) years of their degree date, they will reimburse the Township for its full expenditure toward the higher degree.

B. The Township further agrees to pay additional compensation to each Superior Officer at the rate of \$22.00 per credit earned in compensable units of thirty (30) credits each, so that for every thirty (30) credits completed an Officer will receive an additional \$660 to a maximum of \$2,640 for an undergraduate degree. Effective January 1, 2016, the Township agrees to compensate members for credits earned towards degrees as follows: Recognized undergraduate degrees shall be compensated up to 120 credits. Work toward a recognized graduate degree shall be compensated to a maximum of 30 credits and completion of a recognized graduate degree shall be compensated at \$1,360. Any Officer having attained a higher number of credits prior to January

1, 2016, shall be grandfathered at that higher number, and receive compensation based thereon. This amount will be considered in base salary and included in the bi-weekly paychecks. All college credits accumulated will be updated after each semester. For credits earned but not yet resulting in the award of a degree, a minimum grade of "C" is required to qualify for reimbursement for the course at issue. Once a degree has been awarded, any credits earned and utilized for that degree shall be eligible for compensation under this section, so long as a passing grade was achieved.

C. Technical Training Program:

1. The Technical Training Program compensation established by this section shall only be available to employees hired prior to January 1, 2018. Employees hired on or after January 1, 2018 are not eligible for Technical Training Program compensation and will have no technical credit bank.

2. Commencing on July 1, 2018, no additional technical credits may be earned and technical credits will no longer be available.

3. On January 1, 2019, employees hired prior to January 1, 2018 and who have at least 100 technical credits in their technical credit bank as of June 30, 2018, shall have an additional \$650 added to their technical credit bank. Thereafter, all technical credit banks will be permanently capped at the newly adjusted amount established on January 1, 2019. Employees hired prior to January 1, 2018 shall continue to receive their annual Technical Training Program compensation for 2019 and for all succeeding years of employment based on their newly adjusted technical credit bank amount established on January 1, 2019. Employees hired after January 1, 2018 shall not have a technical credit bank and are not eligible for any of the Technical Training Program compensation.

4. Department officers successfully completing technical police training programs approved by the Chief of Police, examples of which follow, shall be eligible for additional compensation to the extent indicated hereinafter. The illustrative examples are: 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 Ident-Kit Operation, Homicide Investigation, Organized Crime, Sex Crimes, 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.

5. The employees shall be assigned to in-service school only on Township time, but may voluntarily attend on their own time.

6. Technical training totaling over one hundred (100) credited hours shall be compensated at the rate of three dollars (\$3.00) for all hours earned. No payment shall be made for less than one hundred (100) hours.

7. Once earned, the increments shall continue and be included in the base salary and paid in the bi-weekly paycheck. Technical training credits accumulated will be updated quarterly.

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

9. All employees, irrespective of their hire date, shall continue to receive additional compensation of \$2,000 per year added to their base salary, to be paid in the bi-weekly pay of all officers, for the successful completion of the Basic Police Training class for regular police officers as certified by the Police Training Commission.

## **ARTICLE IX**

### **EXPENSES**

A. The Township of Parsippany-Troy Hills shall reimburse all Superior Officers for reasonable expenses incurred during the performance of their police duties subject to the approval of the voucher by the Chief of Police and in full compliance with applicable federal and state regulations, and Township policies.

B. Effective July 1, 2022, Superior Officers will be compensated at the rate of mileage reimbursement set annually by the IRS for transportation on police business where they utilize their own vehicles.

C. For in-service training that requires overnight lodging, expenses incurred for overnight lodging and meals will be reimbursed, subject to approval of the voucher by the Chief of Police. Approval for planned overnight lodging should be obtained in advance. Documentation must be submitted to purchasing for approval sufficiently in advance to allow for the review of the request. All out of state travel must be approved by the Business Administrator two weeks in advance of event. Expenses related to entertainment, alcoholic beverages, and the employee/official's spouse or guest to travel or attend an event, are non-reimbursable.

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

E. (1) All Captains shall receive \$2,800.00 per year and Deputy Chiefs shall receive \$3,500.00 per year. Officers appointed to an Acting position shall receive expenses on a prorated basis.

(2) All Detective Superior Officers shall receive a stipend account of \$4,000.00 per year. Said money shall be paid in the bi-weekly payroll check as part of the base salary. It shall not be utilized in calculating salary increases, holiday pay, longevity, overtime or terminal leave cash out.

F. There shall be a one-time \$2,000 stipend each year for any unit employees assigned to serve as the Road Job Coordinator. However, if that unit employee is already receiving another stipend under this Article, they shall not be entitled to this \$2,000 stipend. If they are entitled to this stipend, said money shall be paid in the bi-weekly payroll check as part of the base salary. It shall not be utilized in calculating salary increases, holiday pay, longevity, overtime or terminal leave cash out and shall not be part of compensation for calculation of overtime.

G. Officers hired on or after January 1, 2022, shall be entitled to Senior Officers Pay upon completion of their 14<sup>th</sup> year (*completion of 168 months*) in the amount of \$4,000. Unit employees receiving longevity under Article XVI shall not be entitled to Senior Officer Pay. A unit employee who receives Senior Officer Pay, but no other stipend under this Article, shall be entitled to the \$2,000 Road Job Coordinator stipend if assigned those duties. Senior Officer Pay shall not be utilized in calculating salary increases, holiday pay, longevity, overtime or terminal leave cash out and shall not be part of compensation for calculation of overtime.

**ARTICLE X**

**INSURANCE**

A. (1) The Township shall continue to provide enrollment in the hospitalization, medical benefits, major medical coverage, eye care, and prescription plan as currently provided in the plans in existence. All police officers currently enrolled in the Township's "Traditional" Health Care Plan, as of July 1, 2007, shall be "grandfathered" in this plan. However, if any of these "grandfathered" employees elect to enroll in the Direct Access Plan or any other health care plan offered by the Township, such employees will no longer be eligible to enroll in the Traditional Plan. Effective July 1, 2007, all other employees not currently enrolled in the Traditional Plan and all new hires will no longer be eligible to enroll in the Traditional Plan. Co-payment for brand-name prescription drugs (retail and mail-order) shall be \$10.00 effective upon ratification of this agreement. There shall be no co-payment for retail and mail-order generic drugs. The dental insurance program shall be maintained, except that the one thousand (\$1,000) dollar annual cap on certain dental procedures shall be increased to one thousand five hundred (\$1,500) dollars effective in 2002. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar benefits are provided.

(2) The Township also agrees to expand the prescription plan to cover birth control pills, bee sting kits (employee, spouse, and children), and nicotine patches (employee and spouse).

(3) Any member enrolled in the Traditional Health Care Plan as of July 1, 2010, may continue to keep this health care plan while actively employed. Upon retirement said member will be enrolled in the Cigna Open Access Plus Insurance Program, or its equivalent. Any member

enrolled in the Traditional Health Care Plan, retiring on or before December 31, 2010, shall have the option to keep the Traditional Health Care Plan into retirement.

B. The Township assumes the responsibility of helping the Superior Officers to complete the forms for all medical, hospitalization, and dental insurance applications properly.

C. The Township shall continue to provide coverage in the present Life Insurance program in the amount of fifty thousand dollars (\$50,000.00) for each Officer. Said coverage shall continue upon retirement and be payable in full upon death. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar or improved benefits are provided.

D. The Township shall continue to carry in force the Law Enforcement Officer's Liability Insurance Policy. This policy's coverage will include a one million dollar (\$1,000,000.00) per person, one million dollars (\$1,000,000.00) per occurrence, or one million dollars (\$1,000,000.00) annual aggregate. The Township may, with prior notice to the Association, change insurance carriers, so long as substantially similar benefits are provided.

E. Upon submission of appropriate vouchers, an officer, their spouse and children, shall be reimbursed up to a total maximum of two hundred dollars (\$200.00) per person per year 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 their 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 Association will be allowed to participate in the review of insurance plans.

I. If an employee dies during the course of their employment with the Township, the Township agrees to continue for the benefit of the employee's spouse and children all medical coverage listed in Paragraphs "A", "E", and "K" of Article IX, afforded members of the Association. The medical coverage afforded the spouse shall continue in effect until the spouse remarries. In accordance with the Federal Affordable Care Act, the Township is required to provide Health and Rx coverage until a dependent turns 26 (end of the month) whether or not they are a full-time student or until they reach the maximum age of coverage required by applicable controlling law, whichever is lower. Dental and Vision coverage will terminate at the end of the year they turn 19. If they are a full-time student, coverage continues until the end of the year the dependent turns 23.

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

K. Township agrees to maintain the orthodontic benefit to Twenty-five hundred dollars (\$2,500.00) maximum per person.

L. Effective January 1, 2018, employees of this bargaining unit shall continue contribute to the cost of their health insurance consistent with the rate chart established for "Tier 4" of P.L. 2011, Chapter 78 and attached to this Agreement.

M. In the case of a retired Employee entering into a post-retirement marriage, the cost of all benefits for the retired Employee's spouse and the spouse's dependents shall be borne by the retired Employee and not the Township. However, it is agreed that Tier I Employees shall remain entitled to these benefits for a post-retirement marriage.

N. The PBA and the Township understand and acknowledge that the Township reserves all rights at law or in equity to verify eligibility for current and future retirees to receive benefits

provided in this Article, with regard to the retirees themselves and their dependents and/or spouses.

**ARTICLE XI**

**SICK LEAVE**

A. All regular, full-time, permanent employees covered under this Agreement are entitled to fifteen (15) days sick leave per year with unlimited accumulation. At the start of each calendar year, personnel assigned to the Patrol Division who work the "4 and 4" shift will receive fifteen (15) working days as their sick leave entitlement for that year, but any sick days not used at the end of that year will be converted and banked at the rate of 8.643 hours for each unused sick day.

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

C. An employee who has been absent on sick leave for periods totaling fifteen (15) 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. In case of illness in the immediate family, reasonable proof shall be required.

G. The Township may require an employee who has been absent because of personal illness, as a condition of their 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 their normal duties and that their return will not jeopardize the health of other employees.

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

Memorial Hospital in Morristown, New Jersey. In cases involving burns, St. Barnabas Hospital in Livingston, New Jersey may be used.

I. Light duty status will be granted to employees for a maximum of thirty (30) working days per occurrence. The Township may require the employee to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish the extent of the employee's light duty status.

## **ARTICLE XII**

### **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 an Officer'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 XIII**

**CHILDBIRTH LEAVE**

A. Upon the birth of an employee's child, three (3) days leave shall be granted without loss of regular straight time pay.

B. Maternity Leave for Female Employees

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

2. Cesarean delivery - for the period extending four weeks prior to the delivery until eight weeks after the delivery.

C. The Township will compensate the female employees on maternity leave for the difference between the amount of State disability and the employee's regular rate of pay.

D. Light duty status will be granted to employees for a maximum of thirty (30) working days per occurrence. The Township may require the employee to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish the extent of the employee's light duty status.

**ARTICLE XIV**

**VACATIONS**

A. 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 the beginning of the second through the end of the fifth year of service - fourteen (14) working days.

3. From the beginning of the sixth year of service through the end of the ninth year of service - eighteen (18) working days.

4. From the beginning of the tenth year of service through the end of the fifteenth year of service - twenty-three (23) working days.

5. From the beginning of the sixteenth year of service - one (1) additional day for each year of service up to a maximum of thirty-three (33) days. Notwithstanding the foregoing, any Superior Officer whose vacation time on July 20, 1999 was greater than thirty-three (33) days, will be grandfathered at their higher number of vacation days.

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

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

D. Effective January 1, 2022, notwithstanding any other contract language or practice to the contrary, officers shall not at any time carry or accrue more than a total of one year's worth of vacation time, consisting of the current year's allotment and not more than one additional year's allotment. Officers hired prior to January 1, 2014 shall be allowed to keep a separate bank of any unused vacation time they were permitted to accrue prior to January 1, 2022 in excess of the one year permitted by this section.

## **ARTICLE XV**

### **VACATION BANK**

There will be a vacation pay down. Notification to Administration is required by October 15 of the preceding year to participate in either of the buy down programs. Payment is based on budget availability.

#### **Vacation Bank**

- a. The vacation buy down is 1 for 1 with a 75% value with a maximum buy down of 5 days.

**ARTICLE XVI**

**LONGEVITY**

A. The following longevity amounts shall be applied to the base salary for Superior Officers paid annually under this Agreement for employees hired before January 1, 2014:

<b>Sergeant</b>	After three (3) and through five (5) years	2,300
	After five (5) and through nine (9) years	5,000
	After nine (9) and through twelve (12) years	7,000
	After twelve (12) and through fifteen (15) years	9,000
	After fifteen (15) years or over	12,000
<b>Lieutenant</b>	After three (3) and through five (5) years	2,500
	After five (5) and through nine (9) years	6,000
	After nine (9) and through twelve (12) years	8,000
	After twelve (12) and through fifteen (15) years	10,000
	After fifteen (15) years or over	13,000
<b>Captain</b>	After three (3) and through five (5) years	2,700
	After five (5) and through nine (9) years	7,000
	After nine (9) and through twelve (12) years	9,000
	After twelve (12) and through fifteen (15) years	11,000
	After fifteen (15) years or over	14,000
<b>Deputy Chief</b>	After three (3) and through five (5) years	2,900
	After five (5) and through nine (9) years	8,000
	After nine (9) and through twelve (12) years	10,000
	After twelve (12) and through fifteen (15) years	12,000
	After fifteen (15) years or over	15,000

B. The following longevity amounts shall be applied to the base salary for Superior Officers paid annually under this Agreement for employees hired on or after January 1, 2014 and before January 1, 2022:

At Five (5) years (after completion of 48 months)	1,500
After eight (8) years through twelve (12) years	4,000
After twelve (12) years to fifteen (15) years	6,000
After Fifteen (15) years and over	8,000

C. For Unit Employees hired on or after January 1, 2014, notwithstanding any other contract language or practice to the contrary, the maximum permissible amount of longevity that can be earned in any contract year will be capped at \$8,000.

D. Employees hired on or after January 1, 2022 shall not be entitled to the longevity pay set forth in Sections A, B or C of this Article.

E. All Employees holding a position within the SOA bargaining unit before January 1, 2022 shall receive annual rank longevity pay applied to their base salary in the amount of \$5,000 per year and shall retain this \$5,000 annual longevity pay when promoted to higher ranks within the SOA bargaining unit. All Employees who enter the SOA bargaining unit on or after January 1, 2022 shall receive annual rank longevity pay applied to their base salary in the amount of \$2,000 per year and shall retain this \$2,000 annual longevity pay when promoted to higher ranks within the SOA bargaining unit.

## **ARTICLE XVII**

### **UNIFORMS**

Any major uniform change or equipment change shall be paid for by the Township, which shall consist of one (1) hat, two (2) long sleeve shirts, two (2) short sleeve shirts and two (2) pairs of pants.

## ARTICLE XVIII

### RETIREMENT BENEFITS

A. The existing State of New Jersey Police and Firemen's Pension Plan shall be continued in accordance with State Statute.

B. 1. Upon early termination of employment, an employee of good standing will receive pay of one (1) day's base salary, and longevity, college/tech., holidays for each two (2) days of accumulated unused sick leave after ten (10) years' service; or one (1) day's base salary and longevity, college/tech., holidays 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 their rights after ten (10) years of service.

2. Where employment is terminated due to terminal illness, permanent job related disability or death, the employee shall receive pay of one (1) day's base salary and longevity, college/tech., holidays 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 (\$2.00 co-pay for all prescriptions for Superior Officers who retired prior to July 1, 2007 and \$10.00 co-pay for brand name prescriptions for Superior Officers who retire on or after July 1, 2007), life and accident insurance upon the employee's retirement. The Township will assume all costs of such coverage after retirement for employees who have retired after they have qualified for official retirement as stipulated by the State Administered Pension System, for the lifetime of the employee and their spouse. This coverage will include the employee's married or unmarried children. Employees hired on or after May 21, 2010 will be required to pay an amount equal to 1.5% of their retirement allowance to the Township or the Township's designee to be used toward their retiree health benefits costs,

consistent with the 1.5% mandate established by P.L. 2010, Chapter 2, so long as that 1.5% mandate remains law and applicable to those officers. In accordance with the Federal Affordable Care Act, the Township is required to provide Health and Rx coverage until a dependent turns 26 (end of the month) whether or not they are a full-time student, or until they reach the maximum age of coverage required by applicable controlling law, whichever is lower. Dental and Vision coverage will terminate at the end of the year they turn 19. If they are a full-time student, coverage continues until the end of the year the dependent turns 23. After the retired employee's death, his/her spouse shall continue to be afforded the above benefits throughout his/her lifetime, or until spouse remarries. The employee's children shall continue to be insured as stipulated above. Active employees enrolled in the Traditional Health Care Plan may keep said coverage while actively employed; however, upon retirement said member shall be enrolled in the Cigna Open Access Plus Plan, or its equivalent. Any member enrolled in Traditional Health Care Plan, retiring on or before December 31, 2010, shall have the option to keep the Traditional Health Care Plan into retirement.

D. Upon termination of their employment, an officer 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. In the case of a retired Patrol Officer entering into a post-retirement marriage, the cost of all benefits for the retired Patrol Officer's spouse and the spouse's dependents shall be borne by the retired Patrol Officer and not the Township. However, it is agreed that Tier I Employees shall remain entitled to these benefits for a post-retirement marriage. The PBA Unit employees and the Township understand and acknowledge that the Township reserves all rights at law or in equity to verify eligibility for current and future retirees to receive benefits provided in this Article, with regard to the retirees themselves and their dependents and/or spouses, as the case may be.

#### F. TERMINAL LEAVE

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of New Jersey Police and Fire Retirement system ("PFRS") creditable service as a "Sworn Uniformed Police Officer"; (2) become eligible in all respects for pension benefits in accordance with the rules and regulations of the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retired; and (4) been awarded a pension shall be entitled to Terminal Leave.

1. The Township agrees that, prior to retiring, an employee may use any accumulated personal days and vacation days (in that order), on a one (1) for one (1) basis as Terminal Leave. Accumulated sick days shall be compensated upon retirement at the rate of two (2) days for every three (3) days of accumulated time, whether the retiree elects to receive them in cash or in terminal leave, but not to exceed two hundred (200) days of such compensation. Notwithstanding the foregoing, officers who have accumulated more than three-hundred (300) days of sick leave as of July 20, 1999 will be grand fathered at such higher number, subject, however, to reduction due to subsequent use of such sick days. 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. For unit employees hired on or after January 1, 2010, notwithstanding any other contract language or practice to the contrary, compensation for accumulated, unused sick days shall be limited and capped at a maximum permissible payment of \$15,000.00, and only applicable upon retirement from a state-pension system.

2. 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.

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

4. 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 those days will be at the rate of pay that is equivalent to the employee's base salary (including longevity, holiday pay and college/technical compensation) divided by two hundred eight (208). 433.33 Technical Credits and/or annual pay pursuant to Article VIII C. 9 will be subtracted for this calculation. The remaining balance will then be utilized in the terminal leave calculation payout.

5. There shall be no accrual of leave time (sick, vacation, personal and others, if any) while on terminal leave.

6. Accumulation of personal days is subject to the limitations of Article VI C. and accumulation of vacation days is subject to the limitations of Article XIV D.

7. Any monies due for accumulated days not used during terminal leave will be paid for in either a lump sum or in installments, depending on the amount. The total of Terminal Leave salary payments and payment of or toward the lump sum due in the year the Terminal Leave ends will not exceed the amount of the employee's base salary and longevity and college/tech. and holidays at the time of the commencement of the Terminal Leave. Any balance will be paid in

equal semi-annual installments, the total of which in any year will not exceed the amount of the employee's annual salary at the time of the commencement of the Terminal Leave. The first semi-annual installment will be paid on or before January 31, and the second on or before July 31.

8. Any employee who retires but who is not eligible for or chooses not to take Terminal Leave will be paid for their accumulated leave days in equal semi-annual installments, if they are owed more than their base salary and longevity, college/tech., holidays with total installments in any year not to exceed their annual salary at the time of retirement. The first semi-annual installment will be paid on or before January 31, and the second on or before July 31.

9. Unit employees entering terminal leave shall utilize their accrued vacation time as follows:

- a. Patrol Division Personnel who worked the 4x4 shift shall use 10.4 hours per day.
- b. In-House Personnel (e.g. Traffic, Support Services, Investigative Division) shall use 8.643 hours per day.

All notices under this Article are to be furnished on or before February 1 of the year in which Terminal Leave is to be sought. Payment will be made on or before the expiration of two Township budget cycles (but in no event more than 24 months) from the date the notice is furnished by the retiree.

## ARTICLE XIX

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

2. Nothing contained herein shall be construed as limiting the right of 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 their remedies under Title 11A, the Civil Service Act of the State of New Jersey. If the grievant elects to proceed under Civil Service, they waive their right to proceed under this grievance procedure. The Agreement shall be followed in its entirety unless any step is waived by mutual consent of the parties.

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

informally. Failure to act within the said fifteen (15) days shall be considered an abandonment and waiver of the grievance. An Employee with a grievance shall first discuss the grievance with his immediate supervisor for the purpose of resolving the matter informally. 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 them and filed with the Chief of Police within five (5) days following the determination made in Step 1. The Chief of Police shall render a decision in writing within seven (7) days from the receipt of the grievance.

Step 3. In the event that the grievance is not resolved by Step 2, then within five (5) days following the determination by the Chief, the matter shall be filed with the Mayor. The Mayor shall review the matter and make his/her determination within thirty (30) days from the receipt of the grievance.

Step 4. If such grievance is not resolved to the satisfaction of the aggrieved Officer, they may within fifteen (15) days after receipt of the Mayor's decision, notify the Mayor in writing that they wish to take the matter to binding arbitration.

(a) An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

(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 them 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 their 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, including but not limited to, the presentation of witnesses, shall be paid by the party incurring same. If a unit employee elects to move to arbitration without the support of the bargaining representative, the unit employee must first acknowledge in writing that they are fully and personally responsible for all arbitration expenses.

(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.

(g) Grievance hearings and conferences shall be held at the municipal building or Police Headquarters. Witnesses who are reasonably required for the purposes of appearing at a hearing shall, if prior permission is secured from the Chief of Police, be made available during working hours, if necessary, without loss of regular straight-time pay for the purpose of appearing at hearings.

**ARTICLE XX**

**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 their position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown or walkout). The Association agrees that such action would constitute a material breach of the Agreement.

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

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

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity 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 XXI**

**MISCELLANEOUS**

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

B. Except as otherwise provided in Article XI. A. with respect to the annual sick leave procedure and in connection with Article XII (Bereavement Leave), whenever the term "day" or "days" is used in this Agreement, personnel assigned to the Patrol Division who work the "4 and 4" shift will receive or be credited with 8.643 hours for each "day". Utilization of vacation and personal days by the Patrol Division will be calculated at 10.4 hours per day.

C. Effective January 1, 2024, all unit employees will, upon voluntary blood donation, receive four (4) hours of compensatory time per donation, which must be used or lost within one (1) year. A maximum of two (2) times will be permitted per year. This time will be maintained in a separate blood bank that cannot be cashed out upon retirement or separation. All unit employees shall be capped as reflected in the Township Employee Personnel Manual.

**ARTICLE XXII**

**DUES DEDUCTION**

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues, fees and assessments for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer, during the month following the filing of such card with the Township.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish either new authorizations from its members showing the authorized deductions for each employee, or an official notification on the letterhead of the Association, signed by the President of the Association, advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Chief Financial Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. If permitted by law, the Association shall be entitled to a representation fee in lieu of dues from all non-union employees in the bargaining unit in the amount of 85% (or such other amount established by the Association of up to 85%) of the regular membership dues, fees and assessments of the Association. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Township in reliance on the provisions of this Section.

### **ARTICLE XXIII**

#### **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 XXIV**

**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 XXV**

**RETROACTIVE INCLUSIONS AND EXCLUSIONS**

A. The aforementioned salaries and benefits for the years 2022 and 2023 shall be paid retroactively from January 1, 2022.

B. All retroactive benefits shall be afforded to all employees whose employment was not terminated for cause and who were actively employed and/or who were on terminal or disability leave on January 1, 2022 and therefore would have been covered by this Agreement if it had been passed and signed on that date.

**ARTICLE XXVI**

**DEPARTMENTAL MEETINGS**

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

**ARTICLE XXVII**

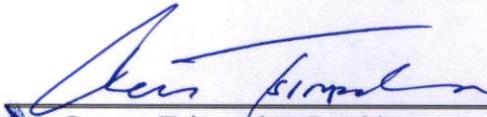
**TERM AND RENEWAL**

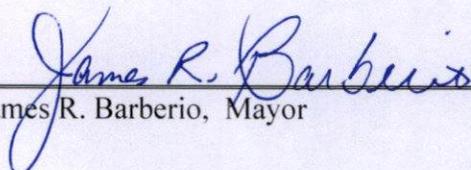
This Agreement shall be deemed in full force and effect as of January 1, 2022 and shall remain in full force and effect to and including December 31, 2025, without any reopening date. Negotiations may be commenced by either party giving notice in writing to the other, no sooner than one hundred fifty (150) days 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 16<sup>th</sup> date of February, 2024.

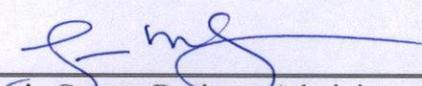
P.B.A. LOCAL # 131A  
(SUPERIOR OFFICERS ASSOCIATION)

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

  
\_\_\_\_\_  
4. Sgt. George Tsimpedes, President

  
\_\_\_\_\_  
James R. Barberio, Mayor

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Jamie Cryan, Business Administrator