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TOWNSHIP OF MORRIS

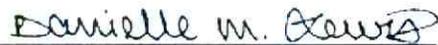
50 WOODLAND AVENUE
PO BOX 7603
CONVENT STATION, NJ 07961
WWW.MORRISTWP.COM

RESOLUTION NO. 134-22

AUTHORIZING AGREEMENT BETWEEN TOWNSHIP OF MORRIS AND POLICEMEN'S MUTUAL BENEVOLENT ASSOCIATION / SUPERIOR OFFICERS ASSOCIATION LOCAL 133A

BE IT RESOLVED, by the Township Committee of the Township of Morris, State of New Jersey, that the Township Committee does hereby approve the collective negotiated agreement between the Township of Morris and Policemen's Benevolent Association / Superior Officers Association Local 133A for the period January 1, 2022 to December 31, 2025 based on the Memorandum of Agreement dated May 17, 2022 and ratified by the PBA/SOA Local 133A membership and authorizes the Mayor and Township Clerk to execute the same.

I, Danielle M. Lewis, Township Clerk of the Township of Morris, Morris County, New Jersey, do hereby certify that the foregoing is a true copy of a resolution as adopted by the Governing Body at a Regular Meeting held on June 15, 2022.



Danielle M. Lewis, RMC, CMC
Township Clerk
Township of Morris, Morris County
State of New Jersey

THE TOWNSHIP OF MORRIS AND PBA-SOA LOCAL NO. 133A

MEMORANDUM OF AGREEMENT

April 7, 2022

Below are the provisions that the parties have tentatively agreed to during the course of the collective negotiations. These agreements are contingent upon a full and final agreement being consummated between the parties. The negotiating committee for each party agrees to recommend ratification of this Agreement. No other modifications to the collective negotiations agreement will be made.

Items which are underlined are proposed to be added to the Agreement, and items ~~struck out~~ shall be deleted.

PREAMBLE AND PURPOSE

The Preamble to the Agreement shall be modified to reflect the date of signing the Agreement by all parties.

Article II: Township Rights and Responsibilities

Section 3 shall be modified to include public health and safety as follows:

“... as soon as practicable prior to implementation. In the event an emergency arises, including an emergency of public health and safety, the Township shall not be bound to make such notification prior to the implementation.”

Article III: Policeman's Rights

Section 3: An employee shall have the right to review their personnel file, with reasonable advance notice, at reasonable times. Should a document be placed in an Officer's personnel file and the content that document could be considered negative in nature and could therefore negatively impact the Officer in terms of future discipline or promotion, if the Officer has not already independently viewed the document, the Officer will be given notice of same and be permitted the opportunity to review it and respond in writing. The writing shall be placed in the Officer's personnel's file. Specifically excluded herefrom are references for employment submitted to the Township.

Article IV: Vacations

Section 2: "Where in any calendar year, the vacation or any part thereof is not ~~granted used~~ by reason of pressure of business, such vacation period or parts thereof not ~~granted used~~ shall accumulate and shall be ~~granted used~~ during the next succeeding year only and are to be used within the first nine (9) months of the succeeding year, along with that year's vacation allotment, which shall be used pursuant to policy. Carryover vacation not taken in the first 9 months of the succeeding year shall be forfeited. No annual leave..... ."

Section 4: "... Should a conflict arise in the adequate continuous service, rank shall have preference in the selection of vacation time. . . ."

Article V: Holidays

Section 1: Add Juneteenth to list of Holidays.

Captains receive holidays off. . . . Supervisors who have a Monday through Friday schedule, with the Chief's approval, may modify their schedule to four 10-hour days.

Article VI: Leaves

Section 2: Bereavement Leave

(c) A One day of bereavement leave, with pay, shall be is granted to the employee to attend the funeral/wake or memorial service of an uncle, aunt, nephew, niece....

Section 4: Sick Leave.

(a) Sick leave is defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance to upon members of his/her immediate family members, which shall include the member's spouse, domestic or civil union partner, parent or biological or adoptive child and other relatives residing in the employee's household or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative because of an illness which requires the care and attendance of such employee. A certificate of a reputable physician of the need for that employee's attendance may be required of any employee upon the employee or member requesting leave for the care of an immediate family member. In attendance upon any employee or member if his/her immediate family may be required as proof if need of leave of absence.

(c) Employees covered by this Agreement shall be entitled to receive the following upon separation of employment:

Remove (3) of this section in its entirety as there are no longer active employees to whom this is applicable and re-number (4) as (3).

Section 5: Disability Leave.

Remove paragraph (a) and replace with the following:

- (a) Whenever a Township employee is unable to perform his/her duties with or without a reasonable accommodation while receiving medical treatment through workers compensation due to an injury or illness which arose out of and in the course of employment, then the employee shall be placed on a disability leave until the workers compensation carrier/physician(s) deems the employee to have reached Maximum Medical Improvement (MMI). Upon being declared MMI, the employee will be required to return to work with or without a reasonable accommodation to perform the essential duties of his/her job. Any dispute regarding achievement of MMI shall be resolved through the workers compensation court system. ~~During the disability leave, the employee will remain in a fully paid status; however, if the employee receives any temporary disability payments from workers compensation, the payments shall be surrendered to the Township.~~ Fully paid disability leave shall not last longer than twelve (12) months from the date of injury or illness.

Section 6: Personal Leave.

b) "..... Unused personal hours may be carried over to the following year; however, if the carry over personal ~~days~~ hours are not used within the next succeeding year, they shall be ~~lost~~ forfeited."

c) Personal time ~~days~~ shall not be authorized ~~allowed~~ on major holidays (Easter, Thanksgiving, Christmas, New Year's Day) or evenings prior to these major holidays, unless minimum manpower requirements are first met. The only exception to the foregoing shall be if another full-time police officer agrees, voluntarily (not ordered), to work the tour of duty requested.

d) ~~Personal hours shall be allowed on such major holidays that another full time police officer agrees voluntarily (not ordered) to work the tour of duty requested.~~

Section 7: Leaves Other than Sick Time or Personal Time

Article VII: Other Benefits

Section 3: Reimbursement for Expenses.

(a)(2) ~~During the term of this Agreement,~~ Mileage shall be paid at the ~~rate of \$.20~~ IRS Business Rate per mile, . . .

(c) ~~Uniform and Clothing Allowance~~ Uniforms and Equipment

Add New Section:

Section 4: Out of Title Pay

Sergeants working the Pitman Schedule shall receive an annual stipend of \$500 which shall be compensation for all hours serving in the capacity of a Lieutenant during the year.

Article VIII: Hours of Work and Overtime

Section 2: Overtime.

(b) Court Attendance:... Payment for time and one-half (1 ½) shall only be made if time worked was not contiguous with said officer's regular tour of duty or if the employee is required to be paid overtime pursuant to federal or state law."

(g) Overtime and Extended Shifts, Add new paragraph:

* * *

(3) When no other supervisor (Sergeant or Lieutenant) is available or all other supervisors have declined voluntary overtime, and when the overtime will not result in the Captain not being able to take the prescribed rest time (6 hours) between scheduled shifts, then a Captain may work an overtime detail. If no Captain is available for the overtime shift, then a supervisor may be ordered to work overtime.

Article IX: Compensation

Section 1: Salary.

(a) "~~Upon all Township negotiating units agreeing,~~ The Township, with at least 60 days advance notice to the union, will issue salary payments on a semi-monthly basis (on the 15th and the 30th of each month). employee shall receive a salary check ... "

Section 2: Call Out Pay. Add:

* * *

b) Unless the member would otherwise receive less than four hours of pay in the aggregate for the day of work, then when a member is called into work when otherwise working a side job, the call-in will not be subject to the four hours call-in pay.

Article XVIII: Pitman Schedule

Section 1. The Work Schedule

a) Sergeants shall work a twelve (12) hour tour of duty with base tours of ~~0630-1830~~ 0600-1800 (day shift) and ~~1830-0630~~ 1800-0600 (night shift). Lieutenants shall work a twelve (12) hour tour of duty with base tours of 0600-1800 (day shift) and 1500-0300 (night shift). The 12-

hour work schedule is based on a rotating cycle of workdays and days off operating on a two (2) week cycle commencing every other Monday. (2 days on duty / 2 days off duty / 3 days on duty / 2 days off duty / 2 days on duty / 3 days off duty). If a Sergeant scheduled to work ~~1830-0630~~ 1800-0600 submits a request for time off prior to the posting of the schedule, the Lieutenant scheduled to work 1500-0300 will have his/her schedule changed to ~~1830-0630~~ 1800-0600.

Section 4: Training:

- a) In House Training: The Department will schedule in-house training for Sergeants and Lieutenants on their scheduled days off. This training time will be added to the Pitman Account at a rate of time and one-half. This time may be used by the Sergeants and Lieutenants in accordance with the procedures set forth above. The Department will provide advance notice for training days. Training days will be scheduled generally for eight (8) hours. There will be a maximum of ~~eight (8)~~ ten (10) training days scheduled per year.

New Article XIX: Administrative Relief

Administrative Lieutenant

The Township may establish an Administrative Lieutenant position. A Lieutenant can be assigned to fill this position and will work a Monday through Friday 0700-1500 schedule. The individual shall not be counted as part of minimum manpower and will generally not be used to cover patrol duties.

Delete Administrative Sergeant from Article XVIII Section 5 and place it in new Article XIX as follows:

Section 1: Administrative Sergeant (This section will not be mandatory and is at the sole discretion of the Township).

The fifth Sergeant's primary function is to provide relief for the four (4) other squad Sergeants' time off due to: vacation, Pitman, compensatory, personal, disability, sick time, etc.

1. When the administrative Sergeant is not providing relief; he/she will be assigned to work Monday through Thursday, 0700-1700, and will handle staff assignments as directed by the Division Commander.
2. The Township may add a sixth Sergeant position in its sole discretion.

Add New Section:

Section 2: Administrative Lieutenant (This section will not be mandatory and is at the sole discretion of the Township)

1. Administrative Lieutenant will be assigned to work Monday through Friday, 0700-

1500, and will handle staff assignments as directed by the Division Commander.

2. The Township may add a sixth Lieutenant position in its sole discretion.

Article XIX: Duration

This Agreement shall have the term from January 1, 2022, ~~2018~~ through December 31, 2025.
2024

PBA Local No. 133A (SOA)


Clay Boeninghaus Date
SOA President

Township of Morris


Timothy Quinn Date
Township Administrator

Schedule A

SERGEANTS SALARY

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Grade 3 - No College</u>	\$126,183.64	\$129,464.41	\$132,830.49	\$136,284.08

Grade 2 - Associates Degree

	\$128,330.03	\$131,666.61	\$135,089.94	\$138,602.28
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Grade 1 - Bachelors Degree

	\$130,424.09	\$133,815.12	\$137,294.31	\$140,863.97
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Schedule B

LIEUTENANTS SALARY

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Grade 3 - No College</u>	\$141,730.61	\$145,415.61	\$149,196.42	\$153,075.52

Grade 2 - Associates Degree

	\$145,820.25	\$149,611.58	\$153,501.48	\$157,492.52
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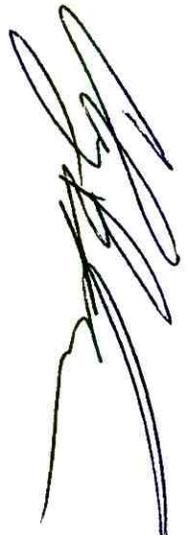
Grade 1 - Bachelors Degree

	\$148,813.09	\$152,682.23	\$156,651.97	\$160,724.92
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Schedule C

CAPTAINS SALARY

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Grade 3 - No College</u>	\$152,216.33	\$156,173.96	\$160,234.48	\$164,400.58



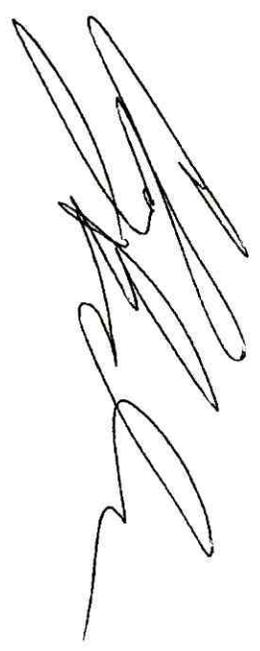
Schedule A

Grade 2 - Associates Degree

\$155,156.85 \$159,190.93 \$163,329.89 \$167,576.47

Grade 1 - Bachelors Degree

\$157,836.76 \$161,940.52 \$166,150.97 \$170,470.90

A handwritten signature in black ink, consisting of several large, stylized loops and a long horizontal stroke at the bottom.