

# **AGREEMENT**

**by and between**

**TOWNSHIP OF MORRIS**

**and**

**MORRIS TOWNSHIP SUPERIOR OFFICERS' ASSOCIATION**

**as negotiated by the**

**MORRIS TOWNSHIP COMMITTEE**

**and**

**POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 133A**

**January 1, 2022 through December 31, 2025**

# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

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# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Preamble and Purpose

THIS AGREEMENT, made and entered into this \_\_\_ day of June 2022, by and between the Township of Morris, a municipal Government in the County of Morris, State of New Jersey, hereinafter sometimes referred to as the Township and the Morris Township Superior Officer's Association negotiated, by PBA 133A, an affiliate of the Morris Township Policemen's Benevolent Association, hereinafter sometimes referred to as the Superior Officer's Association, is the final and complete understanding between the Township and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Township and those of its employees who are subject to this agreement, in order that more efficient and progressive police service be rendered.

Upon execution of this Agreement, both parties agree that the provisions of any prior agreements shall be superseded and no longer of any force and effect.

## Article I: Recognition and Scope

Section 1: The Township hereby recognizes the Association as the sole and exclusive representative of all full time, permanent employees under this agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1, et seq.), concerning salary, hours and other terms and conditions of employment in the negotiating unit described below:

Sergeants, Detective Sergeants, Lieutenants, Detective Lieutenants, and Captains

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

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

Section 3: All members of the Association at the beginning of the term of this contract shall enjoy all the rights, privileges, and benefits of the contract until the date of retirement/resignation should they leave active service under the provisions set forth in Article VI, Section 4, (c)(2).

Section 4: Agency Shop – All employees covered by this agreement who are not members of the Morris Township Superior Officer's Association, shall compensate the Morris Township Superior Officer's Association for expenses incurred relating to the negotiation of this agreement. The compensation shall be equal to 85% of the per member cost.

Section 5: All Association members who retire during the period of time while the expired agreement is being negotiated shall receive all benefits, salary, and privileges of the newly executed contract upon its adoption.



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## Article II: Township Rights and Responsibilities

Section 1: In order to effectively administer the affairs of the Township government and to properly serve the public, the Township of Morris 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 Township;
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 against employees;
5. To promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of Township government;
6. The Township shall exercise the foregoing rights in accordance with all applicable laws and the provisions of this Agreement.

Section 2: The Township's use and enjoyment of its powers, rights, authority, duties, and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

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

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## Article III: Policeman's Rights

Section 1: The Township hereby acknowledges that the police personnel subject to this Agreement as public employees of the Township have certain rights under the laws of New Jersey to form, join and assist any employee organization or to refrain from any such activity, and both the Township and the Association agree that employees under this Agreement shall be free to exercise any of these rights without fear of penalty or reprisal.

Section 2: No employee shall be required to investigate an employee of equal or higher rank where it is alleged or suspected that the employee of equal or higher rank has committed a violation of Departmental Rules and Regulations.

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.

Section 4: Departmental Investigations

- a) 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.
- b) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the locations where the incident allegedly occurred.
- c) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- d) 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.
- e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- f) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the

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interrogation of the member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

- g) In cases other than departmental investigations, if an officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
- h) 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.
- i) No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the [two (2)] circumstances exist:
  - 1. Where the employer has reasonable suspicion to suspect that there is a job-related individualized impact with respect to the specific employee being tested, as per the Attorney General's Directive dated April 2018 or superseding directive.
  - 2. Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department.
  - 3. The Township shall implement a mandatory random drug testing of all sworn officers in accordance with the Attorney General Directive, No. 2018-2 dated March 20, 2018 or superseding directive.
- j) Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this agreement.
- k) The Township shall comply with all Attorney General Guidelines and Directives which apply to municipal police departments and its personnel including but not limited to those addressing Internal Affairs Investigations, Domestic Violence and Substance Abuse Testing.



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## Article IV: Vacations

Section 1: All employees hired prior to January 1, 2012 shall be granted the following leave for vacation purposes, with pay, in and for each calendar year, except as otherwise herein provided.

<u>Length of Service:</u>	<u>Hours:</u>
From 1st anniversary to 5th anniversary	80
From 5th anniversary to 12th anniversary	120
From 12th anniversary to 17th anniversary	160
From 17th anniversary to 22nd anniversary	200
After 22nd anniversary	240

All employees hired after January 1, 2012 shall be granted the following leave for vacation purposes, with pay, in and for each calendar year, except as otherwise herein provided.

<u>Length of Service:</u>	<u>Hours:</u>
From 1st anniversary to 8th anniversary	80
From 8th anniversary to 16th anniversary	120
From 16th anniversary to 22nd anniversary	160
After 22nd anniversary	200

Section 2: Where, in any calendar year, the vacation or any part thereof is not used by reason of pressure of business, such vacation period or parts thereof not used shall accumulate and shall be used during the next succeeding year only and are to be used by September 30 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 vacation leave shall be taken without the permission of the Chief of Police or his designee.

Section 3: Vacation Request: Selection for vacation time off will be based upon seniority for all full weeks off submitted before the annual March 31 deadline. Any requests for single days off for vacation, compensatory time, Pitman time, etc., will be handled on a first-come, first-serve basis.

Section 4: The Chief of Police shall allot vacation periods in order to assure orderly operation and adequate continuous service, but he/she will grant vacation, so far as possible, in accordance with the desires of the employees covered by this agreement in the order of their seniority in rank. Should a conflict arise in the adequate continuous service, rank shall have preference in the selection of vacation time. For the purposes of this agreement, the order of rank shall be in descending order:

*Chief*  
*Captains*  
*Lieutenants/Detective Lieutenant*  
*Sergeants/Detective Sergeants*

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### *Patrol Officers/Detective Patrol Officers*

Note: Though the ranks of Chief and Patrol Officers/Detective Patrol Officer are not covered under the provision of this agreement, they are listed to show the order of preference within the department as a whole.

Section 5: Employees shall take their vacation at the scheduled time; however, different periods of vacation may be taken, if mutually acceptable to the Chief of Police and the employee.

Section 6: Retiring employees shall receive credit for one half of the current year vacation if they retire prior to July 1. If they retire July 1 or later, they shall be entitled to the entire year vacation. No employee shall receive a lump sum compensation for any accumulated personal, vacation or Pitman Time upon retirement or resignation from employment with the Township. Rather, for the period from announcing his/her retirement or resignation until his/her retirement/resignation date, so long as sufficient leave time is available to the member, the employee shall be on paid leave (placed on a 5-2 schedule), which shall not be subject to mandatory minimum manpower requirements for approval.



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## Article V: Holidays

Section 1: Said holidays are as follows:

New Year's Day  
Martin Luther King Birthday  
Presidents' Birthday  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
General Election Day  
Thanksgiving Day  
Christmas Day

Captains receive holidays off. Lieutenants and Sergeants do not receive any additional compensation for working any holiday(s).

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## Article VI: Leaves

Section 1: Military Leave Where any employee is a member of the New Jersey National Guard, including the Naval Militia and the State Guard and is required to engage in active duty or active duty for training, he/she shall be granted a military leave of absence with pay, up to 720 hours per year, for such training pursuant to N.J.S.A. 38A:4-4. Such paid leave of absence shall not affect his/her vacation.

Where any employee is a member of the United States Reserve, including Army Reserve, Naval Reserve, Air Force Reserve, Marine Reserve, and Coast Guard Reserve, or a member of the National Guard of another state and is required to engage in any period of Federal active duty, he/she shall be granted a military leave of absence with pay, up to 240 hours per year, for such active duty pursuant to N.J.S.A. 38:23-1. Such paid leave of absence shall not affect his/her vacation.

When an employee has been called to active duty or inducted into the military, air or naval forces of the United States, he/she shall be granted an indefinite leave of absence without pay, and his/her seniority shall continue for the duration of such military service. Such employee must be reinstated without loss of privileges of seniority.

## Section 2: Bereavement Leave

- a) An employee shall be granted a bereavement leave up to three (3) days with pay, upon the death of any member of his/her family. The term member of family is defined as follows; father or stepfather, mother or stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse, child, foster child, grandmother, grandfather, grandchild, grandfather-in-law, grandmother-in-law, and step-siblings. Such leave shall be taken within seven (7) days of the funeral/wake or memorial service.
- b) Prior to absence from duty, if possible, or not later than noon of the first day of absence, an employee shall make application for bereavement leave to the Chief of Police. Reasonable verification of the event may be required.
- c) One-day of bereavement leave, with pay, shall be granted to attend the funeral/wake or memorial service of an uncle, aunt, nephew, niece, or cousin of the first degree of the employee or spouse of the employee. Prior approval from the Chief of Police is required for such one-day bereavement leave. If requested, proof must be furnished to the Chief of Police as to the relationship and death of the person involved.

Section 3: Leave Without Pay. Leave of absence without pay shall be granted an employee, when deemed appropriate, as provided in the Rules and Regulations of the Police Department.



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### 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 diseases, attendance to 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.
- b) Sick leave with pay, in addition to the annual vacation, shall be one hundred twenty (120) hours per year. If any employee requires none or only a portion of his/her allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her accumulated sick leave with pay, as and when needed.
  - (1) Patrol sergeants working 12-hour tours of duty shall receive 100 hours of sick time per year.
  - (2) Patrol lieutenants working 12-hour tours shall receive 112 hours of sick time per year.
  - (3) Captains shall receive 120 hours of sick time per year.
- c) Employees covered by this Agreement shall be entitled to receive the following upon separation from employment:
  - (1) For each hour of accumulated (unused) sick leave an eligible employee, as described below, shall be compensated at the rate of 40% for each hour of accumulated sick leave, up to a maximum of two thousand (2,000) hours, to be computed at the hourly rate of said employee's pay at the time of termination of service.
  - (2) For the purpose of subsection (c), an eligible employee is one (a) who retires from the Township service, (b) who resigns from Township service under circumstances other than dishonorable after completing fifteen (15) years of service, or (c) who dies while being employed by the Township, regardless of years of service.
  - (3) Effective January 1, 1999, all new employees shall be subject to a maximum compensation of \$15,000.

### Section 5: Disability Leave.

- 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

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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. Fully paid disability leave shall not last longer than twelve (12) months from the date of injury.

- b) In the event an employee receives wage replacement benefits under workers' compensation insurance, for the period during which he/she is on disability leave with pay, the Township shall continue the employee's full salary, provided that the employee surrenders to the Township the workers' compensation wage replacement benefits. Required deductions will be withheld from the employee's compensation while the employee is out due to a workers' compensation injury, including pension and health insurance contributions.

If wage replacement benefits are awarded through the workers' compensation insurance retroactively, the employee shall submit the retroactive wage replacement benefits to the Township for time he/she was out on paid leave. This does not apply to partial/permanent disability awards.

### Section 6: Personal Leave.

- a) Each employee shall be entitled to 16 hours of personal leave a year with pay. All requests for personal leave shall be made to the Chief of Police at least four (4) days in advance, where feasible. Personal days may not be taken in lieu of vacation.
- (1) Patrol Sergeants working twelve-hour tours of duty shall be entitled to 36 hours of personal leave a year with pay.
- (2) Patrol Lieutenants working twelve-hour tours of duty shall be entitled to 24 hours of personal leave a year with pay.
- b) Unused personal hours may be carried over to the following year; however, if carry-over personal hours are not used within the first nine (9) months of the next succeeding year, they shall be forfeited.
- c) Personal time shall not be authorized 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 fulltime police officer agrees, voluntarily (not ordered), to work the tour of duty requested.

### Section 7: Leaves Other than Sick Time or Personal Time

A Township employee, subject to this Agreement, shall be eligible to receive donated sick leave subject to the following conditions:



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The employee who is to receive the donated leave must have completed one year of continuous service with the Township. The recipient employee must have exhausted all accrued sick, vacation, and administrative leave and any and all compensatory time. Any officer who has been notified in writing of chronic, excessive or patterned absenteeism or lateness, abuse of leave time or other violations of the Township municipal code section 15-3 in the previous two-year period from the date the donated leave is requested shall be disqualified from receiving donated leave. If an employee is disqualified for any reason, then he/she may petition the Township Committee for dispensation.

In addition to the pre-conditions listed, an officer may only receive donated leave pursuant to this article in the event the officer suffers from a catastrophic health condition or injury or needs to provide care to a member of the officer's immediate family who is suffering from a catastrophic health condition or injury. A catastrophic health condition or injury is defined as a life-threatening condition or combination of conditions.

In requesting permission from the Chief of Police to participate in the donated leave program, the requesting officer must submit to the Chief of Police medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability.

The Officer requesting donated leave time under this article must receive at least forty (40) donated leave hours from one or more donors. The recipient shall receive no more than a total of 2080 donated sick hours and shall not receive any donated leave hours on a retroactive basis. The recipient shall only receive donated leave time from eligible donors who are covered by this Agreement or by the Township of Morris and PBA Local 133 Agreement.

Any person donating leave time may only donate eight hour blocks of time and may not donate more than 240 hours to any one recipient. A leave donor shall have remaining at least 500 hours of accrued sick leave when donating sick leave time. A leave donor may not revoke the leave donation. Leave time may only be donated to other officers who are eligible and covered by this Agreement or to officers who are eligible and covered by Township of Morris and PBA Local 133 Agreement.

Upon the return of the recipient to work, any unused, donated leave shall be returned to the donating officers on a prorated basis. If the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

Upon retirement, the recipient of donated leave time shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave program.

For the purpose of accumulation of benefits, donated leave days will be treated as all other leave time under this Agreement and shall be used in compliance with Department and Township policy.

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The Township may suspend or terminate the donated leave program at any time upon thirty (30) days written notice to the President of SOA Local 133A.

Section 8: No employee shall receive a lump sum compensation for any accumulated personal, vacation or Pitman Time upon retirement or resignation from employment with the Township. Rather, for the period from announcing his/her retirement/resignation date, so long as sufficient leave time is available to the member, the employee shall be on paid leave, which shall not be subject to mandatory minimum manpower requirements for approval.

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## Article VII: Other Benefits

Section 1: Legal Expenses If an employee is a defendant in any action or legal proceeding arising out of or directly related to the lawful exercise of police powers in the furtherance of his official duties, the Township shall provide said employee with the necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him/her by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense. The language and the interpretation of this Section shall be consistent with the statutory requirements under *N.J.S.A. 40A:14-155*.

The Township shall indemnify members for all sums imposed by reason of any liability, subject to limitation by law, arising from a member's lawful engagement of law enforcement activities for and on behalf of the Township.

### Section 2: School Expenses.

- a) Police Academy and Police Technical Schools. Any employee attending, with the permission of the Chief of Police, a Police Academy or any other school approved by the Chief of Police shall receive his/her regular pay during the period he/she attends such academy or school.
- b) College Degrees
  - (1) All degrees must be obtained on or prior to December 31 of the preceding year.
  - (2) Degrees in the following majors are acceptable; Police Science, Political Science, Criminal Justice, Law Enforcement, Public Safety, Public Administration, Business Administration, Education Administration, Business Management, Business Science, Sociology, Psychology, Humanities, Behavioral and/or Social Science, or Liberal Arts. Four (4) years of active military service of the United States shall be the equivalent of an 'Associates Degree' for all purposes under this Article VII.
  - (3) For an officer to be eligible for college incentive, he/she must submit upon request of the Chief of Police; a copy of their diploma and/or an official transcript.

### Section 3: Reimbursement for Expenses

- a) Rates
  - (1) Meals shall be paid for by the Township when approved by the Chief of Police of the Department in connection with an assignment.
  - (2) Mileage shall be paid at the IRS Business Rate per mile, if the Chief of Police of the Department determines such transportation is necessary and does not provide



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transportation. Such mileage shall be computed from the Township's Police Headquarters and returning to same.

### b) Terms and Conditions of Reimbursement of Expenses

- (1) Schools: An employee may apply for the reimbursement of expenses in advance of attending a Police Academy or any other institution he/she is ordered or authorized by the Chief of Police to attend. If the employee does commute on a daily basis to an academy out of county, where meals are served he/she is to be paid for mileage and tolls in lieu of expenses.
- (2) Other assignments: Meals and mileage expense shall also be paid to any employee while on any official assignment other than his/her normal tour of duty, including an overtime assignment, for the department when an official car is not available and when said Chief of Police determines that it is not practical for the officer to eat at home.

### c) Uniforms and Equipment

- (1) The Township shall reimburse members for their reasonable expenses for modifications and purchase of uniform items upon promotion. This shall include initial issue items (such as white shirts for lieutenants) and appropriate rank insignia for the new rank.
- (2) The Township shall purchase and furnish an employee one handgun which shall be in reasonably satisfactory condition. Said gun shall be returned to the Township upon termination of employment.
- (3) If an employee's clothing and/or equipment is destroyed, other than through ordinary wear and tear, in the line of duty, the Township shall replace it upon the approval of the Chief of Police. This shall include such personal items as shoes, prescription eyeglasses, prescription sunglasses, contact lenses and wristwatches. Wristwatches shall be furnished by the employee for reimbursement and the damaged wrist watch must be turned in at the time the request for reimbursement is submitted.
- (4) Hardware items such as handguns, if damaged in the line of duty, holsters and belts, handcuffs and cases, night sticks/PR-24's, safety helmets, badges, and body armor shall be purchased and supplied by the Township and replaced if the Chief of Police deems same necessary, in addition to the annual allowance for each officer.

### 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. The stipend will be paid in lump sum the first pay period of December.

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## Article VIII: Hours of Work and Overtime

### Section 1: Hours of Work

- a) Tours of Duty: Tours of duty shall be as is the current practice in the department or as modified by the Chief of Police. Any change in any tours of duty or work schedule will be preceded, absent an emergency, by adequate notice to the Association, and the Association shall be given adequate opportunity to discuss such changes, absent an emergency, with the Township in advance of implementation of such changes.
- b) Work Schedule: Employees shall work in accordance with schedules as posted by the Chief of Police of the Department, except as provided below:
  - (1) Each employee is entitled to unlimited schedule changes per year. Sufficient prior notice of schedule changes shall be given, in writing, to the scheduling superior officer, so that he/she can post changes. Failure to give sufficient written advance notice of schedule changes may result in disapproval of the schedule change or changes; provided, however, the Shift Commander may, in the absence of the scheduling superior officer, approve one (1) week or two (2) single day shift changes per request. Such changes shall constitute the exception rather than the rule.
  - (2) Shift changes will not be permitted when they will cause overtime to be paid to an employee who would not otherwise receive overtime or will cause additional expense to the Township.
  - (3) The Chief of Police or his designee may deny the shift swap in the event it involves an individual who is named as a target or victim of an actual or potential violation of section 15-1(E) of the Township Code, in order to avoid having the parties to an actual or potential violation from working on the same shift.
  - (4) Supervisors who have a Monday through Friday schedule, with the Chief's approval, may modify their schedule to four 10-hour days.

### Section 2: Overtime.

- a) All employees, covered by this Agreement, shall be paid time and one-half of their hourly rate of pay for each hour of duty beyond their normal tour of duty. After an employee works one-half hour overtime, he/she shall receive overtime pay in one-half hour increments for each one-half hour worked. An employee's hourly rate of pay is determined by dividing the employee's annual base salary by 2,080 working hours.
- b) Court Attendance: Except in civil proceedings and as stated herein, each employee, when required to attend court on his/her off-duty time, shall receive overtime compensation at the rate of time and one-half if this time exceeds his/her normal tour of duty, for attendance at Municipal Court, Superior Court and Federal Court, and before state and federal administrative agencies. Attendance at Superior and Federal Courts shall include Grand



## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

Jury proceedings. This provision does not apply to internal/departmental hearings and any other attendances required in connection with internal disciplinary matters. No payment shall be made hereunder to an employee for attendance in a civil proceeding. Payment for tie and one-half (1½) 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.

- (1) Civil Proceedings: Members of the Association when required to attend a civil proceeding that arose out of his/her official duties for the Township shall make notification to the scheduling superior so that his/her tour(s) of duty can be adjusted to coincide with the proceeding.
- c) Disciplinary Hearings: An employee who has elected to have a departmental hearing conducted regarding disciplinary action taken against him/her by the Township shall not be eligible for overtime as a result of his/her attendance at his/her disciplinary hearing. An employee being disciplined either will attend the hearing (a) during his/her regular tour of duty, (b) on his/her time off; or (c) may swap his/her regular shift with another officer so as to be scheduled for duty on the day and at the time the disciplinary hearing is being conducted. If the employee elects to swap shifts to be scheduled while the disciplinary hearing is being conducted, the shift swap, and attendance at the hearing, cannot create an overtime situation at the time of the shift swap submission.

Any SOA member who is required to attend the departmental hearing as a Township witness shall be paid for his/her attendance. If the attendance is on a day and at a time when the member is not otherwise required to work, then the appearance will be at the SOA member's overtime rate; however, the member will only be paid for the time he/she is actually in attendance at the hearing, but no less than two (2) hours.

Any SOA member who is subpoenaed by the employee to appear at a departmental hearing as a witness shall not be paid for the appearance; however, any member who is regularly scheduled to work on a day when he/she is required to appear for a hearing shall be allowed to attend the hearing without loss of pay.

- d) Except as provided for herein, overtime shall be paid as set forth above when an employee who is eligible to receive it, is required to work or attend training in excess of a completed tour of duty or an a regularly scheduled day off. Any eligible employee shall be paid compensation at the overtime rate when directed to perform duty beyond his/her regular tour of duty by the Chief of Police or his designee. As an alternative to the mandatory payment of overtime provided herein, an employee may elect, subject to the approval of the Chief of Police, to receive one and one-half hours compensatory time in lieu of overtime pay for each hour of overtime worked. Notwithstanding any other provision of this Agreement, an officer who works an outside detail (e.g., court appearance, side job, etc.) contiguous with his/her normal tour of duty or overtime shift, will not be paid for more hours than those actually worked. In the event, pursuant to this Agreement or past practice, there is a minimum number of hours to be paid for an outside detail, such provision will not be applicable when the outside detail is contiguous with an officer's normal tour of

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## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

duty or overtime detail. Rather, the number of hours paid will be based solely on the number of actual hours worked by the officer.

- e) Payment: When an employee has worked overtime during any given week, he/she shall complete a form to be provided by the Chief of Police. Overtime reports shall be submitted through the Chief of Police.
- f) Time of Payment: Payment for overtime shall, if practicable, be included in the salary check due the employee after the overtime slip therefore is submitted to the Township Treasurer for payment, and in any event, the Township will make a reasonable effort to pay same within fifteen (15) days thereafter.
- g) Overtime and Extended Shifts: When it becomes necessary to replace a Sergeant due to; illness, personal time, bereavement, or for any other reason that may incur an overtime expense, the following procedures will be followed:
  - 1. Overtime for an Entire Shift
    - i. The Sergeant from the off-duty squad working the same shift, day-to-day or night-to-night will be contacted first. If the Sergeant is not available, the off-duty Sergeant working the opposite shift will be contacted, (day-to-night).
    - ii. If a replacement Sergeant is not available, the overtime then will be offered to a Lieutenant.
    - iii. Sergeants and Lieutenants working the 12-hour tour may be extended a maximum of six (6) hours to cover overtime.
    - iv. Sergeants and Lieutenants must have a minimum of six (6) hours off before the next shift.
  - 2. Overtime Less than an Entire Shift
    - i. Overtime will be offered to Sergeants and Lieutenants working the current shift not to exceed a six (6) hour extension, for a total eighteen (18) hour tour-of-duty.
    - ii. For the period of 0300-0600 when only a Sergeant is scheduled to work, the overtime will be offered to the dayshift Sergeant, then the other Sergeants and Lieutenants. If no other officer is available, the Lieutenant on duty will be required to stay until relieved.
  - 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 shall be ordered to work overtime.



## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

Section 3: Side Jobs Schedule. Any side jobs shall be scheduled in such a way that any employee shall have at least six consecutive hours of rest time (e.g., non-work time) after completing a side job or the following shift and prior to commencing his/her next shift or engaging in a side job.

An employee working a side job may not work more than 18 hours in any 24-hour period, and the employee must have at least six consecutive hours of rest time (e.g., non-work time) prior to commencing his/her shift.

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# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article IX: Compensation

### Section 1: Salary.

- a) The Township, with at least sixty (60) days' advance notice to the union, will issue salary payments on a semi-monthly basis (on the 15<sup>th</sup> and the last day of each month). Each employee shall receive a salary check which is equal to the employee's base salary. The portion of the base salary to be paid shall be determined by dividing the number of pays per year by the base salary to be paid to the employee. Upon employment with the department, an employee's first pay shall be on the second pay day he/she is employed. The first paycheck the employee receives shall be for the work performed during the first pay period during which the individual was employed. Upon retiring or otherwise leaving the Township's employ, the employee shall receive his/her last paycheck at the conclusion of the first full pay period after the employee stopped working for the Township.
- b) The base salary of employees covered by this Agreement shall be shown on Schedule A: Sergeants, Schedule B: Lieutenants and Schedule C: Captains attached hereto and made a part hereof. Placement of employees on the salary guide shall be in accordance with current practice in the Township Police Department.
- c) All employees shall be paid via direct deposit.

### Section 2: Call Out Pay.

- a) When an employee is ordered to report for duty outside of his/her normal tour of duty for less than four (4) hours, he/she shall receive a minimum compensation therefore of four (4) hours pay at time and one-half the employees straight time hourly rate of pay computed in accordance with the overtime provisions of this Agreement. In the event an employee is called out for more than four (4) hours of duty, the employee shall be paid pursuant to the Overtime provisions of this Agreement for actual time worked beyond four (4) hours. An officer may be required to work the full four (4) hours at the discretion of the Chief of Police. If overtime occurs at the beginning or end of a shift, and amount of time worked is less than four (4) hours, then the four (4) hour minimum does not apply and the officer is paid for the actual time worked at time and one-half.
- 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 in to work when otherwise working a side job, the call-in will not be subject to the four hours call-in pay.

### Section 3: Detective Differential

- a) Detective Sergeants and Detective Lieutenants shall receive \$2,000.00 per calendar year, over and above the applicable annual salaries, while serving in the Detective Bureau as compensation for the loss of personal time while assigned to on-call status. When called out, the officer will be compensated at one and one-half times the officer's hourly rate.



## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

Effective January 1, 2020, Detectives shall receive \$2,250 per calendar year over and above their applicable annual salaries.

- b) Periods of "on call" shall not exceed 13 weeks per year.

### Section 4: Compensatory Time Accumulation

- a) Compensatory time bank shall be "capped" at 240 hours.
- b) Hours over the cap may be paid down over course of contract. Payout of Compensatory time may be directed to the existing Valic 457B Deferred Compensation program at the discretion of the employee.
- c) New members will be paid down to cap upon entry into bargaining unit at Patrolman Rate.
- d) Any requests to cash out compensatory time, other than due to separation from service, shall be submitted to the Township by October 31 of the preceding year. An employee will be limited to having sixty (60) hours of compensatory time cashed out any given year. The request shall indicate the number of hours the employee is requesting to cash out from his/her compensatory bank. An employee cannot cancel or modify the request for payout of compensatory time upon it being submitted to the Township. Payment for compensatory time shall be following the adoption of the municipal budget, but no later than June 1.

Section 5: EMT Stipend: SOA members who have EMT certification shall receive a \$500 annual stipend which is to be paid the first pay period in December. If the member does not have the EMT certification for the full calendar year, then the stipend will be pro-rated.

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# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article X: Grievance Procedure

Section 1: Purpose: The procedure for adjusting grievances shall provide the employee with full opportunity for presentation of his grievance and for the participation of the Association representatives.

Section 2: Definitions. The term "grievance" shall mean an allegation that there has been:

- a) a misinterpretation and/or misapplication of any provision of this Agreement concerning wages, hours or working conditions, which is subject to the grievance procedure outlined herein including matters resulting in minor discipline of five (5) days or less suspension and shall hereinafter be referred to as a "contractual grievance;" or
- b) inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Township, which shall be processed up to and including the Township Committee and shall hereinafter be referred to as a "non-contractual grievance."

Section 3: Presentation of a Grievance.

- a) Should a grievance arise between the Township and any employee as defined in Section 2 herein, such grievance shall be presented by the employee within no more than fifteen (15) calendar days from the actual date of the incident, and settled in the manner prescribed herein.
- b) Failure to present the grievance for settlement within the fifteen (15) calendar days provided shall result in the aggrieved employee being barred from further pursuing the matter, and the matter shall be deemed withdrawn. The procedure hereby established, unless by mutual consent changed or waived in part or entirety, shall be as follows:

Step 1: The appropriate Association representative (an association representative shall be a member of the Association) or designee, the aggrieved employee, and the Chief of Police of the Department or his representative may attend the presentation of a grievance and may reach a settlement of the dispute; no attorneys shall be present until step 4. If they fail to reach an agreement within ten (10) days of the receipt of the grievance, the aggrieved employee shall furnish a written statement of the grievance to the Chief of Police on a form provided by the Township for automatic referral to Step 2.

Step 2: A member or members of the Grievance Committee designated by the Association and the Police Committee and the Township Administrator shall attempt to settle the dispute within twenty (20) days of the receipt of the grievance or the dispute will automatically be referred to Step 3.



## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

Step 3: Should the Association disagree with the decision of the Grievance Committee, the Association may within five working days, submit the grievance to the full Township Committee for resolution in writing and signed as to the issues in dispute. The Township Committee shall render its decision within thirty (30) calendar days after submission of the grievance. If the Township Committee's decision involved a non-contractual grievance, the decision of the Township Committee shall be final and binding.

Step 4: Any unresolved contractual grievance (as defined in 2(a) Definitions above) may be appealed to arbitration by the Association. The request for arbitration must be filed within fifteen (15) days after receipt of the Township Committee's decision with the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon both parties.

### Section 4: Powers of the Arbitrator.

- a) The arbitrator shall be limited in his review to the issue or issues submitted for arbitration by the parties to this Agreement and shall be without power or authority to make any decision:
  1. Contrary to, inconsistent with, or modifying, varying, changing, altering, deleting or adding in any way, the terms of this Agreement or of applicable law or rules and regulations having the force and effect of law, including (but not by way of limitation), the Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;
  2. Involving Employer discretion or employer policy under the provisions of this Agreement, under Employer by-laws, rules and regulations, or under applicable law;
  3. Limiting or interfering in any way with the powers, duties and responsibilities of the Employer under its by- laws, applicable law, and rules and regulations having the force and effect of law;
  4. Involving a question of negotiability or any question of unfair labor practice.
- b) The cost of the arbitrator shall be borne equally by each of the contracting parties. All other expenses shall be borne by the parties themselves.

### Section 5: Computation of Time, Changes and Conditions of this Agreement.

- a) Except as specifically provided herein, whenever any act is required under this Article to be done or performed within a specified period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period.



## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

- b) Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.
- c) The provisions of this Agreement, requiring payment of any sum of money, are subject to approval by the Township Committee by ordinance.



# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article XI: Commitment to Ensure Uninterrupted Township Operations

Section 1: The Association acknowledges the need for continued and uninterrupted operations of the Township's departments and agencies is of paramount importance to the citizens of Morris Township and there should be no interference with such operation.

Section 2: In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the term of this Agreement neither it nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (including the concerted failure of two or more employees to report for duty), mass resignation, mass absenteeism, work stoppage, slowdown, walkout or the invocation of sanctions against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, mass resignation, mass absenteeism, work stoppage, slowdown, walkout, or the invocation of sanctions, it is agreed that participation in any such activity by any Association member shall entitle the Township to invoke any of the following:

- A. Withdrawal of Association recognition;
- B. Withdrawal of dues deduction privileges (if previously granted);
- C. Such activity shall be deemed grounds for termination of employment of such employee or employees subject, however, to law.

Section 3: 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 in the event of such breach by the Association or its members.



# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article XII: Maintenance of Certain Benefits

Section 1: Hospital and medical-surgical insurance, including major medical, prescription and dental insurance plan, will be provided by the Township for all employees and all eligible dependents, subject to this Agreement. For new hires, the health benefits will be provided on the first day of the month following sixty (60) calendar days of employment; the dental insurance plan will be provided on the first day of the month following sixty (60) calendar days of employment; and the prescription plan will be provided on the first day of the month following sixty (60) calendar days. Health coverage is provided under the New Jersey State Health Benefits Program. Dental and Prescription coverage is provided by a third-party administrator.

Section 2: The Township agrees to maintain existing hospitalization insurance, dental plan, and a prescription plan with a \$15.00 co-payment per prescription for a name brand drug for a thirty (30) day supply from a pharmacy, \$10.00 co-payment for a generic drug for a thirty (30) day supply from a pharmacy, or a one-time payment of \$15.00 for a brand name drug or \$10.00 for a generic drug when using mail order for a 90 day supply. The provided prescription benefit plan will include an option for the employee to elect dependent coverage for the prescription plan providing the same level of benefit as provided the employee. The Township reserves the right to change insurance carriers during the life of this contract, so long as the level of coverage remains equal to or better than the base coverage.

Section 3: New Jersey Direct 15 plan shall be the base health benefits plan of contract. Employees who select a health benefits plan that has higher cost premiums than NJ Direct 15 shall be responsible for paying the difference between the premium for their chosen health benefits plan and that for NJ Direct 15 Plan. All members shall be required to contribute a portion of the health insurance premium paid by the Township pursuant to the applicable provisions of c.78, P.L.2011 (N.J.S.A. 40A:10-21.1) or as otherwise required by law. Except for employees who do not receive medical benefits through the Township, no employee will be exempt from payment of such contributions based upon their coverage, health benefit plan selection, compensation and other statutorily required criteria, if any. A member who elects medical health insurance coverage which has a higher premium cost than that of the NJ Direct 15 Plan shall contribute the required percentage of the premium cost based upon the NJ Direct 15 premium calculation; additionally, the employee shall be responsible for the difference between the NJ Direct 15 premium and the higher cost premium. Premium for cost sharing for prescription coverage will be based upon c.78, P.L.2011 (N.J.S.A. 40A:10-21.1). The Township will provide full family dental coverage. The current Dental Plan shall remain in effect and the employee shall continue to be liable for the enhanced dental plans cost above the basic plan.

Section 4: If an employee dies in the course of his/her employment with the Township while in the line of duty, the Township shall continue for the employee's spouse and children who have not reached the age of nineteen (19); or, if attending school, the age shall be twenty-six (26), all medical coverage afforded members of the Association. The medical coverage afforded an employee's spouse and children shall continue in force and effect for a maximum period of ten (10) years from the date of the employee's date of death. Should the spouse remarry, the aforesaid coverage shall cease as to both spouse and children.



## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

Section 5: Benefits (i.e. sick time, vacation and personal business time) will be prorated for employees who leave employment for other than retirement purposes.

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# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article XIII: 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 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.



# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article XIV: Definitions

- a) Tour of Duty - The increment of time, during a twenty- four (24) hour period, in which an employee continuously works on a regular basis. A tour of duty shall not exceed twelve hours.
- b) Work Week - Tours of duty schedule or authorized within a period of Monday at 07:00 a.m. and ending on the following Monday at 07:00 a.m. or 08:00 a.m., as the case may be.

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# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article XV: Association Business Leave

Section 1: Contract Negotiations. The members of the Association negotiating committee, not to exceed four (4) in number, shall after adequate notice to the Chief of Police, be granted time off from duty and shall suffer no loss of pay for attendance at all meetings, when such meetings take place at a time during which such members are scheduled to be on duty, between the Township and the Association for the purpose of negotiation of the terms and conditions of an Agreement.

Section 2: Grievance Proceedings. One elected representative of the Association will be permitted to attend grievance meetings (proceedings), if his/her presence is deemed necessary by either party to the grievance proceeding. The elected representative attending such grievance meetings (proceedings) shall receive full pay for no more than an aggregate of six (6) workdays of attendance at such proceedings during the terms of the Agreement. The Chief of Police shall be afforded adequate notice in advance of the attendance of the elected representative at the proceedings and the date(s) of attendance.

Section 3: NJ Policemen's Benevolent Association Meetings. The Association President or Superior Officers' Association representative, shall be granted time off from duty, and shall suffer no loss of pay to attend the annual convention and mini-convention of the NJ Policemen's Benevolent Association convened pursuant to N.J.S.A. 40A:17-177. The Association shall notify the Chief of Police at least sixty (60) days prior to the annual convention and mini-convention concerning the dates of such conventions.

Section 4: Membership Meetings: The Association President or Superior Officer's Association representative after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of pay for attendance at all meetings of the membership of PBA 133 and 133A, when such meetings take place at a time during which such members are scheduled to be on-duty, so long as the time off from duty presents no hardship, to include overtime, on the department. The term "meetings", as used in this section, includes both regular monthly meetings and any special meetings.

Section 5: Approval of the Chief of Police: The time off from duty provided for in this article shall in all instances be subject to the approval of the Chief of Police which shall not be reasonably withheld.



# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article XVI: Physical Examinations

- a) It shall be the obligation of the Police Chief to establish a schedule of appointments for physical/medical examinations for members of the Police Department taking into consideration age, prior examinations, accidents or injuries or any other factors or observations he feels important and to the extent of available funding within each current municipal budget year.
- b) The Chief shall notify each member of the Department, in writing, to schedule an appointment with the Township Physician.
- c) The Township Physician shall examine those members of the Police Department in accordance with a schedule of appointments as established by the Police Chief.
- d) Upon completion of such examinations, the Township Physician shall prepare a complete report including such recommendations as he deems necessary in the best interests of each member. Three (3) copies of the report shall be submitted to be distributed as follows:
  1. Police Personnel File in the office of the Chief of Police
  2. Township Administrator
  3. Member of the Police Department, for his/her personal information or reviewing same with his/her personal physician, if recommended.
- e) Should the report of the Township Physician contain any evidence of physical condition requiring further evaluation or treatment, then the Police Chief shall direct said employee to consult his personal physician. Further, he shall direct the employee to obtain from said personal physician a written outline of his recommendation or prescribed treatment, including, if applicable, a prescribed treatment timetable. (Example - An overweight condition may include a diet outline and a projected weight loss schedule as a guide for the employee to adhere to.)
- f) It shall be the obligation of the employee to submit evidence of his examination by his personal physician, including the prescribed treatment to the Township Physician, who shall advise the Police Chief whether or not a follow-up examination is necessary to determine the progress of said employee in relation to the prescribed treatment.
- g) In those cases where the Township Physician recommends in writing, that the employee undergo medical treatment and/or observation, and where the employee is directed to do so by the Police Chief, said employee shall be required to submit to treatment by his personal physician and undergo such further examination, treatment, or observation to which the personal physician and the Township Physician shall agree.
- h) In that situation where the employee fails to consult his personal physician or disregards the prescribed treatment outlined by his personal physician or otherwise fails or refuses to follow the recommendations of either the Township Physician or his personal physician,

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then upon written report of the Police Chief, such employee may be subject to a fitness for duty examination at the Township's expense.

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# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article XVII: Deductions from Pay

- a) The Township agrees to deduct from the pay of its employees subject to this Agreement dues, assessments, and fees for the Superior Officers' Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(s) as amended. Said moneys together with records of any corrections shall be sent to PBA Local 133A the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which deductions were made and shall be accompanied by a list showing the names of all employees for whom the deductions were made.
- b) PBA Local 133A will provide the necessary check-off authorization form and deliver the signed forms to the Township Treasurer. PBA Local 133A shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon pay deduction authorization cards submitted by PBA Local 133A to the Township.
- c) PBA Local 133A entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as PBA 133A remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between PBA Local 133A and the Township.

### Association Security/Dues Check-Off/Credit Union

Section 1: All employees covered by this Agreement who are members of the Association at the time this Agreement is ratified, or who hereafter become members during term of this Agreement, must retain their membership in the Association for the duration of this Agreement, in accordance with the terms noted in this Paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the Association. Any member may resign from the Association effective January 1 or July 1 annually, in accordance with the noted requirements of N.J.S.A. 52:14-15.9e, by filing a notice of withdrawal thereunder. In the event the member fails to notify the Township on January 1, or July 1, or any year to cease dues deductions, such deductions shall continue for a six (6) month period thereafter. Notice of withdrawal must be submitted by the employee to the Association in writing and a copy thereof furnished to the Township.

Section 2: The Township agrees to deduct from the salaries of its employees who are members of the Association pursuant to Section 1, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended, and N.J.S.A. 34:13A-5.6. Said monies, together with records of any corrections, shall be transmitted to the Association Treasurer or his designee by the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which deductions were made.

Section 3: If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of such change.



## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

Section 4: Employees who select not to become members of the Association pursuant to Section 1 of this Article, shall be considered non-members. Notwithstanding said employees' withdrawal from the Association, a representation fee in lieu of dues for services rendered by the Association shall be paid in accordance with N.J.S.A. 34:13A-5.6. The representation in lieu of dues shall be an amount equivalent to eighty-five (85%) percent of the regular membership dues, fees and assessments. Said payment shall be deducted from the salaries of non-members pursuant to Section 2 of this Article.

Section 5: Payment of the representation fee in lieu of dues shall be made to the Association during the term of this Agreement affecting such non-member employees and during the period, if any, between successive Agreements so providing, on or after, but in no case sooner than the 30th day following the beginning of the employee's employment in the unit hereunder, and no sooner than the 10th day following re-entry into the unit hereunder but who continued in the employ of the employer in an excluded position.

Section 6: The Township shall effect each employee's request for Credit Union Check-off to the Union's Credit Union Plan upon authorization of the individual employee to do so.

Section 7: The Association will provide the necessary "check-off authorization" forms and deliver the signed forms to the Township Treasurer. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association signed by the president of the Association advising of such changed deduction.

Section 8: The approved "Representation Fee: Demand and Return System" is attached as Schedule D.

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# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article XVIII: Pitman Schedule

### Section 1. The Work Schedule:

- a) Sergeants shall work a twelve (12) hour tour of duty with base tours of 0600-1800 (day shift) and 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 work days 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 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 1800-0600. A Lieutenant may request to work the 1800-0600 shift instead of the 1500-0300 shift for personal reasons, with such shift adjustment being allowed if approved by the Chief of Police or designee. The shift modification cannot create the need for overtime at the time the request is made and will be denied if in the Chief or his designee's opinion overtime will result from the modification. Sergeant or Lieutenant schedules may be adjusted as needed on a consensual basis to meet department needs.
1. During the course of the cycle Sergeants and Lieutenants will work seven (7) 12-hour tours totaling eighty-four (84) hours of work. The hours per two (2) week cycle over the normal eighty (80) hours will be credited at straight time to a separate time account, known as the Pitman Account.
  2. Sergeants and Lieutenants may make unlimited shift changes of single days and six (6) whole work cycles, provided such changes do not result in a Sergeant or Lieutenant receiving overtime. Unlimited single day schedule changes will remain in effect.
  3. In order to minimize the effects of rotating shifts, the schedule will include three cycles of the same or similar tours of duty. Upon completion of the third cycle, the squads will rotate from days to nights, or nights to days depending on their previous shift assignment.
  4. Hours worked beyond the scheduled tour of duty will count as overtime and be compensated at time and a half (paid overtime or compensatory time).
  5. For pay purposes, the workweek will remain a calendar workweek of forty (40) hours.
  6. Sergeants and Lieutenants will continue to accrue "Pitman Time" while on vacation, sick leave, personal time, disability time, military time, compensatory time and bereavement time.
  7. Time off will be deducted in accordance with the number of hours the Sergeant or Lieutenant was scheduled to work on a given tour of duty. While working the Pitman schedule, Sergeants shall be entitled to thirty-six (36) hours of personal time and one hundred (100) hours of sick leave. Lieutenants shall be entitled to twenty-four hours (24) of personal time and one hundred-twelve (112) hours of sick leave.



## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

### Section 2: Squad Assignments:

- a) Sergeants and Lieutenants will be assigned to supervise a squad with a minimum of (5) patrol officers, with a total of (4) squads.
- b) Transfers from one squad to another will be at the discretion of the Chief of Police or his designee. Sergeants and Lieutenants may request transfer through the chain-of-command with the final approval at the discretion of the Chief of Police or his designee.

### Section 3: Use of Pitman Time

- a) Sergeants and Lieutenants shall submit their requests for Pitman Time off with the same process for vacation, compensatory and personal time.
- b) Pitman Time will be granted subject to the staffing needs of the Department. No Pitman Time will be granted if it will incur an overtime expense to the Department.
- c) If a requested time off is denied due to staffing requirements, the Division Commander will return the request to the Sergeant or Lieutenant. The Sergeant or Lieutenant may then request another tour off.
- d) If the Sergeant or Lieutenant is unable to use his accumulated Pitman time during a regular rotation because of staffing requirements, the Sergeant or Lieutenant may carry the time in his/her Pitman Account.
- e) The Pitman Account will have a maximum limit of 48 hours. The Chief of Police or his designee may authorize a higher limit on Pitman Time if the needs of the Department prevent a Sergeant or Lieutenant from expending accumulated time in excess of forty-eight (48) hours.
- f) Pitman Time requests for whole shifts off will supersede requests for partial shifts off except in the case of combining it with personal leave.
- g) Minimum supervisory manpower for the Patrol Division shall be one (1) patrol supervisor (officer with the rank of Sergeant or Lieutenant) 24 hours a day.

### 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) training days scheduled per year. The Employer has the option to add two (2) additional training days (for instructional purposes) to a maximum of ten (10) training days per year.
- b) Academy Training and Teaching

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## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

1. Police Academy training and teaching is addressed in one of the following methods, depending upon the duration of the training, the location of the training and the schooled hours.
2. When a Sergeant or Lieutenant attends a single or multiple day training program, less than one week, the Sergeant or Lieutenant will be scheduled for a twelve-hour tour of duty for the day of the training. Upon completion of the scheduled training session, the Sergeant will have the option of completing his/her twelve (12) hour tour or request the use of vacation, Pitman or compensatory time off to complete the twelve (12) hour tour.
3. Sergeants and Lieutenants assigned to a one-week training program will be credited with a forty (40) hour workweek. If extensive travel time is included due to the location of the training facility, i.e. NJSP Academy in Sea Girt or an out-of-county facility, the necessary adjustments to the officer's schedule will be made for the balance of the work cycle.
4. Sergeants and Lieutenants assigned to a two (2) week training program will get credit for forty (40) hours in each week unless the travel time indicates the Sergeant or Lieutenant should receive additional hourly compensation. No Pitman time will accumulate.

Section 5: Meal Breaks: Sergeants and Lieutenants working the twelve (12) hour tours of duty will receive a one (1) hour meal break. Sergeants and Lieutenants will be subject to call during their meal break, when necessary.

Section 6: Court Appearances: If a Sergeant or Lieutenant is working the night shift the day before or after a scheduled court date, the Sergeant or Lieutenant will not be required to attend the court session, so the proper rest can be obtained.

Review of this schedule will be conducted by the Operations Division Commander and PBA representatives from time to time as necessary. The Lieutenants will not be removed from the Pitman schedule without basis for doing so. Both parties reserve their respective rights under law regarding negotiations/arbitration on this and related issues.



# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## Article XIX: Administrative Relief

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.

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

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.

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 a sixth Lieutenant position in its sole discretion.



**MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION**

**Article XX: Duration**

This Agreement shall have a term from January 1, 2022, through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2021, then this Agreement shall continue in full force and effect until a successor agreement is executed.

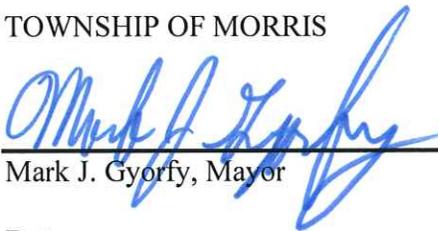
Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties by their authorized representatives, officers and/or agents have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF MORRIS

  
\_\_\_\_\_  
Danielle M. Lewis, Township Clerk

  
\_\_\_\_\_  
Mark J. Gyorfy, Mayor

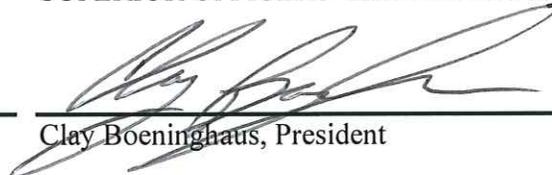
Date

7/25/2022



MORRIS TOWNSHIP  
SUPERIOR OFFICERS' ASSOCIATION

  
\_\_\_\_\_  
Justin M. Cowell, Vice President  
Date 07/18/22

  
\_\_\_\_\_  
Clay Boeninghaus, President  
Date July 18, 2022

**MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION**

**Schedule A**

**SERGEANTS SALARY**

	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
<b><u>Grade 3 - No College</u></b>	\$126,184	\$129,464	\$132,830	\$136,284
<b><u>Grade 2 - Associates Degree</u></b>	\$128,330	\$131,667	\$135,090	\$138,602
<b><u>Grade 1 - Bachelors Degree</u></b>	\$130,424	\$133,815	\$137,294	\$140,864

**Schedule B**

**LIEUTENANTS SALARY**

	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
<b><u>Grade 3 - No College</u></b>	\$141,731	\$145,416	\$149,196	\$153,076
<b><u>Grade 2 - Associates Degree</u></b>	\$145,820	\$149,612	\$153,501	\$157,493
<b><u>Grade 1 - Bachelors Degree</u></b>	\$148,813	\$152,682	\$156,652	\$160,725

**Schedule C**

**CAPTAINS SALARY**

	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
<b><u>Grade 3 - No College</u></b>	\$152,216	\$156,174	\$160,234	\$164,401
<b><u>Grade 2 - Associates Degree</u></b>	\$155,157	\$159,191	\$163,330	\$167,576
<b><u>Grade 1 - Bachelors Degree</u></b>	\$157,837	\$161,941	\$166,151	\$170,471



# MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

## SCHEDULE D

### REPRESENTATION FEE: DEMAND AND RETURN SYSTEM

#### **I. Introduction.**

This document sets forth the procedure to be used to determine the amount of the representation fee that will be assessed to all non-members of Morris Township Superior Officers' Association Local No. 133A ("PBA Local No. 133A"). This procedure is designed to comply with the requirements of New Jersey and Federal law as those requirements have been explicated in recent court decisions and the rules of the New Jersey Public Employment Relations Commission Appeals Board. It will be reviewed periodically and revised as may be necessary to reflect legal developments in this area.

#### **II. Purpose of Fee.**

All eligible non-member employees in the bargaining unit represented by PBA Local No. 133A are required to pay to PBA Local No. 133A a representation fee in lieu of dues ("representation fee") for services rendered by PBA Local No. 133A. Nothing herein shall be deemed to require any employee to become a member of PBA Local No. 133A.

#### **III. Fiscal and Dues Year Designation.**

The Fiscal Year is January 1 through December 31.

#### **IV. Annual Notice to Non-Members.**

Prior to deducting the representation fee from payroll, PBA Local No. 133A must provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:

- A. A statement, verified by an independent auditor or by some other suitable method of PBA Local No. 133A's expenditures for its most recently completed Fiscal Year. The statement must set forth the major categories of expenditures and identify expenditures of PBA Local No. 133A which are in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to non-members of PBA Local No. 133A.
- B. A copy of the demand and return system, including instructions to persons paying the representation fee as to how to request review of the amount assessed as a representation fee.
- C. The name and address of the financial institution where PBA Local No. 133A maintains an account to escrow portions of representation fees reasonably in dispute. The prevailing interest rate of the account will be disclosed as well.



## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

- D. The amount of the annual representation fee or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.

### V. Amount of Fee.

Prior to the beginning of each year, PBA Local No. 133A will notify the Township, in writing, of the amount of regular membership dues, initiation fees and assessments charged by PBA Local No. 133A to its own members for that agreement year, and the amount of the representation fee for that agreement year. Any year shall be made in accordance with the following procedure. The president of PBA Local No. 133A shall certify to the Township the amount of dues and shall notify the Township of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by PBA Local No. 133A to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fees exceed 85% of the regular membership dues, fees and assessments.

### VI. Deduction and Transmission of Fee.

- A. Once during each agreement year, PBA Local No. 133A will submit to the Township a list of those employees who have not become members of PBA Local No. 133A. After verification by the Township that these employees must pay the representation fee, the Township will deduct the fee in accordance with this article.

PBA Local No. 133A may collect the representation fee through payroll deductions provided that membership in PBA Local No. 133A is available to all employees on an equal basis. PBA Local No. 133A will notify the Township, in writing, of any changes in the list of non-members provided and such changes will be reflected in any deductions made more than ten (10) days after the Township receives said notice.

- B. The mechanics and schedule of deducting the representation fee will, as nearly as possible, correspond to the deduction and transmission of regular membership dues to PBA Local No. 133A.
- C. In no event will the representation fee be deducted from a new employee before thirty (30) days from the beginning date of employment in a position in this unit.

### VII. Demand and Return System.

Payment of the representation fee entitles the non-member to review the calculation of the representation fee. To obtain review, a non-member must notify PBA Local No. 133A by mailing

## MORRIS TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION

a review request to the President of PBA Local No. 133A, P.O. Box 15, Convent Station, NJ 07961. The review request shall be in written form and shall include the employee's name, social security number, home address and a statement indicating that the mailing is a review request.

PBA Local No. 133A shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by PBA Local No. 133A that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to non-members of PBA Local No. 133A.

The deduction of the representation fee shall be available only if PBA Local No. 133A establishes and maintains this review system.

The representation fee will be annually adjusted to reflect the actual expenditures during the past year.

In order to be timely, the request for review must be made within thirty (30) days of receipt of an annual notice containing the information enumerated at IV, by PBA Local No. 133A. Annual Notice to Non-Members, found herein. Under this system, the burden of proof is on PBA Local No. 133.

PBA Local No. 133A must complete any proceeding in the demand and return system within sixty (60) days after the payroll deductions for the current year have commenced. After sixty (60) days, any pending review request is deemed exhausted. Any non-member may then file a petition of appeal with the New Jersey Public Employment Relations Commission Appeals Board ("Appeal Board"). A non-member may also appeal the completed proceeding.

A petition of appeal seeking review by the Appeals Board of a representation fee must be filed within six (6) months after payroll deductions have commenced.

Upon completion of a proceeding, a written decision shall be issued to each non-member who requested a review of the fee. If the proceeding determining that an excess was charged, the excess will accompany the written decision.

If the amount returned is equal to or less than the amount held in escrow, then the actual interest earned will be paid to the non-member. If the amount returned is greater, then the non-member will receive interest payable at the judgment rate (Rule 4:42-11) for the entire amount of the rebate.

PBA Local No. 133A will place in escrow (in a local bank), an amount reasonably representative of the dispute. PBA Local No. 133A shall submit a copy of the Demand and Return System to the Township.



