



TOWNSHIP OF MORRIS

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

Suzanne V. Walsh
TOWNSHIP CLERK
(973) 326-7430

RESOLUTION NO 255-23

AUTHORIZING AGREEMENT BETWEEN TOWNSHIP OF MORRIS AND POLICEMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL 133

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 Bargaining Agreement between the Township of Morris and Policemen's Benevolent Association Local 133 for the period January 1, 2022 to December 31, 2025 based on the Memorandum of Agreement dated October 30, 2023 and ratified by the PBA Local 133 membership on November 10, 2023 and authorizes the Mayor and Township Clerk to execute the same.

I, Suzanne Walsh, Clerk of the Township of Morris, Morris County, New Jersey do hereby certify that the forgoing is a true copy of a resolution adopted by the Governing Body at a duly authorized meeting held on December 4, 2023

Suzanne V. Walsh Township Clerk
Township of Morris, Morris County
State of New Jersey

MEMORANDUM OF AGREEMENT

Between

THE TOWNSHIP OF MORRIS

And

PBA LOCAL NO. 133

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 1: Replaced “concerned” with “conferred” in the first sentence.

“... , the Township of Morris hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties, and responsibilities conferred ~~concerned~~ upon and vested in it.... .”

Section 3: Revise the beginning of the last sentence as follows:

“... date thereof. ~~If an emergency arises,~~ 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.

Section 5: Disability Leave. Replace (a) 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 with full pay 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 or illness.

Section 6: First paragraph. Replace “hour” with “hours” in the third sentence. Replace “days” with “hours” and “lost” with “forfeited” in the fourth sentence.

Second paragraph. Replace “days” with “time” in the first sentence. Insert “first” before “met” in the second sentence. Add the following at the end of the paragraph: “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.”

Personal Leave.

“..... Unused personal hours may be carried over to the following year; however, if the carry over personal ~~days~~ hours are not used within the first nine (9) months of the next succeeding year, they shall be ~~lost~~ forfeited.”

“Personal time ~~days~~ shall not be authorized or allowed on major holidays (Thanksgiving, Christmas, New Year’s Day) or evenings prior to these major holidays, unless minimum manpower requirements are 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.”

~~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: Replace “allowed” with “permitted” in the first sentence.
Leaves Other than Sick Time or Personal Time

the last day 30th of each month). employee shall receive a salary paycheck ...”

(b) Township proposes the following language:

The base salary of employees covered by this Agreement shall be shown on the Scheduled attached hereto and made a part hereof. Placement of the employees on the salary guide shall be in accordance with current practice in the Township Police Department. Employees payroll checks shall be calculated by establishing the officer’s annual base salary, by determining the per diem amount of pay from January 1 through the officer’s anniversary date, plus the per diem rate from the anniversary date to December 31 and dividing the total by the number of pay periods in the year. The employee’s hourly rate of pay is the annual base salary, as calculated above, divided by 2080.

Section 2(a): Increase Detective Stipend from \$2500 in 2023, and \$2750 in 2025.

(a) Detectives shall receive an annual stipend, in 2022, of \$2000.00; ~~\$2500~~ per calendar year, commencing January 1, 2023, they shall receive a stipend of \$2500; and, commencing January 1, 2025, they shall receive a stipend of \$2750 over and above their applicable annual salaries, while serving in the Detective Bureau . . .

Section 3: Call Out Pay. The following section has been amended in accordance with the settlement and sidebar letter of agreement between the Township of Morris and the PBA concerning AR-2008-79 and AR-2008-474, dated may 20, 2009 appended hereto as follows: “When an employee is ordered to report to duty outside of his/her normal tour of duty for less than four (4) hours, so long as he/she was called in from being off-duty and not reporting from a side-job or other work related activity, he/she shall receive minimum compensation therefore, of four (4) hours pay at time and one-half the employee’s 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 in accordance with the Overtime provisions of this Agreement for actual time worked assuming that the call out or other duty was not contiguous with said officer’s regular tour of duty. Notwithstanding the foregoing, (1) if the officer is called in to work from a side job, (2) the officer is released from the call out less than four hours after having been ordered to work, and (3) the officer cannot report back to the side job, then he/she shall be entitled to four hours of total pay inclusive of compensation from the side job and for the call out. The officer will

Upon completing four (4) years of service with the Township after graduating from the Police Training Academy Commission, employees covered by this Agreement will receive the following annual stipend based upon receiving an Associates Degree (AS), Bachelor's Degree (BS) or having served in the United States Military (college stipend).

AS	<u>\$17001775</u>
BS	<u>\$33503500</u>
Military	<u>\$17001775</u>

PBA LOCAL NO. 133

TOWNSHIP OF MORRIS

Anthony Sandelli 11/10/2023
Anthony Sandelli Date
President

Timothy Quinn 12/5/2023
Timothy Quinn, Date
Business Administrator

- By way of still another example, an officer at Step 4 in 2022 (\$73,922) shall continue to be compensated at said rate in 2023 (and not 2023's Step 4 rate of \$71,307) until his/her anniversary date at which time he/she shall progress to Step (\$77,325);
- the above scenarios shall also similarly apply to officers at Steps 5 and 6 in 2022 so as to ensure they do not experience a reduction in pay in 2023 until attaining their anniversary date in 2023.