

AGREEMENT

by and between

TOWNSHIP OF MORRIS

And

**POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 133**

January 1, 2010 through December 31, 2013

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Preamble and Purpose

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, 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 Policemen's Benevolent Association, Local No. 133 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Upon execution of this Agreement, both parties agree that the provisions of any prior agreements shall be superseded and no longer of any force and effect.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:

Patrolman and patrolman detective members of the Morris Township Police Department.

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

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

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 concerned upon and vested in it by law prior to the signing of this Agreement. Without limitations of the foregoing, management's prerogative 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 affect the orderly and efficient administration of Township government;
and
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 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. If an emergency arises, the Township shall not be bound to make such notification prior to implementation.

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 obtain specific information from his personnel file on reasonable notice and at reasonable times.

When derogatory material is placed in an officer's personnel file, the Township agrees to notify the police officer, in writing, and the officer shall have the right to respond to such material, in writing, and that writing shall be placed in his personnel file. Specifically excluded here from 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 a 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 allegation shall 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 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 representatives before questioned concerning a violation of the Rules and Regulations during the 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 of 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 probable cause to suspect that there is a job-related individualized impact with respect to the specific employee being tested.

(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.

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 employer agrees to follow the Attorney General's guidelines and supply one copy to the union upon request.

Article IV: Vacations

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

<u>Length of Service</u>	<u>Vacation Hours</u>
Completion of six (6) months but less than one (1) year	40
From 1 st Anniversary to 5 th anniversary	80
From 5 th anniversary to 12 th anniversary	120
From 12 th anniversary to 17 th anniversary	160
From 17 th anniversary to 22 nd anniversary	200
After 22 nd 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>Vacation Hours:</u>
Completion of six (6) months but less than one (1) year	40
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 granted by reason of pressure of business, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding year only and are to be used within the first nine (9) months of the succeeding year. No annual vacation leave shall be taken without the permission of the Chief and the Chief shall be the sole judge as to whether or not the pressure of business warrants deference of vacations.

Section 3: Subject to Section 4, infra, employees may take an unlimited number of hours vacation leave in the increments of workdays which correspond to their normal tour of duty, at the discretion of the Chief of Police.

Section 4: The Chief of Police shall allot the 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.

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: Effective January 1, 1999, 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's vacation. Officer Nunn shall be exempt from this provision and shall receive his entire year's vacation for the year in which he retires.

Article V: Holidays

Section 1: Said holidays are as follows:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
General Election Day Thanksgiving Day Christmas Day

Section 2: Work on Holidays

Any employee who works on any of the above listed Holiday(s) shall not receive any additional compensation whatsoever for doing so.

Article VI: Leaves

Section 1: Military Leave.

Where any employee is a member of the National Guard, Air National Guard, or a reserve unit of any of the Armed Forces of the United States and is required to engage in active duty for training, he/she shall be granted a military leave of absence with pay, up to one hundred twenty (120) hours, for such training. Such paid leave of absence shall not affect his/her vacation. Weekend duty is not covered by the above, and must be arranged for by the officer.

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, provided he/she receives an honorable discharge and he/she reports for duty with the Township within ninety (90) days following this honorable discharge from military service.

Section 2: Bereavement Leave.

(a) An employee shall be granted a bereavement leave up to three tours of duty with pay, upon the death of any member of his family. The term "member of family" is defined as follows: father or stepfather, mother or stepmother, father-in-law, mother-in-law, brother or stepbrother, sister or stepsister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse, child, grandmother, grandfather or grandchild, grandfather-in-law, grandmother-in-law. Such leave shall be taken within seven (7) days of the funeral.

(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, stating specifically the relationship between the deceased and employee and the date(s) upon which the absence is requested.

(c) In addition to the above, a one tour of duty bereavement leave, with pay, is granted to the employee to attend the funeral or wake of an uncle, aunt, nephew, niece, or cousin of the first degree of the employee or spouse of the employee.

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.

Section 4: Sick Leave.

(a) Sick leave is defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance upon members of his/her immediate family because of illness, requiring the care and attendance of such employee. A certificate of a reputable physician in attendance upon any employee or member of his/her immediate family may be required as proof of need of leave of absence.

(b) Sick leave without pay, in addition to the annual vacation, shall be credited to each employee on January 1 of each year in the amount of 120 hours. Effective as of January 1, 1997m the employee shall be credited with 112 hours of sick leave. If any employee requires none or only a portion of his allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay, as and when needed.

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

(1) For each day accumulated (unused) sick leave up to a maximum of two hundred fifty (250) days, an eligible employee, as described below, shall be compensated at the rate of 40% for a day's pay for each such day of accumulated sick leave, up to a maximum of two hundred fifty days (250), to be computed at the daily rate of said employee's pay at the time of termination of service. In those cases where a daily work schedule exceeds eight hours, then, in that event, the maximum accumulated sick leave pursuant to this Paragraph shall be computed on the basis of two thousand (2000) hours, rather than on the basis of two hundred fifty (250) days.

(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, 1996, all new employees shall be subject to a maximum compensation of \$25,000.00.

(4) Effective January 1, 1999, all new employees shall be subject to a maximum compensation of \$15,000.00.

Section 5: Disability Leave.

(a) Whenever any employee of the Township on a full-time basis is disabled through injury or illness which arose out of and in the course of employment as evidenced by a certificate of a reputable physician, he/she shall be granted, in addition to his/her annual sick leave with pay or any accumulation thereof, leaves of absence with pay for a period

of thirty (30) days or so much thereof as may be required. If at the end of such thirty (30) day period, he/she is unable to return to duty, the Township Committee may extend such disability leave for an additional like period, either with full pay or part pay, as it may determine, but no longer than a total of twelve (12) months with full pay. Certificates of continuing disability shall be filed at the end of each thirty (30) days by a reputable physician.

(b) In the event an employee receives an award for permanent or temporary disability benefits in worker's compensation, which compensated him/her for time lost from employment for the period during which he/she was on disability leave with pay, said employee shall reimburse the Township from the amount received by him as compensation in a sum not to exceed the salary paid him by the Township while on disability leave or the amount of the award, whichever is lesser.

Section 6: Personal Leave

Effective January 1, 1997, each employee shall be entitled to twenty four (24) hours of personal leave each year. All requests for personal leave shall be made to the Chief of Police at least four (4) days in advance, where feasible. Personal leave may not be accumulated from year to year, nor may it be taken in lieu of vacation days. Unused personal hour may be carried over to the following year. However if the carry over personal days are not used within the first nine (9) months of the next succeeding year, they shall be lost.

Personal days shall not be allowed on major holidays (Thanksgiving, Christmas, New Year's Day) or evenings prior to these major holidays, unless minimum manpower requirements are met.

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

Article VII: Other Benefits

Section 1: Legal Expenses

If an employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his /her duties, the Township shall provide said employee with the necessary means for the defense of such action or proceeding (including an attorney to provide legal services), 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.

This provision deals only the issue of legal expenses.

Section 2: School Expenses

(A) College Incentive Payment

(1) Associate's Degree

Full time police officers to receive college incentive payment will be required to comply with the following:

(a) Officers must possess an Associate's Degree from the County College of Morris, or another accredited college and said degree must have had a major in either Criminal Justice, Public Administration, Business Administration, or Associate's in Applied Science with a major in Business Management or Associate in arts, with a major in either Human Services, Humanities or Social Science.

(b) Any Associate's Degree from any other college offering an Associate's Degree Program in those majors specified in Section 2A(1)(a) above. Four (4) years of active duty in the military service of the United States shall be the equivalent of an "Associates Degree" for all purposes under this Article VII. Any other majors not specified may be submitted for consideration by the Township Committee. The Committee will have as its major consideration the comparability of the degree and major as is recognized in section 2A(1)(a) above.

(2) Bachelor's Degree

Full time police officers to receive college incentive payment will be required to comply with the following:

(a) Officer must possess a Bachelor's Degree with a major in either Police Science, Criminal Justice, Law Enforcement, Public Safety, Public Administration,

Business Administration, Business Management, Business Science, Sociology, Psychology, Humanities, Behavioral and Social Sciences, Political Science, or Liberal Arts.

(3) For an officer to be eligible for college incentive payment he or she must submit upon request:

- (a) a copy of their diploma
- (b) an official transcript from the college

(B) 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.

Section 3: Reimbursement for Expenses

(a) Rates

(1) Meals shall be paid by the Township when approved by the Chief of Police of the Department in connection with an assignment.

(2) During the term of this Agreement, mileage shall be paid at the rate of \$0.20 per mile, if the Chief of Police of the Department determines such transportation is necessary and does not provide 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 shall be paid for meals, transportation and lodging, if not provide, while attending a Police Academy or any other institution that he 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) Uniform and Clothing Allowance

(1) In the first year of employment the Township shall purchase and furnish each new employee with a full issue of uniforms and equipment items and one

handgun which shall be in reasonably satisfactory condition; said gun to be returned to the Township upon termination of employment.

(2) If part of 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 approval of the Chief of Police. This shall include such personal items as shoes, prescription eye glasses, prescription sunglasses, contact lenses and wrist watches. Wrist watches 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.

(3) Hardware items such as hand guns, if damaged in the line of duty, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and mace, 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.

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 shift changes per calendar year. Sufficient prior notice of schedule changes shall be given, in writing, to the Division Commander or Officer in Charge, 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.

(2) Shift changes shall not be permitted when they:

(a) Will place more or less employees on duty during the shift or work period than the number normally scheduled to serve duty during that shift or work period.

(b) Will cause another employee to be called in on overtime or extended beyond his normal tour. (does not apply to court overtime.)

Section 2: Overtime.

The following section has been amended in accordance with the settlement and sidebar letter of agreement between the Township and the PBA concerning AR-2008-79 and AR-2008-474 dated May 20, 2009, appended hereto, as follows:

(a) All employees, except as otherwise provided herein, 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 on-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, 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, (including municipal administrative hearings) Superior

Court and Federal Court. Attendance at Superior and Federal Courts shall include Grand Jury proceedings and State and Federal administrative hearings. No payment shall be made hereunder to an employee for attendance in a civil proceeding. Payment for time and one-half (1 ½) shall only be made if time worked was not contiguous with said officer's regular tour of duty.

(c) 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 on a regularly scheduled day off, assuming that the meeting, call out, or other duty was not contiguous with said officer's regular tour of duty. 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 on-half hours (1 ½) compensatory time in lieu of overtime pay for each hour of overtime worked.

(d) 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.

(e) 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.

Article IX: Compensation

Section 1: Salary.

(a) On every other Friday, the Township will pay each employee a salary check to represent 1/26 of the employee's base salary. Upon employment with the department, 1/26 of an employee's base salary is withheld and only returned to the employee upon termination of employment. Thus, after being hired, an employee must work two full pay periods prior to getting two week's pay. Payment for vacation periods shall be made on the established payday of the week prior to the employee starting his/her vacation, provided the employee submits a timely request for a salary check on forms provided by the Township Treasurer's Office.

(b) The base salary of employees covered by this Agreement shall be shown on the Schedules 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) New employees with prior police experience may be credited in the pay schedule at up to 30 months service on Schedule B at the discretion of the Township.

Section 2: Detective Differential

(a) Detectives shall receive \$1,750.00 per calendar year, over and above their 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.

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

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 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 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. For said call outs, except for out of town as well as in town court appearances, the Chief shall have the discretion to require an officer to stay and work up to four (4) hours in the event that the meeting, activity, etc., is less than four (4)

hours in duration. The Chief shall have the option of assigning an officer who is in court, on overtime, to Court Security if needed.

If overtime occurs at the beginning or end of shift, and the 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 (1 ½)

Section 4: Temporary Assignment to Sergeant's Duties.

(a) When a sergeant is absent and a superior officer temporarily assigns a patrolman the duties of a sergeant, and such patrolman performs a sergeant's duties for one (1) work day or more, then the patrolman shall be paid at the base rate for a sergeant (i.e., the first years sergeants rate) for all time worked as an acting sergeant. The said base rate shall be the only base salary the patrolman shall be paid during the period he serves as Acting Sergeant.

Article X: Grievance Procedure

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.

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 time same arose, and settled in the manner presented herein.

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, the aggrieved employee, and the Chief of Police of the Department or his representative may reach a settlement of the dispute; 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: Members of the Grievance Committee designated by the Association shall meet with the Police Committee and the Township Administrator and shall attempt to settle the dispute within twenty (20) days of the receipt of the grievance or the dispute will automatically be referred to as Step 3.

Step 3: Should the grievant disagree with the decision of the Grievance Committee, the grievant may within five working days, submit the grievance to the full Township Committee for resolution writing and signed as to the issues in dispute. The Township Committee shall render its decision within thirty (30) calendar days after the 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 or the Township. The request for arbitration must be filed within ten (10) days after the 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.

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-I, 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.

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.

(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.

Article XI: Commitment to Insure 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 the adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the terms 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.

Article XII: Maintenance of Certain Benefits

The Township agrees to maintain existing hospitalization, insurance, dental plan, prescription plan, and applicable pension benefits for employees during the term of this Agreement.

The Township shall provide active bargaining unit members and eligible dependents with a Prescription Plan with a \$3.50 co-payment per prescription. Effective as of January 1, 1999, the co-payment per prescription shall be \$10.00 for brand name prescriptions, \$5.00 for generic prescription and \$0.00 for mail order prescriptions, in accordance with the Prescription Plan provided to other Township employees. Effective as of January 1, 2008, the co-payment per prescription shall be \$15.00 for a name brand drug for a thirty (30) day supply from a local pharmacy, \$10.00 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 details of such plan to be provided by the Township enrollment has been effected.

The Township will provide full family dental and prescription drug coverage as described in Schedule D. Effective January 1, 1996, each employee shall share equally (50% employee contribution) in the annual premium increase above 1991 annual premium rates for dental and prescription medication coverage.

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 college the age shall be 23, 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.

Effective upon the execution of the Agreement or as soon thereafter as practicable, the New Jersey Direct 15 plan shall be the base health benefits plan of contract. Employees selecting any other health benefits plan shall be responsible for paying the difference between the premium for their chosen health benefits plan and that for the NJ Direct 15 Plan.

Upon implementation of applicable legislation, Chapter 78, P.L. 2011, from the State of New Jersey all bargaining unit members shall contribute towards their health benefits as required by State statute. Until such time as the statute becomes effective employees shall continue healthcare cost sharing in accordance with Article XII of the current collective negotiations agreement.

No employee will be exempt from payment of such contributions regardless of years of service. All employees shall make the applicable contributions based upon

their coverage, health benefit plan selection, compensation and other statutorily required criteria, if any.

Premium cost sharing on dental insurance shall not be required upon the implementation of the statute. The current plan shall remain in effect. Employees shall continue to be liable for the enhanced dental plan's cost above the basic plan. Premium cost sharing for prescription coverage will be changed from the contracted provision to the formula under the new statute.

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 or competent jurisdiction, such provisions shall be inoperative, but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3: All terms of masculine gender shall be construed to include the female gender, and all terms stated in the singular shall be construed to include the plural, unless a different intention is clearly understood from the context in which such terms are used.

Article 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. Such period shall not exceed eight (8), ten (10), twelve (12) consecutive hours depending on tour assignment.

(b) Work Week - Tours of duty schedule or authorized within a period of Monday at 07:01 a.m. and ending on the following Monday at 07:00 a.m. or 08:00 a.m., as the case may be.

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) work days 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: State Policeman's Benevolent Association Meetings

The delegate or alternate delegate appointed by the Association shall be granted time off from duty, and shall suffer no loss of pay to attend the annual convention of the State Policeman's Benevolent Association convened pursuant to N.J.S.A. 40A:17-177 and other meetings of the state organization. The Delegate or Alternate Delegate of the Association shall also receive the tour of duty off for the day of nine (9) monthly meetings of the state organization, provided that he or she is scheduled to work that day. The Association shall notify the Chief of Police at least sixty (60) days prior to the annual convention concerning the dates of such meetings and convention.

Section 4: Membership Meetings.

The President and delegate of the Association shall, 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 the Association, 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 on the department. The term "meetings", as used in this section, includes both regular monthly meetings and at any special meetings. The Association agrees to use every effort to schedule all meetings so as to minimize the number of delegates granted time off from duty.

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 unreasonably withheld.

Article XVI: Physical Examinations

1. 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.

2. 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. Copies of the report shall be distributed as follows:

a. Police Personnel File in the office of the Chief of Police

b. Township Administrator

c. Member of the Police Department, for his personal information or reviewing same with his personal physician, if recommended.

3. 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.)

4. 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.

5. 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.

6. 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, then upon written report of the Police Chief, the facts of this case shall be presented to the Police Committee of the Township, for the purposes of his physician or the Township Physician.

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 Policemen's Benevolent Association Local 133. 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 133 the fifteenth (15th) 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. If during the life of this Agreement there shall be any change in the rate of membership dues, PBA Local 133 shall furnish to the Township written notice prior to the effective date of such change.

C. PBA Local 133 will provide the necessary checkoff authorization form and deliver the signed forms to the Township Treasurer. PBA Local 133 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 133 to the Township.

D. PBA Local 133 entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as PBA 133 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 133 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 (15th) 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.

Article XVIII:

(RESERVED FOR FUTURE USE)

Article XIX: Duration

This Agreement, shall have the term from January 1,2010, through December 31, 2013. If the parties have not executed a successor agreement by December 31, 2013, then this Agreement shall continue in full force and effect until a successor agreement is executed. During the period of time while the expired contract is being negotiated, patrolman and patrolman detectives who retire during this period shall receive all benefits, salary and privileges of the newly executed contract upon its adoption.

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.

TOWNSHIP OF MORRIS

ATTEST

Cathleen Y. Amelio, Township Clerk

H. Scott Rosenbush, Mayor

Dated:

Dated:

(Seal)

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 133

ATTEST

Douglas S. Turner, State PBA Delegate

Brian Holick, President

Dated:

Dated:

SCHEDULE A

PATROLMAN HIRED PRIOR TO DECEMBER 31, 1998 CERTIFIED BY POLICE TRAINING COMMISSION

<u>Months of Service</u>	2010	2011	2012	2013
	0%	2%	2%	2%
Over 55	\$93,571	\$95,442	\$97,810	\$99,766

WITH ASSOCIATES DEGREE or MILITARY SERVICE

<u>Months of Service</u>	2010	2011	2012	2013
	0%	2%	2%	2%
Over 55	\$94,843	\$96,740	\$99,134	\$101,117
Over 120	\$95,163	\$97,066	\$99,466	\$101,455

WITH BACHELORS DEGREE

<u>Months of Service</u>	2010	2011	2012	2013
	0%	2%	2%	2%
Over 55	\$96,085	\$98,007	\$100,426	\$102,435
Over 120	\$96,713	\$98,647	\$101,079	\$103,101

SCHEDULE B

PATROLMAN HIRED ON AND AFTER JANUARY 1, 1999 CERTIFIED BY POLICE TRAINING COMMISSION

<u>Months of Service</u>	2010 <i>0%</i>	2011 <i>2%</i>	2012 <i>2%</i>	2013 <i>2%</i>
1-6 months	\$47,791	\$48,747	\$50,181	\$51,185
7-18 months	\$55,474	\$56,583	\$58,174	\$59,337
19-30 months	\$63,159	\$64,422	\$66,169	\$67,492
31-42 months	\$72,545	\$73,996	\$75,935	\$77,454
43-54 months	\$78,202	\$79,766	\$81,820	\$83,456
55-66 months	\$84,588	\$86,280	\$88,465	\$90,234
Over 67	\$93,571	\$95,442	\$97,810	\$99,766

WITH ASSOCIATES DEGREE or MILITARY SERVICE

<u>Months of Service</u>	2010 <i>0%</i>	2011 <i>2%</i>	2012 <i>2%</i>	2013 <i>2%</i>
1-6 months	\$47,791	\$48,747	\$50,181	\$51,185
7-18 months	\$55,474	\$56,583	\$58,174	\$59,337
19-30 months	\$63,159	\$64,422	\$66,169	\$67,492
31-42 months	\$72,545	\$73,996	\$75,935	\$77,454
43-48 months	\$78,202	\$79,766	\$81,820	\$83,456
49-54 months	\$79,474	\$81,063	\$83,143	\$84,806
55-66 months	\$85,860	\$87,577	\$89,788	\$91,584
Over 67	\$94,843	\$96,740	\$99,134	\$101,117
Over 120	\$95,163	\$97,066	\$99,466	\$101,455

WITH BACHELORS DEGREE

<u>Months of Service</u>	2010 <i>0%</i>	2011 <i>2%</i>	2012 <i>2%</i>	2013 <i>2%</i>
1-6 months	\$47,791	\$48,747	\$50,181	\$51,185
7-18 months	\$55,474	\$56,583	\$58,174	\$59,337
19-30 months	\$63,159	\$64,422	\$66,169	\$67,492
31-42 months	\$72,545	\$73,996	\$75,935	\$77,454
43-48 months	\$78,202	\$79,766	\$81,820	\$83,456
49-54 months	\$80,715	\$82,329	\$84,435	\$86,124
55-66 months	\$87,100	\$88,842	\$91,078	\$92,900
Over 67	\$96,085	\$98,007	\$100,426	\$102,435
Over 120	\$96,713	\$98,647	\$101,079	\$103,101

SCHEDULE C

PATROLMAN HIRED ON AND AFTER JANUARY 1, 1999 REQUIRING POLICE TRAINING COMMISSION CERTIFICATION

	2010	2011	2012	2013
	0%	2%	2%	2%
<u>Months of Service</u>				
1-6 months	\$37,725	\$38,480	\$39,707	\$40,501
7-12 months	\$47,791	\$48,747	\$50,181	\$51,185
13-24 months	\$55,474	\$56,583	\$58,174	\$59,337
25-36 months	\$63,159	\$64,422	\$66,169	\$67,492
37-48 months	\$72,545	\$73,996	\$75,935	\$77,454
49-60 months	\$78,202	\$79,766	\$81,820	\$83,456
61-72 months	\$84,588	\$86,280	\$88,465	\$90,234
Over 72	\$93,571	\$95,442	\$97,810	\$99,766

WITH ASSOCIATES DEGREE or MILITARY SERVICE

	2010	2011	2012	2013
	0%	2%	2%	2%
<u>Months of Service</u>				
1-6 months	\$37,725	\$38,480	\$39,707	\$40,501
7-12 months	\$47,791	\$48,747	\$50,181	\$51,185
13-24 months	\$55,474	\$56,583	\$58,174	\$59,337
25-36 months	\$63,159	\$64,422	\$66,169	\$67,492
37-48 months	\$72,545	\$73,996	\$75,935	\$77,454
49-60 months	\$79,474	\$81,063	\$83,143	\$84,806
61-72 months	\$85,860	\$87,577	\$89,788	\$91,584
Over 72	\$94,843	\$96,740	\$99,134	\$101,117
Over 120	\$95,163	\$97,066	\$99,466	\$101,455

WITH BACHELORS DEGREE

	2010	2011	2012	2013
	0%	2%	2%	2%
<u>Months of Service</u>				
1-6 months	\$37,725	\$38,480	\$39,707	\$40,501
7-12 months	\$47,791	\$48,747	\$50,181	\$51,185
13-24 months	\$55,474	\$56,583	\$58,174	\$59,337
25-36 months	\$63,159	\$64,422	\$66,169	\$67,492
37-48 months	\$72,545	\$73,996	\$75,935	\$77,454
49-60 months	\$80,715	\$82,329	\$84,435	\$86,124
61-72 months	\$87,100	\$88,842	\$91,078	\$92,900
Over 72	\$96,085	\$98,007	\$100,426	\$102,435
Over 120	\$96,713	\$98,647	\$101,079	\$103,101

SCHEDULE D

DENTAL PLAN BENEFITS

(Percentage of Delta's Allowable Charges)

Preventative & Diagnostic Services	100%
Remaining Basic Services	90%
Crowns	90%
Prosthodontics	50%
Orthodontic Services	50%

(for eligible employees and dependents)

DEDUCTIBLE

Deductible per patient for each calendar year \$25.00
(not applicable to Preventative and Diagnostic Services)

Deductible per family for each calendar year \$75.00

(not applicable to Preventative and Diagnostic Services)

MAXIMUM

Calendar year maximum per patient for
Preventative and Diagnostic, Basic, Crowns and Repair of Dentures \$1000.00

Lifetime maximum per patient for Orthodontic Services \$2,500.00

PRESCRIPTION PLAN

A. **PRESCRIPTION DRUGS.** Drugs, biological and compounded prescription which are sold only by prescription and which are required to show on the manufacturer's label words: "Caution, Federal Law Prohibits Dispensing Without Prescription" or which are determined as such by the Plan.

B. **PRESCRIPTION ORDER.** The request for drugs issued by a Physician licensed to make the request in the course of his professional practice.

C. **PRESCRIPTION MAIL ORDER.** For the purposes of this Exhibit, an Eligible Person's request that a Prescription Order for maintenance drugs be filed and mailed to him or her by a licensed mail order pharmacy which has a written agreement with the Plan to dispense prescription drugs to Eligible Persons.

D. **PARTICIPATING PHARMACY.** Any Pharmacy, including a mail order pharmacy, which has entered into a Prepaid Prescription Agreement with Blue Cross and Blue Shield of New Jersey, Inc. or any other Participating Blue Cross Plan indicated by Blues Cross and Blue Shield of New Jersey, Inc.

E. **NON-PARTICIPATING PHARMACY.** Any Pharmacy other than a Participating Pharmacy which regularly sells Prescription Drugs.

F. **PARTICIPATING PLAN.** Any Blue Cross Plan or Blue Shield Plan or other affiliate which has a written agreement to provide benefits to Eligible Persons as described in this Exhibit.

G. **CO-PAYMENT.** The amount charged to the Eligible Person by a Participating Pharmacy, or deducted from a claim submitted directly to the Plan by an Eligible Person. This applies to each Prescription Drug, on a Prescription Order or authorized refill, and to insulin. The co-payment per prescription in 1997 and 1998 is \$3.50. Effective as of January 1, 1999, the co-payment per prescription shall be \$10.00 for brand name prescriptions, \$5.00 for generic prescription and \$0.00 for mail order prescriptions, in accordance with the Prescription Plan provided to other Township employees. Effective as of January 1, 2008, the co-payment per prescription shall be \$15.00 for a name brand drug for a thirty (30) day supply from a local pharmacy, \$10.00 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.