

**Certification**

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2021 thru 12/31/2025.

Employer: Borough of Morris Plains  
County: Morris  
Date: 12/13/2022  
Name: Rosemarie Leybach  
Print Name  
Title: Deputy Clerk  
Rosemarie Leybach  
Signature

**AGREEMENT**

**between**

**BOROUGH OF MORRIS PLAINS**

**A Municipal Corporation of the State of New Jersey**

**and**

**P.B.A. Local #254**

**January 1, 2021 through December 31, 2025**

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## TABLE OF CONTENTS

AGREEMENT .....	3
ARTICLE I .....	4
Recognition and Scope .....	4
ARTICLE II .....	5
Employee's Rights .....	5
ARTICLE III .....	7
Vacations, Personal Days, Holidays and Bereavement Leave .....	7
ARTICLE IV .....	9
Work Schedule and Additional Compensation .....	9
ARTICLE V .....	11
Salaries .....	11
ARTICLE VI .....	13
Education .....	13
ARTICLE VII .....	14
Medical and Dental Benefits .....	14
ARTICLE VIII .....	15
Clothing Allowance .....	15
ARTICLE IX .....	16
Retirement Leave .....	16
ARTICLE X .....	17
Borough Rights and Responsibilities .....	17
ARTICLE XI .....	18
Grievance Procedure .....	18
ARTICLE XII .....	20
General Provisions .....	20
ARTICLE XIII .....	21
Sick Leave .....	21
ARTICLE XIV .....	24
Duration .....	24

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**AGREEMENT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Borough of Morris Plains, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough") and PBA Local #254 (hereinafter referred to as the "PBA"), is the final and complete understanding between the Borough and the PBA on all bargainable issues and is in addition to other benefits previously enjoyed by the employees covered hereunder, and as such will serve to promote and maintain a harmonious relationship between the Borough and those of its employees who are subject to this Agreement, in order that more efficient and progressive public service be rendered.

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**ARTICLE I**

**Recognition and Scope**

**Section 1:** The Borough hereby recognizes the PBA as the sole and exclusive representative of all full-time, permanent employees under this Agreement for the purposes of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, as amended, concerning salary, hours, and other terms and conditions of employment in the negotiating unit described below:

Patrolman, Sergeant, and Lieutenant

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 PBA in the above-defined negotiating unit.

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**ARTICLE II**  
**Employee's Rights**

**Section 1:** An employee who is the State Delegate from Local #254 or his/her designee shall have his/her tour of duty off without loss of his normal pay on those days he or she attends State PBA meetings. State PBA meeting occur once a month and it is agreed that attendance at such meetings shall not interfere with the normal operations of the Police Department.

**Section 2:** Proposed new rules or modifications of existing rules governing working conditions (except rules or modifications which define governmental policy) shall be negotiated with the majority representative before they are established.

**Section 3:** The Borough will permit employees to review their personal file. Each employee may review his or her personnel file once each year upon one day written notice made to the Chief of Police. The Chief may waive this notice requirement. An employee may make notes regarding the information in his or her file; however, photographs or other reproductions of documents will not be permitted without the express written consent of the Chief.

**Section 4:** Sick Leave – Permission to Leave Residence: Police officers will not be under home restriction while on paid sick leave, but will be subject to disciplinary action in cases of abuse or misuse of sick leave.

**Section 5:** Any complaint from an employee against another employee or from a citizen shall be examined by the appropriate authority. The employee against who the complaint has been made shall be notified thereof within one (1) workweek from the receipt of the complaint. If not so notified, the complaint cannot be brought up at a future date and shall not be placed in the employee's personnel file.

**Section 6:** An employee shall receive mileage reimbursement at a rate established by the US Federal Government standards per mile for the use of his personal vehicle on Borough business when traveling to and from seminars and schools for training approved in advance by the Chief of Police. While the member attends the training the Borough shall provide suitable lodging and meals as necessary to an employee. Reimbursement for such expenses shall be applied for and made in accordance with a procedure approved by the Municipal Chief Financial Officer.

**Section 7:** Outside Employment

- A. All requests to the Borough for the services of off-duty Law Enforcement Officers shall be forwarded to the Police Chief for posting. The Law Enforcement Officer, when so employed, shall be treated as an employee of the Public Employer.
- B. The Borough and PBA agree that when all monies are received from such contracting work they shall be paid through the Borough's payroll process or through a third-party administrator duly retained by the Borough to administer the outside employment program.

- C. The rate of compensation to the Law Enforcement Officer for such outside employment shall be \$70 per hour for 2022, increased to \$85 per hour effective January 1, 2023 and to \$88 per hour effective January 1, 2024. There shall be \$10 per hour added to the rate of compensation for work performed on holidays and for each hour worked beyond the hours originally posted and estimated for the job. The Borough will deduct appropriate taxes from the wages earned and will charge to the party requesting the services of the off-duty Law Enforcement Officer, the wages, appropriate employer taxes, plus administrative fee, which shall be set by the Borough at its discretion. Effective July 7, 2022, outside employers shall be assessed a four-hour minimum charge for outside employment, and shall be subject to a two-hour minimum cancellation notice requirement or else the four-hour minimum charge shall be assessed.
- D. The wages earned through outside employment shall not be applied towards the pension benefits for the Law Enforcement Officer so employed, nor shall hours worked for outside employment be considered in any way compensable as overtime.



**ARTICLE III**

**Vacations, Personal Days, Holidays and Bereavement Leave**

**Section 1:** Employees covered under this Agreement shall be entitled to vacation benefits as follows:

- A. During the first year of employment, the annual vacation shall be eight (8) hours for each full month of employment prior to June 1<sup>st</sup>;
- B. After employment of twelve (12) calendar months through the 6<sup>th</sup> year of service, the annual vacation shall be eighty (80) hours (working) – per calendar year;
- C. From the 7<sup>th</sup> year through the 12<sup>th</sup> year of service, the annual vacation shall be one hundred twenty (120) hours (working) – per calendar year;
- D. From the 13<sup>th</sup> year through the 19<sup>th</sup> year of service, one hundred sixty (160) hours (working) – per calendar year.
- E. From the 20<sup>th</sup> year of service and above, two hundred (200) hours (working) – per calendar year.
- F. Entitlement to vacation benefits in any given calendar year shall be determined based on years of employment as of January 1<sup>st</sup> of that year. This is consistent with the current Borough personnel practices ordinance and the policy that has been implemented thereunder.
- G. If an official holiday falls during an employee's vacation period, an additional eight (8) hours of vacation will be granted in lieu of that holiday.
- H. In order that proper coverage and scheduling be maintained in the Police Department, a maximum of only eighty (80) consecutive vacation hours shall be allowed at any one time to an employee during the period beginning June 1 through and including September 1 of a calendar year. During the period beginning January 1 through and including May 31 of a calendar year, an employee may use his or her entire vacation if he or she so desires. Likewise during the period beginning September 1 through and including December 31 of any calendar year, an employee may use his or her entire vacation if he or she so desires. Upon advance written permission of the Chief of Police or of the Public Safety Committee of the Borough Council, the eighty (80) hours maximum referred to above, may be exceeded.

**Section 2:**

- A. Prior to January 1, 2005, employees shall enjoy the holidays established by the Borough Council pursuant to Resolution No. 81-18. They are as follows:

New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	
Memorial Day	

Independence Day	July 4
Labor Day	First Monday of September
Columbus Day	
Election Day	First Tuesday in November
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- B. Effective January 1, 2005, payment for the above 12 holidays shall be included in all officers' base salary as reflected on Schedule A, Regular Salary Guide, appended hereto.

**Section 3: Personal Days**

Each employee shall be entitled to an allowance of twenty-four (24) hours (working) leave per year upon written request to, and the approval of the Chief of Police or his designee, for the following reasons:

- A. Court Subpoena
- B. Marriage of the employee
- C. Personal business which cannot be attended to outside of work hours
- D. Established religious days

Any unused personal leave may not be accumulated from one calendar year to the next. The minimum time for personal leave shall be four (4) hours in duration for officers assigned to the 5-2 schedule and six (6) hours for officers assigned to the Pitman schedule. This section supersedes any other writing, document, or practice to the contrary concerning personal days. No additional personal leave shall be allocated other than the twenty-four (24) hours set forth herein.

**Section 4: Bereavement Leave:**

- A. Full-time employees shall be granted a bereavement leave in accordance with the Borough's current Personnel Policies & Procedures Manual, except that the phrase, "up to three (3) days" shall be replaced with the phrase, "three (3) days." In the case of full-time employees assigned to the Pitman Schedule, a "bereavement day" shall be defined as a single twelve-hour shift.

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## ARTICLE IV

### Work Schedule and Additional Compensation

**Section 1:** An employee may change his or her shift for personal reasons provided the change in shift is accomplished pursuant to provisions set forth below and upon the conditions hereinafter stated.

- A. Sufficient prior notice of schedule changes shall be given in writing to the scheduling Superior Officer so he or she can post changes. Failure to give sufficient written advance notice of schedule changes may result in disapproval of the schedule change or changes;
- B. Shift changes will not be permitted when they:
  - 1. Will place more or less employees on duty during shift or work period than the number normally scheduled to serve duty during that shift or work period;
  - 2. Will cause overtime to be paid to an employee, who would not otherwise receive overtime; or,
  - 3. Will cause additional expense to the Borough.

**Section 2:** Employees shall work in accordance with schedules as posted by the Chief of Police of the Department, except as provided under Section 1 above. A "tour of duty" shall consist of a twelve-hour shift for officers assigned to the Pitman schedule and an eight-hour shift for officers assigned to the 5-2 schedule. The Chief of Police shall assign specific work schedules for officers within these parameters.

**Section 3:** Superior Officers, when replacing patrolmen at the direction of the Chief, shall be given compensatory time off. Superior Officers may be paid time and one-half for assigned overtime work at the discretion of the Chief.

**Section 4:** Effective January 1, 2005, any employee who is required to work on any holiday enumerated in Article V, Section 2, A. shall receive compensation calculated on a straight time basis only. No overtime shall be paid for working on a holiday.

**Section 5:** A minimum of three (3) hours pay shall be given for extra duty required of a patrolman during non-duty time authorized by the Chief, with the exception of daily traffic posts, emergency school crossing duty, and court time. Early call-ins or completion of duties after tour has ended shall not be considered as extra duty for purposes of this Section.

**Section 6:** All employees, in addition to the salary and longevity set forth in other provisions of this Agreement, when required to attend Municipal Court sessions, shall be compensated by the payment of \$35.00 for each Court Session; provided, however, if more than one case is to be heard in Municipal Court, then, and in that event only \$35.00 shall be paid for each Court session, irrespective of the number of cases the employee appears on at each Court session. This section only applies where an employee is not on a regular tour of duty at the time of the Court appearance. For purposes of this section, the term "Municipal Court" means both "Criminal Court" and "Motor Vehicle Court".

**Section 7:** An employee shall receive payment for incidental overtime to close out reports or complete job assignments at the rate of one and one-half times his normal hourly rate of pay for actual time worked in excess of thirty (30) minutes beyond his tour of duty.

**Section 8:** Notwithstanding the above Section 3 through 7 inclusive, where an employee is required by the Fair Labor Standards Act, as amended, to be paid overtime for hours worked, he or she shall be provided overtime on the following basis:

- (A) Patrolman – Time and one-half pay based on the Officer’s regular hourly rate of pay calculated as required by the F.L.S.A.
- (B) Non-exempt Superior Officers – Time and one-half compensatory time as permitted by F.L.S.A.

Superior Officers exempt from F.L.S.A. requirements shall be given compensatory time off on an hour for hour basis for overtime hours worked.

**Section 9:** A Law Enforcement Officer who is subpoenaed to appear at either a judicial or administrative proceeding, shall be paid at the rate of time-and-one-half his or her regular hourly pay, for the time he or she spends for such proceeding. In the event the Law Enforcement Officer is already on duty at the time of his or her appearance, he or she shall be paid at his or her regular hourly rate of pay.

**Section 10:** Effective July 7, 2022, if a Sergeant is absent from duty for at least six hours of a given shift, and the Chief or his/her designee decides to designate a patrol officer to serve as Officer-in Charge to replace the absent Sergeant, the patrol officer so designated shall receive an additional differential of \$3.00 per each hour served as Officer-in Charge.

**Section 11:** Patrolmen may be granted compensatory time off at the rate of time and one-half, in lieu of overtime pay, for off-duty time spent in mandatory training, in training directly related to the officer’s job, or for such other purposes as the Chief of Police may in his discretion allow. Such time shall be known as “Chief’s time.” Chief’s time shall be at the request of the officer and with the approval of the Chief. No officer shall accrue more than 100 hours of Chief’s time and, to the extent consistent with law when taking Chief’s time, it must not create overtime for the Borough, except that this requirement may be waived by the Chief in appropriate circumstances, and subject to the existing practice of allowing at least one officer per shift to utilize paid time off. The Borough reserves the right to cash out any officer’s accrued Chief’s time, in whole or in part, effective the final pay periods of June and November of any calendar year.

**Section 12:** Effective July 1, 2022, the Borough will calculate overtime pay for police officers based on the division of the officer’s annual salary by 2,080 hours of work per year instead of 2,088 hours of work per year.



**ARTICLE V**

**Salaries**

**Section 1:** Employees' annual salaries and steps for the positions of Patrolman, Sergeant, and Lieutenant effective January 1, 2021 through December 31, 2025 are shown on Schedule A attached. Notwithstanding any other provision to the contrary, annual step movement on the Schedule A salary guides shall cease upon the expiration of this collective negotiations agreement on December 31, 2025.

**Section 2:** Employees hired as Probationary Patrolmen during the term of this Agreement shall be hired at the appropriate step of the applicable salary range at an annual salary to be determined by resolution of the Borough Council in their sole discretion.

**PROBATIONARY PATROLMEN**

- (a) Probationary period begins on date of hire and concludes twelve (12) months from the date of hire.
- (b) The Academy Rate remains in effect for a new hire until successful completion of graduation from the Academy. Upon graduation from the Academy the employee will move to and begin first year Patrolman under Schedule "A" for a period of one year.
- (c) A person hired after successful completion of the Police Academy will be hired at the rate of first year Patrolman

No later than thirty (30) days before the completion of an employee's first twelve (12) months as a Probationary Patrolman, the Chief of Police shall recommend to the Public Safety Committee that the Probationary Officer shall:

- (a) Be appointed as a regular Patrolman
- (b) Be dismissed

The Borough Council shall act on this recommendation within thirty (30) days.

**Section 3:** All employee shall be in a salary grade as determined by resolution adopted by the Borough Council. All employees including employees promoted during the term of this Agreement shall have an anniversary date as may be determined by the Borough Council by resolution.

**Section 4:** All employees hired prior to January 1, 1991, shall, in addition to the salaries set forth above, be entitled to longevity pay as follows:

<u>CONTINUOUS YEARS OF SERVICE</u>	<u>AMOUNT OF LONGEVITY</u>
1-4	None
5-10	\$300.00
11-14	\$450.00
15-18	\$550.00

19-21	\$650.00
Over 21	\$750.00

For the purpose of longevity, an employee's anniversary date is to be considered as the first day of the calendar quarter in which he or she was hired. The longevity pay provided for by this section shall be paid bi-monthly at the same time and in addition to the regular salary as provided above. All employees hired after January 1, 1991, shall not be entitled to longevity pay.

**Section 5:** Effective January 1, 2005, any patrolman, sergeant, or lieutenant, who is assigned to the Detective Bureau, shall receive an annual stipend in the amount of \$2,500.00 which shall continue so long as the employee remains assigned to the Detective Bureau. The stipend shall be paid along with the employee's bi-monthly pay; however, the stipend shall not be part of base salary.

Effective January 1, 2018, any patrolman, sergeant, or lieutenant, who is first assigned to the Detective Bureau on or after January 2, 2018 shall receive an annual stipend in the amount of \$1,800.00, which shall continue so long as the employee remains assigned to the Detective Bureau. The stipend shall be paid along with the employee's bi-monthly pay; however, the stipend shall not be part of base salary.

**Section 6:** If, in any year(s), the parties agree to a salary freeze, Police Officers shall advance only to the next succeeding step when the freeze expires. There shall be no skipping of steps.

**Section 7:** The salary increases contained in Schedule A shall be applicable retroactively to all employees on the Borough payroll on July 1, 2022, and to those who retired or resigned in good standing prior to that date.

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## ARTICLE VI

### Education

**Section 1:** For all Police Officers hired prior to January 1, 2015, upon attaining either an Associate's Degree or Bachelor's Degree in Police Science or Law Enforcement, the officer shall receive \$900.00 per annum for an Associate Degree or \$1,800 per annum for a Bachelor's Degree. The payment for either an Associate's Degree or a Bachelor's Degree shall be included in the police officer's base salary beginning on January 1 of the year immediately following attainment of the Associate's Degree or Bachelor's Degree.

Police Officers hired after January 1, 2015 shall not receive incentive compensation for the attainment of either an Associate's Degree or Bachelor's Degree.

**Section 2:** The Borough hereby agrees to pay the cost of tuition and books (only) to Borough Police Officers who are enrolled in a degree program on December 11, 2014, and pursuing an Associate's Degree or Bachelor's Degree, provided that the courses taken must be job related and must be certified to this effect by the Chief of Police and the Chairman of the Borough Council Public Safety Committee.

The payment for tuition and books (only) for those Borough Police Officers enrolled in an Associate's Degree Program or Bachelor's Degree Program on December 11, 2014, is contingent upon the successful completion of the courses with a minimum grade of "B".

The payment for tuition and books (only) to those Borough Police Officers enrolled in an Associate Degree or Bachelor's Degree program on December 11, 2014, will continue until the attainment of the degree pursued or until December 31, 2016. In no case will payment be made for courses completed after December 31, 2016.

All such payments will be made in a lump sum upon presentation of proof of completion of the course with a minimum grade of "B".

Effective January 1, 2015, no payment will be made for tuition and books (only) to those Borough Police Officers enrolled in a Master's Degree program.

**ARTICLE VII**

**Medical and Dental Benefits**

**Section 1:** Employees shall receive hospitalization benefit and major medical as provided by the New Jersey State Health Benefits Program. Employees shall contribute under the provisions of Chapter 78 of the Laws of 2011, with new employees contributing at the highest level (year 4), a **maximum** of 35% of the applicable premiums for the specific hospitalization and major medical coverage plans and levels of coverage, (family coverage, individual coverage, member and spouse/child coverage, or their respective equivalent), they select for themselves and for their covered dependents, if any. The Borough shall bear all premium costs in excess of the employees' contributions. Employee contributions will be deducted pro rata from the employee's bi-monthly pay. The Borough shall not pay the premium cost for any individual on Disability Pension.

**Section 2:** Employees shall receive dental benefits as provided by Delta Dental Plan II-A (plus child orthodontic benefits); premium cost to be borne by the Borough. Employees shall have the option to upgrade coverage to the Delta Premier Plan provided that no additional costs above the premium cost of the Delta Dental Plan II-A shall be imposed on the Borough.

**Section 3:** The Borough shall enroll all eligible employees in the New Jersey State Disability Plan. The Borough and the Employee shall equally share payment for such enrollment in the plan. Any subsequent increase in premium shall also be equally shared.

**Section 4:** All employees hired prior to January 1, 1993, shall be entitled to the following health benefit upon retirement from the borough after 25 years of continuous service as a Police Officer.

Hospitalization and major medical as provided by the New Jersey State Health Benefits Program; Premium cost, only for the individual, to be borne by the Borough.

**Section 5:** All employees hired after January 1, 1993, shall be entitled to the following health benefit upon retirement after 25 years of continuous service as a Police Officer with the Borough:

Hospitalization and major medical as provided by the New Jersey State Health Benefits Program; Premium cost, only for the individual, to be borne by the Borough.



**ARTICLE VIII**

**Clothing Allowance**

A clothing allowance per Police Officer shall be permitted and allowed for each year during the term of this Agreement as follows:

2021	\$850.00
2022 and thereafter	\$900.00

The allowance shall be paid, in full or in part, only upon submission of a voucher which is signed by the seller of the clothing who shall thereby certify that the articles of clothing referred to thereon were sold or delivered, and signed by the Police Officer who shall thereby certify to the receipt of same. All payments hereunder shall be made directly to the Police Officer purchasing the articles of clothing.

Any Police Officer who retires during any year will receive the clothing allowance pro-rated to the date the retirement takes effect (as filed with the PFRS).

**ARTICLE IX**

**Retirement Leave**

**Section 1:** All employees hired prior to January 1, 1993, shall be entitled to the following retirement leave after 25 years of continuous service as a Police Officer:

Retirement leave with full pay, computed at the employee's basic hourly wage rate at the time of retirement, shall be provided to such employee on the basis of eight (8) hours pay for each full year of service up to a maximum of 25 years of service as a Police Officer, prior to the employee's written request for retirement. Retirement leave shall be provided to the employee following receipt by the Borough of the employee's proper application for retirement and written notice of approval thereof by the New Jersey Division of Pensions. Such leave shall be granted by the Borough prior to the employee's effective date of retirement.

**Section 2:** All employees hired after January 1, 1993, shall be entitled to the following retirement leave after 25 years of continuous service as a Police Officer with the Borough:

Retirement leave with full pay, computed at the employee's basic hourly wage rate at the time of retirement, shall be provided to such employee on the basis of eight (8) hours pay for each full year service up to a maximum of 25 years of service as a Police Officer with the Borough, prior to the employee's written request for retirement. Retirement leave shall be provided to the employee following receipt by the Borough of the employee's proper application for retirement and written notice of approval by the New Jersey Division of Pensions. Such leave shall be granted by the Borough prior to the employee's effective date of retirement.

**ARTICLE X**

**Borough Rights and Responsibilities**

**Section 1:** In order to effectively administer the affairs of the Borough and to properly serve the public, the Borough of Morris Plains 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 Borough;
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; and
5. To promulgate reasonable rules and regulations from time to time, which may affect the orderly and efficient administration of the Borough.

**Section 2:** The Borough's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practice 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 laws of New Jersey and of the United States.

## ARTICLE XI

### Grievance Procedure

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievances" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.

Minor discipline shall be the subject of the grievance procedure. This procedure shall not apply to matters which involve the interpretation or application any Federal or State statutes or rules or regulations of any Federal or State agency in which a method of review is prescribed by law.

The procedure for settlement of grievances shall be as follows:

A. Step One

In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved the employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief's absence. The grievance may be discussed informally by the grievant and the Chief or his designee within the ten (10) working days designated for filing.

B. Step Two

If the Association wishes to appeal the decision of the Chief of Police (or the Officer in charge if the Chief is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

The employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

C. Step Three

(1) If no satisfactory resolution of the grievance is reached at Step Two then within five (5) working days the grievance shall be referred to the Public Employment Relation Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The arbitrator shall have the full power to hear the grievance and make a final and binding decision. The decision shall neither modify, add to, nor subtract from the terms of the Agreement, rules or regulations. The arbitrator shall have the right to order a remedy where appropriate.

- (2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.
- (3) Failure to act within the contractual time periods shall constitute an abandonment of the grievance.
- (4) Employees covered by this Agreement shall have the right to process their own grievances without representation.
- (5) The Borough's representatives and the Union may extend deadlines and time limits by mutual agreement.
- (6) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as it may incur.



**ARTICLE XII**

**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 of masculine gender shall be construed to include the feminine 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.

**Section 4:** Effective January 1, 2015, the Borough shall cease to provide members of the PBA with life insurance policy coverage. Without limitation of the foregoing sentence, the parties specifically agree that any prior practice of the Borough of providing members of the PBA with life insurance coverage in the amount of \$10,000 per policy, at the expense of the Borough, shall be discontinued effective January 1, 2015.

  
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**ARTICLE XIII**

**Sick Leave**

**Sick Leave:**

Shall be in accordance with the following sick leave policy, definition and procedures:

“Sick Leave” is defined as absence from duty of an employee because of illness, accident, or exposure to contagious disease of the employee, a member of the employee’s immediate family (defined as the employee’s spouse and children) or the employee’s household members.

All employees using sick leave for three or more consecutive scheduled working days must provide a doctor’s certificate.

**Policy:**

All Police Officers hired prior to January 1, 2005 with one (1) or more years of service will be permitted to accumulate unused sick time up to a maximum as follows:

2021	1,040 hours
2022	1,040 hours
2023	1,040 hours
2024	1,040 hours
2025	1,040 hours

All Police Officers hired after January 1, 2005 but prior to January 1, 2018 with one (1) or more years of service will be permitted to accumulate unused sick time up to a maximum as follows:

2021	1,000 hours
2022	1,000 hours
2023	1,000 hours
2024	1,000 hours
2025	1,000 hours

All Police Officers hired after January 1, 2018 with one (1) or more years of service will be permitted to accumulate sick time up to a maximum as follows:

2021	800 hours
2022	800 hours
2023	800 hours
2024	800 hours
2025	800 hours

All employees shall be entitled to the following sick leave with pay, which is computed from the officers’ or employees’ anniversary date:

<u>Length of Service</u>	<u>Time Allowed</u>
0 to 3 months	None

3 months to 1 year  
After 1 year of continuous service

8 hours per month  
96 hours

Upon severing employment, all Police Officers will be paid for accumulated sick time based upon a percentage of the Police Officer's sick time at the Police Officer's prevailing hourly rate in the following manner:

1. Police Officers upon retirement

All Police Officers hired prior to January 1, 2005, will be paid for accumulated sick time at the time of their retirement the lesser amount of \$25,000 or up to fifty percent (50%) of the following maximum amount of accumulated unused sick time:

<u>Year</u>	<u>Amount of accumulated sick time</u>
2021	960 hours
2022	960 hours
2023	960 hours
2024	960 hours
2025	960 hours

All Police Officers hired on or after January 1, 2005, but before January 1, 2018 will be paid for accumulated sick time at the time of their retirement the lesser amount of \$15,000.00 or up to fifty percent (50%) of the following maximum amount of accumulated sick time:

<u>Year</u>	<u>Amount of accumulated sick time</u>
2021	960 hours
2022	960 hours
2023	960 hours
2024	960 hours
2025	960 hours

All Police Officers hired on or after January 1, 2018, will be paid for accumulated sick time at the time of their retirement the lesser amount of \$15,000.00 or up to fifty percent (50%) of the following maximum amount of accumulated sick time:

<u>Year</u>	<u>Amount of accumulated sick time</u>
2021	800 hours
2022	800 hours
2023	800 hours
2024	800 hours
2025	800 hours

2. Upon the death of an officer (on the rolls of the department)  
the family shall receive 100% of accumulated sick leave



- |                           |                               |
|---------------------------|-------------------------------|
| 3. Upon being laid off    | 30% of accumulated sick leave |
| 4. Upon voluntary leaving | 0% of accumulated sick leave  |
| 5. Upon being discharged  | 0% of accumulated sick leave  |

**Sick Leaves: Extensions**

Extension of sick leave beyond the maximum allowed in the schedule set forth shall require special approval of the Borough Council.

**Sick Leaves: Regulations**

One-half of each work day (4 hours for officers on the 5-2 schedule and 6 hours for officers on the Pitman schedule) shall be the smallest unit to be considered in computing sick leave used.

Sick leave shall not be allowed for ordinary medical appointments, except for appointments for treatment of actual diagnosed illnesses and injuries.

**Donated Leave**

Bargaining unit members may participate in the Donated Leave Program as currently set forth in the Morris Plains Borough Personnel Policy and Procedures Manual. The terms of said Donated Leave Program are incorporated herein by reference.

**Procedure**

An employee who becomes ill is responsible for notifying his/her Supervisor four (4) hours in advance of the scheduled starting time, either personally or through an emissary.

The Police Chief or his/her designee will maintain records for each employee upon which he/she shall record the total sick leave used. All sick leave earned and used for each completed continuous service year shall be shown on the record.

In protracted illnesses or disability, weekly or bi-weekly health reports may be requested by the Borough Council. The request shall be in writing and addressed to the individual employee and the Chief of Police. The choice of the reporting physician, attending or Borough-designated, is at the discretion of the Borough.

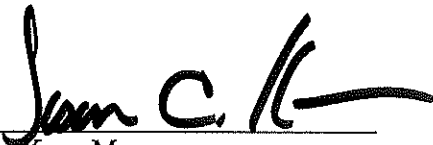
**ARTICLE XIV**

**Duration**

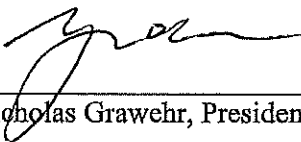
This Agreement shall have a term from January 1, 2021, through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2025, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

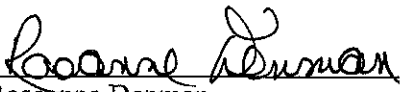
**BOROUGH OF MORRIS PLAINS**

  
\_\_\_\_\_  
Jason Karr, Mayor

**PBA LOCAL 254**

  
\_\_\_\_\_  
Nicholas Grawehr, President

ATTEST:

  
\_\_\_\_\_  
Roseanne Denman,  
Borough Clerk and Registrar

ATTEST:

  
\_\_\_\_\_  
Vincent Zarrillo, Secretary



**SCHEDULE A**

2% increase int 2021 and 2022

2.25% increase into 2023, 2024 and 2025

Adjustment of 2% Sergeant & Lieutenant for  
2018, 2019, 2020

<u>Patrolman</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Academy	49,021.85	50,002.29	51,002.33	52,149.89	53,323.26	54,523.03
1 <sup>st</sup> Year	61,310.54	62,536.75	63,787.49	65,222.70	66,690.22	68,190.74
2 <sup>nd</sup> Year	69,076.55	70,458.08	71,867.24	73,484.26	75,137.65	76,828.25
3 <sup>rd</sup> Year	78,329.10	79,895.68	81,493.60	83,327.20	85,202.06	87,119.11
4 <sup>th</sup> Year	83,283.09	84,948.75	86,647.73	88,597.30	90,590.74	92,629.03
5 <sup>th</sup> Year	86,953.25	88,692.32	90,466.16	92,501.65	94,582.94	96,711.05
6 <sup>th</sup> Year	91,937.65	93,776.40	95,651.93	97,804.10	100,004.69	102,254.80
7 <sup>th</sup> Year	101,599.00	103,630.98	105,703.60	108,081.93	110,513.77	113,000.33
8 <sup>th</sup> Year	117,673.59	120,027.06	122,427.60	125,182.22	127,998.82	130,878.80
 <b><u>Sergeant</u></b>						
1 <sup>st</sup> Year	113,050.94	122,369.97	124,817.37	127,625.76	130,497.34	133,433.53
2 <sup>nd</sup> Year	115,242.46	124,742.14	127,236.99	130,099.82	133,027.07	136,020.17
3 <sup>rd</sup> Year	117,499.28	127,185.00	129,728.70	132,647.60	135,632.17	138,683.89
4 <sup>th</sup> Year	129,201.46	131,785.49	134,421.20	137,455.67	140,538.20	143,700.31
 <b><u>Lieutenant</u></b>						
1 <sup>st</sup> Year	123,132.35	133,282.42	135,948.06	139,006.90	142,134.55	145,332.58
2 <sup>nd</sup> Year	125,382.41	135,717.95	138,432.31	141,547.04	144,731.85	147,988.31
3 <sup>rd</sup> Year	137,703.35	140,457.41	143,266.56	146,490.06	149,786.09	153,156.27