

# AGREEMENT

by and between

TOWNSHIP OF MORRIS

and

MORRIS TOWNSHIP POLICE ADMINISTRATORS ASSOCIATION

as negotiated by the

MORRIS TOWNSHIP COMMITTEE

and the

FRATERNAL ORDER OF POLICE, LODGE #136

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January 1, 2003 through December 31, 2005

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## Preamble and Purpose

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of SEPTEMBER 2000, 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 Police Administrator's Association, hereinafter sometimes referred to as the Association, is the final and complete understanding between the Township and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Township and those of its employees who are subject to this agreement, in order that more efficient and progressive police service be rendered.

Upon execution of this Agreement, both parties agree that the provisions of any prior agreements shall be superseded and no longer of any force and effect.

## Article I: Recognition and Scope

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

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

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

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

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

Section 4: Agency Shop – All employees covered by this agreement who are not members of the Fraternal Order of Police Morris Township Lodge #136, shall compensate the Morris Township Lodge #136 for expenses incurred relating to the negotiation of this agreement. The compensation shall be equal to 85% of the per member assessment made by the FOP Labor Council on each member of Morris Township Lodge #136.

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

## Article II: Township Rights and Responsibilities

Section 1: In order to effectively administer the affairs of the Township government and to properly serve the public, the Township of Morris hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Township;
2. To direct its working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees;
5. To promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of Township government.
6. The Township shall exercise the foregoing rights in accordance with all applicable laws and the provisions of this Agreement.

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

Section 3: The Township shall furnish the Association with a copy of any change in the Rules and Regulations at least thirty (30) days prior to the effective date thereof. If an emergency arises, the Township shall not be bound to make such notification prior to implementation.

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## Article III: Policeman's Rights

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

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

Section 3: An employee shall have the right to obtain specific information from his personnel file on reasonable notice and at reasonable times.

- (a) 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 the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
- (b) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the locations where the incident allegedly occurred.
- (c) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (d) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
- (e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

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- (f) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of the member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.
- (g) In cases other than departmental investigations, if an officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
- (h) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.
- (i) No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist:
  - (1) Where the employer has 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. 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.
- (j) 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 shall be granted the following leave for vacation purposes, with pay, in and for each calendar year, except as otherwise herein provided.

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



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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 by September 30 of the succeeding year. No annual vacation leave shall be taken without the permission of the Chief of Police.

Section 3: Subject to Section 4, employees may take up to one-hundred-sixty (160) hours vacation leave in the increments of work days which correspond to their normal tour of duty, at the discretion of the Chief of Police.

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

*Chief*  
*Captains*  
*Lieutenants/Detective Lieutenant*  
*Sergeants/Detective Sergeants*  
*Patrol Officers/Detective Patrol Officers*  
*Communications Officers*

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

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

Section 6: Retiring employees shall receive credit for one half of the current year vacation if they retire prior to July 1. If they retire July 1 or later, they shall be entitled to the entire year vacation.

## Article V: Holidays

Section 1: Twelve holidays shall be paid to Sergeants, Detective Sergeants and Lieutenants, Detective Lieutenants at the employee's daily rate of pay, in a lump sum, on the first pay day of November of each year. Said holidays are as follows:

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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

Effective January 1, 2004 Holiday Pay will be rolled into base pay for Sergeants, Detective Sergeants, Lieutenants, and Detective Lieutenants and these said holidays will be the same for Captains days off.

## 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 fifteen (15) days, 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 (3) days with pay, upon the death of any member of his/her family. The term member of family is defined as follows; father or stepfather, mother or stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse, child, foster child, grandmother, grandfather, grandchild, grandfather-in-law, grandmother-in-law. Such leave shall be taken within seven (7) days of the funeral.

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- (b) Prior to absence from duty, if possible, or not later than noon of the first day of absence, an employee shall make application for bereavement leave to the Chief of Police. Reasonable verification of the event may be required.
- (c) In addition to the above, a one-day bereavement leave, with pay, is granted to the employee to attend the funeral of an uncle, aunt, nephew, niece, or cousin of the first degree of the employee or spouse of the employee. Prior approval from the Chief of Police is required for such one-day bereavement leave. If requested, proof must be furnished to the Chief of Police as to the relationship and death of the person involved.

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

### Section 4: Sick Leave.

- (a) Sick leave is defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious diseases, attendance 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 if need of leave of absence.
- (b) Sick leave with pay, in addition to the annual vacation, shall be one-hundred-twenty (120) hours per year. If any employee requires none or only a portion of his/her allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her accumulated sick leave with pay, as and when needed.
  - (1) Patrol sergeants working 12-hour tours of duty shall receive 100 hours of sick time per year.
  - (2) Patrol lieutenants shall receive 116 hours of sick time per year.
- (c) Employees covered by this Agreement shall be entitled to receive the following:
  - (1) For each hour of accumulated (unused) sick leave an eligible employee, as described below, shall be compensated at the rate of 40% for each hour of accumulated sick leave, up to a maximum of two thousand (2,000) hours, to be computed at the hourly rate of said employee's pay at the time of termination of service.
  - (2) For the purpose of subsection (c), an eligible employee is one (a) who retires from the Township service, (b) who resigns from Township service under circumstances other

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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.

### 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 leave 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 workmen'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 the lesser.

### Section 6: Personal Leave.

- (a) Each employee shall be entitled to 16 hours of personal leave a year with pay. All requests for personal leave shall be made to the Chief of Police at least four (4) days in advance, where feasible. Personal days may not be taken in lieu of vacation.
- (1) Patrol Sergeants working twelve hour tours of duty shall be entitled to 36 hours of personal leave a year with pay
- (2) Patrol lieutenants shall be entitled to 20 hours of personal leave a year with pay.
- (b) Unused personal time may be carried over to the following year. However, if this carry-over personal time is not used within the first six (6) months of the succeeding year, it shall be lost.

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- (c) Personal days shall not be allowed on major holidays (Easter, Thanksgiving, Christmas, New Year's Day) or evenings prior to these major holidays, unless minimum manpower requirements are met.
- (d) Personal hours shall be allowed on such major holidays provided that another full time Superior 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 with the issue of legal expenses.

### Section 2: School Expenses.

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

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- (3) For an officer to be eligible for college incentive, he/she must submit upon request of the Chief of Police; a copy of their diploma and/or an official transcript.

### Section 3: Reimbursement for Expenses

#### (a) Rates

- (1) Meals shall be paid for by the Township when approved by the Chief of Police of the Department in connection with an assignment.
- (2) 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 may apply for the reimbursement of expenses in advance of attending a Police Academy or any other institution he/she is ordered or authorized by the Chief of Police to attend. An employee may commute on a daily basis to and from his/her home while attending the Police Academy at Sea Girt until such time as adequate lodging facilities become available at said site. 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, Clothing and Maintenance Allowance

- (1) The Township shall reimburse members for their reasonable expenses for modifications and purchase of uniform items upon promotion. This shall include initial issue items (such as white shirts for lieutenants) and appropriate rank insignia for the new rank.
- (2) The Township shall purchase and furnish an employee one handgun which shall be in reasonably satisfactory condition. Said gun shall be returned to the Township upon termination of employment.
- (3) If an employee's clothing and/or equipment is destroyed, other than through ordinary wear and tear, in the line of duty, the Township shall replace it upon the

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approval of the Chief of Police. This shall include such personal items as shoes, prescription eyeglasses, prescription sunglasses, contact lenses and wristwatches. Wristwatches shall be furnished by the employee for reimbursement and the damaged wrist watch must be turned in at the time the request for reimbursement is submitted.

- (4) Hardware items such as hand guns, if damaged in the line of duty, holsters and belts, handcuffs and cases, night sticks/PR-24's, safety helmets, and badges, 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 schedule changes per year. Sufficient prior notice of schedule changes shall be given, in writing, to the scheduling superior officer, so that he/she can post changes. Failure to give sufficient written advance notice of schedule changes may result in disapproval of the schedule change or changes; provided, however, the Shift Commander may, in the absence of the scheduling superior officer, approve one (1) week or two (2) single day shift changes per request. Such changes shall constitute the exception rather than the rule.
  - (2) Shift changes will not be permitted when they will cause overtime to be paid to an employee who would not otherwise receive overtime or will cause additional expense to the Township

### Section 2: Overtime.

- (a) All employees, covered by this Agreement, shall be paid time and one-half of their hourly rate of pay for each hour of duty beyond their normal tour of duty. After an employee works one-half hour overtime, he/she shall receive overtime pay in one-half hour

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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.

1. Civil Proceedings: Members of the Association when required to attend a civil proceeding that arose out of his/her official duties for the Township shall make notification to the scheduling superior so that his/her tour(s) of duty can be adjusted to coincide with the proceeding.

(c) Except as provided for herein, overtime shall be paid as set forth above when an employee who is eligible to receive it, is required to work or attend training in excess of a completed tour of duty or an a regularly scheduled day off. Any eligible employee shall be paid compensation at the overtime rate when directed to perform duty beyond his/her regular tour of duty by the Chief of Police or his designee. As an alternative to the mandatory payment of overtime provided herein, an employee may elect, subject to the approval of the Chief of Police, to receive one and one-half hours compensatory time in lieu of overtime pay for each hour of overtime worked.

(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. Overtime reports shall be submitted through 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 therefor 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) Every other Friday, the Township will pay each employee a check to represent 1/26<sup>th</sup>, where appropriate, of the employees base salary.



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- (b) Payment for vacation periods shall be made on the established payday of the pay period 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.
- (c) The base salary of employees covered by this Agreement shall be shown on Schedule A: Sergeants, Schedule B: Lieutenants and Schedule C: Captains attached hereto and made a part hereof. Placement of employees on the salary guide shall be in accordance with current practice in the Township Police Department.

## Section 2: Call Out Pay.

- (a) When an employee is ordered to report for duty outside of his/her normal tour of duty for less than two (2) hours, he/she shall receive a minimum compensation therefor of two (2) 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 two (2) hours of duty, the employee shall be paid pursuant to the Overtime provisions of this Agreement for actual time worked beyond two (2) hours.

## Section 3: Detective Differential

- (a) Detective Sergeants and Detective Lieutenants shall receive \$1500. per calendar year, over and above the applicable annual salaries, while serving in the Detective Bureau as compensation for the loss of personal time while assigned to on-call status. When called out, the officer will be compensated at one and one half times the officer's hourly rate.
- (b) Periods of "on call" shall not exceed 13 weeks per year.

## Article X: Grievance Procedure

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

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

- (a) a misinterpretation and/or misapplication of any provision of this Agreement concerning wages, hours or working conditions, which is subject to the grievance procedure outlined

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herein including matters resulting in minor discipline of five (5) days or less suspension and shall hereinafter be referred to as a "contractual grievance;" or

- (b) inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Township, which shall be processed up to and including the Township Committee, and shall hereinafter be referred to as a "non-contractual grievance."

## Section 3: Presentation of a Grievance.

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

Step 1: **The appropriate Association representative (an association representative shall be a member of the Association),** 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: A member or members of the Grievance Committee designated by the Association and the Police Committee and the Township Administrator shall attempt to settle the dispute within twenty (20) days of the receipt of the grievance or the dispute will automatically be referred to Step 3.

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 in writing and signed as to the issues in dispute. The Township Committee shall render its decision within thirty (30) calendar days after submission of the grievance. If the Township Committee's decision involved a non-contractual grievance, the decision of the Township Committee shall be final and binding.

Step 4: Any unresolved contractual grievance (as defined in 2(a) Definitions above) may be appealed to arbitration by the Association or the Township. The request for arbitration must be filed within ten (10) days after receipt of the Township Committee's decision with

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the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon both parties.

## Section 4: Powers of the Arbitrator.

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

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

- (a) Except as specifically provided herein, whenever any act is required under this Article to be done or performed within a specified period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period.
- (b) Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.
- (c) The provisions of this Agreement, requiring payment of any sum of money, are subject to approval by the Township Committee by ordinance.

# MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

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

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

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

Section 3: Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Association or its members.

## Article XII: Maintenance of Certain Benefits

Section 1: The Township agrees to maintain existing insurance, dental plan, and applicable pension benefits for employees during the term of this Agreement.

## MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

Section 2: The Township shall provide active bargaining unit members and eligible dependents a Prescription Plan with a \$5.00(generic) /\$10.00 (brand name)/\$0.00 (mail order) co-payment per prescription.

Section 3: Health insurance, provided through the New Jersey State Health Benefits Program, will be provided by the Township for all employees subject to this Agreement in accordance with current Township policy at the expense of the Township within sixty (60) days of date of employment. Dependent coverage for health insurance is available for the employees at no additional charge and, at the option of the employee. If the employee enrolls in an HMO as an alternative, the Township shall not pay a premium in excess of the family coverage rate of the traditional plan offered by the program.

- (a) The Township reserves the right to change insurance carriers during the life of this contract, if the level of coverage is not diminished.
- (b) The Township will provide full family dental coverage.
- (c) Each member of this association shall share equally (50% employee contribution) in the annual premium increase above the 1991 annual premium rate for dental and prescription medication coverage.

Section 4: If an employee dies in the course of his/her employment with the Township while in the line of duty, the Township shall continue for the employee's spouse and children who have not reached the age of nineteen (19), or, if attending school the age shall be 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.

# MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

## Article XIII: General Provisions

Section 1: This agreement constitutes the complete and final understanding and resolution by the parties of all negotiable issues which were or could have been the subject matter of negotiations between them.

Section 2: If any provision of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

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

## Article XIV: Definitions

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

## 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

# MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

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: Fraternal Order of Police Meetings The Association delegate or alternate delegate shall be granted time off from duty, and shall suffer no loss of pay to attend the annual convention of the Fraternal Order of Police convened pursuant to N.J.S.A. 40A:17-177 and other meetings of the state organization. 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: Members of the negotiating team appointed by the F.O.P. 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 F.O.P. , 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 any special meetings.

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

## Article XVI: Physical Examinations

- (a) It shall be the obligation of the Police Chief to establish a schedule of appointments for physical/medical examinations for members of the Police Department taking into consideration age, prior examinations, accidents or injuries or any other factors or observations he feels important and to the extent of available funding within each current municipal budget year.
- (b) The Chief shall notify each member of the Department, in writing, to schedule an appointment with the Township Physician.
- (c) The Township Physician shall examine those members of the Police Department in accordance with a schedule of appointments as established by the Police Chief.

## MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

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



MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

Article XVIII: Duration

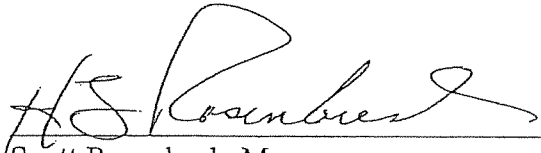
This Agreement, shall have a term from January 1, 2003, through December 31, 2005. If the parties have not executed a successor agreement by December 31, 2005, then this Agreement shall continue in full force and effect until a successor agreement is executed.


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

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

TOWNSHIP OF MORRIS

ATTEST:

By:   
Scott Rosenbush, Mayor


  
Cathleen Y. Amelio, Township Clerk

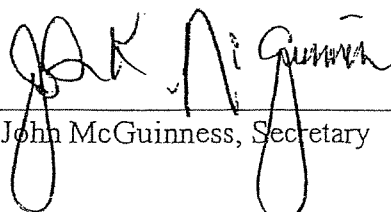
11/03/04  
Date

(Seal)

MORRIS TOWNSHIP POLICE ADMINISTRATOR'S  
ASSOCIATION

ATTEST:

  
Kevin O'Shea, President 11/13/04

  
John McGuinness, Secretary

# MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

## SCHEDULE A: SERGEANTS SALARY

		2003	2004	2005
		3.85%	3.28%	3.85%
GRADE 3 -	YEAR 1	\$76486.	\$82640.	\$85822.
(No College)	YEAR 2	\$77748.	\$84005.	\$87239.
	YEAR 3	\$79123.	\$85490.	\$88782.
GRADE 2 -	YEAR 1	\$77787.	\$84046.	\$87282.
(A.S.)	YEAR 2	\$79051.	\$85412.	\$88700.
	YEAR 3	\$80424.	\$86895.	\$90240.
GRADE 1 -	YEAR 1	\$79057.	\$85418.	\$88707.
(B.S.)	YEAR 2	\$80321.	\$86784.	\$90125.
	YEAR 3	\$81694.	\$88267.	\$91666.

## SCHEDULE B: LIEUTENANTS SALARY

		2003	2004	2005
		3.85%	3.28%	3.85%
GRADE 3 -	YEAR 1	\$86414.	\$93367.	\$96962.
(No College)	YEAR 2	\$87360.	\$94389.	\$98023.
	YEAR 3	\$88811.	\$95958.	\$99652.
GRADE 2 -	YEAR 1	\$88388.	\$95500.	\$99177.
(A.S.)	YEAR 2	\$89399.	\$96593.	\$100,312.
	YEAR 3	\$90766.	\$98070.	\$101,845.
GRADE 1 -	YEAR 1	\$90202.	\$97460.	\$101,213.
(B.S.)	YEAR 2	\$91090.	\$98420.	\$102,209.
	YEAR 3	\$92454.	\$99893.	\$103,739.

MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

SCHEDULE C: CAPTAINS SALARY

		2003	2004	2005
		3.85%	3.85%	3.85%
GRADE 3 - No College)	YEAR 1	\$95994.	\$99690.	\$103,528.
	YEAR 2	\$97434.	\$101,185.	\$105,081.
	YEAR 3	\$98891.	\$102,698.	\$106,652.
GRADE 2 - (A.S.)	YEAR 1	\$97849.	\$101,616.	\$105,528.
	YEAR 2	\$99290.	\$103,113.	\$107,082.
	YEAR 3	\$100,744.	\$104,622.	\$108,650.
GRADE 1 - (B.S.)	YEAR 1	\$99539.	\$103,371.	\$107,351.
	YEAR 2	\$100,979.	\$104,866.	\$108,904.
	YEAR 3	\$102,432.	\$106,376.	\$110,472.

# MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

## Side - Bar Agreement

The purpose of this section is to establish twelve (12) hour Pitman Schedule for the sergeants assigned to the Patrol Division.

### Section 1. The Work Schedule:

- (a) Sergeants shall work a twelve (12) hour tour of duty with base tours of 0630 -1830 (day shift) and 1830 -0630 (night shift). The 12 hour work schedule is based on a rotating cycle of work days and days off operating on a two (2) week cycle commencing every other Monday. (2 days on duty / 2 days off duty / 3 days on duty / 2 days off duty / 2 days on duty / 3 days off duty.)
1. During the course of the cycle sergeants will work seven (7) 12 hour tours totaling eighty-four (84) hours of work. The hours per two (2) week cycle over the normal eight (80) hours will be credited at straight time to a separate time account, known as the Pitman Account.
  2. Sergeants may make unlimited shift changes of single days and (6) whole work cycles, provided such changes do not result in a sergeant receiving overtime. Unlimited single day schedule changes will remain in effect.
  3. In order to minimize the effects of rotating shifts, the schedule will include three cycles of the same or similar tours of duty. Upon completion of the third cycle, the squads will rotate from days to nights, or nights to days depending on their previous shift assignment.
  4. Hours worked beyond the scheduled tour of duty will count as overtime and be compensated at time and a half (paid overtime or compensatory time).
  5. For pay purposes the workweek will remain a calendar workweek of (40) hours.
  6. Sergeants will continue to accrue "Pitman time" while on vacation, sick leave, personal time, disability time, military time, compensation time and bereavement time.

## MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

7. Time off will be deducted in accordance with the number of hours the sergeant was scheduled to work on a given tour of duty. Compensatory time or Pitman time can be used in combination with personal leave or bereavement leave in order to provide sufficient hours to enable sergeants to take the allowable number of benefit days (shifts) off. While working the Pitman schedule sergeants shall be entitled to thirty six (36) hours of personal time and thirty (30) or ten (10) hours of bereavement time, as the case may be, and one hundred (100) hours of sick leave.

### Section 2: Squad Assignments:

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

### Section 3: Use of Pitman Time

- (a) Sergeants shall submit their requests for Pitman time off to the Patrol Division Commander who will process the requests for time off based on seniority and the availability of a relief supervisor.
- (b) Pitman time will be granted subject to the staffing needs of the department. No Pitman time will be granted if it will incur an overtime expense to the Department, except in the case of combining it with personal time or bereavement leave.
- (c) If a requested time off is denied due to staffing requirements the Division Commander will return the request to the sergeant. The sergeant may then request another tour off.
- (d) If the sergeant is unable to use his accumulated Pitman time during a regular rotation because of staffing requirements, the sergeant may carry the time in his/her Pitman time account.
- (e) The Pitman time account will have a maximum limit of 48 hours. The Chief of Police or his designee may authorize a higher limit on Pitman time if the needs of the Department prevent a sergeant or several sergeants from expending accumulated time in excess of forty-eight (48) hours.

## MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

- (f) Pitman time requests for whole shifts off will supersede requests for partial shifts off except in the case of combining it with personal or bereavement leave.
- (g) Minimum supervisory manpower for the Patrol Division shall be one (1) patrol supervisor (officer with the rank of sergeant or lieutenant) 24 hours a day.

### Section 4: Training:

- (a) In House Training: The department will schedule in-house training for Sergeants on their scheduled days off. **This training time will be added to the Pitman time account at a rate of time and one-half.** This time may be used by the Sergeants in accordance with the procedures set forth above. The department will provide advance notice for training days. Training days will be scheduled generally for eight (8) hours. There will be a maximum of six (6) training days scheduled per year.
- (b) Academy Training and Teaching
  1. Police academy training and teaching is addressed in one of the following methods, depending upon the duration of the training, the location of the training and the scheduled hours.
  2. When a sergeant attends a single or multiple day training program, less than one week, the sergeant will be scheduled for a twelve hour tour of duty for the day of the training. Upon completion of the scheduled training session, the sergeant will have the option of completing his/her twelve (12) hour tour, or, request the use of vacation, Pitman or compensatory time off to complete the twelve (12) hour tour.
  3. Sergeants assigned to a one-week training program will be credited with a forty (40) hour workweek. If extensive travel time is included due to the location of the training facility, i.e. NJSP Academy in Sea Girt or an out-of-county facility, the necessary adjustments to the officer's schedule will be made for the balance of the work cycle.
  4. Sergeants assigned to a two (2) week training program will get credit for forty (40) hours in each week unless the travel time indicates the sergeant should receive additional hourly compensation. No Pitman time will accumulate.

# MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

## Section 5: Administrative Sergeant

- (a) The fifth Sergeant's primary function is to provide relief for the four (4) other squad sergeant's time off due to; vacation, Pitman, compensatory, personal, disability, sick time, etc.
1. When the administrative sergeant is not providing relief, he/she will be assigned to work Monday through Thursday, 0700-1700, and will handle staff assignments as directed by the Division Commander.

**Section 6: Meal Breaks:** Sergeants working the twelve (12) hour tours of duty will receive a one (1) hour meal break. Sergeants will be subject to call during their meal break, when necessary.

**Section 7: Court Appearances:** If a Sergeant is working the night shift the day before or after a scheduled court date, the sergeant will not be required to attend the court session so the proper rest can be obtained.

**Section 8: Vacation Requests:** Selection for vacation time off will be based upon seniority for all full weeks off submitted before the annual March 31 deadline. Any requests for single days off for; vacation, comp-time, Pitman time, etc., will be handled on a first-come, first-serve basis.

**Section 9: Overtime and Extended Shifts:** When it becomes necessary to replace a sergeant due to; illness, personal time, bereavement, or for any other reason that may incur an overtime expense the following procedures will be followed:

### (a.) Overtime for an Entire Shift

1. The sergeant from the off-duty squad working the same shift, day to day or night to night will be contacted first. If the sergeant is not available the off-duty sergeant working the opposite shift will be contacted, (day to night). The administrative sergeant will be contacted next for the shift replacement.
2. If a replacement sergeant is not available the overtime then will be offered to a lieutenant.
3. Sergeants working the 12 hour tour may be extended a maximum of six (6) hours to cover overtime.

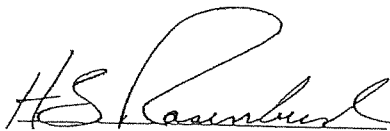
MORRIS TOWNSHIP POLICE ADMINISTRATOR'S ASSOCIATION

4. Sergeants must have a minimum of six (6) hours off before the next shift.

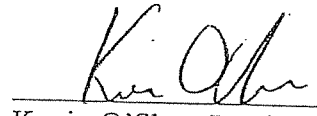
(b) Overtime Less than an Entire Shift

1. Overtime will be offered to sergeants working the current shift not to exceed a six (6) hour extension, for a total eighteen (18) hour tour-of-duty.

Township of Morris

  
\_\_\_\_\_  
Scott Rosenbush, Mayor      10/6/04  
Date

Morris Township Police  
Administrator's Association

  
\_\_\_\_\_  
Kevin O'Shea, President      11/13/04  
Date