

TOWNSHIP OF MORRIS

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TIMOTHY F. QUINN
TOWNSHIP ADMINISTRATOR

(973) 326-7360

October 10, 2018

Detective Clay Boeninghaus, President
Morris Township PBA 133
P.O. Box 32
Convent Station, NJ 07961

**RE: MTPBA 133 Collective Negotiated Agreement
January 1, 2018 to December 31, 2021**

Dear President Boeninghaus:

Enclosed please find a fully executed copy of the above referenced contract for your file and distribution among the local membership. Also enclosed is a copy of salary ordinance 22-18 authorizing the agreed upon wage increases and retroactive pay. Wage increase and retroactive pay for those members at top pay will be in the October 19, 2018 payroll.

Very truly yours,

Timothy Quinn
Township Administrator

Enclosure

cc: Cathleen Amelio, Township Clerk w/ encl. (original)
Francine DeAngelis, CFO e/ encl.
Police Chief Mark DiCarlo, w/ encl.
James Prusinowski, Esq. w/ encl.
Township Administrator's Office w/ encl.

TOWNSHIP OF MORRIS
MORRIS COUNTY, NEW JERSEY
TOWNSHIP OF MORRIS
MORRIS COUNTY – NEW JERSEY

ORDINANCE NO. 22-18

ORDINANCE ESTABLISHING SALARIES AND COMPENSATION FOR EMPLOYEES OF THE POLICEMEN'S BENEVOLENT ASSOCIATION (PBA Local 133) OF THE TOWNSHIP OF MORRIS

BE IT ORDAINED by the Township Committee of the Township of Morris, in the County of Morris and the State of New Jersey, they being the governing body of said Township as follows:

SECTION ONE: The Policemen's Benevolent Association (PBA Local 133) of the Township of Morris salaries for the years 2018, 2019, 2020 and 2021 shall be as follows:

PTC CERTIFIED	2018 2%	2019 2%	2020 2%	2021 2%
00-12 months	\$ 51,185	\$ 51,185	\$ 51,185	\$ 51,185
13-24 months	\$ 59,337	\$ 59,337	\$ 59,337	\$ 59,337
25-36 months	\$ 67,492	\$ 67,492	\$ 67,492	\$ 67,492
37-48 months	\$ 72,473	\$ 72,473	\$ 72,473	\$ 72,473
49-60 months	\$ 77,454	\$ 77,454	\$ 77,454	\$ 77,454
61-72 months	\$ 83,456	\$ 83,456	\$ 83,456	\$ 83,456
73-84 months	\$ 86,845	\$ 86,845	\$ 86,845	\$ 86,845
85-96 months	\$ 90,234	\$ 90,234	\$ 90,234	\$ 90,234
96-108 months	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000
OVER 108 months	\$ 106,410	\$ 108,538	\$ 110,708	\$ 112,923
 POLICE ACADEMY	 \$ 40,501	 \$ 40,501	 \$ 40,501	 \$ 40,501
 COLLEGE / MILITARY FOLLOWING 4 YEARS of PTC SERVICE				
BS	\$ 3,350	\$ 3,350	\$ 3,350	\$ 3,350
AS	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700
MILITARY	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700

SECTION TWO: The salaries or compensations shall be retroactive to January 1, 2018. Any employee retiring prior to enactment of this ordinance will be entitled to retroactive compensation provision of this ordinance. Any PBA member who voluntarily resign or was otherwise discharged from employment from January 1, 2018 to the introduction date of this ordinance shall not be entitled to receive the salary adjustment herein. The established salaries or compensation shall be in lieu of any and all fees.

SECTION THREE: Effective January 1, 2012 implementation of applicable legislation, , P.L. 2011, Chapter 78 from the State of New Jersey all employees shall contribute towards their health benefits as required by State Statute. No employee will be exempt from payment of such contribution based upon their coverage, health benefit plan selection, compensation and other statutorily required criteria, if any. Employees receiving the enhanced dental plan coverage are required to pay the difference between the cost of the basic plan and the enhanced plan.

SECTION FOUR: Any employee who voluntarily resigns or is discharged from employment prior to the introduction date of this ordinance shall not be entitled to receive the salary adjustment set forth herein.

SECTION FIVE: This Ordinance shall take effect upon final passage and publication thereof, as provided for by law.

AGREEMENT

by and between

TOWNSHIP OF MORRIS

And

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

January 1, 2018 through December 31, 2021

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Salary Guide: Schedule A

Attached

Schedule B: Dental and Prescription Plan

Attached

Preamble and Purpose

THIS AGREEMENT, made and entered into this 10th day of October, 2018, by and between the Township of Morris, a municipal Government in the County of Morris, State of New Jersey, Hereinafter sometimes referred to as the Township and the Morris Township Policemen's Benevolent Association, Local No. 133 is the final and complete understanding between the Township and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Township and those of its employees who are subject to this agreement, in order that more efficient and progressive police service be rendered.

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

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Article I: Recognition and Scope

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

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

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

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

Article II: Township Rights and Responsibilities

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

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

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

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

Article III: Policeman's Rights

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

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

Section 3: An employee shall have the right to obtain specific information from his personnel file on reasonable notice and at reasonable times. When derogatory material is placed in an officer's personnel file, the Township agrees to notify the police officer, in writing, and the officer shall have the right to respond to such material, in writing, and that writing shall be placed in his personnel file. Specifically excluded herefrom are references for employment submitted to the Township.

Section 4: Departmental Investigations

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

f. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representatives before questioned concerning a violation of the Rules and Regulations during the interrogation of the member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

g. In cases other than departmental investigations, if an officer is under arrest or if he is a suspect of the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.

h. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

i. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist:

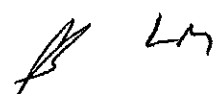
(1) Where the employer has reasonable suspicion to suspect that there is a job-related individualized impact with respect to the specific employee being tested, as per the Attorney General's Directive dated April 2018 or superseding directive.

(2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department.

(3) The Township shall implement a mandatory random drug testing of all sworn officers in accordance with the Attorney General Directive, No. 2018-2 dated March 20, 2018 or superseding directive.

j. Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this agreement.

k. The Township shall comply with all Attorney General Guidelines and Directives which apply to municipal police departments and its personnel including but not limited to those addressing Internal Affairs Investigations, Domestic Violence and Substance Abuse Testing.



Article IV: Vacations

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

<u>Length of Service</u>	<u>Vacation Hours</u>
Completion of six (6) months but less than one (1) year	40
From 1 st Anniversary to 5 th anniversary	80
From 5 th anniversary to 12 th anniversary	120
From 12 th anniversary to 17 th anniversary	160
From 17 th anniversary to 22 nd anniversary	200
After 22 nd anniversary	240

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

<u>Length of Service</u>	<u>Vacation Hours</u>
Completion of six (6) months but less than one (1) year	40
From 1 st Anniversary to 8 th anniversary	80
From 8 th anniversary to 16 th anniversary	120
From 16 th anniversary to 22 nd anniversary	160
After 22 nd anniversary	200

Section 2: Where, in any calendar year, the vacation or any part thereof is not granted by reason of pressure of business, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding year only and are to be used within the first nine (9) months of the succeeding year. No annual vacation leave shall be taken without the permission of the Chief and the Chief shall be the sole judge as to whether or not the pressure of business warrants deference of vacations.

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

Section 4: The Chief of Police shall allot the vacation periods in order to assure orderly operation and adequate continuous service, but he/she will grant vacation, so far as possible, in accordance with the desires of the employees covered by this agreement in the order of their seniority in rank. Requests for vacation time received before January 15, will be handled by seniority with the representative squads. Requests for vacation, comp-time and "Pitman Time" received after January 15 will be handled on a first come, first serve basis, except in the case of combining comp-time and "Pitman Time" with personal or bereavement leave as described in Article XVIII, paragraph 1.f.

- a. Officers will not be shifted from one squad to another or have their schedule

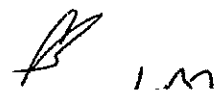
changed, without their consent, to allow another officer vacation time, comp-time or "Pitman Time."

- b. The duty shift commander will be responsible for handling requests for time off or schedule changes on a posted schedule.
- c. The scheduling officer will be responsible for time off or schedule change requests on schedules not yet posted.

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's vacation.

No employee shall receive a lump sum compensation for any accumulated personal, vacation, or Pitman Time upon retirement or resignation from employment with the Township. Rather, for the period from announcing his/her retirement or resignation until his/her retirement/resignation date, so long as sufficient leave time is available to the member, the employee shall be on paid leave (placed on a 5-2 schedule), which shall not be subject to mandatory minimum manpower requirements for approval.

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Article V: Holidays

Section 1: Said holidays are as follows:

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

Section 2: Work on Holidays

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

Section 3: Manpower Standards

The Chief of Police or his/her designee may modify the minimum manpower requirements for Holidays. Any modification in manpower shall be included in the regular schedule posting.

Article VI: Leaves

Section 1: Military Leave.

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

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

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

Section 2: Bereavement Leave.

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

(b) Prior to absence from duty, if possible, or not later than noon of the first day of absence, an employee shall make application for bereavement leave to the Chief of Police, stating specifically the relationship between the deceased and employee and the date(s) upon which the absence is requested.

(c) A one tour of duty bereavement leave, with pay, is granted to the employee to attend the funeral/ wake or memorial service of an uncle, aunt, nephew, niece, or cousin of the first degree of the employee or spouse of the employee.

Section 3: Leave Without Pay.

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

Section 4: Sick Leave.

(a) Sick leave is defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance upon members of his/her immediate family because of illness, requiring the care and attendance of such employee. A certificate of a reputable physician in attendance upon any employee or member if 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 credited to each employee on January 1 of each year in the amount of 112 hours. If any employee requires none or only a portion of his allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay, as and when needed.

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

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

(2) For the purpose of subsection (c), an eligible employee is one (a) who retires from the Township service, (b) who resigns from Township service under circumstances other than dishonorable after completing fifteen (15) years of service, or (c) who dies while being employed by the Township, regardless of years of service.

(3) Effective January 1, 1996, all new employees shall be subject to a maximum compensation of \$25,000.00.

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

Section 5: Disability Leave.

(a) Whenever any employee of the Township on a full-time basis is disabled through injury or illness which arose out of and in the course of employment as evidenced by a certificate of a reputable physician, he/she shall be granted, in addition to his/her annual sick leave with pay or any accumulation thereof, leaves of absence with pay for a period of thirty (30) days or so much thereof as may be required. If at the end of such thirty (30) day period, he/she is unable to return to duty, the Township Committee may extend such disability leave for an additional like period, either with full pay or part pay,

as it may determine, but no longer than a total of twelve (12) months with full pay. Certificates of continuing disability shall be filed at the end of each thirty (30) days by a reputable physician.

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

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

Section 6: Personal Leave

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

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

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

Section 7: Leaves Other than Sick Time or Personal Time

A minimum of one patrolman shall be allowed to use Vacation Time, Pitman Time or Compensatory Time per patrol shift. Requests for time off that would incur overtime or compensatory time expense must be submitted for approval on the Request for Time Off (RTO) form at least four (4) calendar days prior to the requested time off. Officers who submit a RTO form less than four (4) calendar days from the time they requested off may be denied time off if no personnel, pursuant to the agreed upon overtime allocation procedure, agrees to work said shift. It is understood that no personnel will be "ordered in" to meet minimum staffing requirements if the requested time off is submitted less than the four (4) calendar days requirement set forth above.

Section 8: Donated Leave Program

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

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

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

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

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

Any person donating leave time may only donate eight (8) hour blocks of time and may not donate more than 240 hours to any one recipient. A leave donor shall have remaining at least 500 hours of accrued sick leave when donating sick leave time. A leave donor may not revoke the leave donation. Leave time may only be donated to other officers who are eligible and covered by this Agreement.

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

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

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

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

Section 9: No employees shall receive a lump sum compensation for any accumulated personal, vacation or Pitman Time upon retirement or resignation from employment with the Township. Rather, for the period from announcing his/her retirement/resignation date, so long as sufficient leave time is available to the member, the employee shall be on paid leave, which shall not be subject to mandatory minimum manpower requirements for approval.

Article VII: Other Benefits

Section 1: Legal Expenses

If an employee is a defendant in any action or legal proceeding arising out of or directly related to the lawful exercise of police powers in the furtherance of his official duties, the Township shall provide said employee with the necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him/her by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense.

The language and the interpretation of this Section shall be consistent with the statutory requirements under N.J.S.A. 40A:14-155.

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

Section 2: School Expenses

(A) College Incentive Payment

(1) Associate's Degree

In order for full time police officers to receive college incentive payment they will be required to comply with the following:

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

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

(2) Bachelor's Degree

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

(a) Officer must possess a Bachelor's Degree with a major in either Police Science, Criminal Justice, Law Enforcement, Public Safety, Public Administration, Business Administration, Business Management, Business Science, Sociology, Psychology, Humanities, Behavioral and Social Sciences, Political Science, or Liberal Arts.

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

(a) a copy of their diploma

(b) an official transcript from the college

(B) Police Academy and Police Technical Schools

Any employee attending, with the permission of the Chief of Police, a Police Academy or any other school approved by the Chief of Police shall receive his/her regular pay during the period he/she attends such academy or school.

Section 3: Reimbursement for Expenses

(a) Rates

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

(2) During the term of this Agreement, mileage shall be paid at the rate of \$0.20 per mile, if the Chief of Police of the Department determines such transportation is necessary and does not provide transportation. Such mileage shall be computed from the Township's Police Headquarters and returning to same.

(b) Terms and Conditions of Reimbursement of Expenses

(1) Schools: An employee shall be paid for meals, transportation and lodging, if not provide, while attending a Police Academy or any other institution that he is ordered or authorized by the Chief of Police to attend. If the employee does commute on a daily basis to an academy out of county, where meals are served he/she is to be paid for mileage and tolls in lieu of expenses.


(2) Other assignments: Meals and mileage expense shall also be paid to any employee while on any official assignment other than his/her normal tour of duty, including an overtime assignment, for the department when an official car is not available and when said Chief of Police determines that it is not practical for the officer to eat at home.

(c) Uniform and Clothing Allowance

(1) In the first year of employment the Township shall purchase and furnish each new employee with a full issue of uniforms and equipment items and one handgun which shall be in reasonably satisfactory condition; said gun to be returned to the Township upon termination of employment.

(2) If part of an employee's clothing and/or equipment is destroyed, other than through ordinary wear and tear, in the line of duty, the Township shall replace it upon approval of the Chief of Police. This shall include such personal items as shoes, prescription eyeglasses, prescription sunglasses, contact lenses and wristwatches. Wristwatches shall be furnished by the employee for reimbursement and the damaged wristwatch must be turned in at the time the request for reimbursement is submitted.

(3) Hardware items such as hand guns, if damaged in the line of duty, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and mace, shall be purchased and supplied by the Township and replaced if the Chief of Police deems same necessary, in addition to the annual allowance for each officer.

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Article VIII: Hours of Work and Overtime

Section 1: Hours of Work

(A) Tours of Duty: Tours of duty shall be as is the current practice in the Department or as modified by the Chief of Police. Any change in any tours of duty or work schedule will be preceded, absent an emergency, by adequate notice to the Association, and the Association shall be given adequate opportunity to discuss such changes, absent an emergency, with the Township in advance of implementation of such changes.

(B) Work Schedule: Employees shall work in accordance with schedules as posted by the Chief of Police of the Department, except as provided below:

(1) Each employee is entitled to unlimited shift changes per calendar year. Sufficient prior notice of schedule changes shall be given, in writing, to the Division Commander or Officer in Charge, so that he/she can post changes. Failure to give sufficient written advance notice of schedule changes may result in disapproval of the schedule change.

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

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

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

(3) The Chief of Police or his designee may deny the shift swap in the event it involves (1) an individual who is less than twelve months Police Training Commission (PTC) certified, or one year with the Department, whichever ever is longer, or (2) involves an individual who is named as a target or victim of an actual or potential violation of section 15-1(E) of the Township Code, in order to avoid having the parties to an actual or potential violation from working on the same shift.

Section 2: Overtime.

(a) All employees, except as otherwise provided herein, shall be paid time and one-half of their hourly rate of pay for each hour of duty beyond their normal tour of duty. After an employee works one-half hour overtime, he/she shall receive overtime pay in one-half hour increments for each one-half hour worked. An employee's hourly rate of pay is determined by dividing the employee's annual base salary by 2,080 working hours.

(b) Court Attendance: Except in civil proceedings and as stated herein, each employee, when required to attend court on his/her off-duty time, shall receive overtime compensation at the rate of time and one-half if this time exceeds his/her normal tour of

duty, for attendance at Municipal Court, Superior Court and Federal Court, and before state and federal administrative agencies. Attendance at Superior and Federal Courts shall include Grand Jury proceedings. This provision does not apply to internal/departmental hearings and any other attendances required in connection with internal disciplinary matters. No payment shall be made hereunder to an employee for attendance in a civil proceeding. Payment for time and one-half (1 ½) shall only be made if time worked was not contiguous with said officer's regular tour of duty.

(c) Disciplinary Hearings: An employee who has elected to have a departmental hearing conducted regarding disciplinary action taken against him/her by the Township shall not be eligible for overtime as a result of his/her attendance at his/her disciplinary hearing. An employee being disciplined either will attend the hearing (a) during his/her regular tour of duty, (b) on his/her time off; or (c) may swap his/her regular shift with another officer so as to be scheduled for duty on the day and at the time the disciplinary hearing is being conducted. If the employee elects to swap shifts to be scheduled while the disciplinary hearing is being conducted, the shift swap, and attendance at the hearing, cannot create an overtime situation at the time of the shift swap submission.

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

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

(d) Except as provided for herein, overtime shall be paid as set forth above when an employee who is eligible to receive it, is required to work or attend training in excess of a completed tour of duty or on a regularly scheduled day off, assuming that the meeting, call out, or other duty was not contiguous with said officer's regular tour of duty.

Notwithstanding any other provision of this Agreement, an officer who works an outside detail (e.g., court appearance, side job, etc.) contiguous with his/her normal tour of duty or overtime shift, will not be paid for more hours than those actually worked. In the event, pursuant to this Agreement or past practice, there is a minimum number of hours to be paid for an outside detail, such provision will not be applicable when the outside detail is contiguous with an officer's normal tour of duty or overtime detail. Rather, the number of hours paid will be based solely on the number of actual hours worked by the officer.

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 (1½) compensatory time in lieu of overtime pay for each hour of overtime worked.

(e) Payment: When an employee has worked overtime during any given week, he/she shall complete a form to be provided by the Chief of Police.

(f) Time of Payment: Payment for overtime shall, if practicable, be included in the salary check due the employee after the overtime slip therefore is submitted to the Township Treasurer for payment, and in any event, the Township will make a reasonable effort to pay same within fifteen (15) days thereafter.

(g) Scheduling Overtime and Extended Shifts: When it becomes necessary to replace officers due to illness, bereavement leave, personal days or other reason, the following procedure will be followed:

a. Overtime for an entire shift:

- i. Off-duty officers will be contacted to locate a replacement in seniority order. Officers from the off-duty squad working the same shift (e.g., day shift to day shift) will be contacted first. If none of those officers are available, the off-duty squad working the opposite shift (e.g., day shift to night shift) will be contacted.
- ii. If a replacement officer is still not available, the shift commander will offer overtime by seniority to on-duty officers. If none accept the overtime, the junior man on the shift will be ordered to work.
- iii. Officers working the 12-hour tour may be extended a maximum of five hours to cover overtime unless they are scheduled off the next day in which case they may be extended one additional hour.
- iv. Officers must have a minimum of seven hours off before their next shift.

b. Overtime of less than entire shift:

- i. Overtime will be offered to officers working the shift not to exceed a 5-hour extension unless the officer is off the next day in which case the officer may be extended one additional hour.
- ii. If the necessary coverage requires additional manpower at the end of the tour, the shift commander will call the oncoming shift to cover the overtime.

Section 3: Side Jobs Schedule.

Any side jobs shall be scheduled in such a way that any employee shall have at least seven consecutive hours of rest time (e.g., non-work time) after completing a side job or

the following shift and prior to commencing his/her next shift or engaging in a side job.

An employee working a side job may not work more than 17 hours (18 hours if the member is not scheduled to work the following day) in any 24-hour period, and the employee must have at least seven consecutive hours of rest time (e.g., non-work time) prior to commencing his/her shift.

(h) **Emergency Overtime:** In the event of a need for emergency manpower related to an immediate and/or unanticipated event related to an investigative, weather or other active emergency, the Chief of Police or his/her designee may fulfill the immediate manpower needs outside of the seniority requirement. In such emergencies, overtime may be assigned based on availability of personnel and proximity of incident.



Article IX: Compensation

Section 1: Salary.

(a) Upon all Township negotiating units agreeing, the Township will issue salary payments on a semi-monthly basis (on the 15th and the last day of each month). Each employee shall receive a salary check which is equal to the employee's base salary. The portion of the base salary to be paid shall be determined by divided the number of pays per year by the base salary to be paid to the employee. Upon employment with the department, an employee's first pay shall be on the second pay day he/she is employed. The first paycheck the employee receives shall be for the work performed during the first pay period during which the individual was employed. Upon retiring or otherwise leaving the Township's employ, the employee shall receive his/her last pay check at the conclusion of the first full pay period after the employee stopped working for the Township.

(b) The base salary of employees covered by this Agreement shall be shown on the Schedules attached hereto and made a part hereof. Placement of employees on the salary guide shall be in accordance with current practice in the Township Police Department.

(c) New employees with prior police experience may be credited in the pay schedule at up to 30 months service on Schedule B at the discretion of the Township.

(d) All payroll payments will be made via electronic direct deposit to account(s) specified by the employee.

Section 2: Detective Differential

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

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

The Detective stipend shall be paid in the first pay period in December. If the member does not serve in the Detective Bureau for the full calendar year, the stipend will be pro-rated.

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

Section 3: Call Out Pay.

The following section has been amended in accordance with the settlement and sidebar letter of agreement between the Township of Morris and the PBA concerning AR-2008-

79 and AR-2008-474, dated May 20, 2009 appended hereto, as follows:

When an employee is ordered to report for duty outside of his/her normal tour of duty for less than four (4) hours, he/she shall receive a minimum compensation therefore of four (4) hours pay at time and one-half the employees straight time hourly rate of pay computed in accordance with the overtime provisions of this Agreement. In the event an employee is called out for more than four (4) hours of duty, the employee shall be paid in accordance with the Overtime provisions of this Agreement for actual time worked assuming that the call out or other duty was not contiguous with said officer's regular tour of duty. For said call outs, except for out of town as well as in town court appearances, the Chief shall have the discretion to require an officer to stay and work up to four (4) hours in the event that the meeting, activity, etc., is less than four (4) hours in duration. The Chief shall have the option of assigning an officer who is in court, on overtime, to Court Security if needed.

If overtime occurs at the beginning or end of shift, and the amount of time worked is less than four (4) hours then the four (4) hour minimum does not apply and the officer is paid for the actual time worked at time and one-half (1½)

Section 4: Temporary Assignment to Sergeant's Duties.

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

Section 5: Compensatory Time Accumulation.

(a) Employees hired prior to January 1, 2015 may accumulate up to 480 hours of compensatory time. Any employee hired after January 1, 2015 shall not be able to accumulate more than 240 hours of compensatory time.

(b) Any requests to cash out compensatory time, other than due to separation from service, shall be submitted to the Township by October 31 of the preceding year. An employee will be limited to having sixty (60) hours of compensatory time cashed out any given year. The request shall indicate the number of hours the employee is requesting to cash out from his/her compensatory bank. An employee cannot cancel or modify the request for payout of compensatory time upon it being submitted to the Township. Payment for compensatory time shall be following the adoption of the municipal budget, but no later than June 1.

Section 6: EMT and FTO Stipend

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

(b) Field Training Officers (FTO) shall receive a \$500 annual stipend which is to be paid the first pay period in December. The Department will designate no more than five (5) FTOs who must be in the patrol division. If the member is not designated as an FTO for the full calendar year, then the stipend will be pro-rated.

Article X: Grievance Procedure

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

Section 2: Definitions.

The term "grievance" shall mean an allegation that there has been:

(a) a misinterpretation and/or misapplication of any provision of this Agreement concerning wages, hours or working conditions, which is subject to the grievance procedure outlined herein including matters resulting in minor discipline of five (5) days or less suspension and shall hereinafter be referred to as a "contractual grievance"; or

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

Section 3: Presentation of a Grievance.

Should a grievance arise between the Township and any employee as defined in Section 2 herein such grievance shall be presented by the employee within no more than fifteen (15) calendar days from the actual date of the incident, and settled in the manner presented herein.

Failure to present the grievance for settlement within the fifteen (15) calendar days provided shall result in the aggrieved employee being barred from further pursuing the matter, and the matter shall be deemed withdrawn. The procedure hereby established, unless by mutual consent changed or waived in part or entirety, shall be as follows:

Step 1: The appropriate Association representative, the aggrieved employee, and the Chief of Police of the Department or his representative may reach a settlement of the dispute; if they fail to reach an agreement within ten (10) days of the receipt of the grievance, the aggrieved employee shall furnish a written statement of the grievance to the Chief of Police on a form provided by the Township for automatic referral to Step 2.

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

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

Step 4: Any unresolved contractual grievance (as defined in 2 (a) Definitions above) may be appealed to arbitration by the Association or the Township. The request for arbitration must be filed within ten (10) days after the receipt of the Township Committee's decision with the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon both parties.

Section 4: Powers of the Arbitrator.

The arbitrator shall be limited in his review to the issue or issues submitted for arbitration by the parties to this Agreement and shall be without power or authority to make any decision:

1. Contrary to, inconsistent with, or modifying, varying, changing, altering deleting or adding in any way, the terms of this Agreement or of applicable law or rules and regulations having the force and effect of law, including (but not by way of limitation), the Employer-Employee Relations Act, N.J.S.A. 34:13A-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.

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 and other part of this Agreement without the mutual consent of the parties hereto in writing.

(c) The provisions of this Agreement, requiring payment of any sum of money, are subject to approval by the Township Committee by ordinance.

Article XI: Commitment to Insure Uninterrupted Township Operations

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

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

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

A: Withdrawal of Association recognition;

B: Withdrawal of dues deduction privileges (if previously granted);

C: Such activity shall be deemed grounds for termination of employment of such employee or employees subject, however, to law.

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

Article XII: Maintenance of Certain Benefits

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

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

Effective as of January 1, 2008, the co-payment per prescription shall be \$15.00 for a name brand drug for a thirty (30) day supply from a local pharmacy, \$10.00 for a generic drug for a thirty (30) day supply from a pharmacy, or a one-time payment of \$15.00 for a brand name drug or \$10.00 for a generic drug when using mail order for a 90 day supply; The details of such plan to be provided by the Township enrollment has been effected.

The Township will provide full family dental and prescription drug coverage as described in Schedule B. The Township reserves the right to change insurance carriers during the life of this contract, so long as the level of coverage remains equal to or better than the base coverage.

If an employee dies in the course of his/her employment with the Township while in the line of duty, the Township shall continue for the employee's spouse and children who have not reached the age of nineteen (19) or if attending college the age shall be 23, all medical coverage afforded members of the Association. The medical coverage afforded an employee's spouse and children shall continue in force and effect for a maximum period of ten (10) years from the date of the employee's date of death. Should the spouse remarry, the aforesaid coverage shall cease as to both spouse and children.

New Jersey Direct 15 plan shall be the base health benefits plan of contract. Employees who select a health benefits plan that has higher cost premiums than NJ Direct 15 shall be responsible for paying the difference between the premium for their chosen health benefits plan and that for NJ Direct 15 Plan.

All members shall be required to contribute a portion of the health insurance premium paid by the Township pursuant to the applicable provisions of c.78, P.L.2011 (N.J.S.A. 40A:10-21.1) or as otherwise required by law. Except for employees who do not receive medical benefits through the Township, no employee will be exempt from payment of such contributions based upon their coverage, health benefit plan selection, compensation and other statutorily required criteria, if any.

A member who elects medical health insurance coverage which has a higher premium cost than that of the NJ Direct 15 Plan shall contribute the required percentage of the premium cost based upon the NJ Direct 15 premium calculation; additionally, the employee shall be responsible for the difference between the NJ Direct 15 premium and the higher cost premium. Premium for cost sharing for prescription coverage will be based upon c.78, P.L.2011 (N.J.S.A. 40A:10-21.1).

No employee will be exempt from payment of such contributions regardless of years of service. All employees shall make the applicable contributions based upon their coverage, health benefit plan selection, compensation and other statutorily required criteria, if any.

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

Article XIII: General Provisions

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

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

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

Article XIV: Definitions

(a) Tour of Duty - The increment of time, during a twenty-four (24) hour period, in which an employee continuously works on a regular basis. Such period shall not exceed eight (8), ten (10), twelve (12) consecutive hours depending on tour assignment.

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

Article XV: Association Business Leave

Section 1: Contract Negotiations

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

Section 2: Grievance Proceedings.

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

Section 3: State Policeman's Benevolent Association Meetings

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

Section 4: Membership Meetings.

The President and delegate of the Association shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of pay for attendance at all meetings of the membership of the Association, when such meetings take place at a time during which such members are scheduled to be on-duty, so long as the time off from duty presents no hardship on the Department. The term "meetings", as used in this section, includes both regular monthly meetings and at any special meetings. The Association agrees to use every effort to schedule all meetings so as to minimize the number of delegates granted time off from duty.

Section 5: Approval of the Chief of Police.

The time off from duty provided for in this article shall in all instances be subject to the

approval of the Chief of Police which shall not be unreasonably withheld.

Article XVI: Physical Examinations

1. It shall be the obligation of the Police Chief to establish a schedule of appointments for physical/medical examinations for members of the Police Department taking into consideration age, prior examinations, accidents or injuries or any other factors or observations he feels important and to the extent of available funding within each current municipal budget year.

2. Upon completion of such examinations, the Township Physician shall prepare a complete report including such recommendations as he deems necessary in the best interests of each member. Copies of the report shall be distributed as follows:

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

b. Township Administrator

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

3. Should the report of the Township Physician contain any evidence of physical condition requiring further evaluation or treatment, then the Police Chief shall direct said employee to consult his personal physician. Further, he shall direct the employee to obtain from said personal physician a written outline of his recommendation or prescribed treatment, including, if applicable, a prescribed treatment timetable. (Example - An overweight condition may include a diet outline and a projected weight loss schedule as a guide for the employee to adhere to.)

4. It shall be the obligation of the employee to submit evidence of his examination by his personal physician, including the prescribed treatment to the Township Physician, who shall advise the Police Chief whether or not a follow-up examination is necessary to determine the progress of said employee in relation to the prescribed treatment.

5. In those cases where the Township Physician recommends in writing, that the employee undergo medical treatment and/or observation, and where the employee is directed to do so by the Police Chief, said employee shall be required to submit to treatment by his personal physician and undergo such further examination, treatment, or observation to which the personal physician and the Township Physician shall agree.

6. In that situation where the employee fails to consult his personal physician or disregards the prescribed treatment outlined by his personal physician or otherwise fails or refuses to follow the recommendations of either the Township Physician or his personal physician, then such employee may be subject to a fitness for duty examination at the Township's expense.

Article XVII: Deductions from Pay

A. The Township agrees to deduct from the pay of its employees subject to this Agreement dues, assessments, and fees for the Policemen's Benevolent Association Local 133. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(s) as amended. Said moneys together with records of any corrections shall be sent to PBA Local 133 the fifteenth (15th) of each month following the monthly pay period in which deductions were made and shall be accompanied by a list showing the names of all employees for whom the deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, PBA Local 133 shall furnish to the Township written notice prior to the effective date of such change.

C. PBA Local 133 will provide the necessary check-off authorization form and deliver the signed forms to the Township Treasurer. PBA Local 133 shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon pay deduction authorization cards submitted by PBA Local 133 to the Township.

D. PBA Local 133 entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as PBA 133 remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between PBA Local 133 and the Township.

Association Security/Dues Check-Off/Credit Union

Section 1:

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

Section 2:

The Township agrees to deduct from the salaries of its employees who are members of the Association pursuant to Section 1, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended, and N.J.S.A. 34:13A-

5.6. Said monies, together with records of any corrections, shall be transmitted to the Association Treasurer or his designee by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

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Article XVIII: Pitman Schedule

1) The Work Schedule – Officers shall work a 12-hour tour of duty with base tours of 0700-1900 (day shift) and 1900-0700 (night shift). The 12-hour work schedule is based on a rotating cycle or work days and days off operating on a two-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).

a. At least one officer will be assigned to an “early shift” beginning one hour before the base shift.

b. There will be one officer from the night shift assigned whenever possible to a 1500-0300 tour of duty to supplement the day shift during the afternoon rush hour and to provide for a better deployment of manpower based upon historic workload.

c. During the course of the cycle, officers will work seven 12-hour tours totaling 84 hours of work. The hours per 2-week cycle over the normal 80 hours will be credited at straight time to a separate time account (“Pitman Time”).

d. For pay purposes, the workweek will remain a calendar workweek of forty hours.

e. Officers will continue to accrue “Pitman Time” while on vacation, sick leave, personal time, comp-time and bereavement leave.

f. Time off will be deducted in accordance with the number of hours the officer was scheduled to work on a given tour of duty. Comp-time or “Pitman Time” can be used in combination with personal leave or bereavement leave in order to provide sufficient hours to enable employees to take the allowable number of benefit days (shifts) off.

2) Squad Assignment – Patrolmen assigned to regular patrol duty will be assigned to squads of a minimum of 5 patrolmen (total 4 squads).

a. Transfers – Transfers from one squad to another will be at the discretion of the Chief of Police or his designee. Transfers from squads may be made by the Patrol Division Commander due to emergency situations, disciplinary reasons, and other substantive reasons. Officers may request transfer through the chain of command with final approval at the discretion of the Chief of Police or his designee.

b. Transfer requests – Officers making requests to change squads may forfeit their seniority with respect to vacation selection if such transfer request places their vacation in conflict with previously approved vacations within the new squad.

c. Shift Changes – Officers may make unlimited shift changes of single days and six whole work cycles, provided such changes do not result in an officer receiving overtime when an officer would not otherwise have been eligible for overtime.

3) Rotation of Shifts – In order to minimize the effects of rotating shifts, the patrol schedule will include three cycles of the same or similar tours of duty. Upon completion of the third cycle, the patrol force will rotate from days to nights, or nights to days depending on their previous shift assignment.

4) Use of "Pitman Time" – At the beginning of each new rotation of shifts, officers shall request a tour of duty (or part of several tours of duty) that they want to take off using their accumulated "Pitman Time."

a. Patrolmen shall submit their request to their squad sergeant prior to the start of the new rotation cycle. The squad sergeant will make the schedule adjustments by seniority within the squad.

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 as described in paragraph 1. f of this Article.

c. If the requested tour is not available due to staffing requirements, the superior will return the request to the officer. The officer may then request another tour off.

d. If the officer fails to submit a request for a day off prior to the start of the rotation, the squad sergeant will make the assignment of a day off during the rotation.

e. If the officer is unable to use his accumulated "Pitman Time" during regular rotation because of staffing requirements, the officer may carry the time in his "Pitman Time" account.

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 an officer or several officers from expending accumulated time in excess of 48 hours.

f. "Pitman Time" requests for whole shifts off will supersede requests for partial shifts off except in the case of combining it with personal or bereavement leave as described in paragraph 1. f of this Article.

5) Minimum Manpower – Minimum manpower is established by the Chief of Police and may be changed at his discretion either permanently or on a temporary basis. Where necessary, officers from uniformed specialized assignments may be provided to provide minimum manpower.

6) In-House Training - The Department will schedule in-house training (firearms, CPR, PR-24 recertifications, etc.) for members of the patrol force on their regularly

scheduled days off. This time will be added as time and one-half to the officer's "Pitman Time" account and may be used by the officer in accordance with the procedures set forth above. The Department will provide as much advance notice as possible for these training days. Training days will generally be scheduled for 8 hours. There will be a minimum of 6 and a maximum of 8 training days scheduled per year.

7) Academy Training – Academy

a. One-Week Academy Programs – Officers assigned to a week-long program will be credited with a forty-hour workweek. If extensive travel time is included due to the location of the Academy (*i.e.*, NJSP Academy, Sea Girt), necessary adjustments to the officer's schedule will be made in the balance of the work cycle.

b. Two-Week Academy Programs – An officer assigned to a two-week program will get credit for forty hours each week unless the travel time indicates the officer should receive additional hourly compensation. No "Pitman Time" will accumulate.

c. Academy Programs of Less Than One Week – When an officer attends a single day or multiple days (less than one week) program at an academy, the officer will be carried on the schedule as working a 12-hour tour of duty for the subject date. The tour of duty will begin at the time the academy class begins (*i.e.*, Morris County Academy classes begin at 0900). Upon completion of the academy program the officer will report to the shift commander at the police headquarters to work the balance of the 12-hour tour of duty. The officer may, by prior arrangement with the duty shift commander, take "Pitman Time," vacation time or compensatory time off for the balance of the shift if staffing permits the same. If there is an extensive travel period involved, the officer's schedule will be adjusted and include such travel time in the tour of duty.

d. Adjustments to other officers' schedules to allow for academy training will be avoided whenever possible. When necessary to make adjustments to another officer's schedule for training purposes, the scheduling officer will provide as much notice as possible.

8) Temporary Assignment – Members of the patrol force may be utilized from time to time for temporary assignment to specialized units or administrative details. During this period of time the officer will work a tour of duty suitable for such assignment; no "Pitman Time" will accumulate unless the officer is working 12-hour tours.

9) Meal Breaks – Officers working 12-hour tours of duty will receive one hour for their daily meal break. They will be subject to call during their meal break when necessary.



Article XIX: Duration

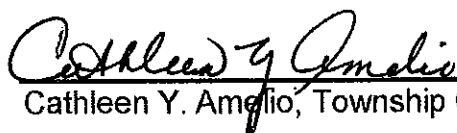
This Agreement, shall have the term from January 1, 2018, through December 31, 2021. If the parties have not executed a successor agreement by December 31, 2021, then this Agreement shall continue in full force and effect until a successor agreement is executed. During the period of time while the expired contract is being negotiated, patrolman and patrolman detectives who retire during this period shall receive all benefits, salary and privileges of the newly executed contract upon its adoption.


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

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

TOWNSHIP OF MORRIS

ATTEST


Cathleen Y. Amelio, Township Clerk


Peter Mancuso, Mayor

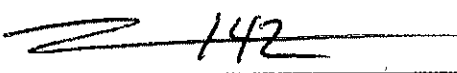
Dated: 10/10/18

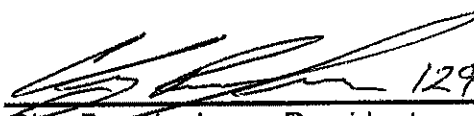
Dated: 10/10/18



POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 133

ATTEST


Louis Mangiaracina, State PBA Delegate


Clay Boehninghaus, President

Dated: 10/3/18

Dated: 10/3/18

SCHEDULE A

<u>Months of Service</u>	2018	2019	2020	2021
POLICE ACADEMY PTC Certification	\$40,501	\$40,501	\$40,501	\$40,501
00-12 months	\$51,185	\$51,185	\$51,185	\$51,185
13-24 months	\$59,337	\$59,337	\$59,337	\$59,337
25-36 months	\$67,492	\$67,492	\$67,492	\$67,492
37-48 months	\$72,473	\$72,473	\$72,473	\$72,473
49-60 months	\$77,454	\$77,454	\$77,454	\$77,454
61-72 months	\$83,456	\$83,456	\$83,456	\$83,456
73-84 months	\$86,845	\$86,845	\$86,845	\$86,845
85-96 months	\$90,234	\$90,234	\$90,234	\$90,234
96-108 months	\$95,000	\$95,000	\$95,000	\$95,000
OVER 108 months	\$106,410	\$108,538	\$110,708	\$112,923

All officers not at top step shall continue to progress through salary steps on their anniversary dates.

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

AS	\$1700
BS	\$3350
Military	\$1700



SCHEDULE B

DENTAL PLAN BENEFITS

(Percentage of Delta's Allowable Charges)

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

(for eligible employees and dependents)

DEDUCTIBLE

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

Deductible per family for each calendar year \$75.00

(not applicable to Preventative and Diagnostic Services)

MAXIMUM

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

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

PRESCRIPTION PLAN

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

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



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

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

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

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

G. **CO-PAYMENT.** The amount charged to the Eligible Person by a Participating Pharmacy, or deducted from a claim submitted directly to the Plan by an Eligible Person. This applies to each Prescription Drug, on a Prescription Order or authorized refill, and to insulin. The co-payment per prescription in 1997 and 1998 is \$3.50. Effective as of January 1, 1999, the co-payment per prescription shall be \$10.00 for brand name prescriptions, \$5.00 for generic prescription and \$0.00 for mail order prescriptions, in accordance with the Prescription Plan provided to other Township employees. Effective as of January 1, 2008, the co-payment per prescription shall be \$15.00 for a name brand drug for a thirty (30) day supply from a local pharmacy, \$10.00 for a generic drug for a thirty (30) day supply from a pharmacy, or a one-time payment of \$15.00 for a brand name drug or \$10.00 for a generic drug when using mail order for a 90-day supply.


LM