

# MEMORANDUM OF AGREEMENT

Between

THE TOWNSHIP OF MORRIS

And

PBA LOCAL NO. 133

Below are the provisions that the parties have tentatively agreed to during the course of the collective negotiations. These agreements are contingent upon a full and final agreement being consummated between the parties. The negotiating committee for each party agrees to recommend ratification of this Agreement. No other modifications to the collective negotiations agreement will be made.

Items which are underlined are proposed to be added to the Agreement, and items ~~struck-out~~ shall be deleted.

## PREAMBLE AND PURPOSE

The Preamble to the Agreement shall be modified to reflect the date of signing the Agreement by all parties.

### Article II: Township Rights and Responsibilities

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

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

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

“... date thereof. ~~If an emergency arises,~~ In the event an emergency arises, including an emergency of public health and safety, the Township shall not be bound to make such notification prior to the implementation.”

### Article III: Policeman's Rights

Section 3: An employee shall have the right to review their personnel file, with reasonable advance notice, at reasonable times. Should a document be placed in an Officer's personnel file and the content that document could be considered negative in nature and could therefore negatively impact the Officer in terms of future discipline or promotion, if the Officer has not already independently viewed the document, the Officer will be given notice of same and be permitted the opportunity to review it and respond in writing. The writing shall be placed in the Officer's personnel's file. Specifically excluded herefrom are references for employment submitted to the Township.

## Article IV: Vacations

Section 2: Replace each reference to “granted” in the first line with “used”:

“Where in any calendar year, the vacation or any part thereof is not ~~granted~~ used by reason of pressure of business, such vacation period or parts thereof not ~~granted~~ used shall accumulate and shall be ~~granted~~ used during the next succeeding year only and are to be used within the first nine (9) months of the succeeding year, along with that year’s vacation allotment, which shall be used pursuant to policy. Carryover vacation not taken in the first 9 months of the succeeding year shall be forfeited. No annual leave.....”

## Article V- Holidays

Section 1: Revise so as to add “Juneteenth”.

## Article VI: Leaves

Section 2: Bereavement Leave. Replace current text with:

(c) A One tour of duty bereavement leave, with pay, shall be is granted to the employee to attend the funeral/wake or memorial service of an uncle, aunt, nephew, niece ....

Section 4: Sick Leave. Section (a): Define immediate family member.

(a) Sick leave is defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance ~~to upon members of his/her immediate family members,~~ which shall include the member’s spouse, domestic or civil union partner, parent or biological or adoptive child and other relatives residing in the employee’s household or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative because of an illness which requires the care and attendance of such employee. A certificate of a reputable physician of the need for that employee’s attendance may be required of any employee upon the employee or member requesting leave for the care of an immediate family member. In attendance upon any employee or member if his/her immediate family may be required as proof if need of leave of absence.

Remove (3) of this section in its entirety as there are no longer active employees to whom this is applicable and re-number (4) as (3).

Section 5: Disability Leave. Replace (a) with the following:

- (a) Whenever a Township employee is unable to perform his/her duties with or without a reasonable accommodation while receiving medical treatment through workers compensation due to an injury or illness which arose out of and in the course of employment, then the employee shall be placed on a disability leave with full pay until the workers compensation carrier/physician(s) deems the employee to have reached Maximum Medical Improvement (MMI). Upon being declared MMI, the employee will be required to return to work with or without a reasonable accommodation to perform the essential duties of his/her job. Any dispute regarding achievement of MMI shall be resolved through the workers compensation court system. Fully paid disability leave shall not last longer than twelve (12) months from the date of injury or illness.

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

Second paragraph. Replace "days" with "time" in the first sentence. Insert "first" before "met" in the second sentence. Add the following at the end of the paragraph: "The only exception to the foregoing shall be if another full-time police officer agrees, voluntarily (not ordered) to work the tour of duty requested."

Personal Leave.

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

"Personal time ~~days~~ shall not be authorized or allowed on major holidays (Thanksgiving, Christmas, New Year's Day) or evenings prior to these major holidays, unless minimum manpower requirements are met. The only exception to the foregoing shall be if another full-time police officer agrees, voluntarily (not ordered), to work the tour of duty requested."

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

Section 7: Replace "allowed" with "permitted" in the first sentence.  
Leaves Other than Sick Time or Personal Time

"A minimum of one patrolman shall be permitted ~~allowed~~ to use Vacation Time, Pitman Time or Compensatory Time for per patrol shift. ...."

### Article VII: Other Benefits

Section 3(a) Rates: Reimbursement for Expenses. Replace "the rate of \$.20" with "IRS Business Rate."

(a)(2) ~~During the term of this Agreement,~~ Mileage shall be paid at the rate of ~~\$.20~~ IRS Business Rate per mile, . . .

Section 3(c) Uniform and Clothing Allowance: Change title to refer to only "Uniforms and Equipment"

Revise last portion of the current text to state: "If the Chief of Police deems it necessary in addition to the initial equipment issued to each officer."

(c) ~~Uniform and Clothing Allowance~~ Uniforms and Equipment

(3) "..... and replaced if the Chief of Police deems it necessary, in addition to the initial equipment issued to annual allowance for each officer."

### Article VIII: Hours of Work and Overtime

Section 2: Overtime.

(b) Court Attendance: ".... 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 or if the employee is required to be paid overtime pursuant to federal or state law."

(g) (a) (iii) ". .... the next day in which case they may be extended for six (6) hours. ~~one additional hour.~~"

(g)(b)(i) ". .... the next day in which case they may be extended for six (6) hours. ~~one additional hour.~~"

### Article IX: Compensation

Section 1(a): Revise first sentence to state: "The Township, with at least sixty (60) days advance notice to the union, will issue . . ."

Section 1: Salary.

(a) "~~Upon all Township negotiating units agreeing,~~ The Township, with at least sixty (60) days notice to the union, will issue salary payments ~~paychecks~~ on a semi-monthly basis (on the 15th and

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

(b) Township proposes the following language:

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

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

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

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

only be entitled to the side job compensation for actual hours attending to the side job. For said call outs, except for out of town as well as in town court appearance, the Chief shall have the discretion to require an officer to stay and work up to four (4) hours in the event 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.”

**ARTICLE XIX  
DURATION**

This Agreement shall have a term of four (4) years, from January 1, ~~2022, 2018~~ through December 31, ~~2025, 2021~~.

**SCHEDULE A**

Salaries listed below shall be retroactive to January 1, 2022, as applicable.

<u>STEPS</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>POLICE ACADEMY</u>	<u>\$45,000</u>	<u>\$45,000</u>	<u>\$45,000</u>	<u>\$45,000</u>
<u>PTC Certification</u>				
<u>1</u>	<u>\$52,209</u>	<u>\$53,253</u>	<u>\$54,318</u>	<u>\$55,404</u>
<u>2</u>	<u>\$60,524</u>	<u>\$59,271</u>	<u>\$60,549</u>	<u>\$61,854</u>
<u>3</u>	<u>\$68,842</u>	<u>\$65,289</u>	<u>\$66,780</u>	<u>\$68,309</u>
<u>4</u>	<u>\$73,922</u>	<u>\$71,307</u>	<u>\$73,011</u>	<u>\$74,754</u>
<u>5</u>	<u>\$79,003</u>	<u>\$77,325</u>	<u>\$79,242</u>	<u>\$81,204</u>
<u>6</u>	<u>\$85,125</u>	<u>\$83,343</u>	<u>\$85,473</u>	<u>\$87,654</u>
<u>7</u>	<u>\$88,582</u>	<u>\$89,361</u>	<u>\$91,704</u>	<u>\$94,104</u>
<u>8</u>	<u>\$92,039</u>	<u>\$95,379</u>	<u>\$97,935</u>	<u>\$100,554</u>
<u>9</u>	<u>\$96,900</u>	<u>\$101,397</u>	<u>\$104,166</u>	<u>\$107,004</u>
<u>10</u>	<u>\$116,141</u>	<u>\$107,415</u>	<u>\$110,397</u>	<u>\$113,454</u>
<u>11</u>		<u>\$113,433</u>	<u>\$116,628</u>	<u>\$119,904</u>
<u>12</u>		<u>\$119,451</u>	<u>\$122,856</u>	<u>\$126,357</u>

All officers not at top step shall continue to progress through salary steps on their anniversary dates. Officers who are not at top step shall receive the pay indicated above based upon their step and the year. On his/her anniversary date, he/she shall advance to the next step. The officer's rate of pay and hourly rate shall be calculated pursuant to Article IX §1(b).

Any Officer who progressed to Step 10 in 2022 shall be placed at Step 12 in 2023. All other officers shall progress through the steps consecutively. Notwithstanding the foregoing, as an officer progresses through the steps, he/she shall not incur a reduction in rate of pay; rather, during the term of this Agreement (2022 – 2025), if the officer's current rate of pay is higher than the anticipated subsequent rate of pay, then the higher rate shall be provided.

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

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

**PBA LOCAL NO. 133**

*Anthony Sandelli*

Anthony Sandelli  
President

11/10/2023

Date

**TOWNSHIP OF MORRIS**

*Timothy Quinn* 12/5/2023

Timothy Quinn,  
Business Administrator

Date

## Memorandum of Agreement Addendum

For sake of example only, the following is noted related to the pay schedule and the salary guide. This Addendum shall not be incorporated into the collective negotiations agreement but can be used as evidence of the parties' intent of application for these provisions, and no other purpose.

### Article IX, Compensation, subsection b

If in 2024 a police officer has 5 years' experience with the Morris Township Police Department, and an anniversary date of May 1, at which time he/she shall move to step 6 he shall receive the annual base pay of \$83,396.00, as calculated below, commencing on January 1 through December 31:

\$3,207.67 per pay

From January 1 through April 30, the individual would be at a rate of pay of \$79,242.

This is \$6,603.50 per month for a total of \$26,414

From May 1 through December 31, the individual would be at a rate of pay of \$85,473.

This is \$7,122.75 per month for a total of \$56,982.

The officer is owed, under the contract, \$83,396.00, which shall be paid in equal increments over the course of 26 pays: \$3,207.54.

### Schedule A Salaries

None of the current members, will suffer any reduction in pay by way of transitioning from the 10-Step guide to the 12-Step guide. By way of example

- On January 1<sup>st</sup> of each year, all officers not at top step shall be paid the salary for his/her current step for said year. For example, an officer at Step 8 in 2023 (\$95,379) shall be paid, effective January 1, 2024, \$97,935 until his/her anniversary step at which time he/she shall progress to Step 9 (\$104,166), and paid as detailed above pursuant to Article IX;
- Any officer who has progressed to \$112,923 (i.e. Step 10 of the 2021 salary guide) prior to the ratification of the MOA by both parties shall be immediately placed at Step 12 (\$119,451);
- For 2023, no officer not otherwise at Step 12 (\$119,451) shall experience a reduction in pay in salary on January 1<sup>st</sup>.
  - For example, an officer at Step 2 in 2022 (\$60,524) shall continue to be compensated at said rate in 2023 (and not 2023's Step 2 rate of \$59,271) until his/her anniversary date at which time he/she shall progress to Step 3 (\$65,289).
  - By way of further example, an officer at Step 3 in 2022 (\$68,842) shall continue to be compensated at said rate in 2023 (and not 2023's Step 3 rate of \$65,289) until his/her anniversary date at which time he/she shall progress to Step 4 (\$71,307);



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



## TOWNSHIP OF MORRIS

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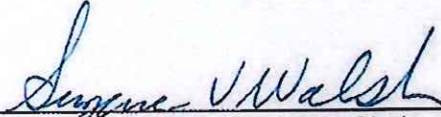
Suzanne V. Walsh  
TOWNSHIP CLERK  
(973) 328-7430

### RESOLUTION NO 255-23

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

BE IT RESOLVED, by the Township Committee of the Township of Morris, State of New Jersey, that the Township Committee does hereby approve the Collective Negotiated Bargaining Agreement between the Township of Morris and Policemen's Benevolent Association Local 133 for the period January 1, 2022 to December 31, 2025 based on the Memorandum of Agreement dated October 30, 2023 and ratified by the PBA Local 133 membership on November 10, 2023 and authorizes the Mayor and Township Clerk to execute the same.

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

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