

AGREEMENT BETWEEN
THE BOARD OF CHOSEN FREEHOLDERS
OF MORRIS COUNTY

AND

THE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 203
DEPARTMENT OF WEIGHTS AND MEASURES

January 1, 2008 - December 31, 2010

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Preamble

This Agreement made and entered into this 28th day of September 2010 by and between the Board of Chosen Freeholders, County of Morris, a County Government of the State of New Jersey, hereinafter referred to as the County and The Policemen's Benevolent Association, Local 203, hereinafter referred to as the Association, is the final and complete understanding between the County and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the County and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE 1: Recognition and Scope

Section 1:

The County hereby recognizes the Association as the sole and exclusive representative of full time Assistant Superintendents of Weights and Measures and Weights and Measures Apprentice 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.

Excluded are the County Superintendent of Weights and Measures, Deputy County Superintendent of Weights and Measures, Administrative employees, managerial executives and confidential employees as defined by the New Jersey Employer-Employee Relations Act, as amended, as well as those employees excluded from coverage under this contract by written agreement of the parties. Also excluded are unclassified employees as defined pursuant to N.J.S.A.11:22-2 and any determinations made thereunder by the New Jersey Department of Personnel.

Section 2:

Any position title established on or after January 1, 1990 and during the term of this agreement shall be discussed with the Association and its unit placement negotiated between these parties. In the event that the parties cannot agree on the unit placement of a position title, either party is free to file a Clarification of unit Petition to determine the status of the position title under this agreement.

Section 3:

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 2: Collective Negotiating Procedure

Section 1:

Collective negotiations with respect to rates of pay, hours of work and other conditions of employment and bargainable issues shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than two (2) representatives of each party, plus counsel, shall participate in collective negotiating meetings, except by consent of both parties.

Section 2:

Collective negotiations for the successor contract period shall commence pursuant to the rules of the Public Employment Relations Commission.

Section 3:

Negotiating sessions shall begin at times mutually agreed upon by the parties on the dates agreed upon and the Local's representatives (not exceeding the number shown in Section 1) on duty on that day shall be permitted to attend the negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to association representatives for the negotiating sessions.

ARTICLE 3: Vacation

Section 1:

In accordance with N.J.S.A.11:24A-1.1, employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	1 day for each month worked during the first year of employment
From 1st anniversary to 6th anniversary	12 days
From 6th anniversary to 12th anniversary	15 days
From 12th anniversary to 18th anniversary	18 days
From 18th anniversary to 24th anniversary	21 days
After 24th anniversary	25 days

Section 2:

The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of each year. Annual leave shall be taken subject to the needs of the service, during the current vacation period.

Section 3:

In any vacation period, annual vacation or any portion thereof, which is not taken or granted by reason of the pressure of work, shall be accumulated to the next calendar year. Accumulations after one (1) calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above, at the convenience of the County. The County will consider the needs of the employee and carried vacation time.

Section 4:

Annual vacation shall be granted only with prior approval of the Supervisor and Department Head who may require six (6) weeks prior notice in writing of extended vacation. In scheduling vacations, management will consider seniority of employees involved and the orderly flow of work within the work unit.

Section 5:

An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to a disability, leave of absence or layoff, shall not be eligible to a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in performance of duty need not be continuous but period of absence of eight (8) days or more shall not be credited in computing the required six (6) months. This section shall not deprive an employee of any justly earned vacation time or compensation thereof.

Section 6:

Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on the prorated basis of the existing vacation schedule. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of annual vacation taken in excess of the number to which he/she was entitled. Vacation shall be prorated in accordance with the schedule above.

Section 7:

In the event an employee is on vacation and becomes ill and is under a doctor's care or is hospitalized, his/her vacation shall be terminated and he/she shall be put on sick leave, if same is available, at the employee's option, provided the employee promptly notifies the County.

ARTICLE 4: Holidays

Section 1:

Employees shall be granted the following paid holidays:

- | | |
|----------------------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

In addition, at the discretion of the County, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Floating Holidays

The County, at its sole discretion and upon appropriate notice to the union, may convert the observance of Lincoln's Birthday and Election Day (paid holidays enumerated in this section) into "floating holidays" for the current year. Upon six months prior notice, the County may elect to exchange any single floating holiday for another day in the same calendar year that shall be recognized as a holiday, as defined by the terms of this Article.

Section 2:

To be eligible for a paid holiday, an employee must have worked the last scheduled day before and after the holiday, unless on authorized leave.

Section 3:

Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Section 4:

If an employee is required to work on any one of the holidays designated under Section 1 of this Article, the employee shall receive eight (8) hours pay for the holiday plus time and one-half for all hours worked.

Section 5:

The Friday after Thanksgiving shall be granted as an approved leave day off with pay.

Section 6:

The County may change the observance of any one of the holidays enumerated under Section 1 above at its option at the time the annual holiday schedule is determined for a given year.

ARTICLE 5: Sick Leave

Section 1:

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

Immediate family means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of sick leave taken in excess of the number to which he/she was entitled

Each employee shall be credited with 15 days sick leave annually for each succeeding calendar year of full time employment which is accumulative. Sick leave cannot be used as terminal leave when leaving the employ of the County. If upon termination after a year's service an employee has used more sick leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay an amount equal to his/her daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he/she is entitled. Sick leave benefits shall be available to both temporary and permanent employees in accordance with law and existing practices.

Section 3:

Notice of absence is required as follows:

Each employee is required to notify his/her supervisor by one-half (1/2) hour before starting time on each day of absence, giving the specific reason for the absence, provided, however that shift personnel are required to call in two (2) hours before starting time. Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

Section 4:

A certificate from a licensed physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than four (4) days at one time, the County may not require production of the physician's certificate. However, in the event of absence from duty due to illness for four (4) work days of more at one time, the employee shall be required to submit a physician's certificate to his/her supervisor to justify payment of sick leave.

An accumulation of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay.

In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 5:

Any employee who retires shall be reimbursed for accumulated sick time based on the schedule below:

Fifty (50) percent of the value of sick time at time of retirement
to a maximum of Twelve Thousand (\$12,000) Dollars.

Eligibility for retirement shall be determined based upon receipt of State Pension benefits or Social Security retirement benefits.

ARTICLE 6: Storm Days and Emergencies

All employees may be required to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the time lost from work will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the time lost from work will be charged as time off without pay. If an employee is unable to report for work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

ARTICLE 7: Working Hours and Work Week

(a) The regular work day shall be eight (8) hours. The regular workweek shall be 40 hours, Monday through Friday. Assignment of work schedules, per job description and/or job duties shall be at the discretion of the Weights and Measures County Superintendent.

(b) In the event that an employee works in excess of forty hours per week the compensation for the overtime hours will be at the rate of time and one-half. The employee shall have the option to be paid or to receive compensatory time.

ARTICLE 8: Health Benefits

Section 1:

Eligible employees shall choose one of the below listed medical insurance plans. The employee's eligible dependents shall also be covered under the plan selected by the employee.

Medallion, Base Hospital, Wrap Around, Major Medical Plan (Employer's Medical Insurance Plan)

The Medallion Plan

- (a) Effective January 1, 2003, each employee covered by the Medallion Plan shall have an amount deducted from each Paycheck, which shall be equal to the annual equivalent of five (5%) of the annual medical insurance premium.

Upon execution of Agreement each employee shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of one and one-half percent (1.5%) of base salary plus three percent (3%) of the premium.

- (b) An employee who is currently covered by the Medallion Plan and enrolls in the Employer's Medical Plan or the HMO option shall not be permitted to be enrolled back into the Medallion Plan unless there has been a change in the employee's spousal medical coverage or a change in the employee's family status.
- (c) In the event that the enrollment of the employees covered by this agreement in the Medallion Plan falls below two (2) employees, the Medallion Plan shall no longer be offered as an option. The remaining employee enrollment in the Medallion Plan shall be enrolled in either the Employer's Medical Plan or the HMO, at the employee's option.
- (d) Employees hired after April 18, 1995 shall not be eligible for coverage under the Medallion Plan and they may select either the Employer's Medical Plan or HMO only.

Prescription

- (e) Effective February 10, 2006, the co-pay for the prescription drug Plan for employees and their eligible dependents shall be:

\$10.00 for generic drugs
\$20.00 for brand name drugs
\$35.00 for non-preferred drugs

- (f) The medical insurance plan and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment.

The Employer's Health Benefits Plan

- (g) Upon execution of Agreement, each employee covered by the Employer's Medical Plan shall

have an amount deducted from each paycheck which shall be equal to the annual equivalent of one and one-half percent (1.5%) of base salary plus two and one-half percent (2.5%) of the premium.

The HMO Option

- (h) As an alternative to the Employer's Health Benefits Plan above, the employee may elect the HMO option.
- (i) Each employee covered by the HMO Option shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of three percent (3%) of the annual medical insurance premium. Upon execution of Agreement each employee enrolled in the HMO Option shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of one and one-half percent (1.5%) of base salary.
- (j) Pre-admission Review and Individual Case Management programs will be continued during the Agreement.
- (k) The plan changes shall be implemented pursuant to the Memorandum of Agreement signed between the parties on July 14, 2010.
- (l) Employees hired after the execution of Agreement, who retire and meet the criteria for County paid health insurance, will receive a plan for the employee only upon retirement. Employees hired after the execution of the agreement and meet the requirements for County paid health insurance will have the option to add their eligible dependents to the plan at the expense of the retiree.

Section 2:

The County of Morris shall pay the premium cost for an employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118.00 maximum annual or prorated for less than a full year coverage) per employee. It is understood and agreed that any increase, above \$118.00 in the dental premium charged by the authorized carrier during the term of this Agreement shall be equally shared by the employee and the Board. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided for the employee. The total cost of the premium charged for the dependent coverage shall be paid by the employee. The employee' contribution shall be deducted in equal periodic amounts from their paychecks.

Section 3:

It is understood and agreed that the County retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes the level of benefits and administrative procedures shall remain substantially the same.

Section 4:

The employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payments of

unreimbursable eligible medical or dependent care expenses.

The Employer shall offer a cash option in lieu of medical insurance to eligible employees in accordance with the Board of Chosen Freeholder Resolution No. 6, adopted August 9, 1995 as follows:

<u>Category</u>	<u>Payment</u>
From Single to No Coverage	\$900/year
From Family to No Coverage	\$2,400/year
From Parent/Child to No Coverage	\$1,680/year
From Family to Single Coverage	\$1,500/year
From Family to Parent/Child Coverage	\$600/year
From Parent/Child to Single Coverage	\$840/year

ARTICLE 9: Group Life Insurance

Section 1:

Insurance is automatically provided upon enrollment in the Public Employee's Retirement System of New Jersey with total coverage equal to three (3) times annual base wage of the employees, as provided below.

Section 2:

Under the Public Employee's Retirement System of New Jersey, one and one-half (1 1/2) times the amount of base annual wage life insurance is provided free of charge.

Section 3:

After the first 12 months membership, (during which the remaining 12 times contributory insurance is mandatory, at the employee's expense at the prevailing rate established by the System) the employee may thereafter, at the employee's option, withdraw from the contributory insurance only, provided required notification is given.

Section 4:

Upon retirement under the Public Employee's Retirement System, the coverage constitutes and becomes a paid-up policy equal to presently 3/16ths of the base pay at the time of retirement.

Section 5:

All mandatory legislation on group life insurance enacted during the term of this agreement shall be implemented. All enabling legislation on group life insurance relating to these employees enacted during the term of this agreement will be subject to negotiations.

Section 6:

Any employee terminated for disability shall be advised by the Personnel Department of his/her rights.

ARTICLE 10: Personal Leaves

Section 1: Jury Duty

Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his/her supervisor at least two (2) weeks in advance. When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period.

Section 2: Military Leave

Military Leave shall be provided pursuant to New Jersey Civil Service Personnel Manual (Local Jurisdiction) Part 17-3, "Military Leave" and said part is hereby incorporated herein by reference.

Section 3: Bereavement Leave

The County shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren or grandparents. Additional days may be approved by the supervisor and charged against sick leave.

The County shall provide one working day's bereavement leave with pay in the case of death of a relative of the second degree, that is uncle, aunt, niece, nephew, cousin, sister-in-law or brother-in-law. Such leave day is not chargeable against sick leave.

As soon as possible, an employee shall notify his/her supervisor of a death in his/her family, and of his/her need for leave. Notification must be given as in the case of illness under Article 4, Sick Leave, Section 3. Proof of death may be required by the County Director of Personnel.

Section 4: Other Leaves

Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the County of Morris. For a leave without pay, the employee shall submit a written request to the Supervisor at least 30 days in advance stating the reason for the request, and the time required. This request will be forwarded to the Board of Freeholders and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 5: Administrative Day / Personal Day

- (a) Each employee shall be entitled to an allowance of one (1) work day leave upon written request to and the approval of his/her department head only for the following reasons:
 - A. Court Subpoena
 - B. Marriage of employee
 - C. Personal business which cannot be attended to outside of work hours
 - D. Established religious days

- (b) Each employee will be granted one (1) personal day without the requirement of any of the above stated reasons, provided the employee obtains prior approval.

Administrative leave and personal leave, as noted above, shall be non-cumulative.

ARTICLE 11: County Rights and Responsibilities

Section 1:

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

1. To manage and administer the affairs and operations of the County;
2. To direct its working forces and operations;
3. To hire, promote and assign employees in accordance with the law;
4. To demote, suspend, discharge or otherwise take disciplinary action in accordance with law. The requirement of taking disciplinary action against employees for cause and in accordance with law is applicable only to permanent employees under Civil Service;
5. To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of County government.

Section 2:

The County'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 laws of New Jersey and of the United States.

Section 3:

Nothing contained in this Agreement shall operate to deny to or restrict the County in exercise of its rights, responsibilities and authority pursuant to the laws of this State or of the United States.

ARTICLE 12: Commitment to Insure Uninterrupted County Operations

Section 1:

The Association acknowledges that the need for continued and uninterrupted operation of the County's departments and agencies is of paramount importance to the citizens of Morris County and that there should not be any interference with such operation.

Section 2:

In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the 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, mass resignation, mass absenteeism, work stoppage, slowdown, walkout or other job action or the invocation of sanctions against the County. The Association agrees that such action would constitute a material breach of this Agreement.

ARTICLE 13: General Provisions

Section 1:

This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement except where otherwise provided herein, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2:

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

Section 3:

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such term is used.

Section 4: General Information

- A. Physical examinations may be required from time to time at the expense of the Public Employer.
- B. Change of address of an employee must be reported to employee's supervisor immediately.
- C. Where the job requires, residence by County employees may be required to be in Morris County.
- D. Change of family status: The employee is advised to inform the Personnel Office immediately of any additions, deletions or changes in the family status, for the purpose of keeping employment records up-to-date, and for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 Form, Employee's Withholding Exemption Certificate.

Section 5: Uniform Maintenance Allowance

Each employee covered by this Agreement shall receive an annual uniform maintenance allowance of \$500.00.

ARTICLE 14: Grievance Procedure

Section 1: Definition

A. Contractual Grievance

A contractual grievance is any dispute relating to the violation, interpretation, or application of the terms of this agreement, but shall not include:

- (1) Matters which involve the interpretation or application of a Civil Service Rule or Regulation of N.J.S.A. 11A: 1-1 et seq. the Civil Service Law, and in which a method of review is prescribed by law, rule or regulation;
- (2) Matters where the County is without authority to act.

Employees who completed their first ninety (90) days of employment shall have the right to grieve and arbitrate all disciplinary actions not covered by the appeal procedure of the Department of Personnel.

A contractual grievance may be processed up to and including Step 4 of the grievance procedure and such decision of the arbitrator shall be final and binding.

B. Non-Contractual Grievance

A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions affecting the employee organization, including Article 18, Section 3(b). Non-contractual grievances shall be processed up to and including Step 3 of the procedure and such decision of the County Administrator shall be final.

C. Immediate Supervisor

An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems which may arise affecting the terms and conditions of employment. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth herein, which definition shall govern and limit the scope of contractual and non-contractual grievances.

The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual or the majority representative and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Procedure

An aggrieved employee or the majority representative must file his grievance in writing with his immediate superior within ten (10) calendar days of the occurrence of the matter complained of, or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

Step 1:

Once timely filed, the aggrieved employee or the majority representative shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) work days by the immediate superior, the employee or the majority representative must present his grievance to his Department Head. The procedure and the time limits for resolution at that level shall be the same as that discussed above for the immediate superior.

Step 2:

In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time period, the aggrieved employee or the majority representative may present the grievance to the County Director of Labor Relations within five (5) work days thereafter. Upon receipt of the grievance, the Director of Labor Relations shall investigate the grievance and shall render a written decision thereon within ten (10) work days.

Step 3:

In the event there is not a satisfactory resolution of the grievance at Step 2 or a decision rendered by the Director of Labor Relations within the time allowed, the aggrieved employee or the majority representative may appeal to the County Administrator within ten (10) work days thereafter. Where an appeal is filed with the County Administrator, the grievant shall file:

- (1) Copy of the written grievance discussed below;
- (2) A statement of the results of prior discussions thereon, and
- (3) A statement of the grievant's dissatisfaction with such results.

The County Administrator shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall give written notification to the aggrieved employee or the majority representative, if there is to be one, and other parties if any, of its determination. This time period may be extended by mutual written agreement of the parties.

Step 4:

In the event a contractual grievance is not resolved at Step 3, or a decision rendered by the County Administrator within the time provided above, the aggrieved may submit the contractual grievance to final and binding arbitration as provided in Rule 19:12-14 of the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

The Arbitrator selected in accordance with the procedure outlined above shall conduct a hearing within a reasonable time after designation by the Public Employment Relations Commission. There shall be no appeal from the arbitrator's decision as each such decision shall be final and binding on the Association and its members, the employee or employees involved, and the County of Morris. The arbitrator shall make his judgement based on the express terms of this agreement, and shall not be authorized to add to or subtract from any of the terms of this agreement. Expenses for the arbitrator shall be shared equally by the County of Morris and the Association.

Copies of the award of the arbitrator, made in accordance with his jurisdictional authorization as set forth above, shall be furnished to both parties within thirty (30) days of the hearing.

Article 15: Salaries

Section 1:

The annual salaries for employees covered by this Agreement shall be as set forth on Schedule "A," attached hereto.

ARTICLE 16: Application of Benefits

The provisions of this Agreement shall not apply to any employee who has left the employ of the County of Morris prior to the date of signing of this Agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 2005, through the date of retirement of any employee retiring prior to the date of signing of the Agreement. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2005 to the employee's last date of employment.

ARTICLE 17: Pensions

The Public Employer shall provide pension and retirement benefits to employees covered by this agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All new legislation which is mandatory will be implemented and all new enabling legislation will be subject negotiations.

ARTICLE 18: Educational Incentive

I. PURPOSE

To describe the provisions of the Educational Incentive Program. This program is designed to develop and improve employee job-related skills, by improving an employee's ability to function professionally in his/her current position, as well as to enable him/her to qualify for higher level positions in any branch of County government. The County will provide academic tuition reimbursement, in accordance with these policies and procedures.

II. ELIGIBLE PARTICIPANTS

- A. Applicant must have been a full-time County employee for at least one (1) year prior to start of the course.
- B. Applicant must be a full-time employee

III. REQUIREMENTS

- A. Prior Approval - Prior approval from the Department Head, and the Educational Incentive Committee is required.
 - 1. Approval will be granted only for a specific course or courses.
 - 2. In the event the employee is matriculated in a program of study, the nature of which will enhance the employee's ability to perform in a current or projected position with the County, and certain courses are required, which are not relevant to the employee's current or anticipated position with the County, the Committee may recommend approval for tuition reimbursement for those courses.
- B. The Educational Incentive Committee shall consist of:
 - 1. The County Administrator, Chairman
 - 2. The County Treasurer or his/her designee (appointed annually and eligible for reappointment, at the discretion of the County Treasurer).
 - 3. The Director of the Division of Personnel
 - 4. One Department Head, Division Head, or Head of an autonomous body, who is appointed annually.
 - 5. One supervisory employee, not a Department Head or Division Head, who is appointed annually.
- C. Source of Instruction - Only courses offered by a recognized and accredited university, college or school are acceptable.

- D. Applicable Courses - Only those individual courses which will, in the judgement of the Department Head and the Committee, enhance an individual employee's ability to perform in a current or projected position with the County. Courses may be at the Associates', Bachelor's, or graduate levels. (See III. A. 2.)

IV. REVIEW CRITERIA

The Educational Incentive Committee shall consider the following factors when determining the appropriateness of approving an educational incentive request.

- A. With respect to the courses or programs:
 - 1. Does it realistically qualify the employee for another position in County government?
 - 2. Does it satisfy minimum educational requirements for the employee's current position?
 - 3. Does it allow the employee to maintain or improve his/her skills in the current position?
 - 4. Does it meet the express requirements for retention of established employment relationship, status, or rate of compensation?
- B. With respect to the employee:
 - 1. Are there reasonable opportunities, as determined by the Educational Incentive Committee, within any branch of County government for the employee to implement and utilize the subject material of the course(s) under consideration.

V. APPLICATION PROCEDURE

A. Employee

The employee must submit a completed Educational Incentive Request Form, to his/her Department Head, together with a photocopy of the official course description from the university, college or school catalog, prior to start of classes.

B. Department Head

- 1. Upon receipt of an Educational Incentive Application packet, the Department Head, shall review it, forwarding the same with his/her recommendations to the Educational Incentive Committee.
- 2. Within two weeks after the receipt of the Educational Incentive Application Packet, the Educational Incentive Committee shall review the request and reach a decision, based upon a simple majority vote
- 3. As committee chairman, the County Administrator will, in writing, convey the committee's decision to the Department Head, the employee, and the Division of Personnel.

VI. REIMBURSEMENT PROCEDURE

- A. The employee must advise the Educational Incentive Committee if he/she is receiving tuition reimbursement from any other source. If an employee is receiving tuition reimbursement from another source, that employee shall not request additional reimbursement from the County that would exceed 100% of tuition costs.
- B. Reimbursement shall be for tuition only, the employee incurring any additional costs.
- C. Tuition reimbursement will be made only after successful completion of the course as substantiated through official documentation.
- D. Upon successful completion of the approved course(s), the employee shall submit to his/her Department Head, the following:
 - 1. A copy of the approved Educational Incentive Request Form.
 - 2. An official transcript, including grade obtained.
 - 3. A voucher for reimbursement.
 - 4. A receipt for tuition paid, copy of a canceled check, or Charge receipt.
- E. Tuition shall only be paid for courses in which the employee receives a grade of "C" or better and for which that employee receives full academic credit, or which fulfills a degree requirement.
- F. There shall be a maximum of 18 credits allowed per calendar year, per employee, for tuition reimbursement. Allowable reimbursement per credit earned shall not exceed the cost per credit as charged by Rutgers - the State University.

VII. CONTINUED EMPLOYMENT REQUIREMENT

- A. An employee who receives tuition reimbursement is expected to continue employment with the County for at least one (1) year after course completion.

- B. If an employee resigns prior to the completion of the one year continued employment requirement, he/she shall compensate the County for all tuition reimbursements received within the prior twelve (12) month period. The Division of Personnel shall investigate if an employee has received tuition reimbursement during this twelve (12) month period and advise the Department of Finance of any monies owed prior to the employee's exit interview or termination of employment.
- C. If the employee does not reimburse the County, as per the above, he/she shall have any amounts still owed deducted from his/her last paycheck and may be subject to legal action to recover any balance still owed beyond the total amount available from his/her last paycheck.

VIII. TAXABILITY OF TUITION REIMBURSEMENT

- A. All employees who avail themselves of this policy should be aware that these reimbursements may be reported to the Internal Revenue Service as taxable income.
- B. The determination as to the taxability of the reimbursement will be made in accordance with existing legislation at the time the reimbursement request is honored with a payment by the County. Any future changes in legislation that require retroactive adjustments may require the employee to file an amended tax return in accordance with the Internal Revenue Service Code.
- C. All decisions by the County of Morris in regard to the taxability of these benefits should be directed to the Internal Revenue Service.

IX. DISCLAIMER

- A. If an employee elects to register for a course prior to receiving confirmation of approval or denial from the County for a course or courses taken, the employee is fully liable for any costs incurred in the event approval is denied.
- B. Failure to notify the County of any additional tuition reimbursement sources the employee may be receiving shall result in disbarment of that employee from any benefits under in legal action [suit] to recover County funds.

ARTICLE 19: Liability Insurance

During the term of this Agreement, the County shall continue the existing liability insurance coverage for employees covered by this Agreement during performance of their duties.

ARTICLE 20: Non-Discrimination

Neither the County nor the Association will discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, sex, physical handicap, or liability for service in the Armed Forces of the United States.

ARTICLE 21: Disability Leave

For the employees covered by this Collective Bargaining Agreement, the disability plan currently in effect shall be continued during the term of this Agreement without substantive modification or alteration with the exception that the maximum weekly disability benefit for eligible employees shall be increased to \$213.00 per week and the employees annual contribution shall be increased to \$56.50 per year. These disability benefits are paid to all eligible employees covered by this Collective Bargaining Agreement who have exhausted their sick leave and are unable to work because of sickness or off the job accidents.

Benefits would not be payable for a disability beginning before completion of the ninety (90) day "probationary period" when first employed. The average weekly wage would be calculated on the earnings in the eight calendar weeks immediately before the week in which the disability begins. The total wages earned during these weeks worked are divided by the number of weeks worked in the eight week period to obtain the average weekly wage. The benefit will be two thirds (2/3) of the average weekly wage. Morris County would remain as guarantor.

ARTICLE 22: Local Representatives and Members

1. One authorized representative, or a designee, from within the Morris County Weights and Measures Unit, appointed by the Local, shall be authorized to discuss with the Department Supervisor any questions concerning the terms of this Agreement.
2. The President, a local elected representative or his designee shall be excused from duty for attendance at the regular quarterly meeting of the Local.

ARTICLE 23: Dues Deduction

1. Upon request, the County agrees to deduct from the salaries of those of its employees who authorize it membership dues for the P.B.A. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the statutes of New Jersey. Deductions shall be in compliance with law each pay period, and monies collected together with records of any corrections shall be transmitted to the Treasurer of the P.B.A. by the first of each month following collection.
2. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the County written notice to the effective date of such change.
3. The P.B.A. will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Director of Personnel. The P.B.A. shall indemnify, defend, and save the County 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 County in reliance upon salary deduction authorization cards submitted by the P.B.A.
4. All new employees will be informed of the existence of P.B.A. Agreement at the time of hire by the Personnel Department and furnished with a copy thereof by the P.B.A. representative at the time the employee authorizes dues deduction.

Article 24: Licensure

Employees covered by this Agreement, who are required by the County to possess a Commercial Driver's License (CDL) shall be reimbursed for the cost of the testing and the license fee which is in excess of the basic passenger license.


ARTICLE 25: Duration

This Agreement shall be in full force and effect as of the first day of January 2008 and shall remain in full force and effect through the thirty-first day of December, 2010. If either party desires to modify or terminate this Agreement, it must, no later than September 30, 2010, give written notice of its intention. In the event no such notice is received by September 30, 2010, this Agreement shall continue in effect from year to year after subject to modification or termination by either party upon written notice given prior to August 31st of any succeeding year.

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

ATTEST:

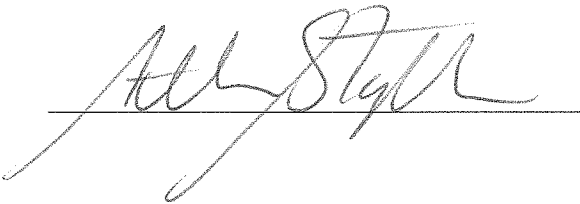
BOARD OF CHOSEN FREEHOLDERS
OF MORRIS COUNTY





ATTEST:

Policemen's Benevolent Association,
Local 203





SCHEDULE A

Step	2008	2009	2010
Apprentice	\$33,247	\$34,411	\$35,529
1	\$34,116	\$35,310	\$36,458
2	\$36,550	\$37,829	\$39,058
3	\$38,985	\$40,349	\$41,660
4	\$41,468	\$42,919	\$44,314
5	\$43,855	\$45,390	\$46,865
6	\$46,289	\$47,909	\$49,466
7	\$48,723	\$50,428	\$52,067
8	\$51,157	\$52,947	\$54,668
9	\$54,754	\$56,670	\$58,512
10	\$58,767	\$60,824	\$62,801

Step Movement

Employees hired prior to January 1, 1999 shall move to the next step and schedule every January 1.

Employees hired on or after January 1, 1999 shall move to the next step and schedule only on his/her anniversary date of hire to the unit.