

2409

AGREEMENT BETWEEN
THE MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS
THE OFFICE OF THE SHERIFF
OF MORRIS COUNTY

and

MORRIS COUNTY POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL 298

JANUARY 1, 1990 - JUNE 30, 1992

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PREAMBLE

THIS AGREEMENT made and entered into this ~~20th~~ day of *August*, 1991 by and between the County of Morris, a County Government of the State of New Jersey, hereinafter referred to as the County, the Office of the Sheriff of Morris County and the Morris County Policemen's Benevolent Association, Local 298, hereinafter referred to as the Association, is the final and complete understanding between the County and the Association on all negotiable 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 a 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 all full-time 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 as described below:

All Correction Officers employed in the Morris County Jail.

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 2: SHERIFF AND COUNTY RIGHTS AND RESPONSIBILITIES

Section 1:

In order to effectively administer the affairs of the Sheriff's Office and to properly serve the public, the Sheriff's Office 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 Sheriff's Office;
2. to direct its working forces and operation;
3. to hire, promote and assign employees in accordance with law and the provisions of this Agreement;
4. to demote, suspend, discharge or otherwise take disciplinary action against employees in accordance with law and the provisions of this Agreement.
5. to promulgate rules and regulations, from time to time which may effect the order and efficient administration of the Sheriff's Office.

Section 2:

The Sheriff's Office and 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 laws of New Jersey and of the United States.

Section 3:

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

ARTICLE 3: PBA 298 SECURITY - DUES DEDUCTIONS

Section 1:

Upon request the County agrees to deduct from the salaries of those of its employees who authorize it, membership dues in the Association. 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 made in compliance with law each pay period and monies collected together with records of any corrections shall be transmitted to the Treasurer of the Association by the first of each month following collection.

Section 2:

If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the County written notice prior to the effective date of such change and shall furnish to the County new authorizations from its members showing the authorized deduction for each employee.

Section 3:

The Association will provide the necessary dues deduction form and will secure the signature of its members on the forms and deliver the signed forms to the County Director of Personnel. The Association shall indemnify, defend and save the County and the Sheriff 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 Association.

Section 4:

All new employees will be informed of the existence of the PBA agreement at the time of hire by the County Personnel Department and furnished with a copy thereof by the PBA representative at the time the employee authorizes dues deduction.

ARTICLE 4: DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Public Employer or any of its agents against the employees represented by the PBA 298 because of membership or activity in PBA 298. PBA 298 shall not intimidate or coerce employees into membership. Neither the Public Employer nor PBA 298 shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE 5: COLLECTIVE NEGOTIATIONS PROCEDURE

Section 1:

Collective negotiations with respect to rate of pay, hours of work or other conditions of employment shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the Board of Chosen Freeholders of Morris County, or its designees, and the President of PBA 298 or his designees, shall be the respective negotiating agents for the parties.

Section 2:

Collective negotiation meetings shall be held at times and places mutually convenient at the request of either party.

Section 3:

Employees of the Public Employer who may be designated by PBA 298 to participate in collective negotiation meetings called for the purpose of the negotiation of a collective negotiation agreement will be excused from their work assignments, without loss of pay.

Section 4:

Ordinarily, not more than six (6) representatives of each party plus legal counsel shall participate in collective negotiations meetings, but the number of such representatives shall be equal and agreed upon in advance of such meetings.

ARTICLE 6: GRIEVANCE PROCEDURE

Section 1: Definition

Contractual Grievance

A contractual grievance is any dispute relating to the violation, interpretation, or application of the terms of this agreement and the following procedure shall be adhered to for purposes of attempting to reach a mutually satisfactory settlement. The term "grievance" and the grievance procedure as set forth herein shall not apply:

- (A) Matters which involve the interpretation or application of a New Jersey Department of Personnel Rule or Regulation of N.J.S.A. 11a:1-1 et seq. the New Jersey Department of Personnel Law, and in which a method of review is prescribed by law, rule or regulation;
- (B) Matters in which the employer is without authority to act.

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.

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 24, Section 4, 5 and 6 concerning employee evaluation and merit pay; minor disciplinary action, and overtime procedures not contained in this Agreement.

Non-contractual grievances shall be processed up to and including Step 3 of the procedure and such decision of the employer shall be final.

Immediate Supervisor

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

Section 2:

The Public Employer shall permit two members of the PBA 298 Grievance Committee to conduct the business of the committee in accordance with the grievance procedure set forth herein, during the duty hours of these members without loss of pay.

(a) Complaints may be initiated by an individual employee to his immediate supervisor. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a

grievance, it shall be presented by the authorized PBA 298 representative.

(b) When PBA 298 wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1:

The President of PBA 298 or his duly authorized and designated representative shall present the grievance in writing and discuss the grievance with the aggrieved employee's Division Head. The Division Head shall answer the grievance in writing within five (5) days.

Step 2:

In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time provided, the aggrieved employee may present his handwritten grievance to the Sheriff within ten (10) work days thereafter. The Sheriff or his designee shall investigate the grievance and render a decision thereon within ten (10) work days.

Step 3:

If the grievance is not resolved at Step 2, or if no answer has been received by PBA 298 within the time set forth in Step 2, the grievance may be presented in writing to the Board of Chosen Freeholders. The Board, or, at its option, a Committee of the Board, shall render a final decision of the Board of Chosen Freeholders which shall be given to PBA 298 in writing within thirty (30) days after the receipt of the grievance by the Board.

Step 4:

a. Any unresolved contractual grievance, except matters within the exclusive province of Civil Service may be appealed to arbitration (only by the Association). The Association must file the request for Arbitration within thirty (30) working days after the receipt of the Step 3 decision.

b. Where the grievance involved an alleged violation of individual rights specified in New Jersey Department of Personnel Law and Rules for which a specific appeal to New Jersey Department of Personnel is available, the individual must present his/her complaint to New Jersey Department of Personnel directly.

c. The arbitrator shall be selected on a case-by-case basis from the panel of arbitrators maintained by the Public Employment Relations Commission.

d. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and

regulations as may be effected by the New Jersey Department of Personnel. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.

e. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.

The language above is intended to be read in a manner consistent with N.J.S.A. 34:13A-7 and N.J.A.C. 9:12-5.1 et seq.

f. The cost of the Arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

g. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

h. The grievance procedure as defined herein shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties.

ARTICLE 7: 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 be no interference with such operation.

Section 2:

In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the term of this Agreement neither it nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (including the concerted failure of four or more employees to report for duty, mass resignation, mass absenteeism, work stoppage, slowdown, walk-out 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 8: VACATIONS

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 Leave</u>
Less than 1 year	1 day for each month worked during 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 such 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 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 who may require six (6) weeks prior notice of extended vacation, and is authorized to plan vacations so as not to interfere with responsibility of orderly work. Selection of vacation periods shall be made according to seniority in position title.

Section 5:

An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to 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 the performance of duty need be continuous, but periods 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 earned vacation time.

Section 6:

Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on a prorated basis of one day's vacation for each month of actual service. Vacation will be calculated for terminated employees based on his vacation entitlement in accordance with length of service. If he is entitled to 15 days per year, a day will be calculated at the rate of 1.25 days per month. If he is entitled to 12 days it will be calculated on the basis of one day per month. 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 daily rate of pay deducted from his final pay for each day of annual vacation taken in excess of the number to which he was entitled.

ARTICLE 9: HOLIDAYS

Section 1:

All 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.

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:

Employees, covered by this Agreement, who do not work on any of the holidays enumerated in Section 1, shall receive holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

Employees, covered by this Agreement, who do work, shall receive holiday pay for work performed on any of the holidays enumerated in Section 1, during the first pay period in December of each year. Such payment will be made in a lump sum amount to eligible employees, who work on any of the holidays enumerated, at the employee's straight time hourly rate of pay, not to exceed eight (8) hours. Said payment shall be limited to active employees and such payment shall not become part of the employee's base salary structure.

ARTICLE 10: 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 bases, he shall have the amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

Each employee will be credited with 15 days of sick leave annually for each succeeding calendar year of full-time employment, which is accumulative. Sick leave cannot be used as terminal leave. There shall be no accumulated time under any circumstances for sick 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 is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he is entitled.

Sick leave benefits shall be available to full-time employees.

Section 3:

Notice of absence is required as follows:

ILLNESS: Each employee is required to notify his supervisor by one-half ($\frac{1}{2}$) hour before starting time on each day of absence, provided, however, that shift personnel are required to so notify one (1) hour before starting time. Should the employee be unable to reach his/her supervisor, then the ranking available person of the particular division on duty shall be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice as in the case when an employee is hospitalized or seriously disabled in which case it shall be sufficient that the employee or member of the employee's family notify the supervisor or ranking available person giving reason

for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances the daily requirement of notice shall be enforced.

Failure to give notice 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 (5) consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

Section 4:

A certificate from a reputable 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 five (5) days at one time, the County will not require production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his supervisor to justify payment of sick leave.

An accumulation of ten (10) sick days, the days having been taken at various times within a period of twelve months, 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:

Upon retirement, with at least twenty-five (25) years service, the employer will pay the employee thirty percent (30%) of accumulated sick time to a maximum of eight thousand dollars (\$8,000.00).

ARTICLE 11: MAINTENANCE OF CERTAIN PRACTICES

The Parties agree that only the following existing practices shall be maintained during the life of this Agreement.

(a) Request for approved holiday leave: Request for holiday leave shall be made to the employee's supervisor at least three (3) days prior to the holiday date requested. Holiday leave will only be given upon request of the employee provided there is three (3) days prior notice and sufficient coverage during the tour of duty when the holiday allowances are to be used. The supervisor shall designate a replacement.

(b) Switching days off for personal reasons: Employees may exchange days off for personal reasons but only upon the approval of their supervisor.

(c) Pay for additional responsibilities: When a Correction's Officer is designated by a superior officer to act in the capacity of a Sergeant, he shall receive four (4) hours additional pay per day for each day he acts in a Sergeant's capacity. Additional compensation paid hereunder shall not exceed the rate of pay for the position assumed.

In accordance with N.J.S.A. 34:13A-5.3, proposed new rules as modifications of existing rules governing working conditions shall be negotiated with the Association before they are established..

ARTICLE 12: HEALTH BENEFITS

Section 1:

The Blue Cross/Blue Shield MEDALLION Plan shall be implemented upon the execution of the Agreement for all eligible employees, covered by this Collective Bargaining Agreement, and their eligible dependents. As to the MEDALLION Plan, the \$2.00 co-pay Prescription Drug Plan currently available to eligible employees will remain in effect during the term of this Agreement.

The Blue Cross/Blue Shield MEDALLION Plan and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment.

As an alternative to the Employer's Health Benefits Plan above, the employee may elect the COMED-HMO option.

Section 2:

The County shall assume the entire cost of health and hospital benefit insurance coverage (Blue Cross/Blue Shield 750 Series or its equivalent) for employees covered by this Collective Bargaining Agreement who retire, as permitted by N.J.S.A 40A:10-23.

In order to receive this benefit, said retiree must have been:

- 1) retired on a disability pension; or
- 2) been employed by the County for twenty-five (25) continuous years or more of service at the time of retirement; or
- 3) at the time of retirement, reached the age of 62 or older and been employed by the County for at least fifteen (15) continuous years.

Each retiree and his/her eligible dependents shall receive this benefit provided they annually advise the County of all other health and hospital coverage under which they are covered through any other source.

Section 3:

Effective January 1, 1991 and continuing thereafter, the County shall deduct from each paycheck of each eligible employee an amount the annual equivalent of \$100.00 for Employee Only coverage and \$150.00 for Employee/Dependent coverage. In the event of duplicate coverage of spouses (within the bargaining unit) employed by the County, the combined maximum deduction will be \$150.00.

ARTICLE 13: 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 (1½) times the amount of base annual wage life insurance is provided free of charge.

Section 3:

After the first 12 month membership, during which the remaining 1½ times contributory insurance is mandatory, at the employee's expense at the present cost of 0.75% of base salary, 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:

Those officers under the age of 35 are eligible for Life Insurance and Retirement Benefits pursuant to the Police and Fireman's Retirement Plan of New Jersey.

ARTICLE 14: PENSIONS

The County shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE 15: 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 supervisor at least two (2) weeks in advance. When granted such 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:

Administrative Leave Days - Each employee shall be entitled to an annual non-cumulative allowance of three (3) work days leave upon written request to and the approval of the Sheriff, or his designee, for the following:

1. Court attendance (non-work connected)
2. Marriage of employee
3. Personal business which cannot be attended to outside of work hours
4. Established religious holidays

Administrative leave shall be prorated during the calendar year on the basis of one day per each four months of employment.

Section 4:

Convention Leave - The County agrees to provide time off without loss of pay to the members of PBA 298 selected by the membership of the PBA 298 as delegates and alternate delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association. Leave will be granted pursuant to the provisions of N.J.S.A. 11:26C-4.

Section 5:

Other Leaves - Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the County of Morris. For a leave without pay, the employee shall submit a written reason for the request, and the time required, except in emergency circumstances. This request will be forwarded to the Morris County Sheriff or his designee and promptly

answered.

If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the County Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

ARTICLE 16: BEREAVEMENT LEAVE

Section 1:

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

Section 2:

As soon as possible an employee shall notify his supervisor of a death in the family and of his need for leave. Notification must be given as in the case of illness under Article 10, Sick Leave, Section 3. Proof of Death may be required by the County Director of Personnel.

ARTICLE 17: LIABILITY INSURANCE

Through the term of this Agreement, the County shall continue the existing liability insurance coverage for employees under this Agreement during performance of their duties. The basis of coverage shall be the policy offered on January 1 of the current year by the Morris County Insurance Fund (coverage formerly provided by the Fireman's Fund Insurance Company).

Information of liability insurance coverage can be obtained from Risk Management.

ARTICLE 18: BULLETIN BOARDS

The County shall permit the Association reasonable use of designated bulletin boards located in work areas for the posting of notices concerning Association business and activities, provided any such notices shall not contain salacious, inflammatory or anonymous material.

ARTICLE 19: PROMOTIONS

All promotions shall be in accordance with regulations, and in accordance with Civil Service requirements concerning qualifications.

ARTICLE 20: SENIORITY

The rules and regulations of the Sheriff's Office sets forth the seniority provisions.

ARTICLE 21: COLLEGE CREDITS

(a) The College Credit Program (only applies to employees participating therein as of December 31, 1975).

(1) An employee who has accumulated ten (10) college credits and has matriculated as a degree candidate majoring in Law Enforcement shall be paid the sum of ten (10) dollars per credit annually. The employee must have received these credits from an accredited institution or college approved by the Middle States Association of Colleges and Secondary Schools. The employee must be majoring in police science or applied science. All courses taken must be approved in advance by the Department Head to be eligible for payment hereunder. Credits already accrued must have been taken in police sciences or Law Enforcement to be eligible for compensation hereunder. Credits already accrued in areas other than police sciences or Law Enforcement shall not be eligible for compensation.

The employee shall continue to receive payment for all credits earned plus additional credits earned until he or she received an associate degree. He shall continue to receive payment for these credits annually thereafter as long as employed by the County of Morris. Payment hereunder shall be bi-weekly during the term of this Agreement.

(b) The College Tuition and Books Reimbursement Program (For all other).

Employees not participating in the college credit program who desire to attain Associate degrees in Police Science shall be reimbursed for tuition and necessary books for courses approved in advance by the Sheriff. Reimbursement shall be upon satisfactory completion of each course.

Employees eligible to receive reimbursement for tuition and books from the L.E.A.A. or other eligible program will make application for same and not be eligible for County reimbursement.

ARTICLE 22: UNIFORM ALLOWANCE

Section 1:

Upon execution of the Agreement, an annual uniform allowance in the amount of \$575.00 shall be paid in the first quarter of each year to employees covered by this Agreement.

Section 2:

The County agrees to supply each employee with a uniform without cost to such employee. Equipment issued shall be the property of the County of Morris and must be returned to the County as provided under Section 3 below.

Section 3:

Upon termination of employment, an employee shall turn back his uniform issue. Failure to do so shall result in the deduction of the depreciated value of said unreturned equipment (as determined by management) from the employee's final paycheck.

ARTICLE 23: HOURS OF WORK-WEEK

Section 1:

The work week shall consist of forty (40) hours.

Section 2:

Overtime

The County may require an employee to work beyond his work week as defined above. An employee who works in excess of forty (40) hours in any work week shall be paid at one and one half (1½) times his established hourly rate for all hours worked beyond 40 in any work week. All overtime work must be authorized in advance.

Section 3:

Standby Duty

Employees assigned to standby duty shall receive a minimum of four (4) hours pay when they are called out for active duty.

Section 4:

Emergency Duty

Employees called out on emergency duty shall receive a minimum of four (4) hours pay for such duty.

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ARTICLE 24: WAGES

Section 1:

Effective January 1, 1990, employees shall have their salary increased to their 1991 salary level on Schedule A, which represents an eight percent (8%) increase over the 1989 Salary level.

Section 2:

Effective January 1, 1991, employees shall have their salary increased to their 1991 salary level on Schedule A, which represents a six percent (6%) increase over the 1990 Salary level.

Section 3:

Effective January 1, 1992, employees shall have their salary increased to their 1992 salary level on Schedule A, which represents a three percent (3%) increase over the 1991 Salary level.

Section 4:

Effective the first pay period of December 1990, as a management prerogative and right without limitation, the Sheriff may grant a performance incentive to eligible employees whose performance, as rated in two (2) consecutive ratings in a twelve (12) month period, exceeds the existing standard of "S+". For the purpose of this Agreement the performance evaluations for 1987 may be used to establish the two consecutive rating periods. This performance incentive will be paid in a lump sum amount not to exceed two percent (2%) of the employee's base salary. This lump sum amount shall be payable to eligible employees who are actively employed. Said amount shall not become part of the base salary structure and may be granted solely upon exceeding the existing standard of "S+", and upon review and approval of the Sheriff.

Section 5:

Effective the first pay period of December 1991, as a management prerogative and right without limitation, the Sheriff may grant a performance incentive to eligible employees whose performance, as rated in two (2) consecutive ratings in a twelve (12) month period, exceeds the existing standard of "S+". For the purpose of this Agreement the performance evaluations for 1987 may be used to establish the two consecutive rating periods. This performance incentive will be paid in a lump sum amount not to exceed two percent (2%) of the employee's base salary. This lump sum amount shall be payable to eligible employees who are actively employed. Said amount shall not become part of the base salary structure and may be granted solely upon exceeding the existing standard of "S+", and upon review and approval of the Sheriff.

Section 6:

Formal written performance appraisals will be made not less than biannually, with one of these appraisals to coincide with the employee's anniversary date. Said appraisal shall serve as the basis for advancement on the Salary Guide, Schedule A. The Sheriff may, at his discretion, withhold an anniversary increment for a below standard performance appraisal.

Section 7:

Effective January 1, 1991, the Correction Stipend shall be increased to \$1,250.00 annually and remain at that level during the term of the Collective Bargaining Agreement.

Section 8:

Notwithstanding the salaries set forth on Schedule A, the Association agrees that the Sheriff has the managerial prerogative and right, without limitation, to hire employees at any salary he deems appropriate commensurate with experience, education or any other factors, provided said salary is within the announced salary range for the job title in question, if any.

ARTICLE 25: LONGEVITY

Section 1:

Each employee employed prior to January 1, 1991, and covered by this Agreement shall be paid in addition to the rates of pay set forth in Article 24 set forth above, a longevity increment calculated from date of hire and based upon unbroken continuous years of service with the Public Employer in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
After 3rd through the 7th anniversary date of employment	1%
After 7th through the 11th anniversary date of employment	3%
After 11th through the 15th anniversary date of employment	5%
After 15th anniversary date of employment	7%

Section 2:

Longevity will be paid in accordance with the provisions of this Agreement on a bi-weekly basis to be included with the employee's regular pay issued on the appropriate pay days.

Section 3:

In consideration of entitlement to longevity, no tacking on of previous periods of employment shall be permitted unless such period of service shall have been interrupted by an approved leave of absence.

Section 4:

The provisions of this Article 25 shall apply only to employees actively employed prior to January 1, 1991. All employees hired after January 1, 1991 shall not receive any longevity benefit whatsoever.

ARTICLE 26: 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, neither party shall be required to negotiate with respect to any such 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 terms are used.

ARTICLE 27: EXPANSION OF CERTAIN BENEFITS
DURING THE TERM OF THE AGREEMENT

In the event the Board of Chosen Freeholders of Morris County should grant major benefit improvements which normally would have uniform application among various groups of County employees or should grant improved insurance benefits to any other group of County employees during the term of this Agreement, the County shall upon request by PBA Local 298 discuss with PBA Local 298 the application of such benefits to employees covered by this Agreement.

ARTICLE 28: DISABILITY LEAVE

The County shall provide a self insured Disability Plan to pay employees who are sick or injured off the job \$150.00 per week for the period not to exceed twenty-six (26) weeks after sick leave has been exhausted. Each employee shall contribute one-half ($\frac{1}{2}$) of one percent (1%) gross wages to be deducted up to a maximum of \$37.50 per year.

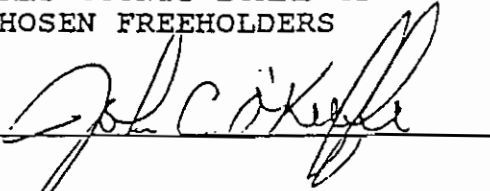
ARTICLE 29: DURATION

This Agreement shall be in full force and effect as of the first day of January 1990 and shall remain in full force and effect through the 30th day of June 1992. If either party desires to modify or terminate this Agreement, it must, no later than March 31, 1992, give written notice of its intention and furnish a copy of its proposals to the other party. In the event no such notice and proposals are received by March 31, 1992, this Agreement shall continue in effect from year to year after June 30, 1992, subject to modification or termination by either party upon written notice given prior to March 31 of any succeeding year.

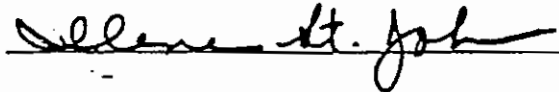
IN WITNESS THEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS

By



ATTEST:



OFFICE OF THE SHERIFF
OF MORRIS COUNTY

By



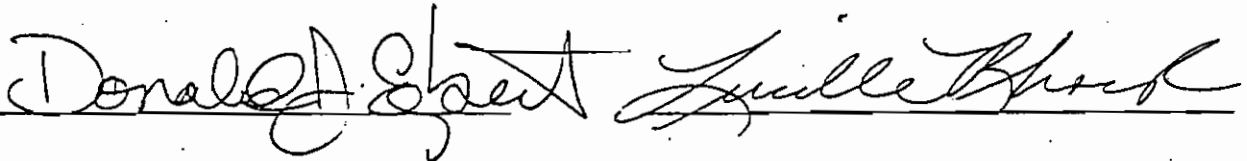
ATTEST:



PBA LOCAL 298

ATTEST:

By



PBA 298

SCHEDULE A

SALARY GUIDE

Movement -- 1st of year across one; Anniversary date, down one.

<u>Years of Service</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
Start at 65% of top pay	\$24,957.00	\$26,454.00	\$27,247.00
After 1 full year 72% of top pay	\$27,644.00	\$29,303.00	\$30,182.00
After 2 full years 79% of top pay	\$30,332.00	\$32,152.00	\$33,117.00
After 3 full years 86% of top pay	\$33,020.00	\$35,001.00	\$36,051.00
After 4 full years 93% of top pay	\$35,707.00	\$37,850.00	\$38,985.00
After 5 full years 100% of top pay	\$38,395.00	\$40,699.00	\$41,920.00

Anniversary increments on this salary guide shall be in accordance with Article 24, Section 6.