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AGREEMENT BETWEEN THE COUNTY OF MORRIS

AND

SUPERIOR OFFICERS ASSOCIATION  
OF THE MORRIS COUNTY SHERIFF'S DEPARTMENT

JANUARY 1, 1978 - DECEMBER 31, 1980

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AGREEMENT BETWEEN THE COUNTY OF MORRIS  
AND  
SUPERIOR OFFICERS ASSOCIATION  
OF THE MORRIS COUNTY SHERIFF'S DEPARTMENT

Preamble

THIS AGREEMENT made and entered into this 26th day of January, 1978 by and between the County of Morris, a County Government of the State of New Jersey, hereinafter referred to as the County, Sheriff of Morris County and the Superior Officers Association of the Morris County Sheriff's Department, 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 more efficient and progressive public service be rendered.

Article 1: Recognition and Scope

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

All Lieutenants and Captains of the Morris  
~~County Sheriff's Office and Jail.~~

All position titles not enumerated above are hereby excluded from the negotiating unit except any new position titles created hereafter of equal rank shall be included in said unit.

Section 2: Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refers 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 Department and to properly serve the public, the Sheriff's Department 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 Department;
2. To direct its working forces and operations;
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 orderly and efficient administration of the Sheriff's Department.

Section 2: The Sheriff's Department 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 to or restrict the Sheriff and the County in exercise of its rights, responsibilities and authority pursuant to the laws of this State or the United States.

### Article 3: Association 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.

Section 3: The Association 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 Association 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 Association.

Article 4: Discrimination and Coercion

There shall be no discrimination, interference or coercion by the County or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the County nor the Association 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 the Association, or his designee, 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 County who may be designated by the Association 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 two (2) 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: A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. The term grievance and the grievance procedure set forth herein shall not apply to matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A.11:1-1 et seq., the Civil Service Law and in which a method of review is prescribed by law, rule or regulation. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed:

Section 2: (a) Complaints may be initiated by an individual employee to the head of department; i.e., Undersheriff or Warden. 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 Association representative.

(b) The County shall permit two members of the Association 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.

Section 3: When the Association 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 the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the person designated by the County called a Grievance Negotiator. The Grievance Negotiator shall answer the grievance orally 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 grievance to the County Employees' Grievance Adjustment Committee within five (5) work days thereafter. This Committee shall be comprised of two members of the Freeholder Board and the County Grievance Negotiator. Upon receipt of the grievance this Committee shall investigate the grievance and render 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 the Association within the time set forth in Step 2, the grievance may be presented in writing to the Board of Chosen Freeholders. The final decision of the Board of Chosen Freeholders shall be given to the Association in writing within thirty (30) days after the receipt of the grievance by the Board of Chosen Freeholders.

Section 4: If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure, or if no answer in writing by the Board of Chosen Freeholders has been received by the Association within the time provided in Step 3, the Association may appeal the decision of the Board of Freeholders, if it wishes, to a court of law.

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: 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
After 6th anniversary to the 12th anniversary	15 days
After 12th anniversary to 18th anniversary	18 days
After 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 granted and may be taken only during the following 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.

Section 4: Annual vacation shall be granted only with prior approval of the Supervisor who may require six weeks prior notice of extended vacation, and is authorized to plan vacations so as to not 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 not be continuous, but periods of absence of eight (8) days or more shall not be credited in computing the required six (6) months.

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 using the schedule of earned vacation as set forth in Section 1, hereof. 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: (a) 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.

(b) Those employees who worked on Easter Sunday shall receive payment for said day in accordance with section 4 of this Article.

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

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: If a holiday falls on an employee's day off, it shall be deemed to have fallen on the next preceding or succeeding work day.

Section 4: When an employee is required to work on a holiday, he shall be paid for a regular work day plus his pay for the hours actually worked computed at his straight time hourly rate of pay.

Section 5: Officers shall be permitted to take off one day a month in lieu of the holidays stated in Section 1 above, subject to the needs of the Department and on prior approval of the officer in charge. In addition, two floating holidays shall be granted which may be taken on the same basis. The taking of days off or the use of floating holidays pursuant hereto shall not result in the payment of any additional compensation to employees covered under this agreement. For example, if an employee uses a day off in lieu of a holiday or takes a floating holiday, he may not claim a holiday premium for working on the day the normal holiday falls or is observed pursuant to this agreement. The intent of the parties to this agreement is to allow employees greater flexibility in scheduling time off without increasing costs to the employer.

#### 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 basis, he shall have an 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 fifteen (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. (To be modified subject to Section 6 of this Article). 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 both temporary and permanent employees.

Section 3: In the event an employee sustains a job-connected illness or injury, he/she shall be continued on full salary for a period of up to twenty-six (26) weeks without such time off being charged against his present or accumulated sick leave when such absence is directed by the County approved attending physician. Any weekly workers compensation payments received during this period will be returned by the employee to the County of Morris. The provisions of this paragraph shall not apply to any settlement compensation award received by the employee as a result of permanent injury.

Section 4: Notice of absence is required as follows:

ILLNESS: Each employee is required to notify his supervisor by one-half hour before starting time on each day of absence, provided however, that shift personnel are required to so notify two (2) hours before starting time. Should the employee be unable to reach the supervisor, then the Personnel Office should 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 Personnel Office 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 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 (5) consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

Section 5: 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 may not require production of 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, 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 6: Enabling legislation in the State of New Jersey is pending and upon its passage and enactment into law, the following contract term will be implemented prospectively from the effective date of said law, provided same is permitted thereby:

Any employee who retires or resigns in good standing during the term of this agreement shall be reimbursed for accumulated sick time based on the schedule below:

(a) First: Twenty (20) percent of the present day value of sick time after ten (10) years of service to a maximum of five thousand dollars (\$5,000.):

(b) Second: Thirty (30) percent of the present day value of sick time after twenty-five (25) years of service with a maximum of eight thousand dollars (\$8,000.).

#### Article 11: Hospital and Medical-Surgical Insurance

Hospital and medical-surgical insurance, including Major Medical will be provided by the County of Morris for all employees subject to this Agreement at the expense of the County, within three (3) months of the date of employment. Dependent coverage for Major Medical is available for the employees at no additional charge and at the option of the employee. Coverage provided is given in detail in all insurance certificates and booklets provided by the County of Morris. Information is available to the employees upon request.

## Article 12: Group Life Insurance

Insurance is automatically provided upon enrollment in the Public Employee's Retirement System or in the Police and Firemen's Pension System with coverage as provided by the applicable system.

## Article 13: Pensions

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

Employees are eligible for membership in the Public Employees Retirement System or the Police and Firemen's Retirement System in accordance with New Jersey Division of Pension rules and regulations.

## Article 14: 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 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: Convention Leave - The County agrees to provide time off without loss of pay to the members of the Association selected by its membership 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 4: Other Leaves - Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the County. For a leave without pay, the employee shall submit a written request to his supervisor at least 30 days in advance stating the reason for the request and the time required, except in emergency circumstances. This request will be forwarded to the Board of Chosen 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 Days for Supervisory Personnel -

Each employee shall be entitled to an annual allowance of five (5) work day's leave upon written notice to his department head. These days cannot be accumulated from one year to the next.

Article 15: 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, grandchildren, or grandparents. 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 his 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 16: 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.

Article 17: 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 18: Promotions

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

Article 19: Seniority

Seniority shall be included in the rules and regulations of the Sheriff's Department.

## Article 20: College Credits

(a) The College Credit Program (only applies to employees participating therein as of December 31, 1976).

Any 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 and working towards an associate degree in 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 receives an associate degree. He shall continue to receive payment for these credits annually on the anniversary date of original matriculation and annually thereafter as long as employed by the County of Morris. Payment hereunder shall be made as salary on a bi-weekly basis with normal paychecks and deductions.

(b) The College Tuition and Books Reimbursement Program (for all others).

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 applicable program will make application for same and not be eligible for County reimbursement.

## Article 21: Training Programs

In order to encourage proficiency in the technical and management skills required by the covered position titles, employees will be granted time off with pay to attend appropriate job related seminars and training programs.

Prior approval for the leave and the training program must be obtained in accordance with the Sheriff's Department rules and regulations.

Article 22: Uniform Maintenance Allowance and Uniform Issue

Section 1: A Uniform Maintenance Allowance in the amount of \$250.00 shall be paid annually during the term of this agreement. Payment shall be made as salary biweekly with normal deductions.

Section 2: Each employee shall have three standard uniforms and one dress uniform. The standard uniform shall consist of the basic officer's allotment while the dress uniform shall be of Civilian type such as a blazer and pair of slacks. The County agrees to supply all new employees and to bring present employees up to full issue (as described above) without cost to such employees. Equipment issued shall be the property of the County of Morris and must be returned to the County as provided under Section 4 below.

Section 3: Employees must wear uniforms while on duty. Reporting for duty improperly attired or being on duty improperly uniformed shall be grounds for suspension or other disciplinary action.

Section 4: Upon termination of employment an employee shall turn back his uniform issue. Failure to do so shall result in the deduction of the value of said unreturned equipment from the employee's final paycheck.

Article 23: Hours of Work and Work Week

Section 1: The employees covered by this Agreement are supervisory personnel and as such are recognized to hold managerial positions requiring no limit on the number of hours worked per day or per week. It is agreed that these employees will work as required by the needs of the service to effectively discharge their managerial responsibilities. There shall be no extra compensation paid to these employees for services rendered beyond thirty-five (35) hours as these employees are compensated in their base salaries in lieu thereof.

Article 24: Wages

Section 1: (a) Effective January 1, 1978, the following guide is established for the positions of Lieutenant and Captain:

	<u>1978</u>	<u>1979</u>	<u>1980</u>
Lieutenant	\$20,500.	\$21,935.	\$23,550.
Captain	22,000.	23,540.	25,335.

(b) Effective January 1, 1978, employees currently upon appointment with the County in these positions shall have their per annum salaries increased to the amounts stated above for calendar year 1978 and shall be paid for said year at the rate shown for their positions. Thereafter, these employees shall have their annual salaries increased to the amounts stated for the calendar years set forth above, said increases to be effective January 1st each succeeding year and to be paid during the years indicated. The last salary adjustment due hereunder shall be made January 1, 1980 and shall be paid during calendar year 1980.

(c) Upon promotion from Lieutenant to Captain, an employee shall be paid for the balance of the year in which the promotion is effected, pro rata, at the then established rate for the position of Captain. Thereafter, such employee shall advance annually, as provided above.

(d) Upon promotion from Sheriff's Officer Sergeant to Lieutenant, an employee shall be paid for the balance of the year in which the promotion is effected, pro rata, at the then established rate for the position of Lieutenant. Thereafter, such employee shall advance annually, as provided above.

#### Article 25: Longevity

Section 1: Effective January 1, 1978, each employee 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 based upon years of service with the County in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
From 3 Ann. to 8 Ann.	1
From 8 Ann. to 12 Ann.	3
From 12 Ann. to 16 Ann.	5
After 16th Ann.	7

Section 2: Any and all longevity shall accrue and be effective after ninety (90) days of employment provided such employee shall have requested in writing permanent status under Civil Service requirements. Any time period shall commence to run from the date of making such request.



Section 3: Employees carried in a temporary status for extended periods of time through no fault of their own shall be entitled to have time employed in temporary status after the initial ninety (90) day period counted in their total length of continued service for the purpose of entitlement to longevity benefits under this contract.

Article 26: General Provisions

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

During the term of this Agreement, in the event the Board of Chosen Freeholders of Morris County voluntarily grants major benefit improvements having uniform application among various groups of County employees, such benefit improvements shall be granted on the same terms and conditions to employees covered by this Agreement without the need for further negotiations.

Major benefit improvements shall include, but not be limited to, the following areas: holidays, vacation leave, sick leave, dental insurance, optical insurance and prescription drug plans.

It is understood and agreed that the prescription drug purchase program provided to employees at Morris View is not a major benefit improvement as that term is used herein and, therefore, will not affect employees under this Agreement.

It is expressly agreed that any benefit improvements mandated by law to be provided to specific County employees or groups of employees shall not be included within the areas covered by this provision. Likewise, any benefit improvements provided voluntarily by said Board of Freeholders to specific employees or to a group of employees, which improvements only have application to said employees or group, shall not be given automatically hereunder.

Article 28: Duration

This Agreement shall be in full force and effect as of the first day of January, 1978 and shall remain in full force and effect through the thirty-first day of December, 1980. If either party desires to modify or terminate this Agreement, it must, no later than August 31, 1980, 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 August 31, 1980, this Agreement shall continue in effect from year to year after December 31, 1980 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 set their hands and seals the day and year first above written.

COUNTY OF MORRIS

SUPERIOR OFFICERS ASSOCIATION  
OF THE MORRIS COUNTY SHERIFF'S  
DEPARTMENT

By: \_\_\_\_\_

By: Capt Robert Barry  
PRESIDENT, S.O.A.

Attest:

Attest:

3-1-78

Virginia Shea

[Signature]

SHERIFF OF MORRIS COUNTY

APPROVED:

By: [Signature]  
Sheriff

[Signature]

WITNESS:

Sworn and subscribed to March 1, 1978

ELEANOR W. EDWARDS  
NOTARY PUBLIC FOR MORRIS COUNTY  
My Commission Expires May 27, 1980

[Signature]

KATHLEEN L. EDWARDS  
NOTARY PUBLIC FOR MORRIS COUNTY  
My Commission Expires Feb. 4, 1980

*COPY*

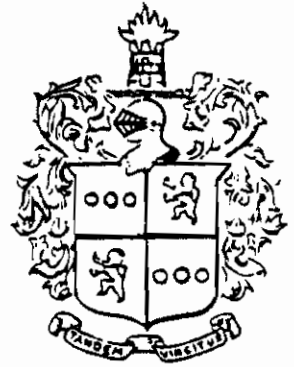
# Morris County Personnel Department

Courthouse

Morristown, New Jersey 07960

Herman M. Hoopes, Jr.

Director



February 17, 1978

TO: Captain John Barry - Superior Officers Association  
FROM: Herman Hoopes - Director of Personnel  
SUBJ: Clarification of 1978-80 Contract

In a review of the contract language with you and Captain DeZenzo, the following clarifications were requested and are hereby being recognized.

Article 14, Section 3 will be understood to include attendance for duly authorized delegate(s) to a Superior Officers Association Convention, should such State association be created and recognized under the provisions of N.J.S.A. 11:26C-4, or attendance at a State or National Convention of the New Jersey Police-men's Benevolent Association. The S.O.A. will not select delegate(s) to attend conventions of both organizations.

Article 16 will be understood to incorporate coverage equivalent to the representation of Griffith-Prideaux, Inc. on September 15, 1975, pursuant to the letter attached. (Exhibit A).

Article 22, Section 3. It is understood that the standard uniform may not always be required, but any variation will be strictly in accordance with the Sheriffs Rules and Regulations.

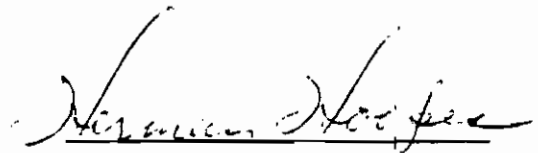
Article 27 will specifically be understood to include longevity in the category of a major benefit having uniform application.

Storm day and emergency procedures will be observed as per Exhibit B attached. It must be emphasized that the services provided by the covered employees are essential and will be required during many emergencies and bad weather conditions. Disciplinary action may be taken against an employee who fails to report for work when ordered.

Work performed on a "bad weather day off" will entitle a covered employee to hour for hour compensatory time.

With these clarifications you have agreed that the Collective Bargaining Agreement as written is acceptable and will be signed February 21, 1978.

2/21/78  
OK  
John W. Barry  
Schaff

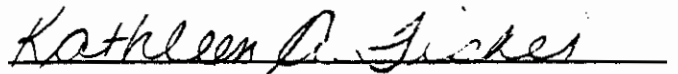


Herman Hoopes  
Director of Personnel

2/28/78  
OK  
[Signature]

3/1/78  
OK  
Capt John W. Barry  
PRESIDENT, S.O.A.

Sworn and subscribed to March 1, 1978



KATHLEEN A. FISHER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 14, 1979

HH:ds

Enc.

September 15, 1975

(EXHIBIT A)

Sheriff John M. Fox  
Courthouse  
Morristown, New Jersey 07960

RE: Liability Insurance

Dear John:

In accordance with our meeting of Wednesday, September 10, 1975, this will confirm that the County of Morris protects itself with a liability insurance policy written by the Fireman's Fund Insurance Company. This policy has been extended to include as named insureds all employees of the County. This liability policy has limits of \$500,000. Bodily Injury liability and \$100,000. Property Damage liability.

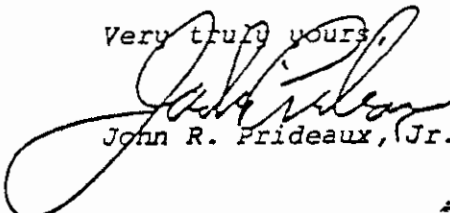
The policy has been extended, with limits of \$500,000., covering Personal Injury liability as follows:

- A. False Arrest, Detention or Imprisonment, or Malicious Prosecution
- B. Libel, Slander, Defamation or Violation of Right of Privacy
- C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy

The policy has not been endorsed to provide protection for volunteers. The County has, however, purchased a Volunteer Accident--Insurance policy which provides coverage of \$1,000. Death and Dismemberment and \$500. Medical Expense for any volunteer injured in the course of his volunteer service to the County of Morris.

I trust the above explanation will be satisfactory.

Very truly yours,

  
John R. Prideaux, Jr.

JRP/cjs  
cc: Mr. F. V. Decker



(EXHIBIT B)

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.

In the event of extreme weather conditions due to storm-necessitating the closing of County offices (in the Court House and the Hall of Records) announcement of closing such offices shall be made over radio stations WRAN, WDHA, and WMTR from 6:30 a.m. to 8:00 a.m. on the day of the storm. This is to be approved as a "bad weather day off" without penalty. Likewise, early dismissal due to inclement weather shall be without penalty.

THE OFFICE OF THE MORRIS COUNTY TREASURER  
COURTHOUSE

Morristown, New Jersey 07960

Robert T. Natoli  
Treasurer

William Rathbun  
Asst. Treasurer



February 8, 1978

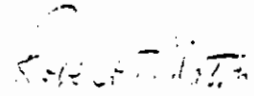
MEMO TO: ALL DEPARTMENT HEADS

FROM: ROBERT T. NATOLI  
COUNTY TREASURER

SUBJECT: SNOW DAYS, FEBURARY 6 & 7, 1978

For the purpose of Payroll Time Reports, Monday should be posted as one-half of a Personal Day and Tuesday should be posted as a Personal Day. For those employees that did work in the County on those days, post the required Personal Days and also post CTO Earned for their regular work hours.

Very truly yours,

  
Robert T. Natoli  
County Treasurer

RTN:rjz

Rec. 3-1-78  
Capt Barry