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A G R E E M E N T

Between

SHERIFF OF THE COUNTY OF MORRIS

and

MORRIS COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 151

---

January 1, 1991 through December 31, 1995

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COURTER, ROBERT, LAUFER & COHEN  
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PREAMBLE

THIS AGREEMENT made and entered into this *28th* day of July, 1995, by and between the SHERIFF OF THE COUNTY OF MORRIS, hereinafter referred to as the "Sheriff", THE COUNTY OF MORRIS, a County Government of the State of New Jersey, hereinafter referred to as the "County", and the MORRIS COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 151, hereinafter referred to as the "Association", is the final and complete understanding between the Employer and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Employer and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE I - RECOGNITION AND SCOPE

Section 1: The Sheriff 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 described below:

All Sheriff's Officers and Sheriff's Officer Detectives, employed in the Morris county Sheriff's Office.

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

## ARTICLE II - SHERIFF'S 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 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 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 order and efficient administration of the Sheriff's Office subject to N.J.S.A. 34:13A-5.3.

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

ARTICLE III - SECURITY -- DUES DEDUCTIONS

Section 1: Upon request the Sheriff 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 Sheriff written notice prior to the effective date of such change and shall furnish to the Sheriff 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 signatures of its members on the forms and deliver the signed forms to the Director of Personnel. The Association shall indemnify, defend and hold the Sheriff and the County of Morris 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 Sheriff 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 Personnel Department and furnished with a copy thereof by the PBA representative at the time the employee authorizes dues deduction.



ARTICLE IV - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by PBA Local 151 because of membership or activity in PBA Local 151. PBA Local 151 shall not intimidate or coerce employees into membership. Neither the employer nor PBA Local 151 shall discriminate against any employee because of race, creed, color, sex or national origin.

8/24/89

COPY

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement by and between the Morris County Sheriff's Office and the Morris County Policemen's Benevolent Association, Local 151 is made on August , 1989, and shall be effective as specified herein.

The terms of this Memorandum of Agreement shall be fully integrated with the most recently expired Contract covering 1986 through 1988 for the Sheriff's Office and PBA Local 151. Upon execution of the fully intergrated collective bargaining agreement, which shall be effective from January 1, 1989 through December 31, 1990, the benefits agreed to herein shall be implemented, as appropriate for eligible employees actively employed by the Morris County Sheriff's office. Except as modified herein all other terms and conditions contained in the preceding contract shall remain in force and effect.

The following modifications to the terms and conditions of the expired contract are herewith agreed to:

1. The duration of the contract shall be from January 1, 1989, through December 31, 1990 except as otherwise specified.
  
2. Dental Insurance - An individual employee coverage dental insurance plan shall be implemented upon execution of the complete collective bargaining agreement or as soon thereafter as practical. The Sheriff will pay for the premium cost for employee coverage only to a maximum of \$9.83 per month (\$118.00 maximum annually or prorated for less than a full year coverage) per employee.

It is understood and agreed that any increase in the dental premium charged by the authorized carrier during the term of this agreement shall be equally shared by the employee and the Sheriff.

The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided the employee. The total cost of the premium charged for dependent coverage shall be paid by the employee.

3. Health Benefits - 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 the 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.

4. Unused Sick Leave - Article X, Section 5 shall be modified to read as follows:

"Effective upon execution of this agreement, upon retirement from service with the Morris County Sheriff's Office after twenty-five (25) years of service, an employee shall be paid the equivalent of thirty-five (35%) percent of accumulated sick leave up to a maximum of \$10,000."

5. Longevity - Effective upon execution of the contract, each employee covered by this agreement shall be paid, in addition to the rates of pay set forth in Schedule A of the fully integrated contract, a longevity increment calculated from date of hire and based upon unbroken continuous years of service with the Office of the Sheriff in accordance with the following Schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
FROM 3RD. YEAR ANN. TO 8TH YEAR ANN.	1%
FROM 8TH. YEAR ANN. TO 12TH YEAP. ANN.	3%
FROM 12TH. YEAR ANN. TO 15TH' YEAR ANN.	5%
FROM 15TH. YEAR ANN. TO 16TH YEAR ANN.	7%
AFTER 16TH. YEAR ANNIVERSARY	<del>9%</del>

6. Detective Differential - Effective January 1, 1989, all persons in the rank of detective shall receive a detective differential of \$1,250.00 per year which shall be in addition to the base salary set forth on Schedule A of the contract.

Effective January 1, 1990, the detective differential for all eligible employees shall be increased to \$1,500.00 per year. This differential shall be payable to eligible employees who are actively employed.

7. Wages -

(a) Effective January 1, 1989 employees

actively employed at the time of execution of this Agreement shall have their salaries increased by adding a seven percent (7%) increase over the employee's 1988 salary level, as set forth in Schedule "A" attached hereto.

*see page 1  
Fully executed  
Collective Bargaining  
Agreement*

All employees hired after the execution of this agreement shall receive a starting salary equivalent to 72% (seventy-two percent) of maximum base salary for a sheriff's officer, as set forth on Schedule "A".

*Fully executed  
Collective  
Bargaining  
Agreement*

- (b) Effective January 1, 1990, employees actively employed shall have their base salaries increased by adding a seven percent (7%) increase over the 1989 salary, as set forth in Schedule "A".
- (c) Effective the second pay period of January 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, attains the existing standard of "S+". For the purpose of this Agreement the performance evaluations for 1990 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 and shall be computed based upon the employee's rate of pay for 1990. 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 attaining the existing standard of "S+", and upon review and approval of the Sheriff.

(d) Effective the second pay period of January 1991, also, as a management prerogative and right without limitation, the Sheriff may deduct from the employee's base salary up to two percent (2%) of the employee's base salary, of those employees whose performance as rated in two (2) consecutive ratings in a twelve (12) month period reflects the existing standard of "S-", and upon review and approval of the Sheriff. For the purposes of this provision, also, performance evaluations for 1990 may be used to establish the two consecutive ratings. This deduction shall also be calculated based upon the employee's rate of pay for 1990 and shall not affect the employee's regular hourly rate of compensation.

(e) All currently employed employees covered by this Agreement shall not be subject to reduction in base salary by virtue of and upon the adoption of a salary guide to be effective from the date of execution of this agreement. This provision shall in no way affect the performance evaluation procedure set forth herein which adoption may result in a salary reduction or increase.

(f) The evaluations referred to herein shall be based upon the results of the performance evaluation system now being developed by employees of all ranks and job



titles in the Bureau of Law Enforcement subject to acceptance by the Sheriff.

This evaluation system is to be completed during calendar year ~~1990~~ <sup>1989</sup> and the training of the employees who shall perform the evaluations referred to herein shall also be completed in ~~1990~~ <sup>1989</sup>.

8. College Credits -

- (a) In addition to the employee's base salary herein stated, all eligible full time employees shall receive payment per year, per credit the sum of twenty-five dollars (\$25.00), for all credits earned as of January 1, of each year, acceptable toward an associate of Police Science or Law Enforcement degree from an accredited institution or college approved by the Middle States Association of Colleges and Secondary Schools.

The employee may also be eligible for such payment per credit acceptable toward a bachelor's degree of Criminal Justice, Public Administration, Business

Administration, or Political Science or any other discipline or study if, in the Sheriff's sole determination, said credits are applicable to the employee's assigned responsibilities in excess of fifty percent (50%) of the time said employee is performing his assigned duties and responsibilities. Payments will be made for a total number of credits earned each year and previous years combined.

- (b) Payment for any credits earned for a master's degree shall be as determined by the Sheriff in accordance with the guidelines established for a bachelor's degree in paragraph (a) herein.
- (c) The Sheriff shall also have absolute discretion to hire new employees and provide, or not provide, payment for college credits earned while such persons were employed elsewhere, subject to the Sheriff's determination that such credits are deemed appropriate for the employee's respective job. The employee's degree must be job related to be eligible for payment referred to herein, or determined solely by the Sheriff
- (d) College credit payments referred to herein shall be paid in a single lump sum in the first pay period in December, and such payment shall not be included in the employee's base salary.

Payment shall only be made upon receipt of an official transcript from the issuing college or institution and upon receiving a passing grade for approved courses as set forth in paragraph (a) herein.

- (e) If an employee has not received a degree, he shall receive payments only for those credits which he has earned in the preceding year and all prior years, provided, however, if no credits have been received during the preceding year, all payments shall be suspended until such time as he has continued his education and has again qualified.
  
- (f) Employees pursuing either an associate's, bachelor's or master's degree in an approved course of study as set forth in paragraph (a) shall also be eligible to receive reimbursement for tuition and books incurred for such courses. Such reimbursement shall only be available for a course of study at a public college or institution, such as a County

Community College or State University.

Payments for books or tuition shall not be available for courses taken at any private college or institution, regardless of the course of study being pursued.

In order to be eligible for reimbursement the employee must have received a minimum grade of "C" or better in the approved course (s).

Reimbursement shall be in a lump sum and shall not be included in the employee's base salary.

9. Hours of Work - Sections 2, 3 and 4 of Article XXIII Hours of Work, shall be modified as follows:

"Section 2: Overtime -- Effective January 1, 1990, all work which exceeds forty (40) hours in a week is to be considered overtime and paid at the overtime rate (time and one half). Sick leave shall not be considered as hours worked for the purpose of calculating the employee's work week nor for computing overtime. All scheduling shall be for five (5) consecutive eight (8) hour like shifts, followed by at least forty-eight (48) hours time off, unless as

otherwise required in the public interest or in the interest of the agency's goals as determined by the Sheriff or as agreed to by the employee and the Sheriff.

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. Time spent on standby duty shall not be considered hours worked for overtime computation when employee's are called out for active duty.

OK

Section 4: Emergency Duty -- Employees called out on emergency duty shall receive a minimum of four (4) hours pay for such duty at the appropriate rate. All hours worked on emergency "call-out" shall not be included as time worked for purposes of calculating the employee's work week nor for overtime computation in accordance with the provisions of the Fair Labor Standards Act."

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

Morris County Office of  
the Sheriff

Morris County Policemen's  
Benevolent Association Local 151

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
President

Witness:  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Witness:  
\_\_\_\_\_

"SCHEDULE A"

SALARY GUIDE

Movement - 1st year across one, anniversary date down one

<u>Years of Service</u>	<u>1989</u>	<u>1990</u>
Start - 65%	\$23,324.00	Not Applicable*
1 - 72%	\$25,836.00	\$27,644.00
2 - 79%	\$28,347.00	\$30,332.00
3 - 86%	\$30,859.00	\$33,020.00
4 - 93%	\$33,371.00	\$35,707.00
5 -100%	\$35,883.00	\$38,395.00

\*For purposes of starting salary in 1990 newly hired employees shall commence at 72% (seventy-two percent) of maximum pay. All other employees presently employed shall advance on the salary guide in accordance with their respective anniversary dates to the next step unless already at maximum pay.

For example an employee with one year of completed service as of August 1, 1989 shall be paid \$25,836 as of that date and shall be paid \$27,644 commencing January 1, 1990, until August 1, 1990 when the employee's anniversary occurs and the employee shall then be paid \$30,332.00. This is exclusive of any merit incentive payment or deduction.

1033A

ARTICLE V - 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 Sheriff of Morris County, or his designees, and the President of PBA Local 151, or his designees, shall be the respective negotiating agents for the parties.

Section 2: Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3: Employees of the employer who may be designated by PBA Local 151 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 negotiation meetings, but the number of such representatives shall be equal and agreed upon in advance of such meetings.



ARTICLE VI - GRIEVANCE PROCEDURE

Section 1: To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

Section 2: For purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the public employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

Section 3: The procedure for settlement of grievance shall be as follows:

(A) STEP ONE

In the event that any employee covered by this Agreement has a grievance within ten (10) calendar days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Shift Commander or the officer in charge in the event of the Shift Commander's absence.

(B) STEP TWO

If the Association wishes to appeal the decision

of the Shift Commander (or officer in charge if the Shift Commander is absent), it shall be presented in writing to the Sheriff or his designee within ten (10) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Sheriff or his designee may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) calendar days of receipt of the written grievance.

(c) STEP THREE

- (1) If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
  
- (2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the

grievance.

- (3) Employees covered by this Agreement shall have the right to process their own grievance without representation.
- (4) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

ARTICLE VII - 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 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 on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (including the concerted failure of four (4) or more employees to report for duty), 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 VIII - VACATIONS

Section 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 (1) calendar year shall not be permitted. Extended annual vacation may be granted in accordance

with the schedule above, at the convenience of the Sheriff. The Sheriff 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 vacation 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 for 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. 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 (1) 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 fifteen (15) days per year, a day will be calculated

at the rate of 1.25 days per month. If he is entitled to twelve (12) days it will be calculated on the basis of one (1) 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 IX - HOLIDAYS

Section 1: (a) All employees shall be granted the following paid holidays:

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

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

(b) Those employees who work on Easter Sunday shall receive either compensatory time off or payment for said day in accordance with Section 3 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: (a) When an employee is required to work on a holiday, he shall be granted compensatory time off equivalent to two (2) additional days, or shall be paid equivalent sums of money for said days at the discretion of the employer.

(b) Whenever a holiday falls on an employee's scheduled day off, the employee shall be paid one (1) day's pay for the holiday in the pay period in which the holiday fell.

ARTICLE X - 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 who is 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 (1) 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 cumulative. 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 Sheriff except and only as provided in Section 5 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 permanent employees.

Section 3: 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 Communications Center should be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice as is 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 an 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 New Jersey Department of Personnel (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 Sheriff may 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 (12) 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 from service with the Morris County Sheriff's Office after twenty-five (25) years of service, an employee shall be paid the equivalent of thirty-five (35%) percent of accumulated sick leave up to a maximum of \$10,000.

Section 6: In case of death of any Sheriff's Officer with fifteen (15) years continuous service during the course of employment with the Morris County Sheriff's Office his/her spouse or designated heirs will receive, in addition to present allowances, compensation for accrued sick time the same as if that individual had retired from the office. This

modification only applies to the death of an Association member while he/she is an employee of the Sheriff and does not apply to termination of employment for any reason other than retirement.

#### ARTICLE XI - MAINTENANCE OF CERTAIN PRACTICES

Section 1: Choice of holiday allowances - When an employee wishes to use one or more of his holiday allowances, he may do so by submitting the dates when such allowances are requested to his supervisor at least three (3) days prior to the date requested. Holiday allowances 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.

Section 2: Switching days off for personal reasons - Employees may exchange days off for personal reasons but only upon the approval of their supervisor.

Section 3: Where an officer is designated acting sergeant for any eight (8) hour period he/she should be paid regular pay plus an additional four (4) hours at straight time pay. However, the combination of straight pay plus the four (4) hours at straight time rate shall not exceed the sergeant's rate of pay. If the acting sergeant is held over in the responsibility of a sergeant then there shall be no additional compensation for the first four (4) hours of hold-over. If the acting sergeant is held over as an acting sergeant for more than

four (4) hours then he/she shall be paid overtime at the sergeant's regular rate. If an officer commences a shift at a certain rank then he/she shall maintain that rank for the entire eight (8) hour shift. If the officer works the second shift as an officer then he/she shall be compensated for all second shift work at the officer's rate of overtime compensation.

ARTICLE XII - HOSPITAL AND MEDIAL-SURGICAL INSURANCE

Section 1: Effective June 1, 1995 or as soon as practicable thereafter, all eligible incumbent employees have the option of choosing from the following:

Medallion Plan

Base hospital wrap around, major medical

HMO

(a) The hospital, surgical, major medical plan and prescription plan and HMO option will be made available to new hires within three months of the date of employment. (The Medallion Plan will not be available to employees hired on or after January 1, 1995).

(b) Effective June 1, 1995, eligible employees choosing the Medallion Plan will contribute \$400.00 annually, paid in equal bi-weekly payroll deductions. This contribution shall be paid on a prorated basis in 1995 commencing with contract execution. Thereafter, the full amount of \$400.00 shall be paid annually in each bi-weekly pay in equal deductions.

(c) Effective June 1, 1995, co-pay prescription drug plan for employees and eligible dependents shall be:

\$3.00 for generic drugs

\$6.00 for brand name drugs

(d) Effective June 1, 1995, or as soon thereafter as

practicable, the employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts (pre-tax contributions).

Section 2: The County shall continue to provide Blue Cross/Blue Shield benefits for any employee retiring after completing at least twenty-five (25) years of service with the Morris County Sheriff's Office or who has retired on a disability pension.

Section 3: Disability Leave: The County of Morris shall provide a self-insured Disability Plan to pay employees who are sick or injured off the job the sum of one hundred fifty dollars (\$150.00) per week after sick leave has been exhausted, for a period not to exceed twenty-six (26) weeks. Each employee shall contribute a percentage, to be deducted from wages, up to a maximum of thirty-seven dollars and fifty cents (\$37.50) per year.



ARTICLE XIII - DENTAL INSURANCE

Section 1: An individual employee coverage dental insurance plan shall be continued during the term of this Agreement. The Sheriff will pay for the premium cost for employee coverage only to a maximum of \$9.83 per month (\$118.00 maximum annually or prorated for less than a full year coverage) per employee.

Section 2: It is understood and agreed that any increase in the dental premium charged by the authorized carrier during the term of this agreement shall be equally shared by the employee and the Sheriff.

Section 3: The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided the employee. The total cost of the premium charged for dependent coverage shall be paid by the employee.

ARTICLE XIV - 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 twelve (12) months membership (during which the remaining one and one-half (1-1/2) times contributory insurance is mandatory, at the employee's expense at the present cost of .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 continues and becomes a paid up policy equal to presently 3/16th of the base pay at the time of retirement.

Section 5: Those officers under the age of thirty-five (35) are eligible for life insurance and retirement benefits pursuant to the Police and Firemen's Retirement Plan of New Jersey.

ARTICLE XV - 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 XVI - 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 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 N.J. 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:

- (a) Court attendance (non-work related).
- (b) Marriage of employee.
- (c) Personal business which cannot be attended to outside of work hours.
- (d) Established Religious Holidays.

Administrative leave shall be prorated during the calendar year on the basis of one (1) day per each four (4)

months of employment.

Section 4: Convention leave - The Sheriff agrees to provide time off without loss of pay to the members of the PBA Local 151 selected by the membership of the PBA Local No. 151 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. 11A:6-10. (formerly N.J.S.A. 11:26C-4).

Section 5: Other Leaves - Time off, other than sick leave, vacation, holidays or military leave, may be honored when warranted by the Sheriff. For a leave without pay, the employee shall submit a written request to the supervisor at least thirty (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 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 Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization, and other matters required during the leave period.

ARTICLE XVIII - 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. Coverage will be equivalent to the representation of Griffith-Prideaux, Inc. on September 15, 1975. Prior to any substantial change in coverage, the County will give reasonable notice to the Association.

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ARTICLE XIX - BULLETIN BOARDS

The Sheriff 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 malicious, inflammatory or anonymous material.

ARTICLE XX - PROMOTIONS

All promotions shall be in accordance with regulations, and in accordance with New Jersey Department of Personnel (Civil Service) requirements concerning qualifications.

ARTICLE XXI - SENIORITY

Seniority shall be addressed in the rules and regulations of the Morris County Sheriff's Office.

ARTICLE XXII - COLLEGE CREDITS

Section 1: In addition to the employee's base salary herein stated, all eligible full time employees shall receive payment per year, per credit, the sum of twenty-five dollars (\$25.00), for all credits earned as of January 1, of each year, acceptable toward an Associate of Police Science or Law Enforcement degree from an accredited institution or college approved by the Middle States Association of Colleges and Secondary Schools.

The employee may also be eligible for such payment per credit acceptable toward a Bachelor's Degree of Criminal Justice, Public Administration, Business Administration, or Political Science or any other discipline or study if, in the Sheriff's sole determination, said credits are applicable to the employee's assigned responsibilities in excess of fifty percent (50%) of the time said employee is performing his assigned duties and responsibilities. Payments will be made for a total number of credits earned each year and previous years combined.

Section 2: Payment for any credits earned for a master's degree shall be as determined by the Sheriff in accordance with the guidelines established for a Bachelor's degree in Section 1 herein.

Section 3: The Sheriff shall also have absolute discretion to hire new employees and provide, or not provide, payment for college credits earned while such persons were

employed elsewhere, subject to the Sheriff's determination that such credits are deemed appropriate for the employee's respective job. The employee's degree must be job related to be eligible for payment referred to herein, as determined solely by the Sheriff.

Section 4: College credit payments referred to herein shall be paid in a single lump sum in the first pay period in December, and such payment shall not be included in the employee's base salary.

Payment shall only be made upon receipt of an official transcript from the issuing college or institution and upon receiving a passing grade for approved courses as set forth in Section 1 herein.

Section 5: If an employee has not received a degree, he shall receive payments only for those credits which he has earned in the preceding year and all prior years, provided, however, if no credits have been received during the preceding year, all payment shall be suspended until such time as he has continued his education and has again qualified.

Section 6: Employee's pursuing either an Associate's, Bachelor's or Master's degree in an approved course of study as set forth in Section 1 shall also be eligible to receive reimbursement for tuition and books incurred for such courses. Such reimbursement shall only be available for a course of study at a public college or institution, such as a county

community college or state university. Payments for books or tuition shall not be available for courses taken at any private college or institution, regardless of the course of study being pursued.

In order to be eligible for reimbursement the employee must have received a minimum grade of "C" or better in the approved course(s).

Reimbursement shall be in a lump sum and shall not be included in the employee's base salary.

ARTICLE XXIII - UNIFORM ALLOWANCE

Section 1: An annual uniform maintenance allowance shall be paid in the first quarter of each calendar year to employees covered by this Agreement. The amount for each of the years 1991 and 1992 shall be \$575.00

Section 2: Effective January 1, 1993, all members of the bargaining unit shall have their uniform maintenance allowance increased by \$20.00 per year to a total of \$595.00.

Section 3: The Sheriff agrees to supply each new employee with sufficient uniforms, without cost to such employee. Equipment issued shall be the property of the Sheriff of Morris County and must be returned to the Sheriff as provided under Section 4, below.

Section 4: Upon termination of employment, an employee shall turn back his uniform issue. Failure to do so shall result in deduction of the depreciated value of said unreturned equipment (as determined by management), from the employee's final pay check.

ARTICLE XXIV - HOURS OF WORK

Section 1:     Work Week - The work week for all personnel shall consist of five (5) consecutive working days, except that

- (a) Personnel will not be required to work more than one (1) specific shift within one (1) work week, unless it is an emergent situation and then it will be only for the duration of the emergency. The emergency is to be determined in the sole judgment of the Sheriff of Morris County or his designee.
  
- (b) There are to be two (2) continuous days off. There shall be no split days off.
  
- (c) As otherwise provided in Section 3 of this Article.

Section 2:     Overtime - Only work which exceeds forty (40) hours in a week is to be considered overtime and paid at the overtime rate (time and one half). Approved leave, contractual leave and statutory leave will be considered as hours worked however, sick leave shall not be considered as hours worked for the purpose of calculating the employee's work week nor for computing overtime. All scheduling shall be for five (5) consecutive eight (8) hour like shifts, followed by at least forty-eight (48) hours time off, unless as otherwise required in



the public interest or in the interest of the agency's goals as determined by the Sheriff or as agreed to by the employee and the Sheriff.

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. Time spent on standby duty shall not be considered hours worked for overtime computation when employee's 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 at the appropriate rate. All hours worked on emergency "call-out" shall not be included as time worked for purpose of calculating the employee's work week nor for overtime computation in accordance with the provisions of the Fair Labor Standards Act.

ARTICLE XXV - WAGES

Section 1: Effective January 1, 1995, all bargaining unit members actively employed at the time of execution of this agreement shall receive an annual equity adjustment of \$550.00. Payment shall be made on a bi-weekly basis to all employees as a regular and recurring payment not subject to any other condition. This adjustment shall not be part of the employee's base salary and shall not be included in the calculation for overtime purposes.

Section 2: Notwithstanding the salaries set forth on Schedules A-1 and A-2, 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.

Section 3: Effective January 1, 1991 employees actively employed at the time of execution of this Agreement shall have their base salaries increased as set forth in Schedule "A-1", appended hereto. A side-bar agreement as to wages shall be executed between the parties concerning the two (2) new Sheriff's Officers most recently hired after January 1, 1995 but prior to the execution of this agreement and including those employees who have left the bargaining unit prior to the execution of this agreement. All employees hired on or after January 1, 1995 shall be paid in accordance with Schedule A-2, appended hereto.

Section 4: Effective the second pay period of January 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, attains the existing standard of "S+". For the purpose of this Agreement the performance evaluations for 1990 shall 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 and shall be computed based upon the employee's rate of pay for 1990. 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 attaining the existing standard of "S+", and upon review and approval of the Sheriff.

Section 5: Effective the second pay period of January 1991, also, as a management prerogative and right without limitation, the Sheriff may deduct from an employee's base salary up to two percent (2)% of the employee's base salary, of those employees whose performance as rated in two (2) consecutive ratings in a twelve (12) month period reflects the existing standard of "S-", and upon review and approval of the Sheriff. For the purposes of this provision, also, performance evaluations for 1990 shall be used to establish the two consecutive ratings. This deduction shall also be calculated based upon the employee's rate of pay for 1990 and shall not affect the employee's regular hourly rate of compensation.

Section 6: All currently employed employees covered by this Agreement shall not be subject to reduction in base salary by virtue of and upon the adoption of a salary guide to be effective from the date of execution of this agreement. This provision shall in no way affect the performance evaluation procedure set forth herein which adoption may result in a salary reduction or increase.

Section 7: The evaluations referred to herein shall be based upon the results of the performance evaluation system now being developed by employees of all ranks and job titles in the Bureau of Law Enforcement subject to acceptance by the Sheriff.

Section 8: This evaluation system is to be completed during calendar year 1989 and the training of the employees who shall perform the evaluations referred to herein shall also be completed in 1989.

Section 9: Upon agreement as to the Evaluation System to be used, the wording of Article XV may be modified if necessary, and as agreed upon by the Sheriff and the Association. Any language modification shall only be for the purpose of clarification of terminology within the system.

ARTICLE XXVI - LONGEVITY

The provisions of this Article XXVI set forth below, apply only to employees employed prior to January 1, 1995. All employees hired after January 1, 1995, shall not receive any longevity benefit whatsoever.

Section 1: Each eligible employee who was employed prior to January 1, 1995, covered by this agreement shall be paid, bi-weekly in addition to the rates of pay set forth in Schedule "A" of the fully integrated contract, a longevity increment calculated from date of hire and based upon unbroken continuous years of service with the County of Morris in accordance with the following Schedule:

YEARS OF SERVICE

From 3rd year anniversary to 8th year anniversary	1%
From 8th year anniversary to 12th year anniversary	3%
From 12th year anniversary to 15th year anniversary	5%
From 15th year anniversary to 16th year anniversary	7%
After 16th year anniversary	9%

Section 2: For eligible employees 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 New Jersey Department of Personnel (Civil Service) requirements. Any time period shall commence to run from the date of making such request.

Section 3: Eligible employees employed prior to January 1, 1995, 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 XXVII - 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 XXVIII - PRESERVATION OF RIGHTS

The Sheriff of the County of Morris agrees that all benefits, terms and conditions of employment relating to the status of the Morris County Sheriff's Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.



ARTICLE XXIX - 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 group of County employees during the term of this Agreement, the Sheriff of Morris County agrees to reopen this contract to negotiations so that those benefits may be bargained for by PBA Local 151. Improved insurance benefits shall include, but not be limited to, dental plans, optical plans, prescription drug plans and the like, but shall not include the prescription drug purchase program presently being provided to employees of Morris View which cannot, by law, be extended to County employees who are employed other than at Morris View.

ARTICLE XXX - DURATION

This Agreement shall be in full force and effect as of the first day of January, 1991, and shall remain in full force and effect through the thirty-first day of December, 1995, except as otherwise specified.

The Agreement shall continue thereafter unless and until the parties execute a successor agreement. Negotiations for a successor agreement shall be conducted in accordance with law.

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

Morris County Office of  
the Sheriff

Morris County Policemen's  
Benevolent Association Local 151

  
\_\_\_\_\_  
Sheriff Edward V. Rochford

  
\_\_\_\_\_  
Joseph Lodato, Vice-President

Witness:

  
\_\_\_\_\_

Witness:

  
\_\_\_\_\_

SCHEDULE "A-1"

SALARY GUIDE FOR EMPLOYEES HIRED BEFORE JANUARY 1, 1995

YEARS OF SERVICE	Effective 1/1/91	Effective 1/1/92	Effective 1/1/93	Effective 1/1/94	Effective 1/1/95
1	\$29,303	\$30,560	\$31,630	\$33,053	\$34,689
2	32,152	33,531	34,705	36,267	38,061
3	35,001	36,502	37,780	39,480	41,434
4	37,850	39,473	40,855	42,694	44,806
5	40,699	42,444	43,930	45,907	48,179

Detective Differential

Effective January 1, 1995, the detective differential for all eligible employees shall be \$1,500.00 per year which shall be in addition to the base salary set forth above. The detective differential shall be included in and paid with the detective's regular pay.

SCHEDULE "A-2"

SALARY GUIDE FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1995

Salary Schedule

<u>Years of Service</u>	<u>Salary</u>
Entry	\$21,000.00
After 6 months	\$22,500.00
After 1 year	\$25,000.00
After 2 years	\$31,316.00
After 3 years	\$34,689.00
After 4 years	\$38,061.00
After 5 years	\$41,434.00
After 6 years	\$44,806.00
After 7 years	\$48,179.00

Detective Differential

Effective January 1, 1995, the detective differential for all eligible employees shall be \$1,500.00 per year which shall be in addition to the base salary set forth above. The detective differential shall be included in and paid with the detective's regular pay.