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A G R E E M E N T

BETWEEN

THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF MORRIS

A COUNTY GOVERNMENT OF THE COUNTY OF MORRIS
STATE OF NEW JERSEY

AND

MORRIS COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 151

THIS BOOK DOES
NOT CIRCULATE

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This general agreement made and entered into on
this 9TH day of OCTOBER, 1971, by and between:

The BOARD OF CHOSEN FREEHOLDERS of the County of
Morris, a County Government of the State of New Jersey, hereinafter
referred to as the "Public Employer" and

MORRIS COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION,
Local 151, hereinafter referred to as PBA 151".

WHEREAS, the parties hereto have carried on
collective negotiations for the purpose of developing and con-
cluding a general agreement covering wages, hours of work and
other conditions of employment, and

WHEREAS, PBA 151 has received recognition from the
Public Employer as the exclusive negotiating representative of the
employees in the negotiating unit set forth below, and

WHEREAS, the parties have concluded an agreement
concerning wages, hours of work and other conditions of employment
pursuant to the laws of the State of New Jersey duly enacted,

NOW, THEREFORE, in consideration of these promises
and mutual agreements herein contained, the parties hereto agree
with each other with respect to the public employees of the unit
recognized as being represented by PBA 151 as follows:

ARTICLE I- RECOGNITION AND SCOPE

Section 1.

The Public Employer hereby recognizes PBA 151 as the
sole and exclusive representative of all the employees in the
negotiating unit as defined in Article I, Section 2, herein for
the purposes of collective negotiating and all activities and
processes relative hereto.

Section 2.

The negotiating unit shall consist of all permanent
and full time officers consisting of all correction officers,
sheriff's officers and identification officers of any rank now
employed or hereafter employed, except the Sheriff or Undersheriff
of Morris County and the Warden of the Morris County Jail.

Section 3.

This agreement shall govern all wages, hours and other conditions of employment herein set forth and shall supersede any and all previous agreements, schedules or salary guides.

Section 4.

This agreement shall be binding upon the parties hereto, and their successors and assigns, and PBA 151 hereby affirms that it is the duly authorized representative of the employees in the negotiating unit.

ARTICLE II-COLLECTIVE NEGOTIATION 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 negotiating agent of each of the parties. Unless otherwise designated, the Board of Chosen Freeholders of Morris County or its designees, and the President of PBA 151, 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 Public Employer who may be designated by PBA 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.

Section 4.

Ordinarily, not more than three (3) additional representatives of each party shall participate in collective negotiation meetings, but the number of such representatives shall be equal and agreed upon in advance of such meetings.

ARTICLE III-CONDUCTING PBA 151 BUSINESS ON PUBLIC EMPLOYER'S TIME

Section 1.

The Public Employer shall permit members of the PBA 151 Grievance Committee (not to exceed two (2) persons) to conduct the business of the committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay.

Section 2.

The Public Employer shall permit members of the PBA 151 negotiating committee to attend collective negotiation meetings during the duty hours of the members without loss of pay each for a period of five meetings.

Section 3.

The Public Employer agrees to grant the necessary time off without loss of pay to the members of the PBA 151 selected as delegates to attend any State or National convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

ARTICLE IV-DISCRIMINATION AND COERCION

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

ARTICLE V- MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS

The Public Employer agrees that all pre-existing conditions of employment beneficial to the employees covered herein shall be maintained at not less than the highest standards in effect at the time of the collective negotiations leading to the execution of this agreement.

ARTICLE VI-PBA 151 SECURITY

Insofar as permitted by law, the Public Employer agrees to deduct from the pay of all employees of the negotiating unit initiation fees, dues and assessments as required by PBA 151 By-Laws and other rules and regulations duly enacted. All such deductions shall be paid over to the properly designated PBA 151 official monthly on a regularly recurring basis. Authorization to make such deductions by each employee of the unit shall be provided by PBA 151 upon request of the Public Employer.

ARTICLE VII-MANAGEMENT OF COUNTY AFFAIRS

PBA 151 recognizes that areas of responsibility must be reserved to the Public Employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the County, to direct the working forces and operations of the County, and to promulgate reasonable rules and regulations relative thereto, subject to the limitations of this agreement, is vested in and retained by the Public Employer, exclusively.

ARTICLE VIII-HOURS OF WORK

Section 1.

All employees who work as office personnel in the administration of office routines shall work six and one-half (6 1/2) hours per day. Such work day shall commence at 9:00 a.m. and conclude at 4:30 p.m. with one (1) hour off for lunch period.

Section 2.

All employees who work shift-type work shall work eight (8) consecutive hours during their normal shift period with a one (1) hour lunch period provided during such eight-hour work day.

Section 3.

The work week shall consist of five (5) consecutive working days, commencing on Monday and ending on Friday, except in the case of employees working shift-type work, as set forth

in Section 2 above, where such departments work regularly on Saturday and Sunday, and in such latter case, the work week for shift workers shall consist of any five consecutive work days as is and has been the practice heretofore.

Section 4.

The Public Employer may require employees covered herein to work beyond the hours of their regular work day as set forth above. In such cases employees who work overtime shall be granted equal compensatory time off or where, in cases of storm days and emergencies employees are called in on normal days off or required to work beyond their normal hours, overtime, equal to hourly rate of pay, may be paid when ratified by the Public Employer, or in the alternative, compensatory time off will be granted.

ARTICLE IX-VACATION

Section 1.

All employees who have not concluded one (1) year's employment shall receive one day's vacation with pay for each month of employment during the first full year of employment.

Section 2.

All employees covered by this agreement who have been employed for more than one (1) year but less than ten (10) years shall receive twelve (12) working days of vacation with pay annually. Such employees' entitlement shall be effective for the year during which his first year is completed.

Section 3.

All employees covered by this agreement who have completed ten (10) or more years of service but less than twenty (20) years shall receive fifteen (15) working days vacation with pay annually. Such employees' entitlement shall be effective for the year during which the tenth year of employment is completed.

Section 4.

All employees covered by this agreement who have completed twenty (20) years or more of service shall receive 20 working days vacation with pay annually. Such employees' entitlement shall be effective for the year during which the twentieth year of employment is completed.

Section 5.

Vacation time shall be non-cumulative unless vacation is prevented during the year of entitlement by the Public Employer. In such case, such vacation may be carried over and added to the following year's vacation.

Section 6.

Selection of vacation periods shall be made according to seniority in occupation. Employees shall notify their department heads at least six (6) weeks prior in the event of extended vacation periods beyond their chosen period of vacation.

Section 7.

Vacations shall not be broken up into more than one period unless mutually agreed to by the parties.

ARTICLE X-DEATH IN FAMILY

The Public Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay not to exceed three calendar days beginning with the date of death of spouses, children, brothers, sisters, mothers, fathers, mothers-in-law or fathers-in-law.

ARTICLE XI-HOLIDAYS

Section 1.

The following shall be recognized as paid holidays under this agreement:

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New Years Day	July 4th (Independence Day)
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Election Day
Easter Sunday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

and any other days by proclamation.

Section 2.

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

Section 3.

When an employee is required to work on a holiday, he shall be granted compensatory time off equivalent to two additional days, but shall be paid no sums of money.

ARTICLE XII-HOSPITAL AND MEDICAL AND LIFE INSURANCE :

Section 1.

Hospital and Medical-Surgical Insurance

1. Hospital and medical-surgical insurance, including major medical will be provided by the County of Morris for all full-time employees at the expense of the County, within three months of the date of employment. Dependent coverage for major medical is available for the employees at an additional charge at the option of the employee. This rate is subject to change with annual experience ratings. Coverage provided is given in detail in all insurance certificate and booklets provided by the County of Morris and are available to the employees upon request.

2. The County is presently considering various plans for increased coverage under the existing Blue-Cross, Blue Shield Major Medical System, or others. The County is in no position to

commit at this time to the additional coverage since it is not aware of the factors concerning costs, employees' share, experience basis or fixed premiums and the many other factors that would justify and govern providing such insurance. The employees are hereby assured of equal treatment, all employees alike, office, field, or otherwise, and this is the limited commitment made by the County of Morris in this Agreement at this time.

3. The County of Morris agrees to provide any and all information to all employees concerning this existing coverage, and invites future meetings and discussions with the negotiating unit concerning various methods of making additional coverage available either now, or upon the retirement of the individual. The County agrees to co-operate, but makes no agreement to commit itself additional county funds for the purpose of achieving additional coverage, except as noted in this clause.

Section 2.

Group Life Insurance

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

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

3. After the first 12 months membership, (during which the remaining 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 notification is given.

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

5. The County of Morris agrees to provide its facilities to encourage all employees to take advantage of the optional life insurance system available and to attempt to provide continuation of that insurance after retirement, or the conversion of the policy, to the extent permitted, but the employees must understand that the County of Morris, aside from making its facilities available to encourage better participation in the program, shall not be required to make any additional contributions thereto.

ARTICLE XIII - CLOTHING ALLOWANCE

Section 1.

Clothing allowance in the amount of \$150.00 per year shall be paid by the Public Employer to the Employees under this agreement, payable on January 1st of each covered year.

Section 2.

The employees are given a limit of uniforms and the above additional allowance shall be in addition to that, but not shoes, socks and weapons, but the Public Employer shall supply handcuffs, leather goods and safety equipment.

ARTICLE XIV - PERSONAL LEAVE

Section 1. Jury Duty

Each employee shall be allowed leave with differential pay, if required for jury duty. A written request shall be required of the employee at least 48 hours in advance to the supervisor of the employee. The County will pay the difference between the pay received for jury duty and the wages.

Section 2. Military Leave With Pay

If the employee is a member of the National Guard, Naval Reserve, or any of the Reserve Components of the Armed Forces, the employee shall be eligible for leave with differential pay for a period not to exceed 30 calendar days per year when called for active duty training. The employee shall be required to

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submit a written request with a copy of the duty orders to his or her supervisor at least one week in advance. Pay received for the weekends while on active duty training will be retained by the employee and never permitted as a credit against the County's differential payment in the event of active duty training by the employee.

Section 3. Military Leave Without Pay

If the employee is inducted into the Armed Forces, the employee shall be entitled to Military Leave without pay, provided a written request to the supervisor and a copy of the orders are attached. While in the military service, the employee's contributions to the Retirement System will be maintained, and seniority will be continued. The employee will be entitled to reinstatement, provided the employee is physically able and makes application for reinstatement within 90 days of Honorable Discharge.

Section 4. -Other Leaves

Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the County of Morris. For a leave without pay, the employee shall submit a written request to the supervisor stating the reason for the request, and the time required. 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 Administrative Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required.

ARTICLE XV- LIABILITY INSURANCE

The Public Employer agrees to provide liability insurance coverage only to the extent available in an adequate sum covering its employees who are covered by this agreement during performance of their duties, but such coverage shall exclude allegation or proof of willful and deliberate acts or malice.

ARTICLE XVI - BULLETIN BOARD

Public Employer shall permit PBA 151 reasonable use of all Bulletin Boards located in the respective work areas for posting notices concerning PBA 151 business and activities but no such notices shall contain salacious, inflammatory or anonymous material.

ARTICLE XVII- PENSIONS

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

ARTICLE XVIII- VACANCIES AND PROMOTIONS

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

ARTICLE XIX - DISCHARGE OR SUSPENSION

A permanent employee who has been disciplined or discharged without just cause may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

ARTICLE XX - GRIEVANCE PROCEDURE

Section 1.

A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed:

Section 2.

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 PBA 151 representative.

Section 3.

When PBA 151 wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of PBA 151 or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the person designated by the Public Employer called a Grievance Negotiator. The Grievance Negotiator shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by PBA 151 within the time set forth in Step 1, PBA 151 shall present the grievance within ten days in writing to the Director of the Board of Chosen Freeholders. This presentation shall set forth the position of PBA 151, and at the request of either party, discussions may ensue. The Director of the Board of Chosen Freeholders shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Public Employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by PBA 151 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 PBA 151 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 PBA 151

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within the time provided in Step 3, PBA 151 may demand arbitration of the grievance in accordance with Article XXI, Arbitration, hereinafter set forth.

Section 5.

Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

ARTICLE XXI - ARBITRATION

Section 1.

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2.

Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Section 3.

The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 4.

The decisions of the Arbitrator shall be final and binding on PBA 151 and the Public Employer.

Section 5.

Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

Section 6.

In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties. and each of the parties shall bear its own costs.

Section 7.

It is understood and agreed by both parties that nothing contained in Article XXI entitled "Arbitration" shall be interpreted to mean that either of the parties hereto has agreed to submit unresolved issues involved in future contract negotiations to compulsory arbitration.

ARTICLE XXII - WAGES

Section 1.

Each employee covered by this agreement shall receive an increase in wages of \$750.00 to be added to his present salary effective January 1, 1971, but payable on or after July 1, 1971.

Section 2.

Each employee covered by this agreement shall receive an increase in wages of \$750.00 to be added to his 1971 salary commencing January 1, 1972.

Section 3.

Employees hired after the execution of this contract shall be hired at the salary of \$7,000.00 per annum until such time as they become members of the negotiation unit, i.e., become permanent, full time employees under Civil Service certification, at which time they shall be paid salaries inclusive of the increases referred to in Section 1 and 2 above.

Section 4.

Any and all salary guides relating to occupations of employees covered by this agreement and in existence at the date of execution of this agreement shall be eliminated subject to approval by the responsible State agencies.

Section 5.

All persons promoted to sergeant or its equivalent (supervisor, Bureau of Criminal Identification) shall be raised immediately to a salary equivalent to the present minimum pay of any sergeant. With respect to sergeants or the equivalents thereto who have been promoted since January 7, 1971, they shall in addition receive the increases as set forth in Sections 1 and 2 above, but in no event shall such automatic increase be more or less than the amount of \$500.00.

ARTICLE XXIII - PAY TREATMENT FOR ILLNESS (Sick Leave)

Section 1.

Each employee shall be entitled to sick leave at his regular rate of pay at the rate of one day per calendar month from the date of employment to the end of the first full year. Thereafter, each employee shall be entitled to fifteen (15) days annual sick leave for each succeeding year of full time employment. Such sick leave shall be cumulative.

Section 2.

Sick leave may not be used as terminal leave when an employee leaves the employment of the County.

ARTICLE XXIV - LONGEVITY

Section 1.

Effective January 1, 1971, each employee covered by this agreement shall be paid in addition to the rates of pay set forth in Article XXII set forth above, a longevity increment based upon years of service with the Public Employer in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
3 to 8	1
9 to 12	3
13 to 16	5
17 or more	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 XXV - DURATION

Section 1. This agreement shall be in effect from the 1st day of January, 1971 to and including the 31st day of December, 1972.

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Section 2.

At least ninety (90) days prior to the expiration of this agreement, the parties hereto agree to commence negotiations for a new collective negotiation agreement.

ARTICLE XXVI - RETROACTIVITY

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 1971 shall be retroactive to January 1, 1971.

ARTICLE XXVII - GENERAL PROVISIONS

Section 1.

The PBA 151 hereby agrees to file this contract after execution and ratification by both parties with the Public Employment Relations Commission or its successor and with any other governmental agency requiring such filing under New Jersey law.

Section 2.

The invalidation of any part of this agreement by any present or future New Jersey law, statute or executive directive shall cause this entire agreement to be terminated unless otherwise agreed by the parties. The parties understand that this agreement, or any part thereof is subject to the Wage-Price Freeze declared and ordained by the President of the United States and by the Congress.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 9th day of OCTOBER, 1971.

ATTEST:

Luigi Mastalone Jr.
Secretary

MORRIS COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 151

by Edwin Aaronson PRES.

ATTEST:

Helena A. Minson

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MORRIS

by [Signature]