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AGREEMENT BETWEEN

THE MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS

THE OFFICE OF THE SHERIFF
OF MORRIS COUNTY

and

MORRIS COUNTY SHERIFF'S OFFICE
SUPERIOR OFFICERS' ASSOCIATION
BUREAU OF CORRECTIONS

JANUARY 1, 1990 - DECEMBER 31, 1991

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AGREEMENT

Preamble

THIS AGREEMENT made and entered into this *07th* day of *April*, 1991 by and between the County of Morris, a County Government of the State of New Jersey, hereinafter referred to as the County, the Office of the Sheriff of Morris County and the Morris County Sheriff's Office Superior Officers' Association Bureau of Corrections, hereinafter referred to as the Association, is the final and complete understanding between the County, Morris County Sheriff 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 Sergeants, Lieutenants and Captains of the Morris County Sheriff Office in the County 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 Office and to properly serve the public, the Sheriff's Office hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Sheriff's Office;
2. To direct its working forces and 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 Office.

Section 2:

The Sheriff's Office and the County's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the laws of New Jersey and of the United States.

Section 3:

Nothing contained in this Agreement shall operate to deny to or restrict the Sheriff and the County in exercise of their 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, Morris County Sheriff or his designee 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. 11A:1-1 et seq., and 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 through the established chain of command; i.e., Lieutenant Captain, Undersheriff or Sheriff. 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 Sheriff/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 Sheriff. The designee 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 Undersheriff within five (5) work days thereafter. Upon receipt of the grievance the Undersheriff shall investigate the grievance and render his 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.

Step 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 Chosen Freeholders, if it wishes, to arbitration, under the rules of the New Jersey Public Employment Relations Commission (PERC). The costs of the services of the arbitrator shall be borne equally by the both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

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, 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 the Agreement.

Article 8: Vacation

Section 1:

In accordance with N.J.S.A. 11A:6-3, 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 the 6th anniversary	12 days
After 6th anniversary to the 12th anniversary	15 days
After 12th anniversary to the 18th anniversary	18 days
After 18th anniversary to the 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 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 Sections 4 and 5 of this Article.

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

(d) Those employees who work the Friday after Thanksgiving shall be granted an additional days 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: (Lieutenants and Captains)

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: (Sergeants)

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.

Section 6:

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 Sheriff's Office 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 or 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 permanent and provisional 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 worker compensation payments received during this period will be returned by the employee to the County of Morris. The provisions of the 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 his/her immediate supervisor, he/she will then continue to notify the next in command. 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 the next ranking superior in the chain of command 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 enforce.

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:

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

Thirty - five percent (35%) of the present day value of sick time after twenty-five (25) years of service with a maximum of ten thousand dollars (\$10,000.00).

Section 7:

In case of death of any Officer with fifteen (15) years continuous service during the course of employment in the Office of the Sheriff of Morris County, 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 service. This modification only applies to the death of an Association member while he/she is an employee of the County of Morris and does not apply to leaving or termination of employment for any other reasons other than retirement.

Article 11: Maintenance of Certain Practices

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

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 approval of their supervisor.

ARTICLE 12: HEALTH BENEFITS

Section 1:

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

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

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

Section 2:

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

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

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

Section 3:

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

Section 4:

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

Section 5:

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

Article 13: Group Life Insurance

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 14: 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 15: Personal Leaves

Section 1:

Jury Duty - Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his supervisor at least two 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 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. 11A:6-10.

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 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.

Section 5: Administrative Leave Days

Each Sergeant shall be entitled to an annual non-cumulative allowance of three (3) work days leave and each Lieutenant and Captain shall be entitled to an annual non-cumulative allowance of five (5) work days leave, upon written request to and the approval of the Sheriff, or his designee, for the following:

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

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

Article 16: Bereavement Leave

Section 1:

The County shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, 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 Sheriff.

Article 17: Liability Insurance

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

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

Article 18: Bulletin Boards

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

Article 19: Promotions

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

Article 20: Seniority

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

Article 21: College Credits

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

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 compensations.

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 22: 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 Office rules and regulations.

ARTICLE 23: UNIFORM ALLOWANCE

Section 1:

(a) A uniform allowance in the amount of \$575.00 for the year 1990 and 1991 shall be paid to employees covered by this Agreement.

Section 2:

The County agrees to supply each Sergeant with a standard uniform without cost to such employee. Equipment issued shall be the property of the County of Morris and must be returned to the County as provided under Section 5 below.

Section 3:

The County agrees to supply each Lieutenant and Captain with three (3) standard uniforms and one (1) 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 5 below.

Section 4:

Employees must wear uniforms while on duty. Reporting for duty improperly attired or being improperly uniformed (any variation shall be in accordance with the Sheriff's Rules and Regulations) shall be grounds for suspension or other disciplinary action.

Section 5:

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

Article 24: Hours of Work and Work Week

Section 1:

The Sergeants covered by this Agreement are supervisory personnel and as such are recognized to hold managerial positions requiring no limit on the numbers 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. Except as provided in Section 3 of this article there shall be no extra compensation paid to Sergeants for services rendered beyond forty (40) hours per week as these employees are compensated in their base salaries in lieu thereof.

Section 2:

The Lieutenants and Captains covered by this Agreement are supervisory personnel and as such are recognized to hold managerial positions requiring no limit on the numbers 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 Lieutenants and Captains for services rendered beyond forty (40) hours per week as these employees are compensated in their base salaries in lieu thereof.

Section 3:

Notwithstanding sections 1 and 2 of this article, effective January 1, 1990 and for contract years 1990 and 1991 each employee with the rank of Captain or Lieutenant will receive a lump sum payment of \$1,500.00 in lieu of overtime and each employee with the rank of Sergeant will receive a lump sum payment of \$3,000.00 in lieu of overtime. The compensation scheme described in sections 1 through 3 of this article is predicated on the position that the titles covered by these sections are exempt from the overtime pay requirements of the Federal Labor Standards Act. In the event any individual or any position is subsequently determined by the Department of Labor to be subject to the overtime pay requirements the Employer shall have the right to reopen this Agreement for the purposes of negotiating pay levels described herein.

Article 25: Wages

Section 1:

(a) Effective January 1, 1990, each active employee shall have his/her salary increased to the appropriate rate of pay as shown on Schedule A.

(b) Effective January 1, 1991 each active employee shall have his/her salary increased to the appropriate rate of pay as shown on Schedule B.

(c) Effective the first pay period of December 1990, as a management prerogative and right without limitation, the Sheriff may grant a performance incentive to eligible employees whose performance, as rated in two (2) consecutive ratings in a twelve (12) month period, exceeds the existing standard of "S+". For the purpose of this Agreement the performance evaluations for 1989 may be used to establish the two consecutive rating periods. This performance incentive will be paid in a lump sum amount not to exceed two percent (2%) of the employee's base salary. This lump sum amount shall be payable to eligible employees who are actively employed. Said amount shall not become part of the base salary structure and may be granted solely upon exceeding the existing standard of "S+", and upon review and approval of the Sheriff.

(d) Effective the first pay period of December 1991, 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 employees 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 purpose of this Agreement the performance evaluations for 1990 may be used to establish the two consecutive rating periods.

(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 the Agreement. This provision shall in no way affect the performance evaluation procedure set forth in paragraphs 1 (c) herein which adoption may result in a salary reduction or increase.

Section 2:

All employees promoted to the rank of Sergeant, Lieutenant or Captain following the execution of this Agreement, shall be paid at the rate of pay appropriate for his/her respective rank as set forth on Schedules A and B.

Section 3:

Effective January 1, 1989, the correction stipend shall be \$1,000.00 annually and remain at that level during the term of the Collective Bargaining Agreement.

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 Benefits

During the term of this Agreement, in the event the Morris County Board of Chosen Freeholders voluntarily grants improvements in Life Insurance, Hospitalization, Surgical, Major Medical benefits, dental, optical or prescription drug plans, negotiations on said improvements can be opened by either party to the Agreement giving thirty (30) days notice to the other party of its intentions to initiate negotiations on any subject matter contained in this article.

Article 28: Application of Benefits

The provisions of this Agreement shall not apply to any employee who has left the employ of the County of Morris prior to the date of signing of this Agreement by all parties, provided however, the salary article shall retroactively apply from January 1, 1990, through the date of retirement of any employee retiring prior to the date of signing of the Agreement. The estate of a deceased employee who dies prior to the date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 1990 to the employee's last date of employment.

Article 29: Duration

This Agreement shall be in full force and effect as of the first day of January, 1990, and shall remain in full force and effect through the thirty-first day of December, 1991. If either party desires to modify or terminate this Agreement, it must, no later than August 31, 1991, 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, 1991, this Agreement shall continue in effect from year to year after December 31, 1991 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.

MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS

By John C. O'Keefe

ATTEST:

Deanne St. John

MORRIS COUNTY SHERIFF'S OFFICE
SUPERIOR OFFICERS ASSOCIATION
BUREAU OF CORRECTIONS

By John [Signature]

OFFICE OF THE SHERIFF
OF MORRIS COUNTY

By John M. [Signature]

ATTEST:

Anne Galati

ATTEST:

[Signature]

SCHEDULE A

	<u>SERGEANT</u>	<u>LIEUTENANT</u>	<u>CAPTAIN</u>
<u>1990 Pay Rates</u>	\$51,715.	\$59,175.	\$63,123.

SCHEDULE B

	<u>SERGEANT</u>	<u>LIEUTENANT</u>	<u>CAPTAIN</u>
<u>1991 Pay Rates</u>	\$55,000.	\$62,725.	\$67,000.

56,595

58,236

60,274

62,544