

STORAGE

Morris

THIS DOES NOT
CIRCULATE

Board of Directors

14-00

AGREEMENT BETWEEN THE COUNTY OF MORRIS AND
THE MORRIS COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 151

*Sheriff's Officers &
Correction Officers*
Preamble

1978-1979

THIS AGREEMENT made and entered into this 26th day of July 1978 by and between the County of Morris, a County Government of the State of New Jersey, hereinafter referred to as the County, Sheriff of Morris County and the Morris County Policemen's Benevolent Association, Local 151, hereinafter referred to as the Association, is the final and complete understanding between the County and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the County and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

Article 1: Recognition and Scope

Section 1: The County hereby recognizes 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 Sheriff's Officers, Correction Officers, Sheriff's Officers Sergeants, Correction Officer Sergeants, employed in the Morris County Sheriff's Office and Jail.

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

Section 2: Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above-defined negotiating unit.

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Article 2: Sheriff and County Rights and Responsibilities

Section 1: In order to effectively administer the affairs of the Sheriff's Department and to properly serve the public, the Sheriff's Department hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

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

Section 2: The Sheriff's Department and the County's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the laws of New Jersey and of the United States.

Section 3: Nothing contained in this Agreement shall operate to deny to or restrict the Sheriff and the County in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or the United States.

Article 3: PBA 151 Security - Dues Deductions

Section 1: Upon request the County agrees to deduct from the salaries of those of its employees who authorize it, membership dues in the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the statutes of New Jersey. Deductions shall be made in compliance with law each pay period and monies collected together with records of any corrections shall be transmitted to the Treasurer of the Association by the first of each month following collection.

Section 2: If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the County written notice prior to the effective date of such change and shall furnish to the County new authorizations from its members showing the authorized deduction for each employee.

Section 3: The Association will provide the necessary dues deduction form and will secure the 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.

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 4: Discrimination and Coercion

There shall be no discrimination, interference or coercion by the Public Employer or any of its agents against the employees represented by the PBA 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 5: Collective Negotiations Procedure

Section 1: Collective negotiations with respect to rate of pay, hours of work or other conditions of employment shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the Board of Chosen Freeholders of Morris County, or its designees, and the President of PBA 151, or his designees, shall be the respective negotiating agents for the parties.

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

Section 3: Employees of the Public Employer who may be designated by PBA 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 negotiations meetings, but the number of such representatives shall be equal and agreed upon in advance of such meetings.

Article 6: Grievance Procedure

Section 1: A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. The term grievance and the grievance procedure set forth herein shall not apply to matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A. 11:1-1 et seq., the Civil Service Law and in which a method of review is prescribed by law, rule or regulation. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed:

Section 2: The Public Employer shall permit two members of the PBA 151 Grievance Committee to conduct the business of the committee in accordance with the grievance procedure set forth herein, during the duty hours of these members without loss of pay.

(a) Complaints may be initiated by an individual employee to his immediate supervisor. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized PBA 151 representative.

(b) 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 the grievance in writing and discuss the grievance with the aggrieved employee's Division Head. The Division Head shall answer the grievance in writing within five (5) days.

Step 2: In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time provided, the aggrieved employee may present his written grievance to the Sheriff within ten (10) work days thereafter. The Sheriff or his designee shall investigate the grievance and render a decision thereon within ten (10) work days.

Step 3: If the grievance is not resolved at Step 2, or if no answer has been received by PBA 151 within the time set forth in

Step 2, the grievance may be presented in writing to the Board of Chosen Freeholders. The Board, or, at its option, a Committee of the Board, shall render a final decision of the Board of Chosen Freeholders which shall be given to PBA 151 in writing within thirty (30) days after the receipt of the grievance by the Board.

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 within the time provided in Step 3, PBA 151 may appeal the decision of the Board of Freeholders, if it wishes, to a court of law.

Article 7: Commitment to Insure Uninterrupted County Operations

Section 1: The Association acknowledges that the need for continued and uninterrupted operation of the County's departments and agencies is of paramount importance to the citizens of Morris County and that there should be no interference with such operation.

Section 2: In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the term of this Agreement neither it nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (including the concerted failure of four or more employees to report for duty), mass resignation, mass absenteeism, work stoppage, slowdown, 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 8: Vacations

Section 1: In accordance with N.J.S.A. 11:24A-1.1, employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 1 year	1 day for each month worked during first year of employment
From 1st anniversary to 6th anniversary	12 days
From 6th anniversary to 12th anniversary	15 days
From 12th anniversary to 18th anniversary	18 days
From 18th anniversary to 24th anniversary	21 days
After 24th anniversary	25 days

Section 2: The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of such year. Annual leave shall be taken, subject to the needs of the service, during the current vacation period.

Section 3: In any vacation period, annual vacation or any portion thereof which is not taken or granted by reason of the pressure of work shall be accumulated to the next calendar year. Accumulations after one calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above, at the convenience of the County. The County will consider the needs of the employee and carried vacation time.

Section 4: Annual vacation shall be granted only with prior approval of the Supervisor who may require six 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. This section shall not deprive an employee of earned vacation time.

Section 6: Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on a prorated basis of one day's vacation for each month of actual service. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay for each day of annual vacation taken in excess of the number to which he was entitled.

Article 9: Holidays

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

1. New Year's Day
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 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 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) Applicable to Sergeants and Acting Sergeants only:

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.

(b) Applicable to all others:

When an employee is required to work on a holiday, he shall be granted compensatory time off equivalent to two additional days, or shall be paid equivalent sums of money for said days at the discretion of the employer.

Article 10: Sick Leave

Section 1: Sick Leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

Immediate family means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2: Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

Each employee will be credited with 15 days of sick leave annually for each succeeding calendar year of full-time employment, which is accumulative. Sick leave cannot be used as terminal leave. There shall be no accumulated time under any circumstances for sick leave when leaving the employ of the County. If upon termination after a year's service an employee has used more sick leave than that to which he is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he is entitled.

Sick leave benefits shall be available to permanent employees.

Section 3: Notice of absence if required as follows:

ILLNESS: Each employee is required to notify his supervisor by one-half hour before starting time on each day of absence, provided, however, that shift personnel are required to so notify two (2) hours before starting time. Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice as in the case when an employee is hospitalized or seriously disabled in which case it shall be sufficient that the employee or member of the employee's family notify the supervisor or Personnel Office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances the daily requirement of notice shall be enforced.

Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

Section 4: A certificate from a reputable physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than five (5) days at one time, the

County 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, 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.

Article 11: Maintenance of Certain Practices

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

(a) 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.

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

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

Article 12: Hospital and Medical-Surgical Insurance

Hospital and medical-surgical insurance, including major medical will be provided by the County of Morris for all employees subject to this Agreement at the expense of the County, within three months of the date of employment. Dependent coverage for

Major medical is available for the employees at no additional charge and at the option of the employee. Coverage provided is given in detail in all insurance certificates and booklets provided by the County of Morris. Information is available to the employees upon request.

Article 13: Group Life Insurance

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

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

Section 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 required notification is given.

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

Section 5: Those officers under the age of 35 are eligible for Life Insurance and Retirement Benefits pursuant to the Police and Firemen's Retirement Plan of New Jersey.

Article 14: Pensions

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

Article 15: Personal Leaves

Section 1: Jury Duty - Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his supervisor at least two 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:

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

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

Section 4: Convention Leave - The County agrees to provide time off without loss of pay to the members of the PBA 151 selected by the membership of the PBA 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. 11:26C-4.

Section 5: Other leaves - Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the County of Morris. For a leave without pay, the employee shall submit a written request to the supervisor at least 30 days in advance stating the reason for the request, and the time required, except in emergency circumstances. This request will be forwarded to the Board of Chosen Freeholders and promptly answered.

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

Article 16: Bereavement Leave

Section 1: The County shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandfather or grandmother. The County

an associate degree in science or applied science. All courses taken must be approved in advance by the Department Head to be eligible for payment hereunder. Credits already accrued must have been taken in police sciences or Law Enforcement to be eligible for compensation hereunder. Credits already accrued in areas other than police sciences or Law Enforcement shall not be eligible for compensation.

The employee shall continue to receive payment for all credits earned plus additional credits earned until he or she received 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 bi-weekly during the term of this Agreement.

(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: Uniform Allowance

Section 1: A Uniform Maintenance Allowance in the amount of \$275. per year shall be paid in the first quarter of 1978 to employees covered by this Agreement. Effective January 1, 1979, the amount of said allowance shall be \$300. per year and payment shall be during the first quarter of 1979 to covered employees.

Section 2: Corrections Officers shall have an inside uniform consisting of four (4) sets of khaki type shirts and trousers, and one dress uniform consisting of: a medium weight shirt, a medium weight pair of trousers, a blouse, a coat, a hat, a necktie, a handcuff case and Sam Browne Leather Goods. Equipment issued shall be the property of the County of Morris and shall be returned to the County as provided under Section 5 below. Included in the uniform: (1) raincoat, (1) rain cover for hat and (1) pair of overshoes.

Section 3: Sheriff's Officers (excluding Corrections Officers) must have one uniform consisting of:

- 4 shirts, medium weight
- 4 pairs pants, medium weight
- 1 blouse
- 1 coat
- 2 neckties
- 1 hat
- 1 raincoat

1 rain cover for hat
1 belt
2 badges
1 pair handcuffs
4 short sleeve shirts
1 double ammunition pouch
1 tie bar
2 sets of collar brass

1 pair overshoes
1 Sam Browne Leather Goods
1 badge for hat
1 handcuff case
1 holster
2 name plates
1 department issued weapon

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

Section 4: Employees must wear uniforms while on duty. Reporting for duty improperly attired or being on duty improperly uniformed shall be grounds for suspension or other disciplinary action.

Section 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 23: Hours of Work-Week

Section 1: Hours of Work - Each work day the following employees shall have the hours of work listed below:

(a) Office Personnel (persons employed in the administration of office routines) - seven (7) hours per day commencing at 8:30 a.m. and concluding at 4:30 p.m. with one (1) hour off for lunch period.

(b) Sheriff's Officers assigned to the Courts - seven (7) hours per day commencing at 8:30 a.m. and concluding at 4:30 p.m. with one (1) hour off for lunch.

(c) Transportation Personnel - seven (7) hours per day commencing at 8:30 a.m. and concluding at 4:30 p.m. with one (1) hour off for lunch.

(d) Shift Personnel - (persons employed in shift type work) eight (8) consecutive hours during a normal shift period with (1) hour for lunch period during such eight (8) hours shift.

(e) Warrant and Process Server Personnel - (persons employed to serve warrants and various forms of process) - no defined hours of work per day due to the nature of the services performed and the needs of the County to have those services performed promptly and efficiently, provided, however, that the regular hours per week shall be thirty-five (35).

Section 2: Work Week - The work week for all personnel shall consist of five (5) consecutive working days beginning Monday and ending Friday, except that

(a) Shift personnel employed in departments working regularly Saturday and Sunday shall have a work week of five (5) consecutive work days.

(b) Warrant and process server personnel shall work as required by the needs of the County to have their services promptly and efficiently performed.

Section 3: Overtime

The County may require an employee to work beyond his work day and work week as defined above. In such instances, an employee who worked beyond his work day or work week shall be paid overtime equal to his hourly rate of pay, when authorized by the Department Head. The hourly rate of pay for purposes of payment of overtime will be determined on a thirty-five (35) hour week. Overtime shall only be paid after thirty-five (35) hours.

Section 4: Standby Duty - Employees assigned to standby duty shall receive a minimum of four hours pay when they are called out for active duty.

Section 5: Emergency Duty - Employees called out on emergency duty shall receive a minimum of four hours pay for such duty.

Article 24: Wages

Section 1: See copy of Schedule A attached hereto and made a part hereof.

Article 25: Longevity

Section 1: Effective January 1, 1978, each employee covered by this Agreement shall be paid bi-weekly in addition to the rates of pay set forth in Article 24 set forth above, a longevity increment based upon continuous years of service with the Public Employer in accordance with the following schedules:

<u>Years of Service</u>	<u>Effective 1/1/78</u>	<u>Effective 1/1/79</u>
After 3 years	\$125	\$150
After 8 years	\$375	\$450
After 12 years	\$625	\$750
After 16 years	\$875	\$1,050

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

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

Article 26: General Provisions

Section 1: This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2: If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3: All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

Article 27: Expansion of Certain Benefits During the Term of the Agreement

In the event the Board of Chosen Freeholders of Morris County should grant major benefit improvements which normally would have uniform application among various groups of County employees or should grant improved insurance benefits to any other group of County employees during the term of this Agreement, such benefits shall be granted on the same terms and conditions to employees covered by this Agreement without need for further negotiations. 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 28: Application of Benefits

Further, the provisions of this agreement shall not apply to any employee who has left the employ of the County of Morris prior to July 26, 1978, provided however, the salary article shall retroactively apply from January 1, 1978, through the date of retirement of any employee retiring prior to July 26, 1978. The estate of a deceased employee who died prior to July 26, 1978 shall receive the employee's salary adjustment, prorated uniform maintenance allowance and prorated college credits, if applicable, retroactively from January 1, 1978 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, 1978 and shall remain in full force and effect through the thirty-first day of December, 1979. If either party desires to ~~modify or terminate this Agreement~~, it must, no later than August 31, 1979, 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, 1979, this Agreement shall continue in effect from year to year after December 31, 1979, subject to modification or termination by either party upon written notice given prior to August 31st of any succeeding year.

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

COUNTY OF MORRIS

SHERIFF OF MORRIS COUNTY

By *Peter J. Burkhardt*
Director Board of Freeholders

By _____
Sheriff

ATTEST:

WITNESS:

[Signature]
Clerk, Board of Freeholders

MORRIS COUNTY PBA 151

By *[Signature]*
President

WITNESS:

[Signature]
Secretary

Schedule A

Sheriffs Officers and Corrections Officers
Salary Guide

<u>1977</u>	<u>1978</u>	<u>1979</u>
\$9,000	\$9,200	\$9,500
9,450	9,650	9,850
9,900	10,100	10,300
10,400	10,600	10,800
11,000	11,220	11,440
11,750	12,000	12,240
12,500	12,750	13,000
14,000	14,500	15,300

Employees shall move laterally on January 1st of each year and vertically on anniversary date of permanent appointment during the term of this agreement.

Provisional employees shall move laterally from \$9,000 to \$9,200 on January 1, 1978. Employees starting in 1978 will receive \$9,200 annually. Provisional employees shall move laterally from \$9,200 to \$9,500 on January 1, 1979. Employees starting in 1979 will receive \$9,500 annually.

Sheriffs Officers Sergeants and
Corrections Officer Sergeants
Salary Guide

<u>1977</u>	<u>1978</u>	<u>1979</u>
(2) \$16,500	\$17,500	\$18,550
(2) 15,800	16,750	17,750
(4) 14,850	15,750	16,700
* (1) 14,100	15,400	16,700
(8) 14,100	15,000	16,000

*Sergeant Winans

Employees shall move laterally during the term of this agreement on January 1st of each year.

Promotions-Officers promoted to Sergeant will be placed on the Sergeant's guide one incremental step above their current salary. In the event this adjustment is less than \$150, then the officer will advance to the next highest step on the Sergeant's guide.

September 28, 1978

Memorandum of understanding by and between the County of Morris, the Sheriff of Morris County, and the Morris County Policemen's Benevolent Association, Local 151

The following language is intended to clarify the method for the payment of holidays under Article 9, Section 3:

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

County of Morris

By Peter J. Burdick

Witness: _____

Sheriff of Morris County

By [Signature]
Sheriff

Witness: _____

Morris County PBA 151

By [Signature]

Witness: _____