

AGREEMENT BETWEEN
THE MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS

and

MORRIS COUNTY POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL 298

January 1, 2015 - December 31, 2017

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PREAMBLE

THIS AGREEMENT made and entered into this 13th day of April, 2016 by and between the County of Morris, a County Government of the State of New Jersey, hereinafter referred to as the "Employer," the "County," or the "Morris County Correctional Facility," and the Morris County Policemen's Benevolent Association, Local 298, hereinafter referred to as the "Association," is the final and complete understanding between the Employer and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Employer and those of its employees who are subject to this Agreement in order that a more efficient and progressive public service be rendered.

ARTICLE 1: RECOGNITION AND SCOPE

Section 1:

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

All Correction Officers employed in the Morris County Correctional Facility.

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.

ARTICLE 2: COUNTY RIGHTS AND RESPONSIBILITIES

Section 1:

In order to effectively administer the affairs of the Morris County Correctional Facility and to properly serve the public, the County 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 Morris County Correctional Facility;
2. To direct its working forces and operation;
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 County.

Section 2:

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 or restrict 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 298 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. 52:14-15.9 (e) 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 signature of its members on the forms and deliver the signed forms to the County 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 County 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 Employer or any of its agents against the employees represented by the PBA 298 because of membership or activity in PBA 298. PBA 298 shall not intimidate or coerce employees into membership. Neither the Employer nor PBA 298 shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE 5: COLLECTIVE NEGOTIATIONS PROCEDURE

Section 1:

Collective negotiations with respect to rate of pay, hours of work or other conditions of employment shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the Board of Chosen Freeholders of Morris County, or its designees, and the President of PBA 298 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 Employer who may be designated by PBA 298 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 five (5) 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: Definition

Contractual Grievance

A contractual grievance is any dispute relating to the violation, interpretation, or application of the terms of this agreement and the following procedure shall be adhered to for purposes of attempting to reach a mutually satisfactory settlement. The term "grievance" and the grievance procedure as set forth herein shall not apply to:

(A) Matters which involve the interpretation or application of a Civil Service rule or regulation of N.J.S.A. 11A:1-1 et seq., the Civil Service Law, and in which a method of review is prescribed by law, rule or regulation;

(B) Matters in which the employer is without authority to act.

A contractual grievance may be processed up to and including Step 4 of the grievance procedure and such decision of the arbitrator shall be final and binding.

Non-Contractual Grievance

A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions affecting the employee organization: minor disciplinary action, and overtime procedures not contained in this Agreement.

Non-contractual grievances shall be processed up to and including Step 3 of the procedure and such decision of the employer shall be final.

Immediate Supervisor

An employee's immediate supervisor is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2:

The County shall permit two members of the PBA 298 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 298 representative.

(b) When PBA 298 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 298 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 handwritten grievance to the Morris County Office of Labor Relations within ten (10) work days thereafter. The Morris County Office of Labor Relations, or its 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 298 within the time set forth in Step 2, the grievance may be presented in writing to the County Administrator. The County Administrator shall render a final decision which shall be given to PBA 298 in writing within thirty (30) days after the receipt of the grievance by the County Administrator.

Step 4:

a. Any unresolved contractual grievance, except matters within the exclusive province of Civil Service, may be appealed to arbitration (only by the Association). The Association must file the request for Arbitration within thirty (30) working days after the receipt of the Step 3 decision.

b. Where the grievance involved an alleged violation of individual rights specified in the Civil Service Commission Laws and Regulations for which a specific appeal to the Civil Service Commission is available, the individual must present his/her complaint to the Civil Service Commission directly.

c. The arbitrator shall be selected on a case-by-case basis from the panel of arbitrators maintained by the Public Employment Relations Commission.

d. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be affected by the Civil Service Commission. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.

e. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.

The language above is intended to be read in a manner consistent with N.J.S.A. 34:13A-7 and N.J.A.C. 9:12-5.1 et seq.

f. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

g. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

h. The grievance procedure as defined herein shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties.

Section 3: Minor Discipline

Effective January 1, 2010 minor discipline involving suspensions without pay of one (1) day or more or fines at a level of one (1) day's pay or more shall be subject to the grievance procedure. Verbal warnings or verbal reprimands shall not be arbitrable. Written reprimands shall not be arbitrable except when an employee receives a second written reprimand within a twelve month period. In such a case, only the second written reprimand shall be arbitrable.

ARTICLE 7: COMMITMENT TO INSURE UNINTERRUPTED COUNTY OPERATIONS

Section 1:

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

Section 2:

In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the term of this Agreement neither it nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (including the concerted failure of four or more employees to report for duty, mass resignation, mass absenteeism, work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the County). The Association agrees that such action would constitute a material breach of this Agreement.

ARTICLE 8: 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.

Any vacation or portion thereof which is not taken or granted because of the pressure of work may be taken during the next calendar year. No employee shall have an accumulation on December 31st of any given year which exceeds the hours entitled to during the previous 18 months of employment. There will be no extensions granted to this policy.

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 three (3) weeks prior notice of extended vacation, and is authorized to plan vacations so as not to 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 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. Vacation will be calculated for terminated employees based on his vacation entitlement in accordance with length of service. If he is entitled to 15 days per year, a day will be calculated at the rate of 1.25 days per month. If he is entitled to 12 days it will be calculated on the basis of one day per month. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay for each day of annual vacation taken in excess of the number to which he was entitled.

ARTICLE 9: HOLIDAYS

Section 1:

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.

For all purposes, holiday compensation shall be paid for the actual dates of the enumerated holidays only and not necessarily the County observed holiday.

Effective in the year 2003 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:

Employees, covered by this Agreement, who do not work on any of the holidays enumerated in Section 1, shall receive holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

Employees, covered by this Agreement, who do work on any of the holidays enumerated in Section 1, shall receive holiday pay for work performed on said holidays within two (2) pay periods of the actual holiday worked. Said payment shall be calculated at the employee's straight time hourly rate of pay, not to exceed eight (8) hours. Such payments shall not become part of the employee's base salary structure.

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 the 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 full-time employees.

Section 3:

Notice of absence is required as follows:

ILLNESS: Each employee is required to notify his/her supervisor by one and one-half (1½) hour before starting time on each day of absence. Should the employee be unable to reach his/her supervisor, the ranking available person of the particular division on duty shall 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 ranking available person 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 notice 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:

Effective January 1, 2000, a certificate from a licensed 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. In the event of absence from duty due to illness for four (4) 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 occurrences, where an occurrence is recognized as one (1), eight (8) hour day or more and the occurrences having been at various times during a calendar year (January through December) may be approved without a physician's certificate. All sick occurrences in excess of ten (10), must be accounted for with a physician's certificate if the time is to be approved with pay. An employee may request that the Warden review a sick occurrence requiring a physician's certificate. This request must be made in writing prior to the submission of the payroll in which the sick occurrence occurred. A copy of this request must also be given to the employee's supervisor. At the discretion of the Warden, sick leave in excess of the ten (10) occurrences may not require a physician's certificate, depending on the submission of physicians' certificates submitted for prior occurrences and the employee's use of past sick time.

In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 5:

Upon retirement, with at least twenty-five (25) years service with the Employer, the Employer will pay the employee thirty-five percent (35%) of accumulated sick time to a maximum of ten thousand dollars (\$10,000).

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) Request for approved holiday leave: Request for holiday leave shall be made to the employee's supervisor at least three (3) days prior to the holiday date requested. Holiday leave 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 a Correction's Officer is designated by a superior officer to act in the capacity of a Sergeant he shall receive four (4) hours additional pay per day for each day he acts in a Sergeant's capacity. Additional compensation paid hereunder shall not exceed the rate of pay for the position assumed.

In accordance with N.J.S.A. 34:13A-5.3, proposed new rules as modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

(d) The County shall provide office space for the exclusive and sole use of the majority representative dependent upon the County's determination that space is available for such purpose. The determination as to whether such space is available shall be within the sole discretion of the County. In the event that office space is deemed available, the County shall have the discretion and authority to amend an existing practice.

ARTICLE 12: HEALTH BENEFITS

Section 1: Health Benefits

(a) Eligible employees shall choose one of the below listed medical insurance plans, subject to the exclusions set forth in (c) and (d) below:

Medallion Plan;

Basic Hospital Wrap Around, Major Medical Plan
(Employers Medical Insurance Plan);

The HMO Option;

PPO Plan.

(b) Employees' eligible dependents shall also be covered under the plan selected by the Employee.

(c) Employees hired after February 4, 2010, however, shall not be eligible for coverage under the Medallion Plan.

(d) Effective July 1, 2012, the Wrap-Around Plan will be removed in its entirety. Employees enrolled in the Wrap-Around Plan on July 1, 2012 will be permitted to enroll in either the PPO Plan or the HMO Plan.

(e) All employees will contribute to the cost of health care premiums pursuant to Chapter 78.

(f) Effective July 1, 2014, eligible employees who wish to enroll in the Medallion Plan will contribute 1.5% of their salary plus 30% of the difference between the Medallion Plan premium and the PPO Plan premium OR the Chapter 78 contribution, whichever is higher.

Section 2: Prescription Copayments

(a) Active employees and employees who retire after March 4, 2014 shall have the following prescription drug plan co-pays:

Generic	\$1.00
Brand Name	\$20.00
Non Preferred	\$35.00

(b) Employees who retire on or before March 4, 2014 shall have the following Prescription Drug Plan co-pays:

- \$ 5.00 for generic drugs
- \$10.00 for brand name drugs
- \$15.00 formulary drugs

Mail order purchases for a three-month supply would continue to be subject to double co-pays.

The above listed medical insurance plans and the Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment.

(c) Effective February 4, 2010 and retroactive to that date, employee health care contributions, shall be increased and paid in bi-weekly payroll deductions as applicable, in accordance with Schedule C.

(d) Eligible employees may elect to waive medical and prescription coverage for themselves and/or eligible dependent(s), as defined by Blue Cross/Blue Shield of New Jersey, Inc., provided proof of coverage through another source can be demonstrated. Employees who are eligible for this option for themselves and/or their dependent(s) and who elect to waive said coverage shall receive payments in lieu of insurance depending upon the type of coverage for which they are eligible in accordance with the Board of Chosen Freeholder Resolution No. 6, adopted August 9, 1995.

(e) Employees hired between March 4, 2014 and July 15, 2016, who retire and meet the criteria for County-paid health insurance, will receive a plan for the employee only. Employees hired between March 4, 2014 and July 15, 2016 who meet the requirements for County-paid health insurance will have the option to add their eligible dependents to the plan at the expense of the retiree. Employees hired after July 15, 2016 shall not be eligible for County paid retiree health insurance upon retirement.

The Employer shall also offer each Officer covered by this Agreement the opportunity to participate in the Flexible Benefits Program.

Section 3: Health and Hospital Benefit

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) A disability pension from a state administered retirement system; or

(2) Retired after 25 years or more of service credit in a New Jersey State retirement system and with at least 15 years of service with the County of Morris; or

(3) Retired at age 62 or older with at least 15 years of service with the County.

Each eligible retiree and his/her eligible dependents shall receive this benefit provided they annually advise the County of all other health and hospital coverage under which they are covered through any other source.

Section 4: Dental

(a) Effective July 1, 1997, the employer will provide employees an individual employee coverage dental insurance plan. The employer will pay for the premium cost for employee coverage only to a maximum of \$9.83 per month (\$118.00 maximum annually or prorated for less than a full year coverage) per employee.

(b) It is understood and agreed that any increases 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.

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

ARTICLE 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 (1 1/2) times the amount of base annual wage life insurance is provided free of charge.

Section 3:

After the first 12 month membership, during which the remaining 12 times contributory insurance is mandatory, at the employee's expense at the present cost of 0.75% 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 Fireman'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 (2) weeks in advance. When granted such leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period.

Section 2:

Military Leave - Military Leave shall be provided pursuant to New Jersey Civil Service Personnel Manual (Local Jurisdiction) Part 17-3, "Military Leave" and said Part is hereby incorporated herein by reference.

Section 3:

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 County Administrator, 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 duly authorized representatives of the P.B.A to attend any State or National Convention of such organization. Leave will be granted pursuant to the provisions of N.J.S.A. 40A:14-177.

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 reason for the request, and the time required, except in emergency circumstances. Effective January 1, 2010 the employee shall submit a written request to the supervisor at least fourteen (14) days in advance stating the reason for the request and the time required. This request will be forwarded to the Morris County Administrator 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 County 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 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 the family and of his need for leave. Notification must be given as in the case of illness under Article 10: Sick Leave, Section 3. Proof of Death may be required by the County Director of Personnel.

ARTICLE 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 of 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. The designated bulletin board shall not be located where it can be viewed by the public.

ARTICLE 19: PROMOTIONS

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

ARTICLE 20: SENIORITY

The rules and regulations of the Morris County Correctional Facility set forth the seniority provisions.

ARTICLE 21: COLLEGE CREDITS

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

An 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 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 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 other).

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 County. Reimbursement shall be upon satisfactory completion of each course.

Effective March 22, 2000, the Employer shall also provide for reimbursement of approved courses toward the attainment of a Bachelor's degree.

Effective upon execution of this agreement, the Employer shall also provide for the reimbursement of approved courses toward the attainment of a Masters Degree in Police Science in accordance with all existing requirements of this contract. Reimbursement for internet courses will not be permitted. Reimbursement shall not exceed the cost per credit assessed by Rutgers University.

Employees eligible to receive reimbursement for tuition and books from the L.E.A.A. or other eligible program will make application for same and not be eligible for County reimbursement.

ARTICLE 22: UNIFORM ALLOWANCE

Section 1:

An annual uniform allowance in the amount of \$1,200.00 shall be paid in the first quarter of each year to employees covered by this Agreement.

Section 2:

The County agrees to supply each 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 3 below.

Section 3:

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:

Shift schedules will allow for three (3), eight and one-half (8.5) hour shifts per day and shall include a one-half (1/2) hour unpaid lunch period for all employees working at the Morris County Correctional Facility. The work week for all employees working at the Morris County Correctional Facility shall consist of forty-two and one-half (42.5) hours per seven (7) work days based on the current 5-2 day week which includes a one-half (1/2) hour unpaid lunch period per shift, in accordance with Section 207(k) of the Fair Labor Standards Act. In the event an officer, due to emergency, is not permitted to have a duty-free lunch period, he/she shall be paid for that time at the applicable rate.

Section 2:

In conjunction with the schedule, an employee shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay for all time worked in excess of forty-two and one-half (42 1/2) hours per seven day work week inclusive of the half (1/2) hour unpaid lunch.

The overtime rate shall be calculated consistent with past practice based upon the number of days in the year and biweekly pay period.

In the event of mandatory overtime, other than for training purposes for the new jail, if an employee is required to work more than two (2) overtime shifts in five (5) consecutive work days, the employee shall be paid two times his/her regular rate of pay for any additional shifts.

All Vacation Leave (Art.8), Holiday Leave (Art.9), Sick Leave (Art.10), Personal Leave (Art.15), Bereavement Leave (Art.16) shall be earned, used and/or paid based on eight (8) hours a day. No employee shall lose Leave or Overtime benefits as a result of the change in work schedule to forty-two and one-half (42 1/2) hours.

Section 3:

Standby Duty

Employees assigned to standby duty shall receive a minimum of four (4) hours pay, at straight time, when they are called out for active duty. Time spent on standby duty shall not be considered hours worked for overtime computation when employees are called out for active duty.

Section 4:

Emergency Duty

Employees called out on emergency duty shall receive a minimum of four (4) hours pay for such duty at the appropriate rate. All hours worked on emergency "call-out" shall not be included as time worked for the purposes of calculating employees' work week and overtime computations in accordance with the provisions of *The Fair Labor Standards Act*.

Section 5:

Compensatory Time

- a. Employees shall be permitted to earn compensatory time in lieu of overtime and holidays at the rate of pay stipulated herein. Employees shall also be permitted to request compensatory time off (for any day of the week) by submission of the appropriate request form. The request must be made within two (2) weeks of the day in question.
- b. If the taking of the day creates an overtime situation, based on the schedule as it is two (2) weeks prior to the day requested, the request shall be denied.
- c. Any supervisor may "call in" one (1) hour prior to the start of their shift to request compensatory time off for that shift. If there are extra staff assigned to that shift, the request shall be granted and the approval documents on the appropriate "excusal from duty" form to be completed by the Control Center supervisor.
- d. Any Employee who carries a compensatory time balance in excess of 240 hours as of December 1, 2009, will be paid for that overage at their rate at the time.
- e. Any Employee who accumulates a compensatory time balance over 240 hours will receive that overage every December in pay period No. 25. Employees with less than 240 hours of compensatory time may receive payment for those hours worked at any time in accordance with the current State and federal laws.

ARTICLE 24: WAGES

Section 1:

All employees shall have their base salaries adjusted as set forth in "Schedule A."

Section 2:

The corrections stipend shall be \$882.00 annually in consideration of the dental benefit provided for in Section 3 of Article XII.

Section 3:

Notwithstanding the salaries set forth above, the Association agrees that the County has the managerial prerogative and right, without limitation, to hire employees at any salary it deems appropriate, commensurate with experience, education or any other factors, provided said salary is within the announced salary range for the job title in question, if any.

Section 4:

Effective upon execution of the contract there shall be for a trial period of one (1) calendar year a shift differential of \$1.00 per hour worked for employees regularly assigned to, and working the midnight shift only. Assignment to the midnight shift shall be in accordance with existing policy and procedures of the Bureau of Corrections. Removal or placement on the midnight shift and cessation of the shift differential payment shall not be grievable. The decision to terminate or continue the shift differential after the expiration of the one (1) year trial period shall be solely in the discretion of the County and such decision shall not be grievable or arbitrable.

ARTICLE 25: LONGEVITY

Section 1:

Each employee employed prior to January 1, 1991, and covered by this Agreement, shall be paid in addition to the rates of pay set forth in Article 24 set forth above, a longevity increment calculated from date of hire and based upon unbroken continuous years of service with the Employer in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
After 3rd through the 7th anniversary date of employment	1%
After 7th through the 11th anniversary date of employment	3%
After 11th through the 15th anniversary date of employment	5%
After 15th anniversary date of employment	7%

Section 2:

Longevity will be paid in accordance with the provisions of this Agreement on a bi-weekly basis to be included with the employee's regular pay issued on the appropriate pay days.

Section 3:

In consideration of entitlement to longevity, no tacking on of previous periods of employment shall be permitted unless such period of service shall have been interrupted by an approved leave of absence.

Section 4:

The provisions of this Article 25 shall apply only to employees actively employed prior to January 1, 1991. All employees hired after January 1, 1991 shall not receive any longevity benefit whatsoever.

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: 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 this Agreement by all parties. However, the salary provisions shall retroactively apply from January 1, 2007 through the date of retirement of any employee retiring prior to the date of signing of this 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, 2007 to the employee's last date of employment.

ARTICLE 28: DISABILITY LEAVE

The County shall provide a self-insured Disability Plan to pay employees who are sick or injured off the job \$150.00 per week for the period not to exceed twenty-six (26) weeks after sick leave has been exhausted. Each employee shall contribute one-half (1/2) of one percent (1%) gross wages to be deducted up to a maximum of \$37.50 per year.

ARTICLE 29: DEFENSE OF CORRECTION OFFICER

Whenever a member of the bargaining unit is a defendant in any criminal or quasi-criminal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, and only after the appropriate internal affairs investigation has found that the employee has done no wrong, the governing body of the County shall provide said employee with necessary means for the defense of such proceedings, but not for his defense in a criminal or quasi-criminal proceeding instituted as a result of a complaint on behalf of the County.

ARTICLE 30: AGENCY SHOP

Section 1:

Commencing January 1, 2010 in compliance with Docket No.: IA-2007-084 all non-member employees in the unit shall be required to pay to the majority representative a fee in lieu of dues for services rendered by the majority representative. The majority representative shall comply with the legal requirements set forth in N.J.S.A. 34:13A-5.5(a), (b) and (c) including the requirement that the majority representative shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6 (L. 1979, C477.23).

Section 2:

The Association shall provide the necessary representation fee form with the amount to be deducted to the County 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 representation fee forms submitted by the Association.

Section 3:

If during the life of this Agreement, there shall be any change in the rate of representation fee, the Association shall furnish to the County written notice prior to the effective date of such change and shall furnish to the County documentation indicating the appropriate deduction for each employee.

ARTICLE 31: DURATION

This Agreement shall be in full force and effect as of the first day of January 2015 and shall remain in full force and effect through the 31st day of December 2017. If either party desires to modify or terminate this Agreement, it must, no later than October 31, 2017, 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 October 31, 2017 this Agreement shall continue in effect from year to year after December 31, 2017, subject to modification or termination by either party upon written notice given prior to March 31 of any succeeding year.

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

MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS

By Kathryn A. DeFulvio

ATTEST:

James M. Deane

PBA LOCAL 298

By [Signature]

ATTEST:

[Signature]

SCHEDULE A

For all employees during the years 2015-2017, the following salary guide shall apply:

<u>STEP</u>	<u>1/1/15 Salary Guide</u>	<u>1/1/16 Salary Guide</u>	<u>1/1/17 Salary Guide</u>
Entry	45,487	46,852	47,352
1	47,354	48,775	49,275
2	50,729	52,251	52,751
3	54,464	56,098	56,598
4	58,199	59,945	60,445
5	61,948	63,806	64,306
6	65,698	67,669	68,169
7	69,447	71,530	72,030
8	73,196	75,392	75,892
9	76,945	79,253	79,753
10	80,694	83,115	83,615
11	84,444	86,977	87,477
12	88,193	90,839	91,339
13	91,982	94,741	95,241

The salaries set forth above are based on the following negotiated terms:

Salary Increases

January 1, 2015 – 3% across the Board and no step movement;

January 1, 2016 – 3% across the Board and no step movement;

January 1, 2017 - \$500.00 across the Board and no step movement.

The salary schedule shall, unless agreed to otherwise, remain without change upon the expiration of this agreement. However, salary step movement shall not occur beyond the contact expiration date in the absence of a new collective negotiations agreement.

