

2403

AGREEMENT BETWEEN THE SHERIFF OF MORRIS

COUNTY

&

THE SUPERIOR OFFICERS ASSOCIATION
OF THE MORRIS COUNTY SHERIFF'S OFFICE

JANUARY 1, 1995-DECEMBER 31, 1997

COPY

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AGREEMENT BETWEEN THE SHERIFF OF MORRIS COUNTY
AND
THE SUPERIOR OFFICERS ASSOCIATION OF THE MORRIS COUNTY SHERIFF'S
OFFICE

PREAMBLE

THIS AGREEMENT made and entered into this 21st day of March, 1995 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 Superior Officers Association of the Morris County Sheriff's Office, (hereinafter referred to as the Association") is the final and complete understanding between the Sheriff and the Association on all negotiable issues and, as such, will serve to promote and maintain a harmonious relationship between the Sheriff and those of his 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's Office, Bureau of Law Enforcement.

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 other wise indicated, the term "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 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 its 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 Sheriff or 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 Sheriff or his designees, and the President of the Association, and/ or designees chosen by the Association, shall be the respective negotiating agent 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 Sheriff 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 three (3) 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., 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:

STEP 1:

(a) A grievance as defined in Section 1, herein, may be initiated by an individual employee to the employee's next immediate superior, i.e. Division Commander in the event the grievance is a lieutenant. 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. Complaints must be answered within (10) working days.

(b) The Sheriff 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.

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 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 Sheriff or his designee within five (5) working days thereafter. The decision of the Sheriff shall be given to the Association in writing within ten (10) days after the receipt of the grievance by the Sheriff.

STEP 3:

If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure, or if no answer in writing by the Sheriff has been received by the Association within the time provided in Step 2, the Association may appeal the decision of the Sheriff, if it wishes, to arbitration under the rules of the Jersey Public Employee Relations Commission.

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 procedure 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: VACATION

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:

LENGTH OF SERVICE	VACATION
Less than one year	1 day for each month worked during the first year of employment.
From 1st anniversary to 6th anniversary	12 days
After 6th anniversary to 12th anniversary	15 days
After 12th anniversary to 18th anniversary	18 days
After 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 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 Sheriff.

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 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 Years 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. Veterans Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

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

(b) Those employees who worked on Easter Sunday shall receive payment for said day in accordance with Section 4 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 1st scheduled day before and after the holiday, unless on authorized leave.

SECTION 3:

(a) If a holiday falls on a Lieutenant's or Captain's day off, it shall be deemed to have fallen on the next preceding or succeeding work day.

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

SECTION 4:

(a) When a Lieutenant or Captain 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) When a Sergeant 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 of 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 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 both temporary and permanent 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 workers compensation payments received during this period will be returned by the employee to the County of Morris. The provisions of this 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 the supervisor, then the Sheriff's Telecommunications Center 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 Sheriff's Telecommunication Center 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 requirements 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 Department of Personnel 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 the Sheriff may not require production of the physician's certificate. However, in the event absence from duty due to illness for five or more days at one time, the employee shall be required to submit a physician's certificate to his supervisor to justify payment of sick leave.

An accumulation of ten (10) sick days, the days having been taken at various times within a period of twelve months, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay.

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

SECTION 6:

UNUSED SICK LEAVE: Effective upon execution of this Agreement upon retirement from service with Morris County Sheriff's Office and completion of twenty-five (25) years of service with the Sheriff's Office, an employee shall be paid the equivalent of thirty-five (35%) percent of accumulated sick leave up to the maximum amount of \$12,000.00.

Effective December 31, 1997 upon retirement from service with the Morris County Sheriff's Office and completion of twenty five (25) years of service with the Sheriff's Office, an employee shall be paid the equivalent of thirty-five percent (35%) of accumulated sick leave up to the maximum amount of \$15,000.00.

SECTION 7:

In case of death of any employee with fifteen (15) years continuous service during the course of employment in the Morris County Sheriff's Office, his/her spouse or designated heirs will receive, in addition to present allowances, compensation for accrued sick time, the same as if that individual had retired from the office. This modification only applies to the death of an Association member while he/she is an employee of the Sheriff and does not apply to leaving or termination of employment for any other reasons other than retirement.

ARTICLE 11: HOSPITAL AND MEDICAL - SURGICAL & DENTAL INSURANCE

SECTION 1:

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 employee 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.

The County shall maintain the present Blue Cross/Blue Shield 750 plan of hospitalization or the equivalent.

Employees shall also be provided a \$2.00 Co-Pay Prescription Drug Plan, emergency medical non-accidental treatment as an out-patient and a disability plan to provide for payroll deduction of 1/2 (one - half) of 1% (one percent) to a maximum of \$37.50 per year, \$150.00 per week sick benefit for a maximum of 26 (Twenty-six) weeks, such benefits to paid only after sick leave has been exhausted.

The employer will continue to pay Blue Cross/Blue Shield premium for any employee who retires after completing at least 25 (twenty-five) years of service with the Sheriff or upon disability retirement.

SECTION 2:

The employer will offer each officer covered by this Agreement the opportunity to participate in the Flexible Benefits Program.

SECTION 3:

The employer will offer each officer covered by this Agreement the opportunity to select an HMO option.

SECTION 4:

Effective upon execution of this Agreement the Employer shall pay the premium cost for an employee coverage dental insurance plan only to the maximum of \$9.83 per month (\$118.00 maximum annual or pro-rated for less than a full year coverage) per employee. It is understood and agreed that any dental premium increase 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 dependant coverage providing the same level of benefit as provided the employee. The total cost for the premium charge for the dependant coverage shall be paid by the employee. The employee's contribution shall be deducted in equal periodic amounts from their paychecks.

ARTICLE 12: GROUP LIFE INSURANCE

Insurance is automatically provided upon enrollment in the Public Employee's Retirement System or in the Police and Firemen's Retirement System with coverage as provided by the applicable system.

ARTICLE:13 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 14: 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 said part is hereby incorporated herein by reference.

SECTION 3: CONVENTION LEAVE

The Sheriff 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 Sheriff. For a leave without pay, the employee shall submit a written request to this supervisor at least thirty (30) days in advance stating the reason for the request and the time required, except in emergency circumstances. This request will be forwarded to the Sheriff 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 DAYS FOR SUPERVISORY PERSONNEL

(a) Lieutenants and Captains shall be entitled to an annual allowance of five (5) work days' leave upon written notice to his department head. These days cannot be accumulated from one year to the next.

(b) Sergeants shall be entitled to an annual allowance of three (3) work days' leave during their first year in title; four (4) work days' leave during their second year in title; and five (5) work days during their third and subsequent years in title. Requests for approved leave must be submitted to the respective Division Commander. These days cannot be accumulated from one year to the next.

(c) Effective upon execution of this Agreement all Sergeants, in title as of the date of said execution, shall be entitled to an annual allowance of four (4) days' leave upon approval from his or her Division Commander. Effective January 1, 1996 and thereafter all Sergeants, in title as of the date of execution, shall be entitled to an annual allowance of five (5) days' leave upon approval from his or her Division Commander. These days cannot be accumulated from one year to the next.

ARTICLE 15: BEREAVEMENT LEAVE

SECTION 1:

The Sheriff 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, mothers-in-law, father-in-law, grandfather, and grandmother. The Sheriff shall provide one (1) 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 4. Proof of Death may be required by the Sheriff.

ARTICLE 16: LIABILITY INSURANCE

Through the term of this Agreement, the County shall continue the existing liability insurance coverage for employees under this Agreement during performance of their duties. Coverage will be equivalent to the representation of Coregis Insurance, on December 31, 1994. Prior to any substantial change in coverage, the County will give reasonable notice to the Association.

ARTICLE 17: BULLETIN BOARDS

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

ARTICLE 18: PROMOTIONS

All promotions shall be in accordance with regulations and in accordance with New Jersey Department of Personnel requirements concerning qualifications.

ARTICLE 19: SENIORITY

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

ARTICLE 20: COLLEGE CREDITS

(a) The College Credit Program (only applies to employees participating therein as of December 31, 1976).

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 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 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 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 obtain 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 21: 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 22: UNIFORM MAINTENANCE ALLOWANCE AND UNIFORM ISSUE

SECTION 1:

Effective January 1, 1995 the annual uniform maintenance allowance shall be increased by One Hundred and Seventy Five Dollars (\$175.00) to a total of Seven Hundred and Fifty Dollars (\$750.00) that shall be paid in the first quarter of each calendar year to employees covered by this agreement.

SECTION 2:

Sheriff's sergeants must have one uniform consisting of:

4 shirts, medium weight	1 pair handcuffs
4 pairs pants, medium weight	4 short sleeve shirts
1 blouse	1 double ammunition pouch
1 coat	1 tie bar
2 neckties	2 sets of collar brass
1 hat	1 pair overshoes
1 raincoat	1 Sam Browne Leather Goods
1 department issued weapon	1 handcuff case
1 rain cover for hat	1 holster
1 belt	2 name plates
2 badges	

SECTION 3:

Each Sheriff's lieutenant and captain shall have three standard uniforms. The standard uniform shall consist of the basic officer's allotment. 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 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, and that pro-rated portion of the uniform maintenance allowance calculated from the last date of actual work until the end of the calendar year. Failure to pay back the pro-rated portion of the uniform maintenance allowance will result in the deduction of the pro-rated portion of the uniform maintenance allowance from the employee's final paycheck. Failure to return the uniform issue shall result in the deduction of the depreciated value of the unreturned equipment (As determined by Management) from the employee's final paycheck.

ARTICLE 23: HOURS OF WORK AND WORK WEEK

SECTION 1:

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 number 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 these employees for services rendered beyond thirty-five (35) hours as these employees are compensated in their base salaries in lieu thereof. The 1995, 1996 and 1997 wage rates for Captains and Lieutenants include a \$1,500 stipend in Lieu of overtime.

SECTION 2:

Sergeants who are covered by the Fair Labor Standards Act shall be entitled to overtime compensation at the rate of time and one-half for hours worked in excess of 171 during their twenty-eight (28) day work period. Sergeants normal work week shall consist of forty (40) hours.

ARTICLE 24: WAGES

SECTION 1:

(a) Effective January 1, 1995:

Captains shall have their base salaries increased by one percent (1%) over their 1994 level.

Lieutenants shall have their base salaries increased by one and one half percent (1.5%) over their 1994 level.

Sergeants shall have their base salaries increased by two and one half percent (2.5%) over their 1994 level.

(b) Effective January 1, 1996:

Captains shall have their base salaries increased by one percent (1%) over their 1995 level.

Lieutenants shall have their base salaries increased by two percent (2.0%) over their 1995 level.

Sergeants shall have their base salaries increased by two and three quarters percent (2.75%) over their 1995 level.

(c) Effective January 1, 1997:

Captains salaries shall remain at their 1996 level.

Lieutenants shall have their base salaries increased by two and one quarter percent (2.25%) over their 1996 level.

Sergeants shall have their base salaries increased by two and nine and one half percent (2.95%) over their 1996 level.

SECTION 2:

The base annual wages for employees covered by this Agreement shall be as set forth below:

(a) Captain

Effective January 1, 1995	\$75,819.00
Effective January 1, 1996	\$76,577.00
Effective January 1, 1997	\$76,577.00

(b) Lieutenant

Effective January 1, 1995	\$71,439.00
Effective January 1, 1996	\$72,868.00
Effective January 1, 1997	\$74,508.00

(c) Sergeant

Effective January 1, 1995	\$65,151.00
Effective January 1, 1996	\$66,942.00
Effective January 1, 1997	\$68,917.00

The 1995, 1996 and 1997 wage rates for Captains and Lieutenants include a stipend of \$1,500.00 in lieu of overtime.

SECTION 3:

Notwithstanding Section 2, above, employees promoted to the rank of Sergeant after January 1, 1993 shall be paid an annual base salary of \$53,000.00 or an eight percent (8%) promotional adjustment, whichever is greater; and thereafter shall receive equal annual adjustments for five (5) consecutive years and then shall be at the top salary level for Sergeants which for the term of this contract is \$68,917.00.

ARTICLE 25: 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.

It is expressly agreed that any benefit improvements mandated by law to be provided to specific County employees or groups of employees shall not be included within the areas covered by this provision. Likewise, any benefit improvements provided voluntarily by said Board of Freeholders to specific employees or to a group or group, shall not be given automatically hereunder.

ARTICLE 26: EXPANSION OF CERTAIN BENEFITS

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

ARTICLE 27: 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 a Sergeant is designated to act in the capacity of Lieutenant, he shall be paid the salary of a Lieutenant for that period of time that he serves in that capacity. When a Lieutenant is designated to serve in the capacity of a Captain, he shall be paid the salary of a Captain while serving in such a capacity.

ARTICLE 28: DURATION

This Agreement shall be in full force and effect as of the first day of January, 1995 and shall remain in full force and effect through the thirty-first day of December, 1997. If either party desires to modify or terminate this Agreement, it must, no later than August 31, 1997 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, 1997 this Agreement shall continue in effect from year to year after December 31, 1997, 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.

SHERIFF OF MORRIS COUNTY

**SUPERIOR OFFICERS ASSOCIATION
OF THE MORRIS COUNTY SHERIFF'S
OFFICE**

BY: Edward W. Buckley

BY: LT. Robert M. [Signature]

[Signature]
[Signature]

WITNESS:

WITNESS:

[Signature]

Maureen L. Citti