

AGREEMENT BETWEEN THE SHERIFF OF MORRIS COUNTY

&

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

JANUARY 1, 2007 through DECEMBER 31, 2010

TABLE OF CONTENTS

PREAMBLE1

ARTICLE 1: RECOGNITION AND SCOPE2

ARTICLE 2: SHERIFF AND COUNTY RIGHTS AND RESPONSIBILITIES3

ARTICLE 3: ASSOCIATION SECURITY - DUES DEDUCTIONS.....4

ARTICLE 4: DISCRIMINATION AND COERCION.....5

ARTICLE 5: COLLECTIVE NEGOTIATIONS PROCEDURE6

ARTICLE 6: GRIEVANCE PROCEDURE7

ARTICLE 7: COMMITMENT TO INSURE UNINTERRUPTED COUNTY
OPERATIONS.....10

ARTICLE 8: VACATION11

ARTICLE 9: HOLIDAYS13

ARTICLE 10: SICK LEAVE14

ARTICLE 11: HOSPITAL AND MEDICAL - SURGICAL & DENTAL INSURANCE.....17

ARTICLE 12: GROUP LIFE INSURANCE20

ARTICLE 13: PENSIONS21

ARTICLE 14: PERSONAL LEAVES.....22

ARTICLE 15: BEREAVEMENT LEAVE23

ARTICLE 16: LIABILITY INSURANCE24

ARTICLE 17: BULLETIN BOARDS25

ARTICLE 18: PROMOTIONS.....26

ARTICLE 19: SENIORITY.....27

ARTICLE 20:	COLLEGE CREDITS	28
ARTICLE 21:	TRAINING PROGRAMS.....	29
ARTICLE 22:	UNIFORM MAINTENANCE ALLOWANCE AND UNIFORM ISSUE	30
ARTICLE 23:	HOURS OF WORK AND WORK WEEK	31
ARTICLE 24:	WAGES	32
ARTICLE 25:	GENERAL PROVISIONS.....	33
ARTICLE 26:	EXPANSION OF CERTAIN BENEFITS	34
ARTICLE 27:	MAINTENANCE OF CERTAIN PRACTICES.....	35
ARTICLE 28:	DISABILITY.....	36
ARTICLE 29:	DURATION	37
SCHEDULE A:	38
SCHEDULE B:	39

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

PREAMBLE

THIS AGREEMENT made and entered into this 27 day of January, 2009 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 otherwise 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: 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 and minor discipline (a suspension of 5 days or less) may be processed up to and including Step 3 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 and overtime procedures not contained in this Agreement.

Non-contractual grievances shall be processed up to and including Step 2 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 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 after obtaining supervisor's approval and appropriate coverage, if necessary.

(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 Superior Officers Association.

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

Step 1:

The President of PBA 151 Superior Officers Association or his duly authorized and designated representative shall present the grievance in writing and discuss the grievance with the aggrieved employee's Division Commander. The Division Commander shall answer the grievance in writing within five (5) work 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 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 Superior Officers Association within the time set forth in Step 2, the contractual grievance may be presented in writing to the Public Employment Relations Commission.

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 2 decision.

b. Where the grievance involved an alleged violation of individual rights specified in New Jersey Department of Personnel Law and Rules for which a specific appeal to New Jersey Department of Personnel is available, the individual must present his/her complaint to New Jersey Department of Personnel 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 effected by the New Jersey Department of Personnel. 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.

**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:

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 exceptions or extensions granted to this policy.

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 workday 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 notify two (2) hours before starting time. Should the employee be unable to reach the supervisor, then the Division Taped Sick Line should be called. 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 person designated to notify the supervisor giving general reason for absence and the amount of time required for recuperation. Additional documentation may be required at a later time. 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 of 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 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 the Undersheriff to 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 Undersheriff, sick leave in excess of the ten (10) occurrences may not require a physician's certificate, depending on the submission of physician's certificates submitted for prior occurrences and the employee's use of past sick leave.

This provision shall not in any way diminish the ability of the Sheriff to discipline employees for abuse of sick leave either under the terms of this contract, under any law, rule, regulation, policy, order or any other administrative provision promulgated by the Sheriff.

This provision applies only to the production of a physician's certificate and does not apply to any other sick leave requirements.

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

SECTION 6:

UNUSED SICK LEAVE: 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, excluding employee payroll contributions, within three months of the date of employment. Dependent coverage for major medical is available for the employee 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.

Effective January 1, 2009 plan changes to deductibles, co-payments and mail order prescriptions shall be implemented pursuant to the Memorandum of Agreement signed between the parties on December 5, 2008.

Eligible employees choosing the Medallion Plan will contribute \$400 annually, paid in equal bi-weekly payroll deductions. Eligible employees shall include only those previously enrolled in the Medallion Plan while holding the rank of Sheriff's Officer and covered by this Agreement as of March 31, 1998. Employees who have not previously enrolled in the Medallion Plan as Sheriff's Officers and who are not covered by this Agreement prior to March 31, 1998 shall not be permitted to do so.

Effective January 1, 2007, employee health care contributions shall be paid in bi-weekly payroll deductions as applicable, in accordance with Schedule B appended hereto.

SECTION 2:

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

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

- 1) Retired in good standing on a disability pension from a New Jersey administered retirement system;
- 2) Retires 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) Retires at age 62 or older with at least 15 years of service with the County.

Each 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.

Effective January 1, 2009 plan changes to deductibles, co-payments and mail order prescriptions shall be implemented pursuant to the Memorandum of Agreement signed between the parties on December 5, 2008.

SECTION 3:

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

SECTION 4:

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

SECTION 5:

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.

SECTION 6:

The Prescription Drug Plan co-pay for eligible employees and eligible dependents shall be as follows:

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

Effective January 1, 2009, the Prescription Drug Plan co-pay for eligible employees and eligible dependents shall be increased as follows:

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

SECTION 7:

All covered employees under this agreement will be entitled to make an option out of the medical benefits set forth in this Article in accordance with the Board of Freeholders Resolution No. 6 (adopted August 9, 1995 and attached as an addendum hereto).

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 his 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) All employees covered by this Agreement 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.

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 the death of an employee's spouse, children, brothers, sisters, mother, father, mothers-in-law, father-in-law, grandfather, and grandmother, stepmother, stepfather and stepchildren. 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, Inc., 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 PBA 151 reasonable use of designated bulletin boards located in the work areas that are not accessible to the public for posting notices concerning association business and activities, provided any such notices shall not contain malicious, inflammatory or anonymous material. All information posted must be initialed and dated by the President or Vice-President of PBA 151 prior to posting.

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 (\$10.00) 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.

(c) The employer shall also provide for reimbursement of approved tuition and necessary books toward the attainment of a Bachelors or Masters Degree in Criminal Justice, Public Administration, Business Administration or Political Science or any other discipline or study if, in the Sheriff's sole determination, said courses are applicable to the employee's assigned responsibilities in excess of fifty percent (50%) of the time an employee is performing his assigned duties and responsibilities. Reimbursement shall not exceed the cost per credit assessed by Rutgers University. Reimbursement for internet courses will not be permitted.

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 policy and procedures.

ARTICLE 22: UNIFORM MAINTENANCE ALLOWANCE AND UNIFORM ISSUE

SECTION 1:

An annual uniform maintenance allowance in the amount of \$1,355.00 shall be paid in the first quarter of each 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 double ammunition pouch | 1 coat |
| 2 neckties | 1 tie bar |
| 1 hat | 2 sets of collar brass |
| 1 raincoat | 1 pair overshoes |
| 1 department issued weapon | 1 Sam Browne Leather Goods |
| 1 rain cover for hat | 1 handcuff case |
| 1 belt | 1 holster |
| 2 badges | 2 name plates |

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 wage rates for Captains and Lieutenants include a \$1,500 stipend in lieu of overtime.

SECTION 2:

Effective January 1, 1999, 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 40 hours during their seven (7) day work period. Sergeants' normal workweek shall consist of forty (40) hours. Approved leave, contractual leave and statutory leave will be considered as hours worked however, sick leave shall not be considered as hours worked for the purpose of calculating the employee's work week nor for computing overtime.

SECTION 3: 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-time" shall not be included as time worked neither for purposes of calculating the employee's work week nor for overtime computation in accordance with the provisions of the Fair Labor Standards Act.

ARTICLE 24: WAGES

SECTION 1:

Effective January 1, 2007, employees covered by this Agreement shall have their base salaries increased pursuant to the base salaries as shown on "Schedule A".

SECTION 2:

Employees with the title of Sergeant covered under this Agreement shall be subject to a five (5) step salary guide, see Schedule A. Employees shall advance on the Schedule only on their respective anniversary date of hire/promotion to the rank of Sergeant.

Effective January 1, 2009, upon the promotion to the title of Sergeant the employee shall be placed at the bottom Step for six (6) months. Sergeants shall advance to step three of the guide after twelve (12) months at step two. Subsequent movement on the guide shall take place after twelve (12) months at each step.

SECTION 3:

All employees who hold the title or designation of "Detective" shall receive a stipend of \$1,500 annually to be paid pursuant to the parties' past practice.

SECTION 4:

Employees promoted into this unit who have a hire date prior to January 1, 1995, notwithstanding section 1 above and Schedule A appended hereto; shall be paid an annual base salary, which shall be the starting rate set forth in Schedule A or eight percent (8%) above the employee's base salary, at the time of his or her promotion to Sergeant, whichever is greater. Thereafter, the employees shall progress pursuant to Schedule A as stated in Section 2.

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 nor 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 groups, 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: DISABILITY

Employees shall also be provided a disability plan to provide for payroll deduction of 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 be paid only after sick leave has been exhausted.

ARTICLE 29: DURATION

This Agreement shall be in full force and effect as of the first day of January, 2007 and shall remain in full force and effect through the thirty-first day of December, 2010. If either party desires to modify or terminate this Agreement, it must, no later than August 31, 2010 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, 2010 this Agreement shall continue in effect from year to year after December 31, 2010, 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 V. Rochford
Edward V. Rochford
Sheriff

BY: William Szekula
William Szekula
President

ATTEST:

Marilyn Ceppi

ATTEST:

Staci Santucci

SCHEDULE A

Sergeants

	2007	2008	2009	2010
1st Step - 6 Months	\$81,376	\$84,631	\$ 88,016	\$ 91,537
2nd Step	\$83,963	\$87,322	\$ 90,815	\$ 94,447
3rd Step	\$87,251	\$90,741	\$ 94,370	\$ 98,145
4th Step	\$90,538	\$94,160	\$ 97,926	\$101,843
5th Step	\$93,826	\$97,579	\$101,482	\$105,541

Lieutenants

	\$99,640	\$103,626	\$107,771	\$112,082
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Captains

	\$103,352	\$107,486	\$111,786	\$116,257
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SCHEDULE B

HEALTH CARE CONTRIBUTIONS

<u>Medallion:</u>	<u>Family</u>	<u>Parent/Child</u>	<u>Single</u>
2007, 2008, 2009	46.20	32.80	17.45
2010	50.82	36.08	19.20
<u>HMO</u>	<u>Family</u>	<u>Parent/Child</u>	<u>Single</u>
2007, 2008, 2009	20.48	13.61	7.46
2010	22.53	14.97	8.21
<u>Wrap-Around</u>	<u>Family</u>	<u>Parent/Child</u>	<u>Single</u>
2007, 2008, 2009	25.78	18.21	9.75
2010	28.36	20.03	10.73

The above health care contributions are effective January 1, 2007. Each contribution shall be deducted from the employee's pay each pay period as applicable.