

AGREEMENT BETWEEN
THE BOARD OF CHOSEN FREEHOLDERS

OF MORRIS COUNTY

AND

THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO
LOCAL 1040
OFFICE OF TEMPORARY ASSISTANCE
SUPERVISORY UNIT

JANUARY 1, 2009 - DECEMBER 31, 2010

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PREAMBLE

This Agreement made and entered into this 14th day of DECEMBER, 2010 by and between the Board of Chosen Freeholders of Morris County, hereinafter referred to as the Employer and the Communications Workers of America AFL-CIO, hereinafter referred to as the Union, is the final and complete understanding between the Employer and the Union on all bargainable 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 more efficient and progressive public service is rendered.

ARTICLE I
RECOGNITION AND SCOPE

Section 1:

The Employer hereby recognizes the Union as the sole and exclusive representative of all full time, permanent and provisional supervisory 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:

- a. The following titles are included in the negotiating unit:

Human Services Specialist IV
Social Work Supervisor
Senior Investigator

- b. All position titles not enumerated above and are not part of the non-supervisory unit are hereby excluded from the contract, namely

Accountant
Administrative Analyst
Administrative Clerk
Administrative Secretary
Administrative Supervisor of Income Maintenance
Administrative Supervisor of Social Work
Assistant Administrative Supervisor of Income Maintenance
Assistant Administrative Supervisor of Social Work
Assistant Training Supervisor
Chief Clerk
Clerical Support for Assistant Administrative Supervisor of Income Maintenance and Social Services
Clerical Support for Administrative Supervisors of Income Maintenance and Social Services
Clerical Support to Director and Deputy Director
Clerical Support to Fiscal Officer
Clerical Support to Personnel Officer
Clerical Support to Training Supervisor
Coordinator of Child Support and Paternity
Coordinator of Volunteers
Counsel, County Welfare Agency
Data Processing Coordinator
Deputy Director of Welfare
Director of Welfare
Fiscal Officer

Management Specialist
Office Services Manager
Payroll Supervisor
Personnel Aide
Personnel Assistant
Personnel Officer
Principal Accountant
Principal Clerk Bookkeeper
Public Information Officer
Senior Accountant
Senior Personnel Assistant
Supervising Account Clerk
Supervising Clerk
Supervising Clerk Bookkeeper
Supervisor of Accounts
Supervisor of Administrative Services
Training Supervisor

This shall not preclude the addition of new categories or new titles which will be negotiated at the time the new categories or new titles are established.

Section 2:

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Union in the above-defined Negotiating Unit.

ARTICLE II
EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 1:

In order to effectively administer the affairs of the Employer and to properly serve the public, the Employer 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 including, but not limited to the rights enumerated below:

1. To manage and administer the affairs and operations of the Employer.
2. To direct its working forces and operations.
3. To hire, promote and assign employees in accordance with law.
4. To demote, suspend, discharge or otherwise take disciplinary action in accordance with law.
5. To promulgate reasonable rules and regulations from time to time, which may affect the orderly and efficient administration of the Employer.

Section 2:

The Employer'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 extent same conform to law of New Jersey and of the United States.

Section 3:

Nothing contained in this Agreement shall operate to deny or restrict the Employer in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or of the United States.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of Administration, and having the grievance adjusted without the intervention of the Union.

B. Definitions:

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance;" or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to and including the County Administrator or his/her designee, and shall hereinafter be referred to as a "non-contractual grievance."

C. Presentation of a Grievance:

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one Union representative throughout the grievance procedure. It is understood and agreed that if available, private space shall be provided by the Employer for the prior discussion of a grievance.

D. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:

Step 1:

A. The grievant shall institute action under the provisions hereof in writing, signed and delivered to the Division Head or his/her designee within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

Once timely filed, the aggrieved employee shall discuss the grievance with the Division Head. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) work days by the Division Head, the employee must present his/her grievance to the Department Head. The procedure and time limits for resolution at that level shall be the same as discussed above for the Department Head.

B. It is understood and agreed that a Supervisor cannot act in the capacity of Supervisor and Shop Steward in Step 1 of the grievance procedure.

C. All class action grievances shall be initiated with the Department Director.

Step 2:

A. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Director of Labor Relations within five (5) working days following the determination at step 1. The grievant shall be represented by one Union representative designated by the Union.

B. The Director of Labor Relations, or his/her designee, shall render his/her decision within ten (10) working days after the receipt of the complaint.

Step 3:

A. If the grievance is not settled through Step 2, the same shall be presented in writing by the employee and the employee=s representative to the County Administrator or his/her designee within five (5) working days of the written response from Step 2. The County Administrator or his/her designee shall meet with the Union and grievant to discuss the grievance issues and review the decisions at the previous steps together with the disputed areas submitted by the grievant. The grievant and Union representative may request a hearing before the County Administrator or his/her designee.

If the grievant and Union representative requests a hearing before the County Administrator or his/her designee, such party shall be heard on work time. The County Administrator will render his/her decision within thirty (30) working days after the meeting at which the matter has been reviewed. If the County Administrator does not issue a decision within thirty (30) working days after the meeting at which the matter has been reviewed the Union may move a contractual grievance to step 4.

B. The grievant shall be represented by a Union representative designated by the Union. A Minority organization shall not present or process grievances.

Step 4:

A. Any unresolved contractual grievance (as defined in B.1., Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within thirty (30) calendar days after receipt of the County Administrator's decision.

B. Nothing in this Agreement shall be construed as compelling to the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

C. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available the individual shall present his/her complaint to Civil Service directly, except where there is a right under the law to elect between Civil Service appeal and the grievance procedure, the grievant may make such an election.

Once the grievant makes the selection of procedure, such selection shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

D. The arbitrator shall be selected from a list by agreement between the parties on a case-by-case basis as follows:

- (i) By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, or
- (ii) By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

E. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

F. The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

G. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with terms of this Agreement, except that he may not make an award which exceeds the Employer's authority.

The arbitrator shall not have authority to prescribe a monetary award as a penalty for violation of this Agreement.

H. 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 shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

I. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

J. 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.

K. The arbitrator shall hold a hearing at the time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision within thirty (30) days after the close of the hearing.

L. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

ARTICLE IV
WORKING HOURS AND WORK WEEK

Section 1:

Any employee, given prior or emergency approval for overtime by his or her supervisor, shall be granted compensatory time on an hour-for-hour basis for hours worked between 35 and 40 hours. An employee shall be paid time and one-half (1.5) the employee's straight time hourly rate for each hour worked beyond 40 hours worked in the employee's normal work week, all as provided by law.

Section 2:

All employees will work thirty-five (35) hours during the normal work week.

Section 3:

All compensatory time must be taken within four (4) weeks of the date which it was earned, except that seven (7) hours or a portion thereof may be carried over to November 15, of that calendar year. If a date is not mutually agreed upon, then that employee shall be paid for the accumulated compensatory time by December 15 of that calendar year. Any compensatory time earned on November 15th through the end of that calendar year which cannot be processed as previously specified will be carried over or paid on the same basis in the following calendar year. Notwithstanding the timeframes and deadlines specified, the Director has sole discretion to amend the timeframes and deadlines if it is determined that time cannot be taken due to the pressure of work.

Section 4:

The union acknowledges that the Employer may change the hours of employees from the current two (2) schedules (8:30 a.m.- 4:30 p.m. and 9:00 a.m. - 5:00 p.m.) to one schedule (8:30 a.m. - 4:30 p.m.) upon 30 days written notice to the union. This provision shall not diminish the rights of the parties existing elsewhere in the Agreement or in Law.

ARTICLE V
HOLIDAYS

Section 1:

Employees shall be granted the following paid holidays as publicly proclaimed:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Independence Day
	Christmas Day

In addition (at the discretion of the Employer), employees may be granted any other days declared to be holidays by proclamation of the President or Governor or if the Board of Chosen Freeholders authorizes a holiday for all County employees.

Section 2:

To be eligible for a paid holiday, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday, unless on authorized leave with pay excluding educational leave.

Section 3:

Whenever any of the holidays enumerated above falls on a Sunday, the following Monday shall be observed as the official holiday and whenever such holiday falls on a Saturday it shall be observed on the preceding Friday.

Section 4:

If any employee is required to work on any one of the holidays designated under Section 1 of this Article, he shall be paid at the rate of time and one-half (1/2) his/her regular rate of pay for each such hour worked and he shall be granted one day's compensatory time off for each such full holiday worked at his/her regular rate of pay, if eligible, subject to Section 2 above.

Section 5:

All employees must report in person to the office on the work day before and the work day after the holiday unless on authorized leave or an assignment by his/her immediate supervisor or administrator which precludes it.

ARTICLE VI
VACATIONS

Section 1:

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

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	One (1) day for each month worked or major fraction thereof during the first calendar year of employment
From 1st full calendar year through 6th full calendar year	12 days
From 7th full calendar year through 12th full calendar year	15 days
From 13th full calendar year through 19th full calendar year	18 days
From 20th full calendar year through 24th full calendar year	21 days
Beginning with 25th full calendar year	25 days

Effective January 1, 2008, in accordance with N.J.S.A. 11:24A-1-1, the employees shall be granted vacation leave, pursuant to the following schedule based upon length of service:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	One (1) day for each month worked or major fraction thereof during the first year of employment
From 1 st anniversary through 6 th anniversary	12 days
From 7 th anniversary Through 12 th anniversary	15 days

From 13 th anniversary Through 19 th anniversary	18 days
From 20 th anniversary Through 24 th anniversary	21 days
Beginning with 25 th 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:

Vacation leave shall be credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis of and in accordance with established County policy.

A. All new employees shall be granted one (1) working day for each month of service or major fraction thereof during the remainder of calendar following date of employment.

B. Employees hired from January 1 thru September 30 will be credited vacation days in advance on January 1 of the following calendar year in anticipation of continued employment.

C. Employees hired on October 1 thru December 31 will be credited vacation days in advance at the beginning of the second calendar year of employment in anticipation of continued employment.

D. The requests for above vacation days shall be made in writing to the Division Head. Vacation allowance must be taken during the current calendar year at such time as permitted by the Division Head unless she determines it cannot be taken because of pressure of work; except that an employee may request a maximum of one year of earned vacation allowance be carried forward into the next succeeding year only. Effective January 1, no employee shall have an accumulation on December 31st of any given year which exceeds the hours entitled to during the previous eighteen (18) months of employment. There will be no exceptions or extensions granted to this policy.

Section 4:

Annual vacation shall be granted with the approval of the Supervisor, Administrative Supervisor and the Director of Welfare. For vacations of five (5) days or less, a written request shall be presented to the Supervisor, except in the case of illness or emergency. For vacations of more than five (5) consecutive days but not more than ten (10) consecutive days, a written request shall be presented to the Supervisor and Director at least two (2) weeks prior to first date requested, except in

the case of illness or emergency. For vacations of more than ten (10) days, a written request shall be presented to the Supervisor and Director at least four (4) weeks prior to the first date requested, except in the case of illness or emergency. Extended vacation shall include any carried over vacation taken with current year's vacation. In scheduling vacations (normal and extended) management will consider seniority of employees involved and the orderly flow of work within the work unit.

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 be eligible for a vacation after the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in performance of duty need not be continuous, but period of absence of eight (8) days or more shall not be credited in computing the required six (6) months. In case an employee becomes ill after having had his/her vacation schedule approved, the Employer will not expect the employee to cancel said vacation if it results in a financial hardship to the employee.

This section shall not deprive an employee of any justly earned vacation time or compensation thereof.

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 for each month of actual service. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of annual vacation taken in excess of the number to which he was entitled.

Section 7:

Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in the above, based on the last approved compensation rate for the deceased employee.

Section 8:

Requests for vacation time shall be utilized in one (1) hour increments.

ARTICLE VII
SICK LEAVE

Section 1:

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, injury, accident, exposure to contagious disease, pregnancy disability, 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, step-parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, step-child, sister or brother, sister-in-law and brother-in-law of the employee. It shall also include relatives of the employee residing in the employee's household for at least three (3) consecutive months prior to the event giving rise to the request for leave.

Civil Service Rule N.J.S.A. 34:1-17.15 will apply to County employees. Though the aforesaid Rule does not define the term "short period," the Employer and Union agree that said term shall mean a period not exceeding five (5) working days.

Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month or major fraction thereof 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/her daily rate of pay deducted from his/her final pays, for each day of sick leave in excess of the number to which he was entitled.

Each employee will be credited with 15 days sick leave annually for each succeeding calendar year of full time employment, which is cumulative. 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 Employer). 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/her final pays an amount equal to his/her daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he/she is entitled. Sick leave benefits shall be available to both provisional and permanent employees in accordance with law and existing practices.

Section 3:

A. Each employee is responsible to ensure that the Employer, in accordance with stated procedure, is notified via one phone call an hour prior to shift start time on each day of absence giving the specific reason for the absence. Failure to give notification without valid reason as required may result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five consecutive business days shall constitute a resignation not in good standing pursuant to Civil Service Rules and Regulations.

B. Employees who will be sick for more than a single day, pursuant to a doctor's note that has been provided to the Employer, need not call in for each day of the absence authorized by the doctor's note.

Section 4:

A. A certificate from a licensed physician in attendance may 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 days at a time, the Employer may require production of the physician's certificate. However, in the event of absence from duty due to illness for five consecutive working days or more at one time, it may be required that the employee submit a physician's certificate to the Director of Welfare.

B. Employees, absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year.

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

Section 5:

Requests for sick time shall be utilized in one (1) hour increments

Section 6:

Any employee who retires shall be reimbursed for accumulated sick time based on the schedule below:

Thirty (30) percent of the value of sick time at time of retirement to a maximum of ten thousand (\$10,000.00) dollars.

In order to receive this reimbursement, retirement shall be determined based upon receipt of New Jersey State Pension benefits or Social Security retirement benefits.

An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment.

Section 7: Work Connected Injury

A. When an employee is injured or disabled as a result of, or arising out of, his/her employment so as to be physically unfit for normal duty, the Employer may grant a leave of absence with full pay for up to four (4) months. Such leave shall not be chargeable to sick leave.

B. A leave of absence for four (4) months without pay may be granted beyond the initial four (4) months leave. During this leave, payment for earned sick and vacation time may be granted upon

written request from the employee.

C. The employee will be required to endorse and deliver to the Employer the full amount of workmen's compensation temporary disability benefits received during any period of leave for which payroll checks have been issued.

ARTICLE VIII
PERSONAL LEAVE

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/her supervisor at least two (2) 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. When granted said leave, an employee shall give the jury pay to the Employer of Social Services and receive his/her regular pay check.

Section 2: Military Leave

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

Section 3:

a. The Employer shall provide non-cumulative bereavement leave with pay not to exceed three (3) days per incident in the case of the employee's spouse, child, step-child brother, sister, mother, father, mother-in-law, father-in-law, step-parent, grandmother, grandfather, grandchild, son-in-law, daughter-in-law or other relative residing in employee's household for at least three (3) consecutive months prior to the event giving rise to the request for leave. Additional days may be approved by the supervisor and charged against sick leave for members of the immediate family as defined by Civil Service regulations. One (1) working day per incident shall be provided for: aunt, uncle, niece, nephew, cousins, brother-in-law, sister-in-law and grandparents-in-law.

b. As soon as possible, an employee shall notify his/her supervisor of a death in his/her family and of his/her need for leave. Notification must be given as in the case of illness under Article VII, Sick Leave, Section 3. Proof of death may be required by the Division Head.

Section 4: Education Leave

Education Leave may be granted by the Employer with or without stipend. Courses must be job related and within budgeting limitations. Posting of Educational Leave Committee Meeting will be made at least four (4) working days in advance of meeting. It is understood that a Union representative will have the opportunity to make a presentation before the Educational Leave Committee on behalf of the employees who are requesting Educational Leave.

Section 5:

A. Each employee shall be granted two (2) non-cumulative administrative leave days of which one (1) day of the two (2) days may be taken as a personal day. No reason need be given for the use of the personal day.

A written request for administrative leave days must be submitted to and approved by the Director of Welfare or designee. In case of illness or emergency the written request may be waived. Administrative leave is credited at the beginning of each calendar year and may be taken in 3 day increments.

B. New employees hired October 1 thru December 31 will not earn any administrative leave days in the first calendar year of employment. All new employees hired January 1 thru September 30 shall be credited with two (2) administrative leave days on January 1 of the following calendar year. Administrative days shall be earned by new employees at the rate of 3 of a day for each full month for the remainder of the calendar year in which said employee was hired.

C. Employees hired on October 1 thru December 31 will be credited with two (2) administrative leave days on January 1 of the second full calendar year of employment - not the January 1 following the hiring date.

D. The Administrative day is to be used as follows:

1. Personal business which cannot be attended to outside of work hours. Applicable uses are as follows:
 - a) Business with attorney and court appearances not covered in section 6 below.
 - b) Banking business (applying for loan, mortgage).
 - c) Necessary visit to government agency for application, recertification, tax audit.
2. Established religious holidays.

E. Effective January 1, 2008 employees shall be granted two (2) non-cumulative personal leave days.

F. Requests for personal time shall be utilized in one (1) hour increments.

Section 6:

Special Leave - Employees subpoenaed for non work related court appearances by a County Prosecutor or Municipal Judge shall be granted release time with pay.

Section 7: Leave Without Pay

A. A permanent employee may, for reasons deemed appropriate by the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months. An additional period not to exceed six (6) months may be granted by the Employer upon reapplication by the employee.

B. Temporary and provisional employees may be granted authorized leave of absence without pay for a maximum of sixty (60) days for reasons deemed appropriate by the Employer and such leave may not be consecutively renewed or extended.

C. An employee on an approved leave without pay for a period of more than one month shall have the option of continuing health benefits at his/her own expense under the group rate for the succeeding nine (9) months.

Section 8:

Aggregate Time Off for Union Activities during each calendar year shall total four (4) paid days per year; during each year no more than a total of four (4) unpaid days leave may be granted to officers and two (2) delegates for Union conventions or meetings.

All requests for convention leave will be made in writing two (2) weeks before the leave is to commence. If, in the opinion of the Division Head or his/her designee, the employee's absence from duty on Union business will impede or unduly interfere with the conduct of normal Employer=s business, then the Director or her designee may, upon written notice to the employee, deny said leave. The denial of leave is non-grievable.

The Branch President shall be allowed one (1) hour per week for union business at the agency to be available to agency employees.

In the event that an officer of the Union is involuntarily transferred to a location away from the main office, time will be made available for said union officer to process grievances according to Article III of the Agreement.

ARTICLE IX
STORM DAYS & EMERGENCY

Section 1:

In the event the employee cannot report to work because of storm conditions, the time lost from work will be charged against accrued compensatory time or accumulated vacation time. In the event that no such time is available, the time lost from work will be charged as time off without pay. If an employee is unable to report to work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

Section 2:

In the event of extreme weather conditions due to storm conditions necessitating the closing of County Offices announcement of closing of such offices shall be made over radio stations WDHA and WMTR from 6:30 a.m. to 8:00 a.m. on the day of the storm. This is to be approved as a "bad weather day off" without penalty. Likewise authorized early dismissal due to inclement weather shall be without penalty.

ARTICLE X
HEALTH BENEFITS

Section 1:

(A) All eligible employees shall choose one of the below listed medical insurance plans. The employee's eligible dependents shall also be covered under the plan selected by the employee.

Medallion Plan

Base Hospital, Wraparound, Major Medical Plan (Employer's Medical Insurance Plan)

Alternative Base Hospital, Wraparound, Major Medical Plan (non-contributory)

The HMO option

(B) Each employee covered by the Medallion plan shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of five percent (5%) of the annual medical insurance premium. Upon expiration of the Agreement, the dollar value of the deduction shall remain unchanged until a successor Agreement is negotiated. Upon execution of Agreement, each employee shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of one and one half percent (1.5%) of the employee's base salary plus three percent (3%) of the annual insurance premium. Upon expiration of the Agreement the dollar value of the deduction shall remain unchanged if the dollar value of the deduction is greater than one and one half percent (1.5%) of the employee's base salary until a successor Agreement is negotiated.

(C) An employee who is currently covered by the Medallion Plan and enrolls in the Employer's Medical Plan or the HMO option shall not be permitted to be enrolled back into the Medallion Plan unless there has been a change in the employee's spousal medical coverage or a change in the employee's family status.

(D) In the event that the enrollment of the employees covered by this Agreement in the Medallion Plan falls below 15 employees, the Medallion Plan shall no longer be offered as an option. The remaining employee enrollment in the Medallion Plan shall be enrolled in either the Employer's Medical Plan, alternative base hospital, Wraparound, major medical insurance plan or HMO, at the employee's option.

(E) Employees hired after November 25, 1992 shall not be eligible for coverage under the Medallion Plan and they may select either the Employer's Medical Insurance Plan, alternative base hospital, Wraparound, major medical plan or HMO option only.

(F) Upon execution of Agreement, each employee covered by the base hospital Wraparound major medical plan (Employer's plan) shall have an amount deducted from each pay check equivalent to the annual amount of one and one half percent (1.5%) of the employee's base salary plus two and one half percent (2.5%) of the annual insurance premium. Upon expiration of the

Agreement the dollar value of the deduction shall remain unchanged if the dollar value of the deduction is greater than one and one half percent (1.5%) of the employee's base salary until a successor Agreement is negotiated.

(G) Upon execution of Agreement, each employee covered by the HMO option shall have an amount deducted from each paycheck equivalent to the annual amount of one and one half percent (1.5%) of the employee's base salary.

Section 2:

Upon execution of Agreement, the prescription drug co-pay for employees and eligible dependents covered by the Medallion and Wraparound Plans shall be:

\$ 5.00 for generic prescription drugs
\$10.00 for brand name prescription drugs
\$20.00 for non-preferred prescription drugs

Section 3:

The Employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payments of un-reimbursable eligible medical or dependent care expenses.

Section 4

(A) Employees enrolled in medical and prescription plans may elect to waive their coverage provided proof of coverage through another source can be demonstrated. Employees who waive their medical and prescription coverage shall receive a monthly payment in lieu of insurance depending upon the type of coverage for which they are eligible, as follows:

Employee Only Coverage: \$75.00 per month
Parent/Child Coverage: \$140.00 per month
Family Coverage: \$200.00 per month

Employees who have previously waived their medical and prescription plan coverage and elect to continue to waive this coverage shall be entitled to the monthly payments listed above.

(B) In the event that coverage through another source is eliminated, the employee may re-enroll in the County medical and prescription plans. In such event, re-enrollment in the Medallion Plan will be permitted only if there has been a change in spousal medical coverage or change in family status.

Section 5:

The Employer shall pay the dental insurance premium cost for employee coverage only to a maximum of \$9.83 per month (\$118.00 maximum annual or prorated for less than a full year

coverage) per employee. It is understood and agreed that any increase, above \$118.00 in the dental premium charged by the authorized carrier during the term of this Agreement shall be equally shared by the employee and the Employer. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided for the employee. The total cost of the premium charged for the dependent coverage shall be paid by the employee. The employees' contribution shall be deducted in equal periodic amounts from their paychecks.

Section 6:

a. The Employer 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 and as provided by Resolution No. 97-9-2, adopted by the Board of Social Services at their September 25, 1997 meeting.

In order to receive this benefit, said retiree must have been retired in good standing and:

- 1) on a disability pension from a New Jersey administered retirement system; or,
- 2) have 25 years or more of service credit in a New Jersey State or locally administered retirement system and with at least 15 years of service with the Employer at the time of retirement; or,
- 3) reached the age of 62 or older with at least fifteen (15) years of service with the Employer at the time of retirement.

Employees hired after the execution of the Agreement, who retire and meet the criteria for County paid health insurance, will receive a plan for the employee only upon retirement. Employees hired after the execution of the Agreement and 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.

b. Upon execution of Agreement all co-payments for the HMO Option applicable to active employees shall continue upon retirement including copayments for the prescription drug plan.

c. Employees who retire on or after the execution of Agreement shall have a deductible of \$500.00/\$1,000.00 when applicable.

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

Section 7:

It is understood and agreed that the Employer retains the unilateral right to select the

insurance carrier or to be self-insured. Notwithstanding any such changes the level of the benefits shall remain substantially the same.

Pre-admission Review and Individual Case Management programs will be implemented immediately upon signing of this Agreement. An employee who has received an adverse decision in using the pre-admission review procedures and who has exhausted the insurance company appeal procedures shall have a final, non-reviewable appeal to the Employer.

Section 8:

New employees hired in the first five (5) working days of the calendar month will have insurance coverage beginning on the first day of their 3rd calendar month of employment. (e.g., employees hired 9/4/91 would begin coverage 11/1/91.) Employees hired after the 5th day of calendar month will have coverage begin on the first day of their fourth (4th) calendar month of employment. (e.g., employees hired 9/6/91 would begin coverage 12/1/91).

Health insurance coverage for the employee and his enrolled dependents ceases on the last day of the month in which the termination is effective.

ARTICLE XI
DISABILITY PLAN

Section 1:

All employees in the Negotiating Unit will be covered by the existing County Disability Program.

Section 2:

The maximum weekly disability benefit shall be \$255.00 per week for eligible employees. The employee's annual contribution shall be \$67.24 per year.

These disability benefits are paid to all eligible employees covered by this Collective Bargaining Agreement who have exhausted their sick leave and are unable to work because of sickness or off the job accidents.

Section 3:

Benefits would not be payable for a disability beginning before completion of the ninety (90) day "probationary period" when first employed. The average weekly wage would be calculated on the earnings in the eight calendar weeks immediately before the week in which the disability begins. The total wages earned during these weeks worked are divided by the number of weeks worked in the eight week period to obtain the average weekly wage. The benefit will be two-thirds (2/3) of the average weekly wage. Morris County would remain as guarantor.

ARTICLE XII
GROUP LIFE INSURANCE

Group Life Insurance benefits shall be provided in accordance with the statute and Rules and Regulations of the Public Employees Retirement System (PERS) of New Jersey. Included, but not limited thereto are the following benefits:

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

2. Under the Public Employees' Retirement System of New Jersey, one and one-half (12) times the amount of base annual wage life insurance is provided free of charge.

3. After the first 12 months membership, (during which time the remaining one and one-half (12) times contributory life insurance is mandatory at the employee's expense) the employee may thereafter, at the Employee's option, withdraw from the contributory life insurance only, provided required notification is given.

Any employee who becomes a member of the Public Employees' Retirement System of New Jersey may discontinue the contributory insurance, at the employees option, after the first full year (12 months) of membership. Once an employee discontinues the contributory insurance, he/she cannot again become insured for the contributory life insurance, subject to the Statutes and Rules and Regulations of PERS.

Upon retirement under the Public Employees' Retirement System of New Jersey, the coverage constitutes and becomes a paid up policy equal to presently 3/16ths of the base pay at the time of retirement.

ARTICLE XIII
PENSIONS

Pension and retirement benefits shall be provided to employees of the Employer covered by this agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE XIV
LIABILITY INSURANCE

During the term of this Agreement, the Employer shall continue the existing liability insurance coverage for employees covered by this Agreement during the performance of their duties (See Appendix I).

ARTICLE XV
SALARIES

Section 1:

Effective and retroactive to January 1, 2009, all employees shall have their base salary increased by three and one half percent (3.5%).

Section 2:

Effective and retroactive to January 1, 2010 all employees shall have their base salary increased by three and one-quarter (3.25%) percent.

Section 3:

Minimum salary:

2009	\$51,564
2010	\$53,240

Section 4:

When an employee works outside of his/her classification at the written request of the Division Head for a period of eighteen (18) or more consecutive working days, the employee shall receive the rate of pay for that job classification, or for his/her own job classification, whichever is higher, for total number of hours worked outside his/her classification. This will not be construed to be a promotion.

ARTICLE XVI
LONGEVITY

Section 1:

Eligible employees covered by this Agreement shall be paid in addition to the rates of pay set forth in Article XV 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 8th anniversary date of employment	1
After 8th through the 12th anniversary date of employment	3
After 12th through the 16th anniversary date of employment	5
After 16th 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:

a. Employees hired on or after November 25, 1992 shall not be eligible for longevity benefits under the provisions of this Article XVI.

b. Employees hired prior to November 25, 1992 shall continue to be eligible for the longevity benefits described in Article XVI.

ARTICLE XVII
MILEAGE ALLOWANCE

Section 1:

Whenever an employee is authorized and required to use his/her privately owned vehicle on official business, the employee shall be reimbursed at the County of Morris mileage rate for such use.

Section 2:

The Employer shall also reimburse employees for the cost of automobile insurance coverage, it being understood that each employee who is authorized and routinely required to utilize his/her automobile on Employer=s business shall obtain liability insurance coverage for their protection. The employee shall present evidence of the existence of the liability coverage and proper certificate of insurance carried by the employee indicating coverage in the amount of \$300,000 Combined Single Limit (CSL). Said certificate must include thirty days notice of cancellation of insurance clause. Reimbursement amounts shall be to the extent of the actual coverage, but shall not exceed the sum of fifteen dollars (\$15.00) per month.

ARTICLE XVIII
SENIORITY

Section 1:

Except where Civil Service Rules preclude, parking assignments and vacation grants shall be made solely on the basis of agency seniority. Agency seniority is to be determined by the total length of continuous service with the Employer. Special consideration shall be given to handicapped employees for parking assignments.

Section 2:

Requests for vacation time from December 24 through January 2 shall be subjected to a rotation list. The initial year (2004) the most senior employee shall be at the top and the least senior employee shall be at the bottom. Once an employee uses his/her vacation during this time period, that employee will go to the bottom of the list. If an employee at the top of the list opts not to take vacation during this time period, the next employee on the list is then offered the opportunity to take vacation. If an employee at the top of the list opts not to take vacation time during this time period, that person will remain at the top of the list until next year.

ARTICLE XIX
AGENCY ORIENTATION

There will be a orientation session for all new supervisory employees within a month of the union date of hire or promotion. The Union representative will have an opportunity to address the new supervisory employees for a period not to exceed 15 minutes.

ARTICLE XX
PERSONNEL FILE AND EVALUATIONS

All employees shall have the right to openly copy any section of their personnel file, including their evaluations without signing a waiver. Negative comments that do not result in an official disciplinary action will be purged from an employee's personnel file four years after the filing of the comment.

ARTICLE XXI
DISCIPLINARY ACTION

Whenever an employee is given an official notice of disciplinary action the Union will be notified that the employee has received notice of disciplinary action. No details of the disciplinary action will be included in this notice to the Union. In all cases the notice to the Union will be forwarded to the Union president within two (2) working days.

For permanent employees only the employer will apply the concept of progressive discipline for minor disciplinary actions (i.e. suspension of or fine for five (5) days or less). The employer, however, reserves the right to apply more severe discipline for more serious violations as the situations warrant.

For permanent employees only, the Employer will apply the standard of sufficient cause in accordance with N.J.A.C. 4:1-16.7. Provisional, temporary and emergency employees shall be disciplined as appropriate pursuant to Civil Service Rules and Regulations and shall not be entitled to application of the sufficient cause standard as the same is to apply to only permanent employees in accordance with Civil Service Rules and Regulations.

ARTICLE XXII
APPLICATION OF BENEFITS

Further, the provisions of this Agreement shall not apply to any employee who has left the employ of the Employer on or before the date of signing of this Agreement by both parties.

ARTICLE XXIII
NO DISCRIMINATION

There shall be no discrimination, interference or coercion by the Employer or any of its agents, or by the Union or any of its agents or members against the employees represented by the Union because of membership or activity (or lack of each) in the Union; nor shall the Employer or the Union discriminate against any employee because of race, creed, color, age, sex, marital status, national origin or religious persuasion, physically handicapped and any other categories covered by Civil Service regulations.

ARTICLE XXIV
RESPONSIBLE RELATIONS

The Employer and the Union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect.

To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accordance with its intent and meaning.

ARTICLE XXV
CONTINUATION OF CERTAIN EMPLOYER POLICIES

All employment policies in effect on the signing of this Agreement shall be continued during the term of the Agreement.

ARTICLE XXVI
AGREEMENT NOT TO STRIKE

The Union acknowledges that the common law of New Jersey prohibits strikes and the Union agrees not to strike during the term of this Agreement.

ARTICLE XXVII
GENERAL PROVISIONS

Section 1:

This Agreement constitutes the complete and final understanding and resolution by the parties on all bargainable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement except where otherwise provided herein, neither party shall be required to negotiate with respect to any 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:

General Information - Physical examination may be required (at reasonable intervals) at the expense of the Employer.

Section 4:

When used in this Agreement, terms of the masculine gender shall be deemed to include the feminine gender intended from the context in which such term is used. Singular unless a different interpretation is clearly intended from the context in which such terms are used.

Section 5:

When used in this Agreement, the term Civil Service shall be deemed to include the New Jersey Department of Personnel.

ARTICLE XXVIII
PAYROLL DEDUCTIONS FOR UNION DUES

Section 1:

Upon request, the Employer agrees to deduct from the salaries of those of its employees who authorize its membership dues in the Union. 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 month, and monies collected, together with records of any corrections, shall be transmitted to the treasurer of the Union 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 Union shall furnish to the Employer written notice prior to the effective date of such change, and shall furnish to the Employer a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

Section 3:

The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Division Head or his/her designee. The Union shall indemnify, defend and save the Employer 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 Employer in reliance upon salary deduction authorization cards submitted by the Union.

ARTICLE XXIX
PAYROLL DEDUCTIONS FOR C.O.P.E.

For all employees who sign a payroll deduction authorization, payroll deduction C.O.P.E. will be implemented on and after September 1, 1984.

ARTICLE XXX
UNION BULLETIN BOARD

A bulletin board fitted with glass doors and a lock will be designated as the Union bulletin board. Keys to the lock will be entrusted to the local union president, and the local union president will accept the responsibility for any and all material posted on said bulletin board. The bulletin board shall be supplied by the Union and the Employer will provide the space.

ARTICLE XXXI
REOPENER

In the event that the County of Morris implements improved disability plan, improved health benefits, improved longevity, holiday, or substitutes a floating holiday in place of one of the holidays in any of its labor agreements, the parties to this Agreement agree to reopen this Agreement for the purpose of negotiations concerning only such improvements as are referred to herein. It is understood and agreed that this article does not apply to interest arbitration awards under the New Jersey Statute.

ARTICLE XXXII
RESPECT AND DIGNITY

The County and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled. It is further agreed that verbal and or physical harassment of an employee irrespective of position within the County, i.e. subordinate, supervisor or administrator is inappropriate and should not take place in the work area and the environment. It is further expected that respect and dignity is expected to be demonstrated by members of this unit to employees not part of this unit.

ARTICLE XXXIII
DURATION

Except as otherwise provided herein, this Agreement shall be in full force and effect as of the first (1st) day of January, 2009 and shall remain in full force and effect through the thirty-first (31st) day of December, 2010. If either party desires to modify or terminate this Agreement, it must, not later than September 30, 2010 give written notice of its intention. In the event no such notice is received by September 30, 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 subscribed their hands and seals the day and year first above written.

ATTEST:

Diane M. Ketchum

MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS

Gene Fley

ATTEST:

Carolyn L. Wade, Pres.

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

Victor D. Walker
CWA Staff Representative

Ronald Flein
James McDaniel
Danae Bentley

APPENDIX I
LIABILITY INSURANCE

The basis of coverage for liability insurance 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.