

AGREEMENT BETWEEN
THE BOARD OF CHOSEN FREEHOLDERS
OF MORRIS COUNTY

AND

MORRIS COUNCIL NO. 6A
NEW JERSEY CIVIL SERVICE ASSOCIATION
(SUPERVISORS' UNIT)
IFPTE, AFL-CIO

JANUARY 1, 2008 - DECEMBER 31, 2010

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE 1...Recognition and Scope	2
ARTICLE 2...Vacation	5
ARTICLE 3...Holidays	7
ARTICLE 4...Sick Leave.....	9
ARTICLE 5...Storm Days and Emergencies	12
ARTICLE 6...Working Hours and Work Week	13
ARTICLE 7...Health Benefits.....	14
ARTICLE 8...Group Life Insurance	17
ARTICLE 9...Personal Leaves	18
ARTICLE 10...County Rights and Responsibilities	20
ARTICLE 11...Agreement Not to Strike	21
ARTICLE 12...General Provisions	22
ARTICLE 13...Posting of Supervisory Position Vacancies	24
ARTICLE 14...Grievance Procedure	25
ARTICLE 15...Salaries	28
ARTICLE 16...Longevity	31
ARTICLE 17...Application of Benefits	32
ARTICLE 18...Pensions	33
ARTICLE 19...Liability Insurance	34
ARTICLE 20...Association Membership Dues Deduction.....	35
ARTICLE 21...Association Rights	36
ARTICLE 22...Expansion of Benefits	37
ARTICLE 23...Non-Discrimination	38

ARTICLE 24...Disability Leave39

ARTICLE 25...Collective Negotiation Procedure40

ARTICLE 26...Work Boot Allowance41

ARTICLE 27...Maintenance of Terms and Conditions42

ARTICLE 28...Duration43

Schedules A-E.....44

PREAMBLE

This Agreement made and entered into this 17th day of August 2010, by and between the Board of Chosen Freeholders, County of Morris, a County Government of the State of New Jersey, hereinafter referred to as the County and Morris Council No. 6A, N.J.C.S.A., IFPTE, AFL-CIO, hereinafter referred to as the Association, is the final and complete understanding between the County and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the County and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE 1: Recognition and Scope

Section 1:

The Board of Chosen Freeholders hereby recognizes the Association as the sole and exclusive bargaining representative of all full time, part time, classified, permanent and provisional 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 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:

Assistant Chief Accountant	Payroll Supervisor
Assistant Chief Clerk	Program Coordinator - Shelter
Assistant County Tax Administrator	Recreation Program Specialist
Assistant Director of Community Development	Site Manager
Assistant Maintenance Superintendent	Social Case Worker Supervisor
Assistant Supervisor Groundskeeper	Social Worker Supervisor/Juvenile Rehab
Assistant Supervisor of Motor Pool	Supervising Account Clerk
Assistant Supervisor Patient Accounts	Supervising Account Clerk - Sheriff
Assistant Supervisor Sanitation	Supervising Account Clerk Typing
Assistant Supervisor Trees	Supervising Bridge Construction Worker
Assistant Tree Superintendent	Supervising Carpenter
Assistant Warehouse Supervisor	Supervising Cartographer
Building Service Supervisor	Supervising Clerk Typist - Sheriff
Buyer	Supervising Elections Clerk
Chief Accountant	Supervising Electrician
Chief Clerk	Supervising Employment Specialist
Chief of Survey Party	Supervising Engineer
Chief Probate Clerk	Supervising Engineering Aide
Chief Water Plant Operator	Supervising Environmental Health Specialist
Construction Supervisor	Supervising Groundskeeper
Director of Operations	Supervising Guard
Director of Property Improvement	Supervising Juvenile Detention Officer
Director of Special Transportation Services	Supervising Maintenance Repairer
General Maintenance and Construction	Supervising Mechanic-Diesel
General Supervisor Bridge Construction	Supervising Planner
General Supervisor Maintenance	Supervising Planner-Data Management
General Supervisor, Building Services	Supervising Plumber
General Supervisor, Roads	Supervising Program Development Specialist
General Supervisor, Trades	Supervising Public Safety Telecommunicator
General Supervisor, Trees	Supervisor of Accounts
General Supervisor/Bridge Repairer	Supervisor Boiler Room
General Supervisor/Compost Project	Supervisor Building Service
Head Nurse	Supervisor Central Mailing
Head Teacher	Supervisor Compost Project
Housing Coordinator	Supervisor Sanitation/Recycling

Supervisor of Claims	Supervisor Sign Design/Letter
Supervisor of Criminal Information Records	Supervisor Trees
Supervisor of Customer Service	Systems Administrator
Supervisor of Data Entry Machine Operator	Traffic Maintenance Supervisor
Supervisor of Patient Accounts	Tree Superintendent
Supervisor of Records	Warehouse Supervisor
Supervisor of Water	Work Release Administrator
Supervisor Roads	

(b) Excluded are all non-supervisory employees, Supervising Employee Benefits Specialist and managerial executives and confidential employees as defined by the New Jersey Employer-Employee Relations Act, as amended, as well as those employees excluded from coverage under this contract by written agreement of the parties. Also excluded are unclassified employees as defined pursuant to N.J.S.A. 11A:3-5 and any determinations made there under by the New Jersey Civil Service Commission. Department heads as set forth on the prevailing Table of Organization of the County of Morris are excluded from coverage under this agreement as well.

(c) Notwithstanding the titles listed in sub-section (b) the following titles from the division of Morris View Health Center shall also be excluded:

- Administrator – Morris View
- Assistant Administrator – Morris View
- Assistant Executive Housekeeper – Morris View
- Chief Engineer – Morris View
- Patient Activities Coordinator – Morris View
- Comptroller – Morris View
- Coordinator of Volunteers – Morris View
- Executive Housekeeper – Morris View
- Principal Personnel Technician – Morris View

Section 2:

Any position title established on or after January 1, 1992 and during the term of this agreement shall be discussed with the Association and its unit placement negotiated between these parties. In the event that the parties cannot agree on the unit placement of a position title, either party is free to file a Clarification of Unit Petition to determine the status of the position title under this agreement.

Section 3:

Notwithstanding the execution of the current agreement, Council 6 will not raise the contract as a bar in the event that the County petitions to remove certain titles from the Council 6 unit because they possess supervisory or confidential responsibilities which conflict with their membership in the Council 6 Unit. In the event that P.E.R.C. removes certain titles from the Council 6 unit, the titles will be placed in the previously established Council 6A unit, except for titles deemed confidential or managerial executive. Nothing herein shall preclude Council 6

from claiming that petitioned for titles are not supervisory, confidential, or managerial.

Section 4:

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

ARTICLE 2: Vacation

Section 1:

In accordance with N.J.S.A.11A:6-3, 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	1 day for each month worked during the first year of employment
From 1st anniversary to 6th anniversary	12 days
From 6th anniversary to 12th anniversary	15 days
From 12th anniversary to 18th anniversary	18 days
From 18th anniversary to 24th anniversary	21 days
After 24th anniversary	25 days

Section 2:

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

Section 3:

In any vacation period, annual vacation or any portion thereof which is not taken or granted by reason of the pressure of work shall be accumulated to the next calendar year. Accumulations after one (1) calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above, at the convenience of the County. The County will consider the needs of the employee and carried vacation time.

Effective January 1, 2011, no employee shall have an accumulation on December 31 of any given year which exceeds the hours to which he/she is entitled during the previous 18 months of employment. There shall be no exceptions to this policy.

Section 4:

Annual vacation shall be granted only with prior approval of the Supervisor and Department Head who may require six (6) weeks prior notice in writing of extended vacation. In scheduling vacations, 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 a 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 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. 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 the prorated basis of the existing vacation schedule. 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/she was entitled. Vacation shall be prorated in accordance with the schedule above.

Section 7:

In the event an employee is on vacation and becomes ill and is under a doctor's care or is hospitalized, his/her vacation shall be terminated and he/she shall be put on sick leave, if same is available, at the employee's option, provided the employee promptly notifies the County.

ARTICLE 3: Holidays

Section 1:

Employees shall be granted the following paid holidays:

- | | |
|----------------------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

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

Floating Holidays

The County, at its sole discretion and upon appropriate notice to the union, may convert the observance of Lincoln's Birthday and/or Election Day (paid holidays enumerated in this section) into a floating holiday(s) for the current year. Upon six months prior notice, the County may elect to exchange any single floating holiday for another day in the same calendar year which shall be recognized as a holiday, as defined by the terms of this Article.

Section 2:

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

Section 3:

Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Section 4:

If an employee is required to work on any one of the holidays designated under Section 1 of this Article, he/she shall be granted one (1) day's compensatory time off for each such holiday worked.

Section 5:

The Friday after Thanksgiving shall be granted as an approved leave day off with pay.

Section 6:

The County may change the observance of any one of the holidays enumerated under Section 1 above at its option at the time the annual holiday schedule is determined for a given year.

ARTICLE 4: Sick Leave

Section 1:

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

Immediate family means spouse, child, foster child, father, mother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, 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/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of sick leave taken in excess of the number to which he/she was entitled.

Each employee shall be credited with 15 days sick leave annually for each succeeding calendar year of full time employment which is accumulative. Sick leave cannot be used as terminal leave when leaving the employ of the County. If upon termination after a year's service an employee has used more sick leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay 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 temporary and permanent employees in accordance with law and existing practices.

Section 3:

Notice of absence is required as follows:

Each employee is required to notify his/her supervisor by one-half (1/2) hour before starting time on each day of absence, giving the specific reason for the absence, provided, however that shift personnel are required to call in two (2) hours before starting time. Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. 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 consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

Section 4:

A certificate from a reputable physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than

five days at one time, the County may not require production of the physician's certificate. However, in the event of absence from duty due to illness for four (4) work days or more at one time, the employee shall be required to submit a physician's certificate to his/her supervisor to justify payment of sick leave.

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

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

Section 5 - Sick Leave Conversion Option:

1. Employees may, at their own option, "sell back" two (2) accumulated sick days to the County in exchange for one (1) personal day on a calendar year basis.
2. Employees wishing to "sell back" two (2) accumulated sick days to the County in exchange for one (1) personal day must make such an election no later than May 1 of the calendar year. An election once made cannot be revoked.
3. The option to "sell back" two (2) accumulated sick days to the County in exchange for one (1) personal day cannot be accumulated from year to year. If the option is not exercised in a given calendar year it is lost. Under no circumstances may an employee "sell back" more than two (2) accumulated sick days in a given calendar year, or receive more than one (1) personal day in exchange for accumulated sick time that is "sold back."
4. Employees wishing to "sell back" two (2) accumulated sick days to the County in exchange for one (1) personal day must submit a written request form to the County Director of Personnel indicating their desire to do so. The form, mutually agreed upon by the Union and the County, shall state that the employee wishes to "sell back" two (2) accumulated sick days to the County in exchange for one (1) personal day pursuant to the collective negotiations agreement between the County and the Union, and that the employee is doing so voluntarily and without duress or coercion.
5. Upon timely receipt of a written request form, the employee's accumulated sick leave shall be reduced by two (2) days, and his/her personal day entitlement for the year shall be increased by one (1). Personal days granted under this provision shall be subject to the provisions of Article 9, Section 6, ("Personal Leave"), of the parties' collective negotiations agreement.
6. In the event any portion of this Sick Leave Conversion Option provision is deemed unlawful or not enforceable, this provision shall be deemed voided, and the parties shall meet immediately to negotiate a replacement

Section 6:

Any employee who retires on or after January 1, 1998 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 five-hundred dollars (\$10,500).

Eligibility for retirement shall be determined based upon receipt of State Pension benefits or Social Security retirement benefits.

ARTICLE 5: Storm Days and Emergencies

Section 1:

All employees may be required to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the time lost from work will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the time lost from work will be charged as time off without pay. If an employee is unable to report for 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 or other general emergencies necessitating the closing of County departments and agencies, an announcement of this closing shall be made over radio stations WRAN, WDHA, and WMTR between 6:30 and 8:30 a.m. All affected employees will then receive a day off work with pay. This shall be entitled "Storm or General Emergency Leave". Employees not affected, who must report to work, are Emergency Personnel who are responsible for the health or safety of the public, or for the protection of County property or the property of the general public.

If because of extreme weather conditions or other weather emergencies, County departments or agencies are closed before the end of the work shifts, all affected employees will receive time off work with pay, also entitled "Storm or General Emergency Leave".

ARTICLE 6: Working Hours and Work Week

The current practice and policy regarding work week, hours of work and overtime will remain in effect except as otherwise specifically set forth herein.

ARTICLE 7: Health Benefits

Section 1:

(a) 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)

The HMO option

(b) Effective January 1, 2004, 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 for each year of the agreement. The dollar value of the 2007 deduction shall remain unchanged until a successor Agreement is negotiated.

Upon execution of the Agreement, employees enrolled in the Medallion plan shall contribute the greater of 1.5% of base salary or 6% of the premium. The dollar value of the 2010 deduction as to any amount greater than 1.5% of base salary shall remain unchanged 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 five 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 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 Plan or HMO only. Effective January 1, 2004, each employee covered by the HMO or the Employer's Medical Plan shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of three percent (3%) of the annual medical insurance premium for each year of the agreement. The dollar value of the 2007 deduction shall remain unchanged until a successor Agreement is negotiated.

Upon execution of Agreement, employees enrolled in the HMO shall contribute the greater of 1.5% of base salary or 3% of the premium. Employees enrolled in the Employer's Medical Plan shall contribute the greater of 1.5% of base salary or 4.5% of the premium. The dollar value of the 2010 deduction as to any amount greater than 1.5% of base salary shall remain unchanged until a successor Agreement is negotiated.

(f) Upon execution of Agreement co-payments for the HMO applicable to active employees shall continue upon retirement including prescription.

Employees, who retire ninety (90) days or more after the execution of Agreement, shall

have a deductible of \$500.00/\$1,000 when applicable.

(g) 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.

Section 2:

The Co-Pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$5.00 for generic drugs
\$10.00 for Brand Name Drugs
\$15.00 for Formulary Drugs

Effective upon execution of the Agreement the Co-Pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$5.00 for generic drugs
\$10.00 for Brand Name Drugs
\$20.00 for Formulary Drugs

Section 3:

An employee, full-time or part-time, who is eligible for health benefits prior to January 1, 1993, remains eligible for health benefits during the term of this agreement as long as he/she regularly works twenty (20) or more hours each week.

An employee hired on or after January 1, 1993 must regularly work thirty-two (32) hours or more each week to be eligible for health benefits.

Section 4:

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 unreimbursable eligible medical or dependent care expenses.

Section 5:

(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 coverages 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 (Base Hospital Wrap Around, Major Medical, or HMO option). 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 6:

The County of Morris shall pay the premium cost for an employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118.00 maximum annual or prorated for less than 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 Board. 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 7:

It is understood and agreed that subsequent to the initial selection of the insurance carrier, the County retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes the level of benefits and administrative procedures shall remain substantially the same.

Section 8:

The Hospital, Surgical, Major Medical Plan and Prescription Drug Plan and the HMO Option shall be made available to new employees within three (3) months of the date of employment.

Pre-admission Review and Individual Case Management programs will be continued during the life of this Agreement.

ARTICLE 8: Group Life Insurance

Section 1:

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.

Section 2:

Under the Public Employees' Retirement System of New Jersey, one and one-half (1 ½) times the amount of base annual wage life insurance is provided free of charge.

Section 3:

After the first 12 months membership, (during which the remaining 1 ½ times contributory insurance is mandatory, at the employee's expense at the prevailing rate established by the System) the employee may thereafter, at the employee's option, withdraw from the contributory insurance only, provided required notification is given.

Section 4:

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

Section 5:

All mandatory legislation on group life insurance enacted during the term of this agreement shall be implemented. All enabling legislation on group life insurance relating to these employees enacted during the term of this agreement will be subject to negotiations.

Section 6:

Any employee terminated for disability shall be advised by the Personnel Department of his/her rights.

ARTICLE 9: 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/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.

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: Bereavement Leave

The County shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren or grandparents, stepmother, stepfather and stepchild. Additional days may be approved by the supervisor and charged against sick leave.

The County shall provide one working day's bereavement leave with pay in the case of death of a relative of the second degree, that is uncle, aunt, niece, nephew, cousin, sister-in-law or brother-in-law. Such leave day is not chargeable against sick leave.

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 4, Sick Leave, Section 3. Proof of death may be required by the County Director of Personnel.

Section 4: Maternity Leave

(a) A Maternity Leave of Absence without pay will be granted to full-time employees having permanent status upon proper advance notification to their supervisor of their probable date of delivery and expected date of return to work.

(b) The leave shall be taken at a time determined by the employee in connection with and confirmed by written verification from her physician. The County reserves the right to request medical confirmation of the employee's ability to perform her job duties by a physician other than the employee's personal physician. If this is necessary, the employee will be provided with the names of three (3) medical doctors from which she may select one (1) for the purpose of obtaining medical confirmation of her ability to perform normal duties. The County will pay for any examination by a doctor other than the employee's personal physician.

(c) In the event of a disagreement between the examining physicians, the County

reserves the right to decide which report to accept.

(d) Return to work at the same or a comparable position will be approved only after a reasonable period of time as certified by the employee's physician and, if required, by the County doctor. Employees are expected to return to regular duties within six (6) months from the commencement of the leave unless an extension of time has been requested and approved prior to the expiration of the six (6) months. Continued absence will be cause for termination of employment.

(e) The employee's accumulated sick leave and vacation leave may be used during the period of absence to the extent it is available, if the employee desires.

Section 5: Other Leaves

Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the County of Morris. For a leave without pay, the employee shall submit a written request to the Supervisor at least 30 days in advance stating the reason for the request, and the time required. This request will be forwarded to the Board of Freeholders and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 6 Personal Leave:

Each employee shall be granted one (1) personal day leave annually, which shall require prior request and approval.

Personal leave, as noted above, shall be non-cumulative.

ARTICLE 10: County Rights and Responsibilities

Section 1:

In order to effectively administer the affairs of the County Government and to properly serve the public, the County of Morris, 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 County;
2. To direct its working forces and operations;
3. To hire, promote and assign employees in accordance with the law;
4. To demote, suspend, discharge or otherwise take disciplinary action in accordance with law. The requirement of taking disciplinary action against employees for cause and in accordance with law is applicable only to permanent employees under Civil Service;
5. To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of County government.

Section 2:

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

Section 3:

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

ARTICLE 11: Agreement Not to Strike

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

ARTICLE 12: General Provisions

Section 1:

This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement 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:

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 term is used.

Section 4: General Information

A. Physical examinations may be required from time to time at the expense of the Public Employer.

B. Change of address of an employee must be reported to employee's supervisor immediately.

C. Where the job requires, residence by County employees may be required to be in Morris County.

D. Change of family status: The employee is advised to inform the Personnel Office immediately of any additions, deletions or changes in the family status, for the purpose of keeping employment records up-to-date, and for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 Form, Employee's Withholding Exemption Certificate.

Section 5:

The public employer agrees that the public employees shall have the right through a three (3) member committee from Council No. 6A to make recommendations and suggestions in connection with preparations, revisions and amendments of the rules and regulations promulgated by the public employer from time to time.

On a quarterly basis, these representatives from Council No. 6A will meet with the Freeholders or their representatives to discuss mutual work relationships, the object being to promote better communications. It shall be noted that these meetings shall not be used for any grievance proceedings.

ARTICLE 13: Posting of Supervisory Position Vacancies

Supervisory vacancies will be posted in each department, and an interview will be made available to all employees within the department who are interested in filling the vacancy. An attempt will be made to fill the vacancy from within the department if in the opinion of the Department Head it is feasible to do so.

ARTICLE 14: GRIEVANCE PROCEDURE

Section 1: Definition

A. Contractual Grievance

A contractual grievance is any dispute relating to the violation, interpretation, or application of the terms of this agreement, but shall not include:

(1) 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;

(2) Matters where the County is without authority to act. Employees who completed their first ninety (90) days of employment shall have the right to grieve and arbitrate all disciplinary actions not covered by the appeal procedure of the Department of Personnel.

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

B. Non-Contractual Grievance

A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions affecting the employee organization. Non-contractual grievances shall be processed up to and including Step 3 of the procedure and such decision of the County Administrator shall be final.

C. Immediate Supervisor

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

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems which may arise affecting the terms and conditions of employment. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth herein, which definition shall govern and limit the scope of contractual and non-contractual grievances.

The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Procedure

An aggrieved employee must file his grievance in writing with his immediate superior within ten (10) calendar days of the occurrence of the matter complained of, or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

Step 1:

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

Step 2:

In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time period, the aggrieved employee may present his grievance to the County Director of Labor Relations within five (5) work days thereafter. Upon receipt of the grievance, the Director of Labor Relations shall investigate the grievance and shall render a decision thereon within ten (10) work days.

Step 3:

If the grievance is not settled through Step 2, the same shall be presented in writing by the employee and the employees Association representative, who is the Shop Steward or Local Association representative, to the County Administrator within ten (10) working days of the written response from Step 2. The County Administrator or his/her designee shall review the decisions at the previous steps together with the disputed areas submitted by the grievant. The grievant and/or Association representative may request a hearing before the County Administrator or his/her designee.

If the grievant and/or Association 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 ten (10) working days after the meeting at which the matter has been reviewed. If the County Administrator does not issue a decision within ten (10) working days after the meeting at which the matter has been reviewed the Association may move a contractual grievance to step 4.

Step 4:

In the event a contractual grievance is not resolved at Step 3, or a decision rendered by the County Administrator within the time provided above, the aggrieved party may submit the contractual grievance to final and binding arbitration as provided in Rule 19:12-14 of the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

The Arbitrator selected in accordance with the procedure outlined above shall conduct a

hearing within a reasonable time after designation by the Public Employment Relations Commission. There shall be no appeal from the arbitrator's decision as each such decision shall be final and binding on the Association and its members, the employee or employees involved, and the County of Morris. The arbitrator shall make his judgment based on the express terms of this agreement, and shall not be authorized to add to or subtract from any of the terms of this agreement. Expenses for the arbitrator shall be shared equally by the County of Morris and the Association.

Copies of the award of the arbitrator, made in accordance with his jurisdictional authorization as set forth above, shall be furnished to both parties within thirty (30) days of the hearing.

In the presentation of a grievance, an employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

Article 15: Salaries and Employee Evaluations

Section 1: Salary:

- (a) Effective and retroactive to January 1, 2008 employees shall receive a three and one quarter (3.25 %) percent salary increase. Effective and retroactive to July 1, 2008 employees specified in the Memorandum of Agreement of, April 29, 2010, shall receive agreed upon salary adjustments. There shall be no mid-year performance increase.
- (b) Effective and retroactive to January 1, 2009 employees shall receive a three and one quarter (3.25%) percent salary increase. Effective and retroactive to July 1, 2009 employees specified in the Memorandum of Agreement of, April 29, 2010, shall receive agreed upon salary adjustments. There shall be no mid-year performance increase.
- (c) Effective and retroactive to January 1, 2010 employees shall receive a three and one half (3.5 %) percent salary increase. There shall be no mid-year performance increase.

Section 2: Employee Promotional Increases

Employees promoted to a position within Council No. 6A to a higher salary grade will receive a five percent (5%) increase or the minimum of the new grade, whichever is higher. Employees who receive a two-level promotion shall receive five percent (5%) increase of each level or the minimum of the new grade, whichever is greater.

Employees promoted from the Council 6 main unit into a Council 6A bargaining unit position, shall receive a salary increase of not less than five percent (5%) or more than ten percent (10%). If the established minimum for the title is more than ten percent (10%), the employee will receive the established minimum for the title.

Section 3: General Guidelines Applicable to All Employees

The County shall evaluate each bargaining unit member in accordance with the Morris County Performance Appraisal Form for Supervisors. Every evaluation shall be conducted by the employee's immediate supervisor and reviewed by the applicable division head. Final approval shall be made by the department head. The employee will be given the opportunity to comment upon the evaluation.

The performance appraisal forms shall be issued and the evaluation process shall begin upon execution of this agreement. It is the purpose of the County to evaluate all employees at least once per year. The purpose of the evaluation is to train and evaluate personnel so they can deliver work performance at the highest possible level.

- A. Notwithstanding the employee performance evaluation procedures set forth herein, all employees shall be formally evaluated at least once per year. It is recommended that the employee's immediate supervisor sit with the employees six (6) months

prior to the date of evaluation to assess the employee's performance.

- B. The County reserves the right to discipline personnel in accordance with State law. Withholding of mid-year salary increase shall not be done for disciplinary reasons and shall not be considered disciplinary action under the terms of this Agreement.
- C. All personnel assigned the responsibility of evaluating other employees shall be required to make monthly notations of performance. The purpose of this monthly notation is to provide periodic counseling of employees by their evaluators and to ensure that the year-end evaluation has a continuous factual record. These notations may be reviewed by the employee.
- D. It shall be the responsibility of the employee's immediate supervisor to submit a written job performance evaluation on an approved Morris County Performance Appraisal form for Supervisor to the appropriate division head at least twenty (20) working days prior to the date of the mid-year salary increase. It shall be the responsibility of the supervisor to conduct the employee job performance evaluation. The job performance evaluation shall include a statement by the supervisor indicating whether or not the employee has performed in a satisfactory or unsatisfactory capacity. In the event of an unsatisfactory performance rating or lower, it shall be the responsibility of the supervisor to notify the division head of his/her determination.
- E. Upon the completion of an unsatisfactory employee job performance evaluation, the employee's supervisor shall submit his/her findings to the division head. Upon review by the department head, and finding the submitted evaluation of the employee to be unsatisfactory, remedial action shall be implemented.
- F. An employee receiving a satisfactory initial job performance evaluation at the conclusion of the anniversary period shall be subsequently evaluated on an annual basis prior to his/her anniversary date. The evaluation shall be administered by the supervisor at least twenty (20) working days prior to the anniversary date.

Section 4: Mid-year Salary Increase Procedure

Employees shall be subject to the following procedures in order to be paid a mid-year salary increase:

- A. Mid-year salary increases shall be granted only to employees who qualify for increases by virtue of their requisite one-year of service and whose performance is satisfactory as determined in accordance with the Morris County Performance Appraisal Form for Supervisors. An employee who is schedule for the mid-year increase will be notified in his/her January evaluation by his/her department head if there are any performance deficiencies that could lead the department head to recommend that the employee not receive the mid-year salary increase.
- B. In accordance with the performance evaluation process, if, in the determination of the department head, an employee's performance is unsatisfactory, the employee

shall be advised in writing in the January evaluation of his/her performance deficiencies and will be provided with written recommendations as to how the employee may improve his or her performance. Upon receipt of such performance deficiencies, the employee shall be re-evaluated in the next succeeding April following the January evaluation. If the employee's performance subsequently improves and the employee receives a satisfactory evaluation in April, he/she will receive the mid-year salary increase.

- C. An employee who receives an unsatisfactory evaluation in his/her April evaluation (either because of failure to improve performance deficiencies noted in his/her January evaluation, or because of performance deficiencies since his/her January evaluation), will not receive a mid-year salary increase.
- D. An employee who is not eligible for the mid-year salary increase because of performance deficiencies may file a grievance concerning his/her own evaluation provided that any such grievance shall terminate at Step 3 (County Administrator's decision) and shall not be subject to arbitration. If an employee receives a consecutive second unsatisfactory evaluation in the subsequent evaluation in January, he/she may file a second grievance concerning this subsequent evaluation and that grievance will be subject to grievance arbitration. The standard to be applied by the arbitrator in rendering a decision concerning the employee's grievance concerning his/her evaluation shall require that the burden be upon the employee to prove that the County's evaluation was arbitrary and capricious. If the arbitrator sustains the grievance, the employee may be awarded a mid-year increase retroactive to the effective date of the preceding year in which the mid-year increase was denied.
- E. The County and union agree to establish a joint advisory Labor Management Committee to oversee the evaluation process. This Committee shall meet only on non-working time. It shall remain, however, the sole and exclusive authority of the County of Morris to evaluate its employees.

Section 5

Notwithstanding the previous sections of this Article, evaluations and other provisions shall remain applicable except there shall be no mid-year salary increases during the duration of this Agreement.

ARTICLE 16: Longevity

Section 1:

Each employee actively employed prior to July 1, 1990, and covered by this Agreement shall be paid in addition to the rates of pay set forth in Article 15 set forth above, a longevity increment based upon years of service with the Public Employer in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Percentage</u>
From 3 Ann to 8 Ann	1
From 8 Ann to 12 Ann	3
From 12 Ann to 16 Ann	5
After 16th Ann	7

Section 2:

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

Section 3:

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

Section 4:

The provisions of this Article 16 shall apply only to employees actively employed prior to July 1, 1990.

ARTICLE 17: Application of Benefits

The fact that provisional and part time employees are included under the terms of this agreement does not (unless otherwise expressly stated in this agreement) confer upon them the benefits that permanent, full time employees of the County of Morris are receiving or will receive under this Agreement.

Part time employees shall receive sick leave and vacation credits on a pro rata basis. The proration shall be computed based on the percentage of full time work the employee performs.

Further, the provisions of this Agreement shall not apply to any employee who has left the employ of the County of Morris prior to the date of signing of this Agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 2008, through the date of retirement of any employee retiring prior to date of signing of the Agreement. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2008 to the employee's last date of employment.

ARTICLE 18: Pensions

The Public Employer shall provide pension and retirement benefits to employees covered by this agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All new legislation which is mandatory will be implemented and all new enabling legislation will be subject to negotiations.

ARTICLE 19: Liability Insurance

During the term of this Agreement, the County shall continue the existing liability insurance coverage for employees covered by this Agreement during performance of their duties.

ARTICLE 20: Association Membership 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 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 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.

Section 4:

All new employees will be informed of the existence of Association Agreement at the time of hire by the Personnel Department and furnished with a copy thereof by the Association representative at the time the employee authorizes dues deduction.

ARTICLE 21: Association Rights

It is recognized by the parties to this Agreement, that the responsibility of handling grievances, administering this contract, and disposing of disputes which may arise, is a duty of the Association. It may be necessary for certain officers and representatives of the Association to attend these matters during the County's hours of operation. The right to conduct business by these representatives on County time is recognized as follows:

A. The President of the Association shall be permitted approximately one (1) hour each working day, i.e. from 3:30 p.m. to 4:30 p.m., during which time he/she may conduct Association business via telephone at his/her duty station.

B. In addition to the time provided to the Association President for telephone contact, he/she shall be permitted up to three hours per work week unassigned time which shall be used when necessary for the conduct of Association business, provided, however he/she shall obtain prior approval for the use of such unassigned time from his/her immediate superior, which approval shall not be withheld.

C. Two (2) members of the Association's Grievance Committee shall be permitted to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay. One of these representatives may be the President of the Association.

The County of Morris agrees that there shall be no discrimination, interference, restraint of coercion by the County or any of its agents against any employee because of his/her membership in the Association or because he/she is conducting within the limits prescribed above lawful activities on behalf of the Association.

The Association agrees it will not intimidate employees into membership or into conducting business of the Association on County time. The Association further agrees it will restrict the conduct of Association business by its members on County time to the times and circumstances set forth above.

D. Convention Leave shall be paid by the County in accordance with New Jersey law, N.J.A.C. 4A: 6-1.13. A total of three (3) paid days leave for the bargaining unit shall be granted to attend Shop Steward training and a total of five (5) unpaid days leave shall be granted to attend seminars and conferences. The Shop Steward shall obtain prior written approval for the use of such time from the Shop Steward's Department Director, and file the approved request with the Office of Labor Relations. Such approval shall not be unreasonably withheld.

ARTICLE 22: Expansion of Benefits

In the event the Board of Chosen Freeholders of Morris County should voluntarily grant major benefit improvements which normally would have uniform application among various groups of County employees or should voluntarily grant improved insurance benefits to any other group of County employees during the term of the Agreement, such benefits shall be granted on the same terms and conditions to employees covered by this Agreement without need for further negotiations. Improved insurance benefits shall include, but not be limited to, dental plans, optical plans, prescription drug plans and the like, but shall not include the prescription drug purchase program presently being provided to the employees of Morris View which cannot, by law, be extended to County employees who are employed other than by Morris View.

The foregoing clause shall not apply to any benefits directed to be given by an arbitrator in Police and Fire Interest Arbitration applying to County employee groups including employees of boards and commissions of Morris County.

ARTICLE 23: Non-Discrimination

Neither the County nor the Association will discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, sex, physical handicap, or liability for service in the Armed Forces of the United States.

ARTICLE 24: Disability Leave

The maximum weekly disability benefit for eligible employees shall be \$255.00 per week and the employees 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.

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 25: 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 Morris County Director of Labor Relations, or his/her designees, and the President of Morris Council 6A, or his/her designees, shall be the respective negotiating agents for the parties.

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

Section 3 - Subject to section 4 below, employees of the public employer who may be designated by Council 6A to participate in collective negotiation meetings called for the purpose of the negotiation of a collective negotiation agreement may be excused from their work assignments, without loss of pay.

Section 4 - The parties agree that during the negotiations for a successor contract, i.e., negotiations for a successor contract that will be effective January 1, 2004, and only such negotiations, each side may have up to five (5) bargaining team members, in addition to counsel, the Union President (for Council 6A) and the County Director of Labor Relations (for the County). The number of bargaining team members allowed per side for any future negotiations will be determined through negotiation and agreement of the parties.

ARTICLE 26: Work Boot Allowance

The work boot allowance shall apply to all supervisors in Public Works: Schedule A, Buildings and Grounds, Schedule C and Municipal Utilities Authority, Schedule D. It shall also apply to the Supervisors in the Engineering Department.

All claims for work boots shall be submitted annually by September 1 and reimbursement shall be made within 30 days.

Effective January 1, 2009, the annual boot allowance shall be \$90.00, with no limit on the number of boots, and the boots that are purchased must meet the requirements of ANSI or OSHA regulations.

ARTICLE 27: Maintenance of Terms and Conditions

The terms and conditions of employment agreed to and set forth in Schedules A - E, attached hereto, shall be maintained by the County during the life of this Agreement.

ARTICLE 28: Duration

This Agreement shall be in full force and effect as of the first day of January 2008 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 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:

Deane M. Ketchum

BOARD OF CHOSEN FREEHOLDERS
OF MORRIS COUNTY

By [Signature]

ATTEST:

Ethel M. Lentzloff 8/16/10

MORRIS COUNCIL NO. 6A,
NEW JERSEY CIVIL SERVICE ASSOCIATION

By Elizabeth Sutula 8/16/10

SCHEDULE A
Public Works

This schedule is for Automotive Service Center, Bridge Department, Road Department and Shade Tree Commission only. All terms and conditions are as per Supervisors' Agreement except as modified below:

Work Week:

(a) The normal work week shall be forty (40) hours. The work year shall be 52 weeks.

(b) ROAD DEPARTMENT ONLY:

(Day shift only) Inclement weather before noon will receive 12 hours worked, after noon will receive 11 ½ hours worked, if the general call out is in effect until 7:30 p.m.

Overtime:

Time and one-half (1 ½) shall be paid for all work performed in excess of eight (8) hours in a day. This applies only to the Automotive Service Center, Bridge Division, Road Division, and Shade Tree Commission.

Time and one-half (1 ½) shall be paid for all work performed in excess of forty (40) hours in any work week.

All paid time, with the exception of sick time, will be included in the computation of overtime beyond forty (40) hours worked in any week.

Call Outs:

All call outs between the hours of 12:00 a.m. and 6:00 a.m. shall be compensated at the rate of a four (4) hour call out if the time worked is less than four (4) hours. All call outs between the hours of 6:00 p.m. and 12:00 a.m. shall be compensated at the rate of a two (2) hour call out if the time worked is less than two (2) hours. In the event actual time worked on a call out should exceed the four (4) hours or two (2) hours provided, compensation shall be commensurate with time worked. Call outs are compensated at the employee's straight time hourly rate of pay.

Employees called out on weekends shall be compensated pursuant to applicable call out and overtime provisions of this schedule.

Standby Allowance:

Only one employee who is a supervisor from Public Works (Road Division, Bridge Division) shall be assigned to standby duty and shall receive a standby allowance of \$200.00 per week. As

it pertains to Shade Tree, only one employee who is a supervisor from the Shade Tree shall be assigned to Standby duty and shall receive a standby allowance of \$200.00 per week. Standby will be on a voluntary basis. In the event there are no volunteers, one will be appointed.

Scheduled Overtime Assignments:

(From on or about November 15 through on or about April 15)

Overtime shall be by position title required, using a rotating list based upon employee's length of service.

Emergency Call Outs

Required personnel shall be called out using the volunteer list for the district requiring such personnel. The volunteer list shall be a rotating list based upon length of service.

Meal Reimbursement:

- (a) Maximum of \$10.00 per meal per person.
- (b) Minimum of eight (8) hours work tour on week days and four (4) hours work tour on Saturday, Sunday and holidays to be eligible for meal.
- (c) Meal tickets to be signed by each individual dining, and meals listed separately.
- (d) Meal tickets to be returned to duty supervisor.
- (e) Meal tickets must have name of diner or restaurant on it.

WITH RESPECT TO EMERGENCY SNOW REMOVAL AND RECUPERATION TIME, it is the intent of the parties that these provisions apply primarily to the Road Department. However, to the extent that the County deems it necessary to use employees from Automotive Service Center, Bridge Department and Shade Tree Commission, who are qualified to perform snow removal, sand and salt spreading of roads, etc., the following will apply:

Emergency Snow Removal:

If a Supervisor is assigned to work as a Supervisor in a snow removal operation, she/he will be paid the hourly rate of a Road Supervisor or his/her current hourly rate whichever is greater, for the period of time that she/he is functioning as a Supervisor in the snow removal operation.

Recuperation Time:

The parties recognize that at certain times during the year it is necessary to require

employees to work extended hours due to weather conditions necessitating snow removal, sand and salt spreading of roads, etc. It is understood that in order to meet the needs of the County to ensure safe and proper conditions on the County roads that the supervisory personnel of Public Works be assigned to day and night shifts of 12 hours each. The day shift starts at 7:30 a.m. and continues through 7:30 p.m.

The night shift begins at 7:30 p.m. and continues through 7:30 a.m. the following day. Personnel are required to adhere to these shifts as circumstances dictate, based upon the needs of the department as determined by the County.

When employees who are assigned to the night shift are released from normal duty (7:30 a.m. - 4:00 p.m.) and instructed to return to work later that same calendar day, these employees shall be entitled to recuperation time (8 hours time off with pay) provided the employee works past 12:00 a.m. Recuperation time shall not be granted unless an employee has worked past midnight. In the event that such employees are released from normal duty (7:30 a.m. - 4:00 p.m.) and instructed to return to work that same calendar day, they shall not receive less than eight (8) hours pay for the calendar day on which they were sent home, regardless of the number of hours worked on that calendar day.

Recuperation time shall be taken during the next normal work day (7:30 a.m. - 4:00 p.m.) following the day when the employee worked extended hours past midnight.

Day shift employees (7:30 a.m. - 7:30 p.m.) shall not be entitled to recuperation time unless they, as in the case of night shift employees, work past midnight on a continuous tour of duty.

It is understood also that recuperation time shall only be earned while an employee is participating in a general (or modified general) call out of personnel who are responding on an extended basis and are involved in emergency snow removal, salting and spreading operations, or under such other circumstances wherein the County determines it is necessary to employ a general call out of personnel, or modified general call out of personnel, to ensure safe and proper conditions on the County road systems and County property.

It is also understood that the County Public Works Director, or his designee, shall have the right to use a modified general call out procedure, whereby only the number of employees actually needed as determined by the emergency, will be called out. A modified general call out will be used based on the weather conditions in the County and the areas which warrant immediate attention. All other provisions governing a general call out shall apply.

Clothing Allowance

The Road and Bridge Division Supervisors shall continue to receive three (3) golf shirts and three (3) t-shirts annually.

SCHEDULE B
Juvenile Detention Center & Youth Shelter

This schedule is for the Detention Center and Youth Shelter only. All terms and conditions are per the Supervisors' Agreement except as modified below:

Work Week:

The normal work week shall be forty (40) hours.

Work schedules shall be posted one (1) week in advance, except as noted herein.

Overtime:

All employees who work in excess of eight (8) hours in one day or forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1 ½) their regular hourly rate for all overtime hours worked.

All paid leave time, with the exception of sick leave, shall be included for the computation of overtime beyond forty (40) hours worked in any work week.

Holidays:

All employees who work on a holiday shall be compensated at the rate of time and one-half (1 ½) of their regular hourly rate for each hour worked and shall receive one (1) compensatory day off for the holiday worked. Compensatory time shall be taken at the employee's discretion, subject to the needs of the service.

Break Time:

Each employee shall be entitled to one (1) 15 minute break during each eight (8) hour shift and said break to be taken out of the presence of the residents. Break-time to be allowed except in cases of emergencies.

Easter Sunday:

All employees who work on Easter Sunday shall be compensated at the rate of time and one-half (1 ½) of their regular hourly rate for each hour worked.

On-Call Allowance – Detention Center Only

Designated Staff Members of the Detention Center who are "on-call" due to the unavailability of the Director and the Assistant shall receive a \$100.00 allowance for covering the period from 5:00 p.m. on Friday to 9:00 a.m. on Monday, or a pro rata portion of such allowance if the coverage is part of a weekend or if the weekend hours are covered by or divided

between two or more employees. On holidays requiring "on-call" status, the covering employee shall receive a \$50.00 allowance for the coverage period from 5:00 p.m. the day before the holiday to 9:00 a.m. the day after the holiday. The parties acknowledge that this "on-call" coverage is intended only for emergent or unusual situations.

Clothing Maintenance Allowance: - Detention Center Only

Effective January 1, 2006, the County shall provide a clothing maintenance allowance as follows:

- Section 1: The Juvenile Detention Center shall continue to issue initial uniforms upon hiring/promotion. Thereafter, an annual clothing maintenance allowance of four hundred dollars (\$400) shall be provided payable during the first pay period in April, provided that employees were not hired/promoted within that calendar year.
- Section 2: These funds will be designated for the purpose of proper maintenance and replacement of authorized Center uniforms. The County reserves the right to exercise its discretion to direct staff to replace any component of the approved uniform that is in poor condition or does not lend itself to a professional appearance. Staff shall replace uniform items with only Center approved items.

SCHEDULE C
Buildings & Grounds

This schedule is for Buildings & Grounds only. All terms and conditions are as per the Supervisors' Agreement except as modified below:

Work Week:

The work week shall be thirty seven and one-half (37 ½) hours. The work week shall be forty (40) hours for employees holding the titles of Assistant Superintendent of Maintenance, General Supervisor of Trades and General Supervisor of Maintenance and salaries of affected employees shall be adjusted accordingly.

Overtime:

Overtime shall be paid at the rate of time and one-half (1 ½) for all work in excess of forty (40) hours in a week for employees whose work week is forty (40) hours.

Overtime shall be paid at the rate of time and one-half (1 ½) for all work in excess of thirty seven and one-half (37 ½) hours in a work week for employees whose work week is thirty seven and one-half (37 ½) hours.

Overtime shall be paid at the rate of time and one-half (1 ½) for all work in excess of thirty five (35) hours in a work week for the General Supervisor Building Service and Supervisor Building Service (night shift only).

Effective January 1, 2006, employees shall be permitted the option of compensation time in lieu of pay for overtime. Employees opting for compensatory time shall be limited to a maximum of forty (40) compensatory hours accumulation at one time.

Call Outs:

Call outs shall be compensated at the rate of a four (4) hour call out, if the time worked is less than four (4) hours. All time worked in excess of the first four (4) hours shall be paid at the rate of time and one-half (1 ½) including the first four (4) hours.

Clothing Allowance:

The County shall make available two (2) shirts and two (2) pants once each calendar year to employees in the Buildings & Grounds Department.

Day shift workers shall receive one (1) winter jacket, one (1) pair rubber boots, one (1) pair rubber coveralls, one (1) rubber jacket. Each article is to be replaced only when it wears out.

The Supervising Security Guard shall receive in addition to two (2) pants and two (2)

shirts, one (1) winter jacket, one (1) summer jacket, one (1) hat, two (2) badges. The Jacket and hat are to be replaced only when they wear out.

The General Supervisor of Trades, Assistant Maintenance Superintendent and General Maintenance Supervisor shall receive a \$200.00 clothing allowance in lieu of County issued uniforms/clothing.

Meal Reimbursement:

- (a) Maximum of \$10.00 per meal per person.
- (b) Minimum of eight (8) hours work tour on week days and four (4) hours work tour on Saturday, Sunday and holidays to be eligible for meal.
- (c) Meal tickets to be signed by each individual dining, and meals listed separately.
- (d) Meal tickets to be returned to duty supervisor.
- (e) Meal tickets must have name of diner or restaurant on it.

Snow Removal:

1. County employees holding the following titles in the Division of Buildings and Grounds will not be involuntarily assigned to snow removal duties except under the circumstances described herein: Senior Carpenter, HVAC Mechanic, Supervising HVAC Mechanic, Senior Mason, Painter, Senior Painter, Supervising Plumber, Supervisor Building Services, Senior Clerk, Principal Clerk Typist, Security Guard, Carpenter, Electrical Specialist, Electrician, Mason, Plumber, Senior Electrician, Senior Plumber, Supervising Carpenter, and Supervising Painter.

2. Although employees holding the titles cited in paragraph 1, above, may not be involuntarily assigned to snow removal duties, the parties hereby agree to allow such employees to accept snow removal duties on a voluntary basis, in accordance with the terms set forth below:

- a. The County reserves the right to obtain additional manpower to remove snow from any source, regardless of the number of employees who volunteer, in order to assure an adequate total staffing of its snow removal operation, provided, however, that all volunteers on the list have either been called in or have declined the offer of call-in.
- b. Employees who volunteer shall have their names placed on a single list.
- c. During a snow emergency, voluntary snow removal work shall be offered to the employees on the list, to the extent necessary for the County to meet its snow removal manpower needs.
- d. Any employee volunteers absent from snow removal duties more than three (3) times in any winter season (November 15-April 15) may be subjected to progressive discipline.

- e. Employees represented by Morris Council No. 6A who are lawfully assigned or who accept voluntary snow removal shall receive overtime compensation in accordance with the "Overtime" provisions of Schedule C.
 - f. The foregoing shall in no way prevent the County from assigning snow removal duties to any job title to which such duties may properly be assigned pursuant to the Final Administrative Action of the Commissioner of Personnel in the action, In the Matter of Morris County Snow Removal Policy, Docket No. 2003-1383, issued February 19, 2003. Nor shall the foregoing be interpreted to require the County to offer voluntary snow removal duty to any employee when, in the County's judgment, it already has sufficient manpower on hand. These terms are applicable only to the Division of Buildings and Grounds and shall in no way effect or impact upon the overtime or work assignment practices, including practices relating to snow removal, in any Department or Division of the County other than the Division of Buildings and Grounds.
 - g. Beginning with the winter season of 2004-2005 and continuing thereafter, the deadline for employees to volunteer for snow removal for the coming winter season will be September 30.
 - h. Anyone on the volunteer list who is on a scheduled vacation or legitimate sick leave shall not be penalized for not responding to snow removal duties.
3. When the County closes or has a delayed opening, all employees, volunteers and lawfully assigned, shall be paid time and one-half (1 ½) for the part of their regular work shifts during which they performed snow removal duties while the County was closed.

SCHEDULE D
Municipal Utilities Authority (MUA)

This schedule applies to M.U.A. supervisory employees of the Water Division and Recycling Division only. All terms and conditions are as per the Supervisors Agreement except as modified below:

Work Week:

- (a) The normal work week shall be forty (40) hours. The work year shall be 52 weeks.
- (b) Schedule for supervisors of the Curbside Recycling Collection Program shall consist of 8 ½ hours per day (½ hour unpaid lunch). Starting and ending hours may vary from 6:00 a.m. through 2:30 p.m. to 7:30 a.m. through 4:00 p.m.

Overtime:

- (a) Time and one-half (1 ½) shall be paid for all work performed in excess of forty (40) hours in any work week.
- (b) All paid time, with the exception of sick time, will be included in the computation of overtime beyond forty (40) hours worked in any week.

Holidays

- (a) The MUA will attempt to recruit the needed supervisory personnel for holiday work on a voluntary basis. If it does not recruit the necessary number of supervisors for any particular working holiday on a voluntary basis, it may attain the additional needed number of supervisors by requiring certain supervisors to work via the use of a rotating list.
- (b) An employee who works on a holiday shall receive his regular holiday pay plus compensation at the rate of 1 ½ his regular rate of pay for the hours worked or compensatory time off equivalent to the number of hours worked.

Call Outs (Water Division only):

All call outs between the hours of 12:00 a.m. and 6:00 a.m. shall be compensated at the rate of a four (4) hour call out if the time worked is less than four (4) hours. All call outs between the hours of 6:00 p.m. and 12:00 a.m. shall be compensated at the rate of a two (2) hour call out if the time worked is less than two (2) hours. In the event actual time worked on a call out should exceed the four (4) hours or two (2) hours provided, compensation shall be commensurate with time worked. Call outs are compensated at the employee's straight time hourly rate of pay.

Employees called out on weekends shall be compensated pursuant to applicable call out

and overtime provisions of this schedule.

Scheduled Overtime Assignments (Water Division only):

(From on or about November 15 through on or about April 15)

Overtime shall be by position title required, using a rotating list based upon employee's length of service.

SCHEDULE E
Morris View Healthcare Center

Work Hours and Work Week – The current practice and policy regarding work week, hours of work and overtime will remain in effect.

- a. Overtime – shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay for each hour worked in excess of the normal work week.

In computing hours worked for purposes of overtime, all paid time, with the exception of sick time or time taken in lieu of sick time, shall be counted as hours worked.

- b. The Employer may dock lateness on a minute-for-minute basis.

Holidays

- a. Applicable to employees who do not work Monday through Friday. Premium pay for hours worked on each of the following holidays will be paid only for hours worked on dates specified below and not for hours worked on the days that such holidays may be observed by Morris View:
New Year's Day – January 1
Independence Day – July 4
Christmas Day – December 25
- b. Premium pay, time and one half (1 ½) the employees regular hourly rate, for all other holidays enumerated under Article 3 Section 1 will be paid only for hours worked on the day the holiday is observed at Morris View.
- c. Each full time employee shall receive one (1) holiday per month which shall be scheduled by the Department.
- d. The remaining two (2) holidays may be requested by the employee any time during the calendar year and shall be granted with the approval of the Division Head.
- e. In the alternative, the holidays off shall be scheduled as requested by the employee, and approved by the Division Head.
- f. All part time employees on a holiday shall receive time and one half (1 ½) their regular hourly rate for all hours worked.
- g. If upon termination an employee has used more holiday leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay an amount equal to his/her daily rate of pay for each day of holiday leave taken in excess of the number of holiday leave days to which he/she is entitled.

Easter Sunday

All employees who work on Easter Sunday, which is not a holiday under this agreement, shall receive time and one-half (1 ½) their regular hourly rate for all hours worked.

Longevity

Each Employee actively employed prior to December 6, 1994 and covered by this Agreement and this Schedule shall be paid in addition to the rates of pay set forth in Article 15 a longevity increment as set forth in Article 16.

Sick Leave

Section 1

All provisions of Article 4 Sick Leave shall be applicable except as noted below:

An accumulation of twelve (12) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of twelve (12) days must be accounted for with a physician's certificate if the time is to be approved with pay.

Section 2

Incentive to Reduce the Use of Sick Leave:

- a. Employees on the payroll on January first (1st) of each prior year who have accumulated, as of December 31st of the same year, thirty (30) days or more of accumulated sick leave, shall have an option to receive payment at their regular rate of pay for unused sick leave based on the following schedule:

<u>Number of Sick Days Used</u>	<u>Number of Sick Days Paid</u>
0	10
1	8
2	6
3	4
4	2
5 or more	0

- b. Employees on the payroll on January first (1st) of each prior year, who have not accumulated thirty (30) days or more of accumulated sick leave, as of December 31st of the same year, shall have an option to receive payment at their regular rate of pay for unused sick leave based on the following schedule:

<u>Number of Sick Days Used</u>	<u>Number of Sick Days Paid</u>
0	5
1	4
2	3
3	2
4	1
5 or more	0

Payment of unused sick days, as described above, shall be made on the second pay of the following January. The number of sick hours paid will be deducted from the employee's accumulated sick hours.

Meal Discount

The \$2.00 meal discount shall be discontinued effective September 1, 2010.

Shift Differential

A shift differential of 0.65¢ per hour shall be paid to all employees working after 2:00 p.m. and before 7:30 a.m. Shift differential shall be added to the base salary prior to computation of overtime. Employees, whose regular shift start time is before 7:00 a.m. or after 2:00 p.m., shall receive a shift differential payment for all hours worked after 2:00 p.m. and before 7:30 a.m. at a rate of .65¢ per hour.

In the case of an employee starting work on the day shift who then continues to work on the second shift on that day, the employee shall only be paid shift differential for hours worked past 3:30 p.m.

Shift differential shall not apply when sick time is used. Shift differential shall be applicable to time worked only.

Effective December 31, 2010 shift differential shall be added to base salary after the computation of overtime.

Weekend differential

All bargaining unit employees who work between the hours of 11:00 p.m. Friday and 11:00 p.m. Sunday shall receive weekend premium of 0.70¢ per hour, which premium is to be added to their gross pay prior the computation of overtime.

Weekend differential shall not apply when sick time is used. Weekend differential shall apply to time worked only.

Effective December 31, 2010 weekend premium shall be added to gross pay after the computation of overtime.

Health Benefits

Notwithstanding the language of Article 7: Health Benefits:

- a. Employees hired after December 6, 1994 shall not be eligible for the Medallion Plan coverage.
- b. An employee, full-time or part-time, who was eligible for health benefits prior to December 6, 1994, shall remain eligible for health benefits as long as the employee continues to work twenty or more hours each week. Any employee hired after December 6, 1994, must regularly work 32 hours or more each week to be eligible for health benefits.
- c. All employees shall be eligible for retiree health benefits in accordance with the Board of Chosen Freeholder Resolution No. 11 adopted on July 9, 1997, except as modified by Article 7 for employees hired after the execution of this Agreement.

Terms and Condition of Employment

Schedule E along with the remainder of the Collective Bargaining Agreement shall represent the fully bargained terms and conditions of employment applicable to the employees at Morris View Healthcare Center who were previously covered by the Council 6A Morris View Supervisors collective bargaining agreement. In the event that a term and condition of employment was omitted from this collective bargaining agreement but was previously covered in the Council 6A Morris View Supervisors collective bargaining agreement and was not the subject of negotiations, the parties agree to negotiate over said conditions.