

AGREEMENT BETWEEN
THE BOARD OF CHOSEN FREEHOLDERS
OF MORRIS COUNTY

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
(COMMUNICATIONS OPERATORS UNIT)

January 1, 2011 – December 31, 2014

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PREAMBLE

This Agreement entered into this 28 day of March, 2013 by and between Local 1040, the Communications Workers of America, AFL-CIO, hereinafter referred to as "the Union" and The County of Morris, hereinafter referred to as "the Employer" has its purpose the promotion of harmonious relations between the Union and the County. It is further the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein all agreements between parties concerning rates of pay, ours of employment and other conditions of employment.

ARTICLE I: RECOGNITION AND SCOPE

Section 1:

The county of Morris hereby recognizes the Communications Workers of America (CWA) as the sole and exclusive representative of all permanent full time employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employee-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:

INCLUDED: Public Safety Telecommunicator Trainee, Public Safety Telecommunicator, and Senior Public Safety Telecommunicator

EXCLUDED: All other titles

Section 2:

Any position title established on or after January 1, 2007 and during the term of this agreement shall be discussed with the Union 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 with New Jersey Public Employment Relations Commission to determine the status of the position title under this Agreement.

Section 3:

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: MANAGEMENT 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 a 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 Employer;
2. To direct its working forces and operations;
3. To hire, promote and assign employees in accordance with law and the provisions of this agreement;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees in accordance with the provisions of this Agreement; 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 rules and regulations, from time to time, which may affect the order and efficient administration of the Employer subject N.J.S.A. 34:13A-5.3.

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 in pursuant thereto, shall be limited only by the terms of this Agreement and to the laws of the State 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 the State of New Jersey or of the United States.

ARTICLE III: DUES DEDUCTION & REPRESENTATION FEES

- A. Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of said employee from his/her paycheck. This deduction will be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the Morris County Office of Personnel in writing of the exact amount of such regular membership dues to be deducted. Authorization must be in writing and comply with the provisions of NJSA 52:14-15.9e of the statutes of New Jersey. A copy of a list of employees from whose pay such deductions were made shall also be delivered to the Local Union President. Deduction of union dues made pursuant hereto shall be remitted by the Employer to the Union, c/o Secretary/Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street, N.W., Washington, DC 20001-2797, by the tenth (10th) day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued against the Employer under the provisions of this Agreement.
- B. The Employer agrees, upon request, to furnish to the Local Union a list with the names of newly hired employees, their addresses, classifications of work, rates of pay, their dates of hire and the names of terminated employees, together with their dates of termination and names of employees in the bargaining unit. However, the aforementioned request by the Union is not to exceed more than a bi-monthly request.
- C) The Union has a the right (Docket Number PD-2007-003) to deduct representation fees from non-member employees in accordance with NJAC 19:19-1.1 et seq.

ARTICLE IV: COLLECTIVE NEGOTIATIONS PROCEDURE

Section 1:

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

Section 2:

Employees of the public employer who may be designated by the Union 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 3:

Ordinarily, not more than three (3) representatives of each party plus Union Staff shall participate in collective negotiation meetings, but the number of such representatives shall be equal and agreed upon in advance of such meetings. Requests shall not be unreasonably denied.

ARTICLE V: 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 Board of Chosen Freeholders 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 be reduced to writing and submitted as a grievance.

Section 3: Procedure

Step 1

The grievant shall institute action under the provisions thereof in writing, signed and delivered to the Division Head 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. The Division Head shall render a decision within ten (10) working days of receipt of the grievance.

If the grievance is not settled, the same shall be presented in writing by the employee to the Department Director within ten (10) working days. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. The Department Director shall render a decision within ten (10) working days of receipt of the grievance.

Step 1 may be waived by mutual agreement between the parties.

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 ten (10) calendar 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) calendar days.

Step 3

In the event there is not a satisfactory resolution of the grievance at Step 2 or a decision rendered by the Director of Labor Relations within the time allowed, the aggrieved employee may appeal to the County Administrator within ten (10) calendar days thereafter. Where an appeal is filed with the County Administrator, the grievance shall file:

- (1) Copy of the written grievance discussed below;
- (2) A statement of the results of prior discussions thereon, and
- (3) A statement of the grievant's dissatisfaction with such results.

If the grievant in his appeal to the County Administrator, does not request a hearing, the County Administrator may consider the appeal on the written record submitted to it or the County Administrator or his/her designee may, on his/her own, conduct a hearing; or may request the submission of additional written material. Where additional written materials are requested by the County Administrator or his/her designee, copies thereof shall be given to the aggrieved employee who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the County Administrator or his/her designee, a hearing shall be held.

The County Administrator shall make a determination within twenty (20) working days from the receipt of the grievance and shall give written notification to the aggrieved employee, his representative and other parties if any, of his/her determination. This time period may be extended by mutual agreement of the parties.

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 Union only may submit the contractual grievance to final and binding arbitration within 30 calendar days as provided in Rule 19:12-14 of the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

- A. Nothing in the Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before New Jersey Department of Personnel. 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.
- B. Where the grievance involved an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to New Jersey Department of Personnel is available, the individual must present her complaint to New Jersey Department of Personnel Service directly.
- C. The arbitrator shall be selected on a case-by-case basis as follows:
 1. By selection from the panel of arbitrators maintained by the Public Employment Relations Commission; or
 2. By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- D. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the Merit System Board. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of

the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.

- E. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.
- F. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- G. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- H. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- I. 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. Disciplinary disputes shall be subject to the Grievance Procedure herein set forth to the extent indicated above.
- J. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
- K. There shall be no loss of pay to employee for time spent either as a grievant or Union Representative in any step of the Grievance Procedure.
- L. Employee grievance shall be presented on prepared forms. The Grievance Procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.
- M. Grievance resolutions or decisions at Step 1 through Step 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representative 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.

- N. One (1) Union member, designated by the Union, shall be allowed a maximum of one hour during working hours to investigate each grievance.
- O. The Employer shall make available to the Union upon request all necessary and pertinent information regarding the grievances except information which is privileged under law including but not limited to patient medical records. Information from an employee's personnel file will only be released with permission from the employee.

Section 4: Minor Discipline

- A. Permanent employees only:
 - 1. Discipline in the form of warning and/or reprimands shall be subject to the first three steps of the grievance procedure.
 - 2. Discipline for a contractual dispute, which results in loss of pay for five (5) days or less shall be subject to the grievance procedure up to and including arbitration.
- B. Provisional employees shall be disciplined in accordance with applicable Civil Service Rules and Regulations
- C. To demote, suspend, discharge or otherwise take disciplinary action against employees in accordance with the provisions of this agreement; the requirement of taking disciplinary action against employees for cause and in accordance with Law is applicable only to permanent employees under Civil Service.

ARTICLE VI: VACATIONS

Section 1:

<u>Length Of Service</u>	<u>Vacation Leave</u>
Less than one year	8 hours for each month worked During the first year of employment
From 1 st Anniversary to 6 th Anniversary	96 hours
From 6 th Anniversary to 12 th Anniversary	120 hours
From 12 th Anniversary to 18 th Anniversary	144 hours
From 18 th Anniversary to 24 th Anniversary	168 hours
From 24 th Anniversary	200 hours

Section 2:

The vacation period for employees shall begin January 1st of each year and continue in effect until December 31st of each year. Annual leave shall be taken, subject to the needs of service, during the current vacation period. After the first year of employment vacation leave shall be credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year.

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. No employee shall have an accumulation on December 31st of any given year which exceeds the hours entitled during the previous eighteen (18) months of employment.

Section 4:

Annual vacation shall be granted only with prior approval of the supervisor. Vacation requests for the year shall be submitted by March 15 of that year. Vacation requests shall be approved based upon seniority, which is defined by the employees hire date at the Communication Center.

All other requests for vacation shall be approved based upon date of submission and the needs of the Division. A supervisor may require six (6) weeks prior notice of extended vacation and is authorized to plan vacations so as to not interfere with responsibility of orderly work. In scheduling vacations, management will consider seniority of employees involved and the orderly flow of work within the work unit. Vacation requests shall not be unreasonably denied.

Section 5:

Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on a prorated basis of the existing vacation schedule. Vacation will be calculated for terminated employees based on his vacation entitlement in accordance with length of 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 daily rate of pay deducted from his final pay, for each day of annual vacation taken in excess of the number which he was entitled. Vacation shall be prorated in accordance with the schedule above.

Section 6:

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 lay off, shall not be eligible for 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 periods of absence sixty-four (64) hours 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 time.

Section 7:

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

Section 8:

Upon the death of an employee, any earned and unused vacation leave and compensatory time shall be calculated and paid to the estate of the deceased.

ARTICLE VII: UNION RIGHTS

Section 1: Shop Stewards

Employees designated as shop stewards (not to exceed two (2) stewards and one (1) alternate) will be given reasonable time off from their regular duties to investigate and discuss grievances, provided that designated shop stewards obtain permission from the Director of Communications or his/her designee. Such permission shall not be unreasonably denied. Under no circumstances shall shop stewards or alternates be discriminated against because of their position, but at all times they shall perform their work duties and responsibilities to the Employer as any employee would be required to perform same. The Union shall provide to the Employer a list of all employees designated as shop stewards and alternate shop stewards and shall notify the Employer of any changes to those designations as they occur.

Section 2: Visitation

Union representatives or their designees shall have the right to enter the facility in order to discharge their duties between 8:00 a.m. and 6:00 p.m. Monday to Friday upon the giving of at least three (3) hours notice to the Director of Communications or designee. The above notice shall not be required in the case of an emergency. Such access shall not interfere with the normal operation of the Employer and shall not be abused. Such access may only be denied in the case of an emergency or an unusual situation.

Union representatives shall have access at times other than those mentioned above upon the giving of two (2) days notice to the Director of Communications or his/her designee to visit the facility. Permission to enter the facility shall be granted, upon the giving of such notice, provided that such a visit would not be unreasonable under the circumstances.

Section 3: Leave

A maximum of fifty-six (56) hours of paid leave and fifty-six (56) hours unpaid, in the aggregate, leave will be granted during any calendar year for attendance at Union conventions or meetings. Requests for Union leave time must be made in writing at least two (2) weeks in advance to the Director of Communications or his/her designee. Exceptions may be made to the two (2) week limit only if the written request is received by the Director of Communications or his/her designee from the President of the Local within five (5) days of the requested Union leave.

Section 4: Bulletin Boards

The Employer shall provide the Union with a reasonably-sized space on existing bulletin boards at a mutually convenient at the work site. This space may be used to advise members of the unit of matter on Union business directly affecting their terms and conditions of employment. It may also be used to notify employees of social function

The County shall permit the Union reasonable use of designated bulletin boards located in work areas for the posting of notices concerning Union business and activities, provided any such notices shall not contain salacious and/or inflammatory material. Postings shall be initialed by unit shop stewards

ARTICLE VIII: HOLIDAYS

Section 1:

All employees shall be granted the following paid holidays:

- | | |
|----------------------------------|----------------------|
| 1. New Years Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Election day |
| 4. President's Day | 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 Employer, employees may be granted any other days declared to be holidays by proclamation of the President or the Governor.

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.

Holiday compensation for hours worked on each of the following holidays will be paid for hours worked on the dates specified below and not for hours worked on the days that such holidays may be observed by the Employer:

New Year's Day	January 1
Independence Day	July 4
Christmas Day	December 25

Holiday compensation for all other holidays enumerated under Section 1 above will be paid only for hours worked on the day the holiday is observed by the Employer.

Section 4:

If an employee is required to work on any of the holidays designated under Section 1 of this article, he/she shall be paid at the rate of time and one-half (1½) their regular hourly rate for all hours worked on such day in addition to the eight (8) hours regular straight pay for such holidays.

Effective January 1, 2013 holiday time paid at the rate of two and one half (2½) times the employee's hourly rate shall be eliminated. All holiday time shall be paid at the rate of one and one half (1½) times the employees hourly rate. Employees shall receive a bank of 160 hours. Holiday time not taken during the year shall be paid at the end of the year.

Section 5:

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

Public Safety Telecommunicators and Senior Public Safety Telecommunicators who have the Friday after Thanksgiving Day as a scheduled day off shall be compensated eight (8) hours straight time.

Section 6:

In addition to the holidays set forth in Section 1, any employee who works on Easter Sunday will be paid time and one-half (1½) for all hours worked on Easter Sunday.

ARTICLE IX: SICK LEAVE

Section 1:

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care-or attendance of such employee. Immediate family means father, mother, spouse, domestic partner, child, foster child, stepchild, sister or brother of the employee. It includes 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 eight (8) hours per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before end of said year, and the employee has used more sick leave than appropriate on pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled. Each employee will be credited with one hundred and twenty (120) hours of sick leave annually for each succeeding calendar year of full time employment, which is accumulative. Sick leave cannot be used as terminal leave. There shall be no accumulated time under any circumstances for sick leave when leaving the employ of the County except and only as provided in Section 5 of this Article.

If, upon termination after a year's service, an employee has used more sick leave than that to which he is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he is entitled.

Section 3:

Notice of absence is required as follows: In all cases of illness, each employee is required to notify the Communications Center at the earliest possible time, but in no event later than two (2) hours before his/her reporting time or as necessitated by the circumstances.

It is recognized that there may be instances when it is impractical or impossible to give daily notice as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or member of the employee's family notify the supervisor or the Communications Center giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirement of notice shall be enforced. Failure to give notification 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 forty (40) consecutive hours shall constitute a resignation pursuant to New Jersey Department of Personnel (Civil Service) Rules and Regulations.

Section 4:

A certificate from a licensed physician in attendance shall be required as sufficient proof of need for a 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 thirty-two (32) concurrent hours, the Employer will not require production of the physician's certificate.

An accumulation of eighty (80) sick hours, 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 eighty (80) hours may 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:

Any employee who retired on or after January 1, 1987 shall be reimbursed for accumulated sick time based on the schedule below:

Thirty (30%) percent of the value of the sick time at the time of retirement to a maximum of ten thousand (\$10,000) dollars.

Eligibility for retirement shall be determined based upon receipt of Public Employees Retirement System or Social Security retirement benefits.

Section 6:

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

ARTICLE X: 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, Wrap Around, Major Medical Plan (Employer's Medical Insurance Plan)

The HMO Plan

PPO Plan

Upon execution of this Agreement all employees currently enrolled in the Wraparound Plan shall transfer to the PPO (Employer's Medical Insurance) plan. The Wraparound Plan will no longer be available for enrollment.

Upon execution of this Agreement employees enrolled in the Medallion Plan shall have the opportunity to transfer to another plan.

- B. Effective January 1, 2007, 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 insurance premium.

Effective November 8, 2010 each employee covered by the Medallion plan 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 base salary plus three percent (3%) of the annual premium.

Upon execution of this Agreement employees enrolled in the Medallion Plan shall contribute the greater of the following:

1. Sixty percent (60%) of the difference between the cost of the Medallion Plan and the PPO Plan, plus one and one half percent (1.5%) of base salary plus three percent (3%) of the premium, or

2. In accordance with Chapter 78.

- 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. Employees hired after June 1, 1993 shall not be eligible for coverage under the Medallion Plan and they may select either the Employers Medical Plan or HMO only.

- E. Effective January 1, 2007 each employee covered by the Employer's Medical Plan (Wraparound Medical Insurance Plan) and the HMO Option shall have an amount deducted from each paycheck which shall be equal to the equivalent of three percent (3%) of the annual medical insurance premium.

Effective November 8, 2010 each employee covered by the Employer's Medical Plan (Wraparound Medical Insurance Plan) 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 base salary plus two and one half percent (2.5%) of the annual premium.

Upon execution of this Agreement employees enrolled in the PPO Plan shall contribute the greater of the following:

- 1. One and one half percent (1.5%) of base salary plus two percent (2%) of the premium, or**
- 2. In accordance with Chapter 78.**

Effective November 8, 2010 each employee covered by the HMO Option shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of one and one half (1.5%) of base salary.

Upon execution of this Agreement employees enrolled in the HMO Option plan shall contribute in accordance with Chapter 78.

F. Retiree Health

Effective November 8, 2010, plan changes to deductibles and co-payments shall be implemented pursuant to the Memorandum of Agreement signed between the parties and delineated in the health benefit books issued by the insurance company for Morris County employees.

Employees hired after November 8, 2010, 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 "stand alone" Prescription Drug Plans for employees and their eligible dependents, for the duration of this Agreement shall be:

\$5.00 for generic drugs
\$10.00 for Brand Name Drugs
\$20.00 for non-preferred Drugs

Upon execution of this Agreement the co-payments shall be:

\$1.00 for generic drugs

\$20.00 for Brand Name Drugs

\$35.00 for non-preferred Drugs

Section 3:

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 4:

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 pro-rated for less than a full year of 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 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 5:

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 6:

The Hospital, Surgical, Major Medical Plan and Prescription Drug Plan and 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 XI: GROUP LIFE INSURANCE

Section 1:

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

Section 2:

Under the Public Employee's Retirement System of New Jersey, one and one-half (1½) times the amount of base annual wage life insurance is provided free of charge.

Section 3:

After the first twelve (12) months members during which the remaining one and one-half (1½) 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 provided the required notification is given.

Section 4:

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

Section 5:

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 shall be subject to negotiations.

Section 6:

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

ARTICLE XII: 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 XIII: OTHER LEAVE TIME

Section 1: Jury Duty

Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance. When granted 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 incorporate herein by reference.

Section 3: Personal Leave

Employees covered by this Agreement shall be entitled to sixteen (16) hours of paid personal leave days that must be used for (a) emergencies, (b) observation of religious or other celebrations but not holidays as defined herein or (c) personal business.

Requests for personal leave days shall be submitted to the Director of Communications or his/her designee in writing two (2) workdays in advance. In the case of emergencies, an employee shall request personal leave at least two (2) hours in advance. The Director of Communications or his/her designee approves requests for personal leave. Approval of a request shall not be unreasonably denied.

Employees shall not be required to state any reason in using personal days of absence. Such leave credit shall not accumulate. Unused balances in any year shall be cancelled.

Section 4: Bereavement Leave

A) The Employer shall provide non-cumulative bereavement leave with pay not to exceed twenty-four (24) hours per incident in the case of the employee's spouse, child, stepchild, brother, sister, mother, father, mother-in-law, father-in-law, step-parent, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, civil partners. 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. Eight (8) working hours 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 IX, Sick Leave. Proof of death may be required by the Division Head.

Section 5: Family Leave

Employees will be eligible for family leave, including adoption, as set forth in the New Jersey Family Leave Act and/or the Federal Family Leave Act, those provisions to apply which are broader in the event of an inconsistency between the acts. This provision shall not constitute additional leave time benefits already provided for under this Agreement.

ARTICLE XIV: LIABILITY INSURANCE

Through 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 XV: STORM DAYS AND EMERGENCIES

All employees are essential personnel and must comply with County policy 1:3:08.

ARTICLE XVI: SALARIES

Section 1: Public Safety Telecommunicators and Senior Public Safety Telecommunicators Wages

Effective January 1, 2012 any Public Safety Telecommunicators or Senior Public Safety Telecommunicators employed on or before January 1, 2012 shall receive a one and three quarter (1.75%) percent increase to base salary. There shall be no step movement.

Effective January 1, 2013 any Public Safety Telecommunicators or Senior Public Safety Telecommunicators employed on or before January 1, 2013 shall receive a one and three quarter (1.75%) percent increase to base salary. There shall be no step movement.

Effective January 1, 2014 any Public Safety Telecommunicators or Senior Public Safety Telecommunicators employed on or before January 1, 2014 shall receive a one and three quarter (1.75%) percent increase to base salary. There shall be no step movement.

Section 2: Public Safety Telecommunicator Trainees

Effective January 1, 2012 all Public Safety Telecommunicator Trainees shall receive an increase to \$39,344.

Effective January 1, 2013 all Public Safety Telecommunicator Trainees shall receive an increase to \$40,033.

Effective January 1, 2014 all Public Safety Telecommunicator Trainees shall receive an increase to \$40,734.

ARTICLE XVII: OVERTIME

Section 1:

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 forty hours in any 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.

Section 2:

Employees shall have the option of taking compensatory time, in accordance with County policy, in lieu of cash payment for overtime upon advanced scheduling and approval by the Director or Communications or his/her designee. Compensatory time off must be approved by the Director of Communications or his/her designee.

Section 3:

Scheduled overtime will be posted. Special details will be assigned by the Director of Communications or his/her designee.

In the event of unscheduled overtime, every effort will be made to replace individuals by job title, on a seniority basis. A rotational list of employees, by title, will be utilized in filling unscheduled overtime.

If the entire list of Public Safety Telecommunicators is rotated through without success of filling the overtime, the Senior Public Safety Telecommunicator list would then be utilized.

In the even there is no volunteer to cover the overtime, a mandatory call-in procedure would be used utilizing a similar procedure, utilizing reverse seniority (or the lowest senior person on shift will be ordered to stay).

Section 4:

A seniority list shall be prepared by placing the name of the Senior Public Safety Telecommunicator or Public Safety Telecommunicator who is most senior (in years of service) at the top of the list and placing the name of each Senior Public Safety Telecommunicator or Public Safety Telecommunicator less senior (in years of service) thereafter. It shall be noted when a Senior Public Safety Telecommunicator or Public Safety Telecommunicator refuses or fails to report for duty when called or those who cannot be reached.

Section 5:

It is understood and agreed by the parties that there shall be no pyramiding of overtime on premium pay. In the event that an employee covered by this agreement would be eligible on a particular day for premium pay because of working in excess of forty (40) hours and, eligible also for premium pay because of working on a holiday, only one premium shall be paid and that shall be whichever is greater.

ARTICLE XVIII: LONGEVITY

Section 1:

Each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article XVI, a longevity increment calculated from date of hire and based upon unbroken continuous years of service with the County in accordance with the following schedule:

Years of Service	Percent
After 3 rd through 8 th anniversary date of employment	1%
After 8 th through 12 th anniversary date of employment	3%
After 12 th through 16 th anniversary date of employment	5%
After 16 th 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 payments of service shall have been interrupted by an approved leave of absence.

Section 4:

The provisions of this Article shall apply only to employees actively employed prior to January 1, 1991. Employees hired after January 1, 1991 shall not receive nor shall they be entitled to any longevity benefits whatsoever.

ARTICLE XIX: CLOTHING ALLOWANCE

A) An annual clothing maintenance allowance of \$725.00 shall be paid in the first quarter of each calendar year.

B) The County agrees to supply any uniforms or additional equipment necessary for his/her position title. Uniforms or equipment issued shall be the property of the County, and must be returned to the County as provided under Section C, below.

C) Upon termination of employment, an employee shall return any issued uniforms or equipment to the County. Failure to do so shall result in deduction of the depreciated value of said non-returned equipment (as determined by management), from the employee's final pay check.

ARTICLE XX: OTHER COMPENSATION

Section 1: Out Of Title Pay

When a Public Safety Telecommunicator or Senior Public Safety Telecommunicator performs work, for five (5) consecutively scheduled days, that are normally done in a higher position, he/she shall receive a five percent (5%) premium based upon his/her regular hourly rate of pay (in the position title he/she normally holds) for each hour worked out of title.

Section 2: Minimum Call-In Time

When a Public Safety Telecommunicator or a Senior Public Safety Telecommunicator is required to report for duty in an emergency, the minimum call in overtime shall be four (4) hours at their overtime rate.

It is understood and agreed by the parties that there shall be no pyramiding of overtime on premium pay. In the event that an employee covered by this agreement would be eligible on a particular day for premium pay because of working in excess of forty (40) hours and, eligible also for premium pay because of working on a holiday, only one premium shall be paid and that shall be whichever is greater.

Section 3: Proficiency Stipend:

Effective January 1, 2012 employee's proficient on all Police desks (currently 7) shall receive an additional five percent (5%) compensation.

If an employee becomes proficient on all Police desks (currently 7) after the January 1, 2012 effective date as referenced above they shall receive an additional five percent (5%) compensation effective in the first pay period after the proficiency is certified.

Effective January 1, 2013 employees proficient in handling Fire/EMS calls shall receive an additional five percent (5%) compensation.

If an employee becomes proficient in handling Fire/EMS calls after the January 1, 2013 effective date as referenced above they shall receive an additional five percent (5%) compensation effective in the first pay period after the proficiency is certified.

If an employee is not performing satisfactorily the additional compensation shall be discontinued until the employee is once again proficient. This shall not be a grievable issue.

ARTICLE XXI: DISABILITY LEAVE

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

Benefits would not be payable for a disability beginning before completion of the ninety (90) day "probationary period" when first employed. The average weekly wages would be calculated on the earnings in the eight (8) 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 the guarantor.

ARTICLE XXII: LABOR MANAGEMENT COMMITTEE

The public employer agrees that the public employees shall have the right through a three (3) member committee from the Union 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, or if an exigent matter arises that needs immediate attention, these representatives from the Union may meet with the Communications Director or designee 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.

In the event that there are no issues or matters to discuss, the committee shall not convene.

ARTICLE XXIII: EXPANSION OF CERTAIN BENEFITS
DURING THE TERM OF THIS AGREEMENT

In the event the Board of Chosen Freeholders of Morris County should grant major benefit improvements which normally would have uniform application among various groups of county employees or should grant improved insurance benefits to any group of County employees during the term of this Agreement, Morris County agrees to reopen this contract to negotiations so that those benefits may be bargained for by the certified bargaining agent.

Improved insurance benefits shall include, but not limited to, health benefits, dental plans, optical plans and prescription drug plans. 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 employees groups including employees of boards and commissions of Morris County.

ARTICLE XXIV: APPLICATION OF BENEFITS

The fact that provisional and part-time employees are not 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.

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 this agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 2012, 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 the date of the signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2012 to the employee's last date of employment.

ARTICLE XXV: 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 such matter, whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2:

If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act, or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3:

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular to be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

Section 4: General Information

A. Physical and 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 the employee's supervisor immediately.

C. Where the job requires, residence by County employees may be required 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 family status for the purpose of keeping employment records up to date, and for the possible changes in life insurance and retirement beneficiaries, hospital, medical surgical dependents for tax purposes, it is necessary to fill out W-4 Form, Employee's Withholding Exemption Certificate.

Section 5: Job Posting

The County shall comply with all rules and procedures of the Department of Personnel and the Public Employment Relations Commission in establishing and filling the prospective position. Temporary transfer will not exceed ninety (90) days.

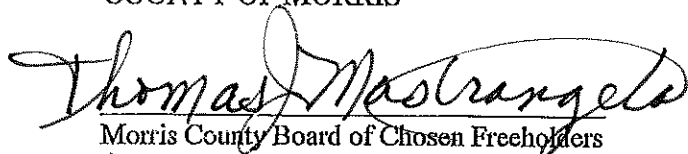
Section 6:

Each employee shall have the right to see and respond to any documents that are placed in their personnel file.

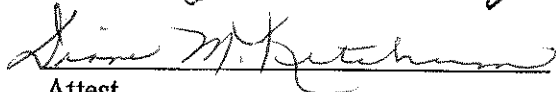
ARTICLE XXVI: DURATION

This Agreement shall be in full force and effect as of the first day of January 2012, except as otherwise provided herein and shall remain in full force and effect through the thirty-first day of December 2014. The Agreement shall continue thereafter unless and until the parties execute a successor Agreement. IN WITNESS THEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:
COUNTY OF MORRIS

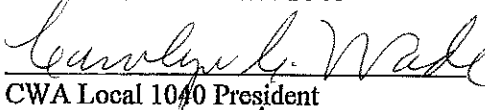

Thomas Mastrangelo

Morris County Board of Chosen Freeholders

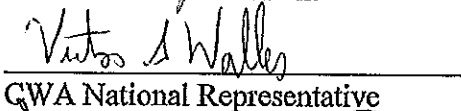

Anne M. Hutchinson

Attest

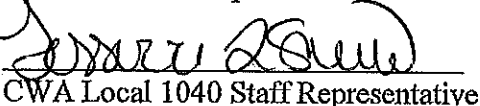
WITNESS:
COMMUNICATIONS WORKERS OF
AMERICA LOCAL 1040


Carolyn L. Wade

CWA Local 1040 President


Victor A. Waller

CWA National Representative


Susan Brown

CWA Local 1040 Staff Representative


CWA Local 1040 Shop Steward

Attest

Attest

Schedule A

Communication Operators Salary Guide

	1	2	3	4	5	6	7	8	9	10	11	12
Effective January 1, 2012												
Comm. Operator	\$40,631	\$42,889	\$45,145	\$47,403	\$49,661	\$51,917	\$54,176	\$56,434	\$58,689	\$59,819	\$60,947	\$64,251
Sr. Comm. Operator	\$46,149	\$48,704	\$51,266	\$53,830	\$56,393	\$58,956	\$61,518	\$64,082	\$66,645	\$67,926	\$69,208	\$70,490

Effective January 1, 2013												
Comm. Operator	\$41,342	\$43,640	\$45,935	\$48,233	\$50,530	\$52,826	\$55,124	\$57,422	\$59,716	\$60,866	\$62,014	\$65,375
Sr. Comm. Operator	\$46,957	\$49,556	\$52,163	\$54,772	\$57,380	\$59,988	\$62,595	\$65,203	\$67,811	\$69,115	\$70,419	\$71,724

Effective January 1, 2014												
Comm. Operator	\$42,065	\$44,404	\$46,739	\$49,077	\$51,414	\$53,750	\$56,089	\$58,427	\$60,761	\$61,931	\$63,099	\$66,519
Sr. Comm. Operator	\$47,779	\$50,423	\$53,076	\$55,731	\$58,384	\$61,038	\$63,690	\$66,344	\$68,998	\$70,325	\$71,651	\$72,979

Trainee	
2012	\$39,344
2013	\$40,033
2014	\$40,734

APPENDIX
2011 CONTRACT EXTENSION

1. Duration: January 1, 2011 through December 31, 2011
2. The parties agreed to extend the terms and conditions of the January 1, 2009 through December 31, 2010 Collective Negotiation Agreement.
3. Salary:
 - a. Effective January 1, 2011 there shall be a zero percent (0%) increase to the salary guide.
 - b. Effective January 1, 2011 there shall be no step movement on the salary guide.