

2410

AGREEMENT BETWEEN  
THE BOARD OF CHOSEN FREEHOLDERS  
OF MORRIS COUNTY

AND

MORRIS COUNCIL NO. 6,  
NEW JERSEY CIVIL SERVICE ASSOCIATION  
IFPTE, AFL-CIO

JANUARY 1, 1994 - DECEMBER 31, 1997

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## AGREEMENT

### Preamble

This Agreement made and entered into this 28<sup>th</sup> day of *September*, 1995 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 #6, 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 County hereby recognizes the Association as the sole and exclusive 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-1 et seq.) concerning salary, hours and other terms and conditions of employment in all County departments with the exception of the departments and positions listed below:

Prosecutors Investigators, Sergeants, Lieutenants, and Detectives, Probation Officers, Sheriffs Officers, Corrections Officers, and all employees of the Department of Library Services, Board of Social Services, Housing Authority, Mosquito Commission, Park Commission and Weights and Measures employees who have "police power".

In addition, excluded are certain supervisory positions which are excluded by Memorandum of Agreement dated January 26, 1990 which is attached hereto and incorporated herein by reference. Also excluded are 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.11:22-2 and any determinations made thereunder by the New Jersey Department of Civil Service. 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.

### Section 2:

Any position title established on or after January 1, 1987 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:

Provisions of this agreement specifically deal with certain working conditions affecting the Automotive Service Center, Bridge Department, Road Department, Shade Tree Commission, Water Division of the MUA, Youth Center, and Buildings and Grounds Department, Schedules A through C, dealing with the working conditions affecting the employees of these respective departments, are attached hereto and made part hereof. It is the intention of the parties by the inclusion of these specific (Schedules A - C) provisions to have said provisions control over general provisions of this agreement in the instances where these employees are affected. In the absence of any specific provisions, in Schedules A - C, the general provisions of the contract will control.

### 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.11:24A-1.1, 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.

### 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.

### 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 father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

### Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he/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 (½) 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 five (5) 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:

Any employee who retires on or after January 1, 1985 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 Eight Thousand-Five Hundred Twenty (\$8,520.00) Dollars.

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) Effective January 1, 1993 or as soon as practicable thereafter, 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 option

- (b) Effective January 1, 1993 and continuing thereafter, employees choosing the Medallion Plan as their medical insurance shall have deducted from each paycheck an amount equal to the annual equivalent of four hundred dollars (\$400.00).
- (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 sixty 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.

### Section 2:

Effective January 1, 1993 the Co-Pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$3.00 for generic drugs

\$6.00 for Brand Name 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:

Effective January 1, 1993, 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) Effective January 1, 1996, 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, as of January 1, 1996.

- (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 Plan 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 a employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118.00 maximum annual or prorated for less than a full year coverage) per employee. It is understood and agreed that any increase, above \$118.00 in the dental premium charged by the authorized carrier during the term of this Agreement shall be equally shared by the employee and the 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 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 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 12 months membership, (during which the remaining 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 only, provided 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 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. 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: Administrative Days

Each employee shall be entitled to an allowance of three (3) work days' leave upon written request to, and the approval of, his/her department head for the following reasons:

- A. Court Subpoena
- B. Marriage of employee
- C. Personal business which cannot be attended to outside of work hours
- D. Established religious days

## 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: Public Employees Committee

The public employer agrees that the public employees shall have the right through a three (3) member committee from Council #6 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 #6 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 12: 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 13: 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.

ARTICLE 14: Posting of Non-Supervisory Position Vacancies

Non-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 15: Call Outs

All Call Outs between the hours of 12:00 a.m. and 6:00 a.m. shall be compensated on the rate of a 4 hour call out if the time worked is less than 4 hours. All call outs between the hours of 6:00 a.m. and 12:00 a.m. shall be compensated at the rate of 2 hour call out time if the time worked is less than 2 hours. The call out provisions to apply to employees except those on the stand-by crew and those on the normally scheduled crew for that time period.

In the event actual time worked on call out should exceed the 4 hours or 2 hours provided, compensation in such event would be commensurate with the time worked.



**ARTICLE 16: Maintenance of Terms and Conditions**

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

## ARTICLE 17: 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 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:

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 Board of Chosen Freeholders within ten (10) work days thereafter. Where an appeal is filed with the Board of Freeholders, 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 Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, 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 Board, a hearing shall be held.

The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall give written notification to the aggrieved employee, his representative, if there is to be one, and other parties if any, of its 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 Board of Chosen Freeholders 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 judgement 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 18: Salaries

### Section 1:

- (a) Effective January 1, 1994 and retroactive to that date, employees shall receive a three percent (3%) increase over their December 31, 1993 salary.
- (b) Effective January 1, 1995, employees shall receive a three percent (3%) increase over their December 31, 1994 salary.
- (c) Effective January 1, 1996, employees shall receive a three percent (3%) increase over their December 31, 1995 salary.
- (d) Effective January 1, 1997, employees shall receive a three percent (3%) increase over their December 31, 1996 salary.

### Section 2:

The parties acknowledge the need to adjust certain minimum salaries to take into account local employment market conditions. The parties therefore agree that the minimum salaries of the titles listed on Schedule 1 hereof shall be adjusted to the levels for 1993 indicated on said Schedule 1.

### Section 3:

Employees promoted to a position in 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 for each level or the minimum of the new grade, whichever is higher.

### Section 4:

The parties shall establish a committee, containing management and union representatives, to study proposals on classification systems, with salary ranges including minimums and maximums. In the event that the parties are unable to agree by March 1, 1996, on a classification system, the issue shall be submitted to a fact-finder for a recommendation. The increase in 1997 shall be paid out in accordance with the newly established classification system. The cost in 1997 of the payroll adjustment shall not exceed 3% of the 1996 payroll (as provided by section I above). In 1997 the minimum increase shall be 2.5% and the maximum increase shall be 3.5% regardless of the classification system adopted.

### Section 5:

Notwithstanding subsections (b) and (c) of Section 1 of this Article, the parties acknowledge Memorandum of Agreement dated February 6, 1995: Municipal Utilities Authority Full Settlement For 1995 and 1996 For Sanitation Drivers And Sanitation Workers, setting forth the negotiated salary increases for years 1995 and 1996 which are controlling for the unit members covered by said Memorandum and said Memorandum is made a part of this Agreement.

## ARTICLE 19: 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 18 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 19 shall apply only to employees actively employed prior to July 1, 1990.

ARTICLE 20: 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, 1994, 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, 1994 to the employee's last date of employment.

ARTICLE 21: 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 negotiations.



ARTICLE 22: 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 23: 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 24: 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.

ARTICLE 25: 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 26: 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 27: Disability Leave

For the employees covered by this Collective Bargaining Agreement, the disability plan currently in effect shall be continued during the term of this Agreement without substantive modification or alteration with the exception that the maximum weekly disability benefit for eligible employees shall be increased to \$213.00 per week and the employees annual contribution shall be increased to \$56.50 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 28: Duration

This Agreement shall be in full force and effect as of the first day of January 1994 and shall remain in full force and effect through the thirty-first day of December, 1997. If either party desires to modify or terminate this Agreement, it must, no later than September 30, 1997, give written notice of its intention. In the event no such notice is received by September 30, 1997, this Agreement shall continue in effect from year to year after December 31, 1997 subject to modification or termination by either party upon written notice given prior to August 31st of any succeeding year.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.

ATTEST:

BOARD OF CHOSEN FREEHOLDERS  
OF MORRIS COUNTY

*Gene H. Fox*

By *Joan Frombell*

ATTEST:

MORRIS COUNCIL NO. 6,  
NEW JERSEY CIVIL SERVICE  
ASSOCIATION

*Henry G. Martner*

By *Betty Lisovsky*