

AGREEMENT BETWEEN
THE BOARD OF SOCIAL SERVICES
OF MORRIS COUNTY

AND

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

JULY 1, 1991 - DECEMBER 31, 1995

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APPENDIX A

AGREEMENT

PREAMBLE

This Agreement made and entered into this 6TH day of *DECEMBER*, 1994, by and between the Morris County Board of Social Services, hereinafter referred to as the Board 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 Board and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Board and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE 1: RECOGNITION AND SCOPE

Section 1:

The Board 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 the negotiating unit described below:

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

ADULT DAY CARE SUPERVISOR	FOOD SERVICE MANAGER
ASSISTANT CHIEF ENGINEER	HEAD COOK
ASSISTANT DIRECTOR FOOD SERVICES	HOSPITAL RECREATION DIRECTOR
ASSISTANT HEAD COOK	PAYROLL SUPERVISOR
ASSISTANT LAUNDRY SUPERVISOR	SUPERVISING ACCOUNT CLERK
ASSISTANT SUPERVISOR OF PATIENT ACCOUNTS	SUPERVISING CLERK TYPIST
ASSISTANT MANAGER FOOD SERVICES	SUPERVISOR BOILER ROOM
BUILDING SERVICE MANAGER	SUPERVISOR OF PATIENT ACCOUNTS
BUILDING SERVICE SUPERVISOR	SUPERVISOR OF PATIENT CLOTH SERVICES
BUYER	TRANSPORTATION SUPERVISOR
COORDINATOR OF MAINTENANCE SERVICES	

b. All position titles not enumerated above are hereby excluded from the contract, namely:

ADMINISTRATOR	COORDINATOR OF VOLUNTEERS
ASSISTANT ADMINISTRATOR	DIRECTOR OF DIETARY
ASSISTANT EXECUTIVE HOUSEKEEPER	EXECUTIVE HOUSEKEEPER
CHIEF ENGINEER	PRINCIPAL PERSONNEL
COMPTROLLER	TECHNICIAN

and all professional employees, and other 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.

Section 2:

Any position title established on or after January 1, 1988, 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:

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: VACATIONS

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 12 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 Board. The Board will consider the needs of the employee and carried vacation time.

Section 4:

Requests for single vacation days on Saturday and Sunday shall be honored, subject to the need of the service.

Section 5:

Annual vacation shall be granted only with prior approval of 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 6:

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 7:

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 8:

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 Department Head.

Section 9:

Any employee who has an approved vacation in excess of four (4) days shall be entitled to receive vacation pay in advance at the pay period immediately preceding the anticipated vacation. Employees requesting advance vacation pay shall notify their Department at least fifteen (15) days before the first day of vacation.

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. Veterans Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

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

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:

Premium pay for hours worked on each of the following holidays will be paid only for hours worked on the dates specified below and not for hours worked on the days that such holidays may be observed by Morris View:

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

Premium pay for all other holidays enumerated under Section 1 above will be paid only for hours worked on the day the holiday is observed by Morris View.

As used in this Article, premium pay means the amount paid (pursuant to either Section 5 or Section 6 below) to an employee for work performed on the calendar date (actual date) a holiday falls or on the date the holiday is observed by Morris View as specified herein.

Section 4:

If an employee's work week is Monday through Friday, holidays, as enumerated in Section 1, which occur on a Sunday, the following Monday shall be observed as the official holiday. Also holidays which occur on a Saturday, the Friday immediately preceding the holiday shall be observed as the official holiday.

Section 5:

All full-time employees who work on a holiday shall receive time and one-half (1½) their regular hourly rate for hours worked and shall receive one (1) holiday off which shall be scheduled as follows:

(a) Each full-time employee shall receive one (1) holiday per month which shall be scheduled by the Department, and

(b) The remaining two (2) holidays may be requested by the employee any time during the calendar year and shall be granted; or

(c) In the alternative, the holidays off shall be scheduled as requested by the employee, and approved by the Department Head.

If upon termination an employee has used more holiday leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay an amount equal to his/her daily rate of pay for each day of holiday leave taken in excess of the number of holiday leave days to which he/she is entitled.

Section 6:

All part-time employees who work on a holiday shall receive time and one-half (1½) their regular hourly rate for all hours worked.

Section 7:

All employees who work on Easter Sunday (which is not a holiday under this agreement) shall receive time and one-half (1½) their regular hourly rate for all hours worked.

Section 8:

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

ARTICLE 4: SICK LEAVE

Section 1:

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

Immediate family means spouse, child, foster child, father, mother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of sick leave taken in excess of the number to which he/she was entitled.

Each employee shall be credited with fifteen (15) sick days annually for each succeeding calendar year of full employment which is accumulative. 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 the final paycheck an amount equal to the 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.

Section 3:

Notice of absence is required as follows:

Each employee is required to notify his/her supervisor by one-half ($\frac{1}{2}$) hour before starting time on each day of absence, giving the specific reason for the absence, provided, however, that shift personnel are required to call in two (2) hours before starting time. Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five consecutive business days shall constitute a resignation pursuant to New Jersey Department of Personnel 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 for the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than five (5) days 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 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 fifteen (15) 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 fifteen (15) 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, 1984 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 (\$8,000.00) Dollars.

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

Section 6:

Incentive to Reduce the Use of Sick Leave:

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

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

Employees on the payroll, on January 1 of each year, who do not have thirty (30) days of accumulated sick leave shall have an option to receive payment at their regular rate of pay for unused sick leave, at the following rate:

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

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

ARTICLE 5: STORM DAYS AND EMERGENCIES

Section 1:

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 or administrative leave time, at the employee's option. In the event that no such leave time is accumulated, the time lost from work will be charged as time off without pay. If an employee is unable to report to work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

Section 2:

In the event of extreme weather conditions due to a storm necessitating the closing of County facilities (weekends included), an announcement shall be made over radio stations WRAN, WDHA, and WMTR from 6:30 a.m. to 8:00 a.m. on the day of the storm. Employees unable to report on such "County declared" weather emergency day shall not be docked for the hours absent from duty during the period they are scheduled to work. Likewise, early dismissal due to inclement weather shall not result in a loss of pay as the employee shall be paid his/her regular pay for the day.

Employees who do report to work shall receive a compensatory day off in addition to their regular day's pay.

A "bad weather day off" without penalty shall also apply in the event the Governor proclaims a state of emergency.

ARTICLE 6: WORK HOURS AND WORK WEEK

Section 1:

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

Section 2:

Overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate of pay for each hour worked in excess of the normal work week.

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

Section 3:

The Board of Social Services shall dock lateness on a minute-for-minute basis.

ARTICLE 7: HEALTH BENEFITS

Section 1:

- (a) Effective upon execution of this Agreement 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), or

The HMO option

- (b) Effective upon execution of this Agreement and continuing until 12/31/94, employees who are covered by the Medallion Plan shall have deducted from their paychecks \$15.38 per pay period regardless of whether the coverage is for family, employee with child or employee coverage only.
- (c) Effective January 1, 1995, each employee who selects the Medallion Plan family coverage or the Medallion Plan employee with child coverage shall have deducted from his/her paycheck \$25.00 per pay period for total of \$650.00 per year. The employee premium contribution for the Medallion Plan employee coverage only shall be \$15.38 per pay period for a total of \$400.00 per year.
- (d) Effective upon execution of the Agreement, the co-payment for the prescription drug plan for eligible employees and their eligible dependents shall be:

\$3.00 for generic drugs

\$6.00 for brand name drugs

Section 2:

An individual employee coverage dental insurance plan shall be continued during the life of this Agreement. The Board of Social Services shall pay the premium cost for employee coverage only to a maximum of \$118.00 per year, per employee. The provided benefit plan shall include an option for the employee to elect dependent coverage providing the same level of benefits as provided for the employee. The total cost of the premium for dependent coverage shall be paid by the employee.

Section 3:

It is understood and agreed that subsequent to the initial selection of the insurance carrier, the County of Morris 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 4:

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.

Section 5:

In the event that the enrollment of the employees covered by this agreement in the Medallion Plan falls below six 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.

Section 6:

Employees hired after the execution of this Agreement shall not be eligible for the Medallion Plan coverage. Employees promoted into this unit from the rank and file unit shall not be eligible for the Medallion Plan coverage and they may select either the Employer's medical plan or the HMO option only.

Section 7:

(a) Effective upon execution of this Agreement or as soon thereafter as practicable, 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

(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 8:

An employee, full-time or part-time, who was eligible for health benefits prior to the execution of this Agreement, shall remain eligible for health benefits as long as the employee continues to work twenty or more hours each week. Any employee hired after the execution of this Agreement, must regularly work 32 hours or more each week to be eligible for health benefits.

Section 9:

Effective upon execution of this Agreement or as soon thereafter as practical, the Board 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 10:

The base hospital, wrap around, major medical plan or the HMO option 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 Department Head 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 Board shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandchild or grandparent. Additional days may be approved by the Department Head and charged against sick leave.

The Board 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 Department Head 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 Personnel Department.

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 Department Head 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 his/her physician. The Board reserves the right to request medical confirmation of the employee's ability to perform his/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 he/she may

select one (10 for the purpose of obtaining medical confirmation of his/her ability to perform normal duties. The Board 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 Board 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 Board. For a leave without pay, the employee shall submit a written request to the Department Head 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 Social Services 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 full-time employee shall be entitled to an allowance of three work days per year upon written request to, and the approval of, his/her department head for the following reasons:

- A. Court subpoena
- B. Marriage of employee
- C. Established religious holidays
- D. Personal business which requires the personal attention of the employee during his/her regular work schedule.

Part-time employees who work twenty or more hours per week shall be eligible to receive personal leave on a pro-rata basis effective upon the date of signing of this Agreement. Said leave

may only be taken by said employee after this date.

Administrative leave days, as set forth above, shall be granted on Saturdays and Sundays in accordance with the procedures above, and subject to the needs of the service.

ARTICLE 10: BOARD'S RIGHTS AND RESPONSIBILITIES

Section 1:

In order to effectively administer the affairs of the Board and to properly serve the public, the Board, 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 Board;
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 the Board.

Section 2:

The Board'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 Board in exercise of its rights, responsibilities and authority pursuant to the laws of the State or of the United States.

ARTICLE 11: LABOR/MANAGEMENT COMMITTEE

The public employer agrees that the public employees shall have the right through a three (3) member committee from the Association 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 the Association may meet with the Administrator or his/her representative(s) 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

Since this Agreement provides for the orderly and peaceful resolution of grievances, including binding arbitration, Council #6 will not authorize, institute, condone or engage in a strike, work stoppage, or slow down that would interfere with the work, service or other statutory function of the Employer during the tenure of this Agreement.

In the event of an unauthorized slow down, work stoppage, or strike, Council #6 will immediately notify the employees involved that their action is a breach of this Agreement and will instruct the employees involved to return to work immediately.

The Employer will not lockout Council #6 or the employees in the unit 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 terms are 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 Department Head 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 SUPERVISORY POSITION VACANCIES

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

ARTICLE 15: CALL OUTS

All call outs between the hours of 12:00 a.m. and 6:00 a.m. will be compensated on the rate of a four (4) hour call out if the time worked is less than four (4) hours. All call outs between the hours of 6:00 a.m. and 12:00 a.m. shall be compensated at the rate of a two (2) hour call out if the time worked is less than two (2) hours.

In the event actual time worked on a call out should exceed the four (4) hours and two (2) hours provided, compensation in such event would be commensurate with the time worked.

ARTICLE 16: MAINTENANCE OF STANDARDS

The Board of Social Services agrees that benefits, terms and conditions of employment relating to the status of unit members, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE 17: GRIEVANCE PROCEDURE

Section 1: Purpose

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

B. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with his or her Department Head. If such discussion involves a matter covered by the definition of a grievance in Section 2, the Association shall be advised of the adjustment of the issue, and only the Association can submit an issue to arbitration.

C. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Section 2: Definitions

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

(1) A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and may be processed to binding arbitration, shall hereinafter be referred to as a "contractual grievance."

(2) Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board of Social Services, which shall be processed up to and including the Board of Social Services, and cannot be submitted to binding arbitration, shall hereinafter be referred to as a "non-contractual grievance."

(3) A minor disciplinary action (i.e. one imposing a penalty of suspension or fine of five days or less) taken against an employee, and he or he/she appeals the said decision. This appeal, known as an appeal from a minor disciplinary action, may be processed through the grievance procedure to binding arbitration.

(4) The term grievance and the grievance procedure set forth herein shall not apply in the following instances:

a) To matters which involve the interpretation of application of a Civil Service Rule or Regulation of N.J.S.A. 11:1-1 et seq. the Civil Service Law, and in which a method of review is prescribed by law, rule or regulation;

(b) To matters where the Board of Social Services is legally unable to act.

B. The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Association.

Section 3: Presentation of a Grievance

The Board agrees that in the presentation of a grievance there shall be no loss of pay for the actual time spent in presenting the grievance as outlined in Steps 1, 2, and 3 by the grievant, and Association representative.

Section 4: Grievance Procedure

Step 1

The grievant and his/her Association Shop Steward shall present the employee's written grievance or dispute within fifteen (15) working days of its occurrence to the Administrator and the written grievance shall be dated and initialed by the Administrator or designee. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Administrator shall schedule a hearing within five (5) working days of receipt of the grievance and render a decision within five (5) working days of the hearing. If the Administrator does not issue a decision within five (5) working days of the hearing the Union may move the grievance to step 2.

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

Step 2

a) If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Association representative, who is the Shop Steward or Local Association Representative, to the Board within ten (10) working days of the written response from Step 1. In the event the grievant files his/her statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for the Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Administrator together with the disputed areas submitted by the grievant. The grievant and/or Association representative may request an appearance before the Board.

If the grievant and/or Association representative requests an appearance before the Board, such party shall be heard on work time providing a regularly scheduled meeting of the Board is held

during work time. The Board will render its decision within ten (10) working days after the Board meeting at which the matter has been reviewed. If the Board does not issue a decision within ten (10) working days after the Board meeting at which the matter has been reviewed the Union may move the grievance to step 3.

b) The grievant may be represented by the Local Association Representative. A minority organization shall not present or process grievances.

Step 3

a) Any unresolved contractual grievance, except matters within the exclusive province of Civil Service may be appealed to arbitration (only by the Association). The Association must file the request for arbitration within thirty (30) working days after the receipt of the Step 2 decision.

b) Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before the 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 Association.

c) Where the grievance involved an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to the New Jersey Department of Personnel is available, the individual must present his/her complaint to the New Jersey Department of Personnel directly, and the Association has no obligation, under this Agreement, to represent this individual in this New Jersey Department of Personnel Hearing.

d) The arbitrator shall be selected on a case-by-case basis from the panel of arbitrators maintained by the Public Employment Relations Commission.

e) 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.

f) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to

him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.

The language above is intended to be read in a manner consistent with N.J.S.A. 34:13A-7, N.J.S.A. 2A:24-1 et seq and N.J.A.C. 19:12-5.1 et seq.

g) 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.

h) 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.

i) 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 Board of Social Service's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

j) The decision or award of the arbitrator shall be final and binding on the Board of Social Services, the Association, 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.

k) Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.

l) There shall be no loss of pay for employee for time spent either as a grievant, witness, or Association Representative, in any step of the Grievance Procedure.

m) 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; the forgoing is not intended to prohibit the Association from filing grievances on behalf of the employees.

n) 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.

o) Association officers shall be allowed time off work to investigate grievances as provided in Article 24, Section 1.

p) The Board shall make available to the Association all necessary and pertinent information regarding grievances except information which is privileged under law including but not limited to patient medical records.

Section 5: Discipline

A. For permanent employees only:

1) In the case of minor disciplinary actions (i.e. where the penalty is under five (5) days suspension, or fine) the Employer will apply the concept of progressive discipline reserving the right to apply more severe discipline for more serious violations.

2) The Employer will apply the standard of sufficient cause in accordance with N.J.A.C. 4:1-16.7 in the instance of disciplining permanent employees.

B. Provisional employees shall be disciplined in accordance with applicable Civil Service Rules and Regulations.

ARTICLE 18: SALARIES

Section 1:

Salary minimum schedules for 1991 through 1995 for the positions titles covered by this Agreement are set forth in Appendix A attached hereto and made a part hereof.

Upon execution of this Agreement and retroactive to January 1, 1991, eligible employees covered by this Agreement shall have their December 31, 1990 annual base salary increased by six percent (6%), but in no case shall their annual 1991 base salary be less than the 1991 position minimum salary set forth in Appendix A.

Effective January 1, 1992, eligible employees covered by this Agreement shall have their December 31, 1991 annual base salary increased by four and one-half (4.5%), but in no case shall their annual 1992 base salary be less than the 1992 position minimum salary set forth in Appendix A.

Effective January 1, 1993, eligible employees covered by this Agreement shall have their December 31, 1992 annual base salary increased by four and one-half percent (4.5%), but in no case shall their annual 1993 base salary be less than the 1993 position minimum salary set forth in Appendix A.

Effective January 1, 1994, eligible employees covered by this Agreement shall have their December 31, 1993 annual base salary increased by three percent (3.0%), but in no case shall their annual 1994 base salary be less than the 1994 position minimum salary set forth in Appendix A.

Effective January 1, 1995, eligible employees covered by this Agreement shall have their December 31, 1994 annual base salary increased by three percent (3.0%), but in no case shall their annual 1995 base salary be less than the 1995 position minimum salary set forth in Appendix A.

Section 2:

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 3:

Effective January 1, 1988, a shift differential of 0.45¢ per hour shall be paid to all employees working after 2:00 p.m. and before 7:30 a.m. Effective upon execution of the Agreement the shift differential provided in this section shall be increased to \$0.60 per hour. Shift differential shall be added to the base salary prior to computation of overtime.

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

Section 4:

Effective January 1, 1988, and continuing thereafter, all bargaining unit employees who work between the hours of 11:00 p.m. Friday and 11:00 p.m. Sunday shall receive weekend premium of 0.70¢ per hour, which premium is to be added to their gross pay before the computation of overtime.

Section 5:

A salary adjustment fund in 1994 amounting to \$10,500.00 will be provided in order to reduce the difference in salary rate between the salaries of certain supervisors covered by this agreement and the highest paid rank and file employee being supervised. It is understood and agreed that the parties will meet for the purpose of determining the individual salary adjustments. The salary adjustments provided for in this section will be in addition to the three percent (3.0%) salary increase for 1994 as provided for in section 1 of this article.

ARTICLE 19: LONGEVITY

Section 1:

Each employee actively employed prior to the execution of this Agreement and covered by this Agreement shall be paid in addition to the rates of pay set forth in Article 18 and Appendix A hereof, a longevity increment calculated from the date of hire and based upon unbroken continuous years of service with the Board of Social Services 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:

The provisions of this Article shall apply to:

a. Supervisors covered by this collective bargaining agreement who are actively employed prior to the date of this Agreement;

b. Rank and file employees who were hired on or before April 24, 1992 and who are subsequently promoted into supervisory positions covered by this Agreement.

The provisions of this Article shall not apply to:

a. Supervisors covered by this collective bargaining agreement who are hired subsequent to the execution date of this Agreement;

b. Rank and file employees who were hired after April 24, 1992 and who are subsequently promoted into supervisory positions covered by this Agreement.

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. Part-time employees who work twenty (20) or more hours per week shall also be eligible to receive administrative leave and bereavement leave credits on a pro rata basis. The prorating shall be computed based on the percentage of full time work the employee performs.

Further, the provisions of the 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, 1991, 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, 1991 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 statues 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 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 DEDUCTION

Section 1:

Upon request, the Board 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 prior to the effective date of such change.

Section 3:

The Association will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Director of Personnel. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Association.

Section 4:

All new employees will be informed of the existence of the 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

Section 1:

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 to these matters during the Board's hours of operation. The right to conduct business by these representatives on Board time is recognized as follows:

One shop steward at Building I and one shop steward at Building III, who will be identified in writing by the Association, shall be permitted to conduct Association business 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 employee without loss of pay, which time is not to exceed one (1) hour per work day, and is to be taken at the end of the workday.

Section 2:

The President of the Association shall be admitted to the premises of the Board on Association business with prior approval. The President shall have the opportunity to consult with employees in this bargaining unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. The Board will designate appropriate places for such meetings at its facilities. The Board shall not unreasonably deny the Union President admission to the premises to conduct Association business.

The processing of grievances as described in Article 17 hereof and in Section 1 of this Article 24 shall be considered "Association business" within the meaning of this section as this term refers to the access rights of the Union President.

Section 3:

The Association shall be allowed to conduct normal business meetings on Board properties, provided that space is available during hours when the facilities are open, requests are made and approved at least one (1) week in advance (less notice may be acceptable to the Board) of the proposed date of use and that liability for damages, care and maintenance, and any costs which are attendant thereto are borne by the Association. Employees may

attend such meetings only during off duty hours. It is further understood and agreed that the Board will not charge the

Association rent for the use of the Board facilities.

Section 4:

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

The Association agrees that it will not intimidate employees into membership or into conducting business of the Association on Board time. The Association further agrees it will restrict the conduct of Association business by its members on Board 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 this 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.

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 Board 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

Section 1:

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

Section 2:

The maximum weekly disability benefit for eligible employees shall be \$213.00 per week and the employees annual contribution shall be \$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.

Section 3:

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

ARTICLE 28: DURATION

This Agreement shall be in full force and effect as of the first day of July 1991 (as of January 1, 1994 for the 1991 salary increase) and shall remain in full force and effect through the thirty-first day of December 1995. If either party desires to modify or terminate this Agreement, it must, no later than September 30, 1995, give written notice of its intention. In the event no such notice is received by September 30, 1995, this Agreement shall continue in effect from year to year after December 31, 1995, subject to modification or termination by either party upon written notice given prior to September 30 of any succeeding year.

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

ATTEST:

MORRIS COUNTY BOARD OF
SOCIAL SERVICES

James E. Warren

BY Joseph P. DeNunzio

ATTEST:

MORRIS COUNCIL NO. 6,
NEW JERSEY CIVIL SERVICE
ASSOCIATION

William Creatura

BY Joseph P. DeNunzio