

AGREEMENT

BETWEEN

THE SHERIFF OF THE COUNTY OF MORRIS

AND

THE MORRIS COUNTY CORRECTIONS CIVILIAN EMPLOYEES' ASSOCIATION

January 1, 2019 through December 31, 2022

TABLE OF CONTENTS

Article	Page
Preamble	4
I Recognition and Scope	5
II Sheriff's Rights and Responsibilities.....	6
III Security and Dues Deductions.....	7
IV Discrimination and Coercion	8
V Collective Negotiations Procedure	9
VI Grievance Procedure.....	10
VII Commitment to Insure Uninterrupted County Operations.....	13
VIII Vacations.....	14
IX Holidays	16
X Sick Leave.....	18
XI Health Benefits.....	20
XII Group Life Insurance	23
XIII Pensions	24
XIV Personal Leave.....	25
XV Liability Insurance	27
XVI Bulletin Boards	28
XVII Clothing Allowance	29
XVIII Hours of Work	30
XIX Salary Progression Schedule and Employee Evaluations.....	32
XX Longevity	35
XXI Application of Benefits.....	36
XXII General Provisions.....	37

XXIII Expansion of Certain Benefits during the Term of this Agreement	39
XXIV Disability Leave	40
XXV Duration	41
Appendix 1	42
Schedule S-19	43
Schedule S-20	44
Schedule S-21	45
Schedule S-22.....	46

PREAMBLE

THIS AGREEMENT made and entered into this *24th* day of *February* 2022 by and between the Sheriff of the County of Morris, hereinafter referred to as the Sheriff; a duly elected Constitutional Officer of the County of Morris, the County of Morris, hereinafter referred to as the County, and the Civilian Employees Association of the Morris County Sheriff's Office, hereinafter referred to as the Association; is the final and complete understanding between the Employer and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Employer and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

**ARTICLE I
RECOGNITION AND SCOPE**

Section 1:

The Sheriff hereby recognizes the Association as the sole and exclusive representative of all permanent full time employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey 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:

INCLUDED: All civilian employees employed by the Morris County Correctional Facility.

EXCLUDED: All supervisors within the meaning of the Act, all managerial - executives, confidential employees, police employees, Administrative Analyst, Director of Food Service, Secretary to the Sheriff, Coordinator of Safety Programs, Work Release Administrator, Supervising Clerk Typist, Chief Clerk, Supervisor of Criminal Information Records, Supervisor of Records and Supervising Account Clerk, Clinical Psychologist and all other employees defined as such by written agreement of the Sheriff and the Association.

Section 2:

Any position title established on or after January 1, 2001 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 with New Jersey Public Employment Relations Commission to determine the status of the position title under this Agreement.

Section 3:

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

**ARTICLE II
SHERIFF'S RIGHTS AND RESPONSIBILITIES**

Section 1:

In order to effectively administer the affairs of the Sheriff's Office and to properly serve the public, the Sheriff's Office hereby reserves and retains unto itself, as a public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Sheriff's Office;
2. To direct its working forces and operations;
3. To hire, promote, and assign employees in accordance with law and the provisions of this agreement;
4. To demote, suspend, discharge, or otherwise take disciplinary action against employees in accordance with the provisions of this agreement; the requirement of taking disciplinary action against employees for cause and in accordance with Law is applicable only to permanent employees under Civil Service.
5. To promulgate rules and regulations, from time to time which may affect the order and efficient administration of the Sheriff's Office subject N.J.S.A. 34:13A-5.3.

Section 2:

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

Section 3:

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

ARTICLE III SECURITY AND DUES DEDUCTIONS

Section 1:

Upon request, the Sheriff agrees to deduct from the salaries of those 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 made 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 Sheriff written notice prior to the effective date of such change and shall furnish to the Sheriff new authorizations from its members showing the authorized deduction for each employee.

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 Sheriff and the County of Morris 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 Sheriff in reliance upon salary deduction authorization cards submitted by the Association.

Section 4:

All new employees will be informed of the existence of this 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 IV
DISCRIMINATION AND COERCION**

Section 1:

There shall be no discrimination, interference, or coercion by the Public Employer or any or its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership.

Section 2:

Neither the Public Employer nor the Association shall 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 V
COLLECTIVE NEGOTIATIONS PROCEDURE

Section 1:

Collective negotiations with respect to rate of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the Sheriff of Morris County, or his designees, and the President of the Morris County Corrections Civilian Employees Association, or his/her designees, shall be the respective negotiating agents for the parties.

Section 2:

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

Section 3:

Employees of the public employer who may be designated by the Association to participate in collective negotiation meetings called for the purpose of the negotiation of a collective negotiation agreement may be excused from their work assignments, without loss of pay.

Section 4:

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

ARTICLE VI 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/her supervisor. If such a 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.

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 shall hereinafter be referred to as a "contractual grievance."

(2) Inequitable, improper, unjust application or misinterpretation of rules and regulations, existing policy, or orders applicable to the Sheriff, which shall be processed up to and including the Sheriff and shall hereinafter be referred to as a "non-contractual grievance."

(3) 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. 11A: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 Sheriff 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 Sheriff 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 ONE

The grievant and his Association Representative shall present the employee's written grievance or dispute within ten (10) working days of its occurrence to the Division Commander. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Division Commander shall render a decision within ten (10) working days of the hearing.

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

STEP TWO

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, to the Sheriff's designee within ten (10) working days of the written response from Step 1. The Sheriff's designee shall review the decision of the Division Commander together with the disputed areas submitted by the grievant. The grievant and/or Association Representative may request an appearance before the Sheriff. The Sheriff's designee will render his decision within ten (10) working days after the matter has been reviewed.

B) The grievant may be represented by an Association Representative. A minority organization shall not present or process grievances.

STEP THREE

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 Civil Service. The Association'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 Civil Service is available, the individual must present her complaint to Civil Service directly.

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 Civil Service Commission. 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 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 Sheriff'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 Sheriff, 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 the 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 foregoing 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 or introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

O) One (1) Association member, designated by the Association, shall be allowed a maximum of one (1) hour during working hours to investigate each grievance.

P) The Sheriff 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.

ARTICLE VII
COMMITMENT TO INSURE UNINTERRUPTED COUNTY OPERATIONS

Section 1:

The Association acknowledges that the need for continued and uninterrupted operation of the County's departments and agencies is of paramount importance to the citizens of Morris County and that there should not be interference with such operation.

Section 2:

In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the terms of this Agreement neither it, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (including the concerted failure of four (4) or more employees to report for duty), mass resignation, mass absenteeism, work stoppage, slowdown, walkout, or other job action or the invocation of sanctions against the County. The Association agrees that such action would constitute a material breach of this Agreement.

**ARTICLE VIII
VACATIONS**

Section 1:

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

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 1 Year worked during first year of employment	1 day for each month
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 1st of each year and continue in effect until December 31st of such year. Annual leave shall be taken, subject to the needs of service, during the current vacation period.

Section 3:

Accumulation of Vacation Days – Any vacation or portion thereof which is not taken or granted because of the pressure of work may be taken during the next calendar year.

No employee shall have an accumulation on December 31st of any given year which exceeds the hours entitled to during the previous 18 months of employment. There will be no exceptions or extensions granted to this policy.

Section 4:

Annual vacation shall be granted only with prior approval of the supervisor who may require six (6) weeks prior notice of extended vacation and is authorized to plan vacations so as to not interfere with responsibility of orderly work. In scheduling vacations management will consider seniority of employees involved and the orderly flow of work within the work unit.

Section 5:

An employee who during the calendar year returns from a continuous period of absence or more than six (6) months due to disability, leave of absence, or layoff, shall not be eligible to 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 the performance of duty need not be continuous, but periods 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 a prorated basis of the existing vacation schedule. Vacation will be calculated for terminated employees based on his vacation entitlement in accordance with length of service. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of annual vacation taken in excess of the number to which he was entitled. Vacation shall be prorated in accordance with the schedule above.

Section 7:

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

ARTICLE IX HOLIDAYS

Section 1:

All employees shall be granted the following paid holidays:

- | | | |
|----------------------------------|---------------------|----------------------|
| 1. New Years Day | 6. Memorial Day | 11. Election Day |
| 2. Martin Luther King's Birthday | 7. Juneteenth Day | 12. Veteran's Day |
| 3. Lincoln's Birthday | 8. Independence Day | 13. Thanksgiving Day |
| 4. President's Day | 9. Labor Day | 14. Christmas Day |
| 5. Good Friday | 10. Columbus Day | |

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

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

Section 2:

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

Section 3:

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

Section 4:

If an employee is required to work on any of the holidays designated under Section 1 of this article, he/she shall be paid at the rate of time and one half (1½) their regular hourly rate for all hours worked on such day in addition to the eight (8) hours regular straight pay for such holidays. Employees who do not work on any of the holidays enumerated in Section 1 shall receive holiday pay computed at their regular scheduled straight-time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

Section 5:

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

Section 6:

Any employee who is required to work on the day after Thanksgiving shall be paid a straight time day's pay in addition to his/her pay for the hours worked on the day after Thanksgiving.

Section 7:

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

Section 8:

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

Section 9:

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

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

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

For example, July 4th is a contractual holiday. If it is the employee's regular day off, the employee will receive eight (8) hours at the straight time rate.

If the Sheriff declares July 3rd as the designated observed holiday and you are scheduled to work July 3rd and July 4th, but you requested a day off on July 3rd and you are working on July 4th, you will be charged either vacation time or comp time for July 3rd, but you will be compensated time and one half for working on the holiday plus 8 hours straight time.

If you are asked to work on the actual holiday or the day designated by the Sheriff, you will be compensated according to this Agreement. You cannot swap the holiday, come into work and then take another day at straight time.

Effective January 1st, 2022, Juneteenth Day will be added to the calendar as a paid holiday.

ARTICLE X SICK LEAVE

Section 1:

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. Immediate family means father, mother, spouse, domestic partner, child, foster child, sister, or brother of the employee. It includes relatives of the employee residing in the employee's household.

Section 2:

Each employee shall be entitled to sick leave credits at the rate of one (1) day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before end of said year, and the employee has used more sick leave than appropriate on pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled. Each employee will be credited with fifteen (15) days of sick leave annually for each succeeding calendar year of full-time employment, which is accumulative. Sick leave cannot be used as terminal leave. There shall be no accumulated time under any circumstances for sick leave when leaving the employ of the Sheriff except and only as provided in Section 5 of this Article.

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

Section 3:

Notice of absence is required as follows: **Illness:** Each employee is required to notify his supervisor by one-half hour before starting time on each day of absence, provided, however, that shift personnel are required to so notify two (2) hours before starting time. In the event that an employee from the Bureau of Law Enforcement is unable to reach his supervisor or designee, the sick line should be called. Employees from the Bureau of Corrections should call the Control Center. It is recognized that there may be instances when it is impractical or impossible to give daily notice as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or member of the employee's family notify the supervisor or the Personnel Office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirement of notice shall be enforced. Failure to give notification as required 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 (5) consecutive business days shall constitute a resignation pursuant to New Jersey Department of Personnel (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 (5) days at one time, the Sheriff may not require production of the physician's certificate to his supervisor to justify payment of sick leave.

An accumulation of ten (10) sick occurrences, where an occurrence is recognized as one (1) eight (8) hour day or more and the occurrences having been at various times during a calendar year (January through December), may be approved without a physician's certificate. All sick occurrences in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. An employee may request the Warden to review a sick occurrence requiring a physician's certificate. This request must be made in writing prior to the submission of the payroll in which the "sick occurrence" occurred. A copy of this request must also be given to the employee's supervisor. At the discretion of the Warden, sick leave in excess of the ten (10) occurrences may not require a physician's certificate, depending on the submission of physician's certificates submitted for prior occurrences and the employee's use of past sick leave.

This provision shall not in any way diminish the ability of the Sheriff to discipline employees for abuse of sick leave either under the terms of this contract, under any law, rule, regulation, policy, order or any other administrative provision promulgated by the Sheriff.

This provision applies only to the production of a physician's certificate and does not apply to any other sick leave requirements.

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

Section 5:

Any employee who retired on or after January 1, 2006, shall be reimbursed for accumulated sick time based on the schedule below:

Thirty (30) percent of the value of the sick time at the time of retirement to a maximum of Ten Thousand (\$10,000.00) Dollars.

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

Section 6:

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

**ARTICLE XI
HEALTH BENEFITS**

Section 1:

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

Medallion Plan
Base Hospital, Wrap Around, Major Medical Plan (Employer's Medical Insurance Plan)
The HMO option
PPO Plan

Effective August 8, 2012, all employees currently enrolled in the Wraparound Plan shall transfer to the PPO (Employer's Medical Insurance) plan. The Wraparound Plan will no longer be available for enrollment.

Effective August 8, 2012, employees enrolled in the Medallion Plan shall have the opportunity to transfer to the PPO plan.

(B) Effective May 13, 2009, employees covered by the Medallion Plan shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of six percent (6%) of the annual medical insurance premium.

Effective August 8, 2012, employees enrolled in the Medallion plan shall contribute the greater of 1.5% of salary plus 3% of the premium or in accordance with Chapter 78.

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

(D) Employees hired after June 1, 1993 shall not be eligible for coverage under the Medallion Plan and they may select either the Employer's Medical Plan or HMO only.

(E) Effective May 13, 2009, employees covered by the Employer's Medical Plan (Wraparound Medical Insurance Plan) shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of four and one half percent (4½ %) of the annual medical insurance premium. Effective August 8, 2012, **the Wraparound Plan shall not be available for enrollment.**

Employees covered by the HMO Option shall continue to have an amount deducted from each paycheck, which shall be equal to the annual equivalent of three percent (3%) of the annual medical insurance premium.

Effective August 8, 2012, employees enrolled in HMO Option shall contribute in accordance with Chapter 78.

(F) Effective August 8, 2012, employees enrolled in the PPO plan shall contribute the greater of 1.5% of base salary plus 2% of the premium or in accordance with Chapter 78.

(G) Plan changes to deductibles, co-payments and mail order prescriptions for retiree coverage shall be implemented pursuant to the Memorandum of Agreement signed by the parties on December 2, 2009.

(H) a. Employees hired after August 8, 2012, who retire and meet the criteria for County paid health insurance, will receive a plan for the employee only. Employees hired after August 8, 2012 who meet the requirements for County paid health insurance will have the option to add their eligible dependents to the plan at the expense of the retiree. The provisions for Chapter 78, specifying employee contributions upon retirement shall be applicable.

b. Employees hired before August 8, 2012 shall not be affected by subsection a. with the exception of applicable provisions of Chapter 78 requiring employee contributions if applicable.

2. Notwithstanding Section 1(H) above, employees hired after the execution of this Agreement shall be eligible for County paid health insurance upon retirement for the employee only and shall continue on the County's retiree health plan until eligible for Medicare. Upon becoming eligible for Medicare, the retiree shall no longer be eligible for County paid health insurance and shall no longer be enrolled in a health plan with the County assuming partial cost of premiums. Employees hired after the execution of this Agreement shall not be eligible for Medicare Part B reimbursement upon retirement from the County.

Section 2:

Effective May 13, 2009, the co-pay for all Prescription Drug Plans for employees and their eligible dependents shall be:

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

Effective August 8, 2012, prescription co-pays applicable to all active employees and employees who retire after August 8, 2012.

\$1.00 for Generic Drugs
\$20.00 for Brand Name Drugs
\$35.00 for Non-Preferred Drugs

Section 3:

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

Section 4:

The County of Morris shall pay the premium cost for an employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118.00 maximum annual or 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 5:

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

Section 6:

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

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

**ARTICLE XII
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 (1 ½) times the amount of base annual wage life insurance is provided free of charge.

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

ARTICLE XIII
PENSIONS

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

ARTICLE XIV PERSONAL LEAVE

Section 1: Jury Duty

Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his 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 N.J. Civil Service Personnel Manual (Local Jurisdiction) Part 17-3, "Military Leave" and said part is hereby incorporated herein by reference.

Section 3:

Each employee shall be entitled to an annual non-cumulative allowance of two (2) work days leave upon written request to and the approval of the Sheriff, or his designee for the following:

- (a) Court Attendance (non-work connected)
- (b) Marriage of Employee
- (c) Personal Business which cannot be attended to outside of work hours
- (d) Established Religious Holidays.

Administrative leave shall be prorated during the calendar year on the basis of one day per each six (6) months of employment.

Section 4: Maternity Leave

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 due date of delivery and expected date of return to work.

A) The leave shall be taken at a time determined by the employee in connection with and confirmed by written verification from her physician. The Employer 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 name 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 Employer will pay for any examination by a doctor other than the employee's personal physician.

B) In the event of a disagreement between the examining physicians, the sheriff reserves the right to decide which report to accept.

C) 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.

D) 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: Bereavement Leave

A) The Sheriff 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, grandfather, grandmother, grandchildren, stepfather, stepmother, and stepchildren. The Sheriff shall provide one (1) working day's bereavement leave with pay in the case of death of an employee's relative of the second degree, that is, uncle, aunt, niece, nephew, cousin, sister-in-law, or brother-in-law. Such leave is not chargeable against sick leave.

B) Bereavement leave that is granted must be taken by the employee within three (3) calendar days of the funeral of the employee's relative. Such leave shall not be cumulative and may not be carried over into the succeeding year.

C) As soon as possible an employee shall notify his supervisor of a death in his family and of his need for leave. Notification must be given as in the case of illness under Article X, Sick Leave, Section 3. Proof of death may be required by the Sheriff.

Section 6: Family Leave

Employees will be eligible for family leave, including adoption as set forth in the New Jersey Family Leave Act and/or the Federal Family Leave Act, those provisions to apply which are broader in the event of an inconsistency between the acts.

This provision shall not constitute additional leave time benefit to the leave time benefits already provided for under this agreement.

ARTICLE XV
LIABILITY INSURANCE

Section 1:

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

ARTICLE XVI
BULLETIN BOARDS

Section 1:

The Sheriff shall permit the Association reasonable use of designated bulletin boards located in work areas for the posting of notices concerning Association business and activities, provided any such notices shall not contain malicious, inflammatory, or anonymous material.

**ARTICLE XVII
CLOTHING ALLOWANCE**

Section 1:

Maintenance employees who are regularly and continually assigned to perform their job duties in the Morris County Jail shall be paid an annual clothing maintenance allowance of One Hundred and Seventy-Five dollars (\$175.00).

The Sheriff agrees to supply maintenance employees who are regularly and continually assigned to perform their job duties in the Morris County Correctional Facility consisting of two (2) pants, two (2) short sleeve shirts, two (2) long sleeve shirts and one pair of work boots.

Section 2:

The Sheriff agrees to annually supply each Graduate Nurse and License Practical Nurse two (2) shirts and two (2) pants. Effective January 1st, 2022, the Sheriff will also supply one (1) jacket and one (1) pair of shoes.

Each Graduate Nurse and License Practical Nurse who is regularly and continually assigned to perform their job duties in the Morris County Jail shall be paid an annual clothing maintenance allowance of One Hundred dollars (\$100.00). Effective January 1st, 2022, the clothing allowance for the Graduate Nurse and Licensed Practical Nurse will be increased from \$100.00 to \$175.00.

Section 3:

Uniforms or equipment issued shall be the property of the Sheriff of Morris County and must be returned to the Sheriff. Upon termination of employment, an employee shall turn back any issued uniforms or equipment. Failure to do so shall result in deduction of the depreciated value of said non-returned equipment (as determined by management), from the employee's final paycheck.

ARTICLE XVIII HOURS OF WORK

Section 1:

The 40 hour work week shall continue during the term of this agreement.

Section 2:

Overtime shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay for each hour worked in excess of forty hours in any work week. In computing hours worked for purposes of overtime, all paid time, with the exception of sick time or time taken in lieu of sick time, shall be counted as hours worked.

Section 2B:

Effective January 1, 2022, in the event of mandatory overtime for nursing staff (RNs and LPNs only), if an employee is required to work more than three (3) overtime shifts in five (5) consecutive work days, the employee shall be paid two (2) times his/her regular rate of pay for any additional shifts worked. A shift is defined as one eight-hour day and the employee must work the entire shift (all three overtimes).

Section 3:

Employees shall have the option of taking compensatory time in lieu of cash payment for overtime upon advanced approval of their supervisor. Compensatory time off must be scheduled and approved by the supervisor.

Section 3B:

Effective January 1st, 2022, any employee who accumulates a compensatory time balance over 80 hours after the execution of this agreement will receive that overage in December in pay period 25. Employees with less than 80 hours of accumulated time may request payment at anytime during the year.

Section 4:

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

Section 5: Storm Days and Emergencies

All employees, covered by this agreement are required to work during storm days and emergencies. In the event that an employee cannot report to work because of a storm condition, i.e., hazardous road conditions, road and bridge closures, power outages etc., the time lost will be charged against accumulated vacation or compensatory time. 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 (Article X Section 3).

CLOSING - In the event of extreme weather conditions or other emergencies necessitating the closing of the Courthouse and Administration and Records Building, an announcement of said closing shall be made over radio stations WMTR, WDHA, WRNJ, NJ, WXMC and WGHT between the hours of 6:00 a.m. and 8:30 a.m. on the day of the storm or other emergency. Non-essential personnel, as defined each year by the Sheriff, covered by this agreement shall be granted an approved day off without penalty. Employees on approved leave granted before the official closing shall be charged for such leave.

TRAVEL TIME (DELAYED OPENINGS) - Extreme weather conditions or other emergencies may precipitate the Sheriff to extend a grace period to employees so that they may be afforded an extended period of time to travel to work. This will only occur if the Courthouse and Administration and Records Building declare a delayed opening. Under these circumstances the Sheriff's Office will not be closed, however, employees covered by this agreement shall be allowed the additional time to report to work. Employees who report earlier will not receive additional compensation. In the event an employee cannot report to work because of a storm or other emergency condition, the time lost shall be charged as one full day and be charged against accumulated vacation or compensatory time. In the event an employee had a pre-approved scheduled day off that employee shall be charged one full day off with pay for that scheduled vacation, sick, personal or compensatory time.

EARLY DISMISSALS - Early dismissal due to inclement weather shall be without penalty. In the event of extreme weather or other emergency necessitating the closing of the Courthouse and Administration and Records Building, the Sheriff reserves the right to maintain orderly effective operations. However, the Sheriff may grant an early dismissal to afford employees an opportunity for safe passage home. In such circumstances the Sheriff's Office shall be considered open. Employees who complete their shift prior to an early dismissal shall not receive any additional compensation. Employees with a pre-approved day off will be charged for one full day for the scheduled vacation, sick, personal or compensatory time. In such circumstances where an employee is unable to report to work because of inclement weather when the Sheriff's Office opens at its normal time, but closes early, the time lost will be one full day and charged against accumulated vacation or compensatory time. In the event that no time is accumulated, the time off from work will be charged as time off without pay.

Section 7: Emergency Duty

Employees called out on emergency duty shall receive a minimum of four (4) hours pay for such duty at the appropriate rate. All hours worked on emergency "call-out" shall not be included as time worked for purpose of calculating the employee's work week nor for overtime computation in accordance with the provisions of the Fair Labor Standards Act.

Section 8: Out of Title Pay:

Any civilian who is appointed by the Sheriff or Sheriff's designee to assume the supervisory responsibility of their direct supervisor in the supervisor's absence for a length of time in excess of thirty (30) working days shall be compensated at two (2) hours per day at the employee's current rate of pay.

ARTICLE XIX
SALARY PROGRESSION SCHEDULE AND EMPLOYEE EVALUATIONS

Section 1: Wages

1. Effective and retroactive to January 1, 2019, all employees shall have their salaries increased by 1.75%. There shall be no step movement.
2. Effective and retroactive to January 1, 2020, all employees shall have their salaries increased by 1.75%. There will be no step movement.
3. Effective and retroactive to January 1, 2021, all employees shall have their salaries increased by 1.50%. There shall be no step movement.
4. Effective and retroactive to January 1, 2022, employees on the Salary Guide will advance one step on the salary guide.
5. Effective and retroactive to January 1, 2022, employees who are not on the salary guide will receive a 1.50% salary increase with no step movement.
6. The above increases are inclusive of increment, and retroactive to the date(s) above, when applicable.

Section 2: General Guidelines Applicable To All Employees

The Employer shall evaluate each bargaining unit member in accordance with the "Performance Appraisal Form" utilized by the Office of the Sheriff. Every evaluation shall be conducted by the employee's immediate supervisor and reviewed by the applicable division head. Final approval shall be made by the Division Head. The employee will be given the opportunity to comment upon the evaluation.

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

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

B. The Employer reserves the right to discipline personnel in accordance with State law. Withholding of step movement shall not be done for disciplinary reasons and shall not be considered disciplinary action under the terms of this Agreement.

C. All personnel assigned the responsibility of evaluating other employees shall be required to make monthly notations of performance. The purpose of this monthly notation is to provide periodic counseling of employees by their evaluators and to ensure that the year-end evaluation has a continuous factual record. These notations may be reviewed by the employee.

D. It shall be the responsibility of the employee's immediate supervisor to submit a written job performance evaluation on an approved Performance Appraisal form utilized by the Office of the Sheriff, to the appropriate division head at least twenty (20) working days prior to the date scheduled for step movement. It shall be the responsibility of the supervisor to conduct the employee job performance evaluation. The job performance evaluation shall include a statement by the supervisor indicating whether or not the employee has performed in a satisfactory or unsatisfactory capacity. In the event of an unsatisfactory performance rating or lower, it shall be the responsibility of the supervisor to notify the division head of his/her determination.

E. Upon the completion of an unsatisfactory employee job performance evaluation, the employee's supervisor shall submit his/her findings to the division head. Upon review by the department head, and finding the submitted evaluation of the employee to be unsatisfactory, remedial action shall be implemented.

F. An employee receiving a satisfactory initial job performance evaluation at the conclusion of the anniversary period shall be subsequently evaluated on an annual basis prior to his/her anniversary date. The evaluation shall be administered by the supervisor at least twenty (20) working days prior to the anniversary date.

Section 3: Step Movement

It is established herein that in no event shall employees advance on the salary progression schedule following the expiration date of this labor agreement. There shall be no step increases or salary adjustments of any kind whatsoever pursuant to the salary progression schedule after December 31, 2018 unless the parties agree to extend the provisions of this Article. These provisions shall terminate on December 31, 2018.

Employees promoted to a higher position title shall be eligible for advancement on the salary progression schedule to the next applicable step, provided the employee has at least one year service with the County as of July 1, however all employees shall be subject to the following procedures in order to be paid a step increase:

A. The Employer reserves the sole right to establish each new hire's salary at any level between the minimum and maximum salaries within the range for that employee's job category.

B. Step increases shall be granted only to employees who qualify for step increases by virtue of their requisite one-year in service in step and whose performance is satisfactory as determined in accordance with the Performance Appraisal form utilized by the Office of the Sheriff. An employee who is scheduled for step increase on the next succeeding July 1 step progression date will be notified in his/her January evaluation by the Division Head if there are any performance deficiencies that could lead the Division Head to recommend that the employee not be advanced to the next step on the range.

C. In accordance with the performance evaluation process, if, in the determination of the Division Head, an employee's performance is unsatisfactory, the employee shall be advised in writing in the January evaluation of his/her performance deficiencies and will be provided with written recommendations as to how the employee may improve his or her performance. Upon receipt of such performance deficiencies, the employee shall be re-evaluated in the next succeeding April following the January evaluation. If the employee's performance subsequently improves and the employee receives a satisfactory evaluation in April he/she will receive the scheduled step increase at the next succeeding July salary progression date.

D. An employee who receives an unsatisfactory evaluation in his/her April evaluation (either because of failure to improve performance deficiencies noted in his/her January evaluation, or because of performance deficiencies that have developed since his/her January evaluation), will not receive any scheduled step increase as provided on the salary progression schedule.

E. An employee who is not eligible to advance on the step progression schedule because of performance deficiencies may file a grievance concerning his/her own evaluation provided that any such grievance shall terminate at Step 2 (Sheriff's decision) and shall not be subject to arbitration. If an employee remains "frozen", however, in a step range after one (1) year because of a second unsatisfactory evaluation in the subsequent evaluation in January, he/she may file a second grievance concerning this subsequent evaluation and that grievance will be subject to grievance arbitration. The standard to be applied by the arbitrator in rendering a decision concerning the employee's grievance concerning his/her evaluation shall require that the burden be upon the employee to prove that the Employer's evaluation was arbitrary and capricious. If the arbitrator sustains the grievance, the employee may be awarded a retroactive step increase back to July 1 of the preceding year in which the scheduled step increase was denied.

F. The Employer and union agree to establish a joint advisory Labor Management Committee to oversee the evaluation process. This Committee shall meet only on non-working time. It shall remain, however, the sole and exclusive authority of the Employer to evaluate its employees.

In order to be eligible for advancement on the salary progression schedules to the next applicable step, an employee must serve a minimum of one (1) year in his/her current step; provided however, that an employee promoted to a higher position title shall be eligible for advancement to the next applicable step if the employee has at least one year service with the Employer as of July 1.

G. Promotions - Employees promoted to a higher position title shall receive no less than one (1) salary increment in the old range upon promotion. Employees promoted who are off the salary guide shall receive a five percent (5%) increase.

Section 4:

Notwithstanding the previous sections of this Article, evaluations and all other provisions shall remain applicable except there shall be no step movement on the Salary Progression schedules for 2019, 2020, and 2021. There is only step movement in 2022 for employees on the salary progression guide.

**ARTICLE XX
LONGEVITY**

Section 1:

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

<u>Years of Service</u>	<u>Percentage</u>
After 3rd through 8th. Anniversary date of employment	1%
After 8th through 12th. Anniversary date of employment	3%
After 12th through 16th. Anniversary date of employment	5%
After 16th anniversary date of employment	7%

Section 2:

Longevity will be paid in accordance with the provisions of this Agreement on a bi-weekly basis to be included with the employee's regular pay issued on the appropriate pay days.

Section 3:

In consideration of entitlement to longevity, no tacking on of previous periods of employment shall be permitted unless such payment of service shall have been interrupted by an approved leave of absence.

Section 4:

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

ARTICLE XXI
APPLICATION OF BENEFITS

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

Further, the provisions of this agreement shall not apply to any employee who has left the employ of the Office of the Sheriff; Morris County prior to the date of signing of this agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 2019, through the date of retirement of any employee retiring prior to date of signing of the agreement. The estate of a deceased employee who dies prior to the date of the signing of the agreement shall receive the employee's salary adjustment retroactively from January 1, 2019 to the employee's last date of employment.

ARTICLE XXII GENERAL PROVISIONS

Section 1:

This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, except where otherwise provided herein neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2:

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

Section 3:

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular 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 the employee's supervisor immediately.

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

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

Section 5: Job Posting.

The Sheriff shall post in all places where normal postings to the union are posted, notices of all job vacancies, openings and promotional opportunities for a period of ten (10) working days prior to the Sheriff advertising the position to the general public. The expiration of this ten (10) day period does not, in any manner or way, forfeit an employee's right to submit an application for the posted vacancy(s), position(s) or promotional opportunity(s) after this period has passed. The posting shall designate the title of the position, describe in general detail the duties and responsibilities of the prospective position and the salary range of the position offered. The

Sheriff shall comply with all rules and procedures of the Department of Personnel and the Public Employment Relations Commission in establishing and filling the prospective position.

The Sheriff shall have the right, based on the needs of the service, to temporarily transfer employees for a period of time not to exceed ninety (90) days at any one time.

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

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

Improved insurance benefits shall include, but not be limited to, health benefits, dental plans, optical plans, and prescription drug plans. The foregoing clause shall not apply to any benefits directed to be given by an arbitrator in Police and Fire Interest Arbitration applying to County Employee groups including employees of boards and commissions of Morris County.

**ARTICLE XXIV
DISABILITY LEAVE**

Section 1:

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

Section 2:

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

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 the guarantor.

**ARTICLE XXV
DURATION**

This Agreement shall be in full force and effect as of the first day of January 2019, except as otherwise provided herein and shall remain in full force and effect through the thirty-first day of December 2022. The Agreement shall continue thereafter unless and until the parties execute a successor agreement.

All parties acknowledge these terms and conditions are subject to ratification, and the mediator retains jurisdiction.

All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.

All terms and conditions previously agreed to shall remain settled and incorporated into the new agreement. (See any documents attached hereto, labeled "Exhibit A," as said terms and conditions).

All other terms and conditions not contained herein shall remain status quo.

All other proposals are hereby withdrawn by both parties.

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

SHERIFF OF MORRIS COUNTY


James Gannon, Sheriff

Dated:

2/10/22

MORRIS COUNTY CORRECTIONS CIVILIAN EMPLOYEES' ASSOCIATION


President
KENNETH PALMISANO

Dated:

2/14/2022

MORRIS COUNTY BOARD OF COMMISSIONERS


Dated:

2-23-22

APPENDIX 1

Corrections Civilians

<u>Title</u>	<u>Job Category</u>
ACCOUNT CLERK	G
SUBSTANCE ABUSE COUNSELOR I CLERK	M G
COMPUTER SERVICE TECHNICIAN	I
COUNSELOR PENAL INSTITUTION	N
GRADUATE NURSE	U
HEAD TEACHER	P
HEATING & AIR CONDITIONING MECHANIC	N
KEYBOARDING CLERK I	G
KEYBOARDING CLERK II	H
KEYBOARDING CLERK III	J
MAINTENANCE REPAIRER	I
MAINTENANCE SUPERVISOR	T
MEDICAL RECORD CLERK	H
PARALEGAL TECHNICAL 2	L
PAYROLL CLERK	H
PHOTO PROCESSOR/DEVELOPER	M
PLUMBER	N
PRACTICAL NURSE	S
PRINCIPAL ACCOUNT CLERK	K
SECRETARIAL ASSISTANT	K
SECRETARIAL ASSISTANT TYPING	K
SOCIAL CASE WORKER	N
SR ACCOUNT CLERK	I
SR CLERK	H
SR COUNSELOR PENAL INSTITUTION	O
SR MAINTENANCE REPAIRER	J
SR MAINTENANCE REPAIRER-ELECT	J
SR SYSTEMS ANALYST	V
SYSTEM ANALYST	U
TEACHER / PENAL INSTITUTION	O

Year 2019

Increase
Guide

1.75%

	1	2	3	4	5	6	7	8	9	10	11	12
G	\$28,463	\$30,044	\$31,625	\$33,206	\$34,787	\$36,369	\$37,951	\$39,531	\$41,112	\$41,112	\$42,693	\$42,693
H	\$30,044	\$31,712	\$33,380	\$35,049	\$36,716	\$38,385	\$40,053	\$41,722	\$43,389	\$43,389	\$45,058	\$45,058
I	\$31,625	\$33,382	\$35,138	\$36,896	\$38,652	\$40,409	\$42,165	\$43,922	\$45,679	\$45,679	\$47,436	\$47,436
J	\$33,206	\$35,051	\$36,897	\$38,741	\$40,587	\$42,432	\$44,279	\$46,123	\$47,969	\$47,969	\$49,814	\$49,814
K	\$35,578	\$37,554	\$39,531	\$41,508	\$43,485	\$45,461	\$47,437	\$49,414	\$51,390	\$51,390	\$53,367	\$53,367
L	\$37,159	\$39,223	\$41,287	\$43,350	\$45,413	\$47,477	\$49,541	\$51,604	\$53,667	\$53,667	\$55,732	\$55,732
M	\$39,531	\$41,728	\$43,925	\$46,121	\$48,318	\$50,515	\$52,711	\$54,907	\$57,104	\$57,104	\$59,299	\$59,299
N	\$41,903	\$44,231	\$46,559	\$48,886	\$51,213	\$53,542	\$55,869	\$58,196	\$60,524	\$60,524	\$62,851	\$62,851
O	\$45,066	\$47,569	\$50,072	\$52,575	\$55,078	\$57,580	\$60,083	\$62,586	\$65,089	\$65,089	\$67,593	\$67,593
P	\$46,647	\$49,238	\$51,829	\$54,421	\$57,013	\$59,604	\$62,197	\$64,788	\$67,380	\$67,380	\$69,971	\$69,971
Q	\$49,019	\$51,466	\$54,465	\$57,188	\$59,910	\$62,633	\$65,355	\$68,079	\$70,803	\$70,803	\$73,525	\$73,525
R	\$52,971	\$55,914	\$58,857	\$61,800	\$64,743	\$67,685	\$70,628	\$73,570	\$76,514	\$76,514	\$79,457	\$79,457
S	\$56,924	\$60,087	\$63,250	\$66,412	\$69,576	\$72,737	\$75,899	\$79,062	\$82,225	\$82,225	\$85,388	\$85,388
T	\$63,250	\$66,763	\$70,277	\$73,790	\$77,304	\$80,817	\$84,330	\$87,844	\$91,357	\$91,357	\$94,871	\$94,871
U	\$69,576	\$73,439	\$77,304	\$81,168	\$85,033	\$88,898	\$92,762	\$96,626	\$100,491	\$100,491	\$104,356	\$104,356
V	\$76,691	\$80,950	\$85,211	\$89,470	\$93,730	\$97,989	\$102,250	\$106,510	\$110,770	\$110,770	\$115,029	\$115,029
W	\$85,388	\$90,130	\$94,875	\$99,618	\$104,362	\$109,106	\$113,850	\$118,593	\$123,337	\$123,337	\$128,081	\$128,081

Year 2020

Increase Guide 1.75%

	1	2	3	4	5	6	7	8	9	10	11	12
G	\$28,961	\$30,570	\$32,178	\$33,787	\$35,396	\$37,005	\$38,615	\$40,223	\$41,831	\$43,440	\$45,048	\$46,656
H	\$30,570	\$32,267	\$33,964	\$35,662	\$37,359	\$39,057	\$40,754	\$42,452	\$44,148	\$45,847	\$47,544	\$49,242
I	\$32,178	\$33,966	\$35,753	\$37,542	\$39,328	\$41,116	\$42,903	\$44,691	\$46,478	\$48,266	\$50,054	\$51,842
J	\$33,787	\$35,664	\$37,543	\$39,419	\$41,297	\$43,175	\$45,054	\$46,930	\$48,808	\$50,686	\$52,564	\$54,442
K	\$36,201	\$38,211	\$40,223	\$42,234	\$44,246	\$46,257	\$48,267	\$50,279	\$52,289	\$54,301	\$56,311	\$58,322
L	\$37,809	\$39,909	\$42,010	\$44,109	\$46,208	\$48,308	\$50,408	\$52,507	\$54,606	\$56,707	\$58,806	\$60,906
M	\$40,223	\$42,458	\$44,694	\$46,928	\$49,164	\$51,399	\$53,633	\$55,868	\$58,103	\$60,337	\$62,571	\$64,806
N	\$42,636	\$45,005	\$47,374	\$49,742	\$52,109	\$54,479	\$56,847	\$59,214	\$61,583	\$63,951	\$66,319	\$68,687
O	\$45,855	\$48,401	\$50,948	\$53,495	\$56,042	\$58,588	\$61,134	\$63,681	\$66,228	\$68,776	\$71,323	\$73,869
P	\$47,463	\$50,100	\$52,736	\$55,373	\$58,011	\$60,647	\$63,285	\$65,922	\$68,559	\$71,195	\$73,832	\$76,469
Q	\$49,877	\$52,367	\$55,418	\$58,189	\$60,958	\$63,729	\$66,499	\$69,270	\$72,042	\$74,812	\$77,583	\$80,354
R	\$53,898	\$56,892	\$59,887	\$62,882	\$65,876	\$68,869	\$71,864	\$74,857	\$77,853	\$80,847	\$83,842	\$86,837
S	\$57,920	\$61,139	\$64,357	\$67,574	\$70,794	\$74,010	\$77,227	\$80,446	\$83,664	\$86,882	\$90,100	\$93,317
T	\$64,357	\$67,931	\$71,507	\$75,081	\$78,657	\$82,231	\$85,806	\$89,381	\$92,956	\$96,531	\$100,106	\$103,681
U	\$70,794	\$74,724	\$78,657	\$82,588	\$86,521	\$90,454	\$94,385	\$98,317	\$102,250	\$106,182	\$110,115	\$114,048
V	\$78,033	\$82,367	\$86,702	\$91,036	\$95,370	\$99,704	\$104,039	\$108,374	\$112,708	\$117,042	\$121,376	\$125,710
W	\$86,882	\$91,707	\$96,535	\$101,361	\$106,188	\$111,015	\$115,842	\$120,668	\$125,495	\$130,322	\$135,149	\$139,976

Years 2021
Increase
Guide

1.50%

	1	2	3	4	5	6	7	8	9	10	11	12
G	\$29,395	\$31,028	\$32,661	\$34,294	\$35,927	\$37,561	\$39,194	\$40,826	\$42,459	\$44,092	\$44,092	\$44,092
H	\$31,028	\$32,751	\$34,474	\$36,197	\$37,919	\$39,643	\$41,365	\$43,089	\$44,811	\$44,811	\$46,534	\$46,534
I	\$32,661	\$34,476	\$36,289	\$38,105	\$39,918	\$41,733	\$43,546	\$45,361	\$47,176	\$47,176	\$48,990	\$48,990
J	\$34,294	\$36,199	\$38,106	\$40,010	\$41,917	\$43,822	\$45,730	\$47,634	\$49,541	\$49,541	\$51,446	\$51,446
K	\$36,744	\$38,784	\$40,826	\$42,868	\$44,910	\$46,950	\$48,991	\$51,033	\$53,074	\$53,074	\$55,115	\$55,115
L	\$38,376	\$40,508	\$42,640	\$44,770	\$46,901	\$49,032	\$51,164	\$53,295	\$55,425	\$55,425	\$57,558	\$57,558
M	\$40,826	\$43,095	\$45,364	\$47,632	\$49,901	\$52,170	\$54,438	\$56,706	\$58,975	\$58,975	\$61,242	\$61,242
N	\$43,276	\$45,680	\$48,084	\$50,488	\$52,891	\$55,296	\$57,699	\$60,103	\$62,507	\$62,507	\$64,910	\$64,910
O	\$46,542	\$49,127	\$51,712	\$54,297	\$56,882	\$59,466	\$62,051	\$64,636	\$67,221	\$67,221	\$69,808	\$69,808
P	\$48,175	\$50,851	\$53,527	\$56,204	\$58,881	\$61,557	\$64,235	\$66,911	\$69,588	\$69,588	\$72,263	\$72,263
Q	\$50,625	\$53,152	\$56,249	\$59,062	\$61,873	\$64,685	\$67,496	\$70,309	\$73,123	\$73,123	\$75,934	\$75,934
R	\$54,706	\$57,746	\$60,785	\$63,825	\$66,864	\$69,903	\$72,942	\$75,980	\$79,021	\$79,021	\$82,060	\$82,060
S	\$58,789	\$62,056	\$65,322	\$68,588	\$71,855	\$75,120	\$78,386	\$81,652	\$84,919	\$84,919	\$88,186	\$88,186
T	\$65,322	\$68,950	\$72,579	\$76,208	\$79,837	\$83,465	\$87,093	\$90,722	\$94,350	\$94,350	\$97,979	\$97,979
U	\$71,855	\$75,845	\$79,837	\$83,827	\$87,819	\$91,811	\$95,801	\$99,792	\$103,783	\$103,783	\$107,775	\$107,775
V	\$79,204	\$83,602	\$88,003	\$92,401	\$96,801	\$101,199	\$105,600	\$110,000	\$114,399	\$114,399	\$118,798	\$118,798
W	\$88,186	\$93,083	\$97,983	\$102,882	\$107,781	\$112,681	\$117,580	\$122,478	\$127,378	\$127,378	\$132,277	\$132,277

Increase 1.50% for employees off the guide

Employees on the guide will increase one step.

	1	2	3	4	5	6	7	8	9	10	11	12
G	\$29,395	\$31,028	\$32,661	\$34,294	\$35,927	\$37,561	\$39,194	\$40,826	\$42,459	\$44,092	\$44,092	\$44,092
H	\$31,028	\$32,751	\$34,474	\$36,197	\$37,919	\$39,643	\$41,365	\$43,089	\$44,811	\$44,811	\$46,534	\$46,534
I	\$32,661	\$34,476	\$36,289	\$38,105	\$39,918	\$41,733	\$43,546	\$45,361	\$47,176	\$47,176	\$48,990	\$48,990
J	\$34,294	\$36,199	\$38,106	\$40,010	\$41,917	\$43,822	\$45,730	\$47,634	\$49,541	\$49,541	\$51,446	\$51,446
K	\$36,744	\$38,784	\$40,826	\$42,868	\$44,910	\$46,950	\$48,991	\$51,033	\$53,074	\$53,074	\$55,115	\$55,115
L	\$38,376	\$40,508	\$42,640	\$44,770	\$46,901	\$49,032	\$51,164	\$53,295	\$55,425	\$55,425	\$57,558	\$57,558
M	\$40,826	\$43,095	\$45,364	\$47,632	\$49,901	\$52,170	\$54,438	\$56,706	\$58,975	\$58,975	\$61,242	\$61,242
N	\$43,276	\$45,680	\$48,084	\$50,488	\$52,891	\$55,296	\$57,699	\$60,103	\$62,507	\$62,507	\$64,910	\$64,910
O	\$46,542	\$49,127	\$51,712	\$54,297	\$56,882	\$59,466	\$62,051	\$64,636	\$67,221	\$67,221	\$69,808	\$69,808
P	\$48,175	\$50,851	\$53,527	\$56,204	\$58,881	\$61,557	\$64,235	\$66,911	\$69,588	\$69,588	\$72,263	\$72,263
Q	\$50,625	\$53,152	\$56,249	\$59,062	\$61,873	\$64,685	\$67,496	\$70,309	\$73,123	\$73,123	\$75,934	\$75,934
R	\$54,706	\$57,746	\$60,785	\$63,825	\$66,864	\$69,903	\$72,942	\$75,980	\$79,021	\$79,021	\$82,060	\$82,060
S	\$58,789	\$62,056	\$65,322	\$68,588	\$71,855	\$75,120	\$78,386	\$81,652	\$84,919	\$84,919	\$88,186	\$88,186
T	\$65,322	\$68,950	\$72,579	\$76,208	\$79,837	\$83,465	\$87,093	\$90,722	\$94,350	\$94,350	\$97,979	\$97,979
U	\$71,855	\$75,845	\$79,837	\$83,827	\$87,819	\$91,811	\$95,801	\$99,792	\$103,783	\$103,783	\$107,775	\$107,775
V	\$79,204	\$83,602	\$88,003	\$92,401	\$96,801	\$101,199	\$105,600	\$110,000	\$114,399	\$114,399	\$118,798	\$118,798
W	\$88,186	\$93,083	\$97,983	\$102,882	\$107,781	\$112,681	\$117,580	\$122,478	\$127,378	\$127,378	\$132,277	\$132,277

**Board of County Commissioners
Morris County, New Jersey**

RES-2022-140

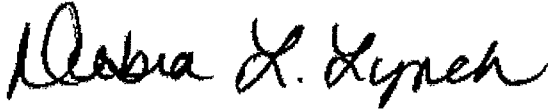
Adopted: January 26, 2022

BE IT RESOLVED by the Board of County Commissioners of the County of Morris in the State of New Jersey as follows:

1. The Memorandum of Agreement between the County of Morris, the Sheriff of Morris County, and the Morris County Corrections Civilian Employees Association, dated January 25, 2022, is hereby approved and accepted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Deborah Smith, Commissioner
SECONDER:	Stephen H. Shaw, Commissioner
AYES:	Selen, Krickus, Cabana, DeFillippo, Shaw, Smith
ABSENT:	Mastrangelo

I hereby certify the above to be a true copy of a resolution adopted by the Board of County Commissioners of the County of Morris at a regular meeting on January 26, 2022.



Debra L. Lynch, Clerk of the Board