

**AGREEMENT BETWEEN**

**COUNTY OF MORRIS  
MOSQUITO CONTROL**

**AND**

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

**JANUARY 1, 2017- DECEMBER 31, 2020**

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PREAMBLE

This Agreement made and entered into this *21<sup>st</sup>* day of *January* 2021, by and between the County of Morris, a political subdivision of the State of New Jersey, hereinafter referred to as the County and the Morris Council #6 N.J.C.S.A., hereinafter referred to as the Association, is the final and complete understanding between the County and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the County and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

## ARTICLE I: RECOGNITION AND SCOPE

### Section 1:

The County hereby recognizes the Association as the sole and exclusive representative of all full time, 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:

Account Clerk/Typing  
Assistant Chief Inspector  
Assistant Supervisor, Mosq Exterm  
Clerk  
Entomologist  
Equipment Operator/Inspector Mosquito Exterminator  
Equipment Operator, Mosq Exterm  
Heavy Equipment Operator, Mosq Exterm  
Heavy Equipment Operator, Supervisor  
Identification Specialist, Mosq Exterm  
Inspector, Mosq Exterm  
Inspector Trainee  
Laborer  
Mechanic  
Principal Account Clerk/ Typing  
Principal Storekeeper  
Senior Account Clerk/Typing  
Senior Inspector, Mosq Exterm  
Senior Mechanic  
Senior Storekeeper  
Storekeeper  
Supv. Account Clerk  
Supervisor  
Truck Driver

The following shall be excluded from representation under this Agreement: employees in the positions of Superintendent, Chief Inspector, General Supervisor, Water Management Supervisor, Wetlands Specialist, Biologist, Senior Biologist and professional employees, supervisors as defined by N.J.S.A. 34:13A-1 et seq., confidential employees (which presently includes employees in the positions of Administrative Clerk and Senior Clerk Bookkeeper), seasonal employees and part time employees.

Section 2:

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: COUNTY RIGHTS AND RESPONSIBILITIES

### Section 1:

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

1. To manage and administer the affairs and operations of the County;
2. To direct its working forces and operations;
3. To hire, promote and assign employees;
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 County.

### Section 2:

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

### Section 3:

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

### ARTICLE III: ASSOCIATION RIGHTS

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

Two members of the Association's Grievance Committee who shall be employees of the County, shall be permitted to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay. The President of the Association may be a member of the Grievance Committee, in which case the Grievance Committee may be comprised of three persons.

The County agrees that there shall be no discrimination, interference, restraint or coercion by the County or any of its agents against any employee because of his 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 County time. The Association further agrees it will restrict the conduct of Association business by its members on County time to the times and circumstances set forth above.

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



## ARTICLE IV: GRIEVANCE PROCEDURE

### Section 1: Definition

#### A. Contractual Grievance

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

- (1) Matters which involve the interpretation or application of a Civil Service Rule or Regulation of N.J.S.A. 11A:1-1 et seq. The Civil Service Law, and in which a method of review is prescribed by law, rule or regulation;
- (2) Matters where the County is without authority to act.

Employees who completed their first ninety (90) days of employment shall have the right to grieve and arbitrate all disciplinary actions not covered by the appeal procedure of the New Jersey Department of Personnel.

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

#### B. Non-Contractual Grievance

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

#### C. Immediate Supervisor

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

### Section 2: Purpose

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

The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such

discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

### Section 3: Procedure

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

#### Step 1:

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

#### Step 2:

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

#### Step 3:

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

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

If the grievant in his appeal to the County Administrator, does not request a hearing, the County Administrator may consider the appeal on the written record submitted to it or, on its own, conduct a hearing; or may request the submission of additional written material. Where additional written materials are requested by the County Administrator, copies thereof shall be

given to the aggrieved employee who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the County Administrator, a hearing shall be held.

The County Administrator shall make a determination within thirty (30) days from the receipt of the grievance and shall give written notification to the aggrieved employee, his representative, if there is to be one, and other parties if any, of its determination. This time period may be extended by mutual agreement of the parties.

Step 4:

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

The Arbitrator selected in accordance with the procedure outlined above shall conduct a hearing within a reasonable time after designation by the Public Employment Relations Commission.

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

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

In the presentation of a grievance, an employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

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

ARTICLE V: WORKING HOURS AND WORK WEEK

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

ARTICLE VI: SALARIES, SALARY PROGRESSION SCHEDULE  
and EMPLOYEE EVALUATIONS

Section 1: Wages:

A. 2017

- Steps 14 and 15 of the 2016 Salary Guide shall be combined into one step and shall be reflected as Step 14/15 on the 2017 Salary Guide.
- Effective January 1 and retroactive, employees shall move to the 2017 Salary Guide at their 2016 step.
- Effective January 1, and retroactive, employees Off Guide will receive a 1.5% salary increase.

B. 2018

- Effective January 1 and retroactive, the employees shall move to the 2018 Salary Guide at their current step.
- Effective January 1 and retroactive, the employees shall move one step on the 2018 Salary Guide movement.
- Effective January 1 and retroactive, employees Off Guide shall receive a 1.5% salary increase.

C. 2019

- Effective January 1 and retroactive, employees shall move to the 2019 Salary Guide at their current step.
- Effective January 1 and retroactive, the employees shall move one step on the 2019 Salary Guide.
- Effective January 1 and retroactive, employees Off Guide shall receive a 1.5% salary increase.

D. 2020

- Effective January 1 and retroactive, employees shall move to the 2020 Salary Guide and shall remain in their current step
- There shall be no step movement.
- Effective and retroactive to January 1, all employees Off Guide will receive a 2.5% salary increase.

Salary Guides and Progression Schedules (2017-2020) are set forth in Appendix 2.

Section 2: General Guidelines Applicable To All Employees

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

It is the purpose of the County to evaluate all employees at least once per year. The purpose of the evaluation is to train and evaluate personnel so they can deliver work performance at the highest possible 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 County 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 Morris County Performance Appraisal form to the appropriate division head in January. 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. Upon the completion of a satisfactory employee job performance evaluation in January, the employee shall be evaluated in April using the mid-year review check off Performance Appraisal form unless the employee has developed performance deficiencies since the January evaluation.

### 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 unless the parties agree to extend the provisions of this Article. These provisions shall terminate on December 31, 2020.

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 of each year of this agreement, however all employees shall be subject to the following procedures in order to be paid a step increase:

- A. The County 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 Morris County Performance Appraisal process. 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 his/her department head if there are any performance deficiencies that could lead the department 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 department head, an employee's performance is unsatisfactory, the employee shall be advised in writing in the January evaluation of his/her performance deficiencies and will be provided with written recommendations as to how the employee may improve his or her performance. Upon receipt of such performance deficiencies, the employee shall be re-evaluated using the Morris County Performance Appraisal form 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 (Manager of Labor Relations' 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 County's evaluation was arbitrary and capricious. If the arbitrator sustains the grievance, the employee may be awarded a retroactive step increase back to the effective date of the preceding year in which the scheduled step increase was denied.
- F. The County and union agree to establish a joint advisory Labor Management Committee to oversee the evaluation process. This Committee shall meet only on non-working time. It shall remain, however, the sole and exclusive authority of the County of Morris to evaluate its employees.

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 County as of July 1 of each year of this agreement.

#### 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.

ARTICLE VII: OVERTIME

Overtime shall be computed with reference to "hours worked". The term "hours worked":

1. Shall include the actual hours worked.
2. Shall include holiday and vacation time.
3. Shall not include sick leave.

Employees shall receive overtime compensation at time and one half (1<sup>1/2</sup>) their straight time hourly rates of pay after eight (8) continuous hours worked (a regular workday) and after forty (40) hours worked (a normal work week).

## ARTICLE VIII: CALL OUTS

All call outs between the hours of 12:00 a.m. and 6:00 a.m. shall be compensated at the rate of a four hour call out if the time worked is less than four hours. All call outs between the hours of 6:00 p.m. and 12:00 a.m. shall be compensated at the rate of two hours call out time if the time worked is less than two hours. In the event actual time worked on a call out should exceed the four hours or two hours provided, compensation in such event would be commensurate with the time worked.

## ARTICLE IX: FOGGING

Employees may be required to fog or spray insecticides beyond their normal hours of work. The employer will seek volunteers first and then shall require if there are not sufficient volunteers in an inverse order of seniority. Employees who perform this service shall be paid at the rate of time and one half (1 1/2) their straight time hourly rate for every hour worked while performing this service. The present hourly rate paid to employees for fogging shall be the only compensation they shall receive for such work, as the hourly rate is paid in lieu of overtime. Fogging shall not be considered a call out under Article VIII.

## ARTICLE X: UNIFORM AND EQUIPMENT ISSUE

The County shall promulgate work rules and a personnel code governing the use of the following issue to be supplied at County expense:

- (a) Uniforms - Uniforms shall be issued to all employees. Effective January 1, 2016, the issue will provide these employees with seven (7) changes per week. Rain gear will be issued when needed on the vehicle at crew level.
- (b) Hard hats - Will be issued on the vehicle at crew level.
- (c) Foot protectors - Will be provided in needed areas.
- (d) Nonprescription safety glasses (safety goggles) - Will be supplied. In the event an employee obtains prescription safety glasses, the County shall only reimburse him for the value of ordinary non-prescription safety glasses.
- (e) Work gloves - To be issued where required.
- (f) Boots - The annual allowance is \$90.00. Effective January 1, 2016, the annual boot allowance shall be \$100.00. All claims shall be submitted annually by September 1 and reimbursement shall be made within 30 days of submission.
- (g) Winter Jacket or Bib - Effective January 1, 2016, will be provided every two (2) years.
- (h) Hooded Sweatshirt - One (1) shall be provided annually

The issuance of the foregoing equipment shall be at the discretion of the Employer.

ARTICLE XI: VACATION

Section 1:

In accordance with N.J.S.A. 11A:6-3, employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	1 day for each month worked during the first year of employment
From 1st anniversary to 6th anniversary	12 days
From 6th anniversary to 12th anniversary	15 days
From 12th anniversary to 18th anniversary	18 days
From 18th anniversary to 24th anniversary	21 days
After 24th anniversary	25 days

Section 2:

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

Section 3:

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

Section 4:

Annual vacation shall be granted only with prior approval of the Director of the Division of Mosquito Control 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. The County, subject to the needs of the Department, will permit one employee from each group (i.e., Watercourse, Inspection and Spraying and

Drainage Maintenance) to take no more than one (1) week vacation (five (5) consecutive days) during the period June, July, and August.

Section 5:

An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to disability, leave of absence or 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 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 the prorated basis of one days' vacation for each month of actual 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.

## ARTICLE XII: HOLIDAYS

### Section 1:

Employees shall be granted the following paid holidays:

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

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

### Floating Holidays

The Employer, 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 Employer 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:

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 3:

If an employee is required to work on any one of the holidays designated under Section 1 of this Article, he/she shall be paid at the rate of time and one half (1<sup>1/2</sup>) his regular hourly rate for all hours worked, in addition to one (1) day's compensatory time off for each such holiday worked.

### Section 4:

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



## ARTICLE XIII: SICK LEAVE

### Section 1:

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

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

### Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he 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 15 days sick leave annually for each succeeding year of full-time employment, which is accumulative. Sick leave cannot be used as terminal leave. There shall be no accumulated time under any circumstances for sick leave when leaving the employ of the County. 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. Sick leave benefits shall be available to both provisional and permanent employees in accordance with law and existing practices.

### Section 3:

Notice of absence is required as follows:

Each employee is required to notify his supervisor within two (2) hours after starting time on each day of absence, giving the specific reason for the absence. Should the employee be unable to reach the supervisor, then the Director of the Division's 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 (5) consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

### Section 4:

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

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

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

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

Section 5:

Any employee who retires on or after January 1, 2000 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 ten-thousand five-hundred dollars (\$10,500).

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

#### ARTICLE XIV: STORM DAYS AND EMERGENCIES

All employees may be required to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the time lost from work will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the time lost from work will be charged as time off without pay. If an employee is unable to report for work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

## ARTICLE XV: HOSPITAL AND MEDICAL INSURANCE

### 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
  - PPO (Employer's Medical Insurance Plan)
  - The HMO option

#### **b. Medallion**

Each employee covered by the Medallion Plan shall have an amount deducted from each paycheck, which shall be equal to the annual equivalent of five percent (5%) of the annual medical insurance premium.

Effective January 1, 2011, payroll deductions were pursuant to the 2011 Contract Extension.

Effective January 1, 2012, the Medallion plan is no longer available.

#### **c. HMO Option**

Each employee covered by the HMO Option shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of three percent (3%) of the annual medical insurance premium. Upon expiration of the Agreement, the dollar value of the deduction shall remain unchanged until a successor Agreement is negotiated.

Effective January 1, 2011, payroll deductions pursuant to the 2011 Contract Extension.

Effective January 1, 2012, payroll deductions pursuant to the 2012-2013 Contract Extension.

Notwithstanding, effective January 1, 2014 payroll deductions were based upon the greater of the negotiated amount above or Chapter 78.

#### **c. Employer's Plan**

Each employee covered by the Employer's Medical Plan shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of three percent (3%) of the annual medical insurance premium.

Effective July 30, 2009, each employee covered by the Employer's Medical Plan shall have an amount deducted from each paycheck, which shall be equal to the annual

equivalent of four and one half percent (4.5%) of the annual medical insurance premium. Upon expiration of the Agreement, the dollar value of the deduction shall remain unchanged until a successor Agreement is negotiated.

Effective January 1, 2011, payroll deductions pursuant to the 2011 Contract Extension.

Effective January 1, 2012, the Wraparound Plan was discontinued and the PPO plan was implemented.

Effective January 1, 2012, payroll deductions pursuant to the 2012-2013 Contract Extension.

Notwithstanding, effective January 1, 2014 payroll deductions were based upon the greater of the negotiated amount above or Chapter 78.

- d. Effective July 30, 2009, plan changes to deductibles and co-payments for active employees and eligible retirees shall be implemented pursuant to the Memorandum of Agreement signed between the parties on March 9, 2009.

Section 2:

Effective July 30, 2009, the co-pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$ 5.00 for generic drugs  
\$10.00 for brand name drugs  
\$20.00 for formulary

Effective January 1, 2012, the co-pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$ 1.00 for generic drugs  
\$20.00 for brand name drugs  
\$35.00 for formulary

Section 3:

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

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

Section 4:

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

Section 5:

(a) Employees enrolled in medical and prescription plans may elect to waive their coverage provided proof of coverage through another source can be demonstrated. Employees who waive their medical and prescription coverage 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 (Employer's Plan or HMO Option).

Section 6:

The County of Morris shall pay the premium cost for an employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118.00 maximum annual or prorated for less than 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 County. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided for the employee. The total cost of the premium charged for the dependent coverage shall be paid by the employee. The employees' contribution shall be deducted in equal periodic amounts from their paychecks.

Section 7:

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

Section 8:

The Employer's Plan, 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.

Section 9:

A. The Employer shall assume the entire cost of health and hospital benefit insurance coverage (base hospital major medical PPO plan or its equivalent) for employees covered by this Collective Bargaining Agreement who:

1. Retired in good standing on a disability pension; or
2. Retired in good standing with 25 years or more service credits in a New Jersey State or locally administered retirement system and at least 15 years of service with the County at the time of retirement; or
3. Retired in good standing at the age of 62 or older with at least 15 years of service with the County.

Each retiree and his/her eligible dependents shall receive this benefit provided they annually advise the County of all other health and hospital coverage under which they are covered through any other source.

B. Employees hired on or after January 1, 2012, but before November 23, 2016, who retire and meet the criteria for County paid health insurance, will receive a plan for the employee only. Employees hired on or after January 1, 2012 but before November 23, 2016, who retire and meet the requirements for County paid health insurance will have the option to add their eligible dependents to the plan at the expense of the retiree.

Employees hired on or after January 1, 2012, but before November 23, 2016, must have 30 or more years of service credits in a New Jersey or locally administered retirement system and at least 15 years of service with the County at the time of retirement to be eligible for County paid health insurance. If future pension reform legislation does not increase the minimum number of years of service needed to be eligible for retirement, then the number of years needed for County paid health insurance shall remain at 25 years.

C. Employees hired after November 23, 2016 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 to enroll in Medicare. Upon becoming eligible for Medicare, the retiree shall no longer be eligible for paid health insurance and shall no longer be enrolled in a health insurance plan with the County assuming the partial cost of the premiums. Employees hired after November 23, 2016 who retire and meet the requirements for County paid health insurance, will have the option to add their eligible dependents to the plan at the expense of the retiree. Employees hired after November 23, 2016 shall not be eligible for Medicare Part B reimbursement upon retirement from the County.

## ARTICLE XVI: 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 present cost of 0.75% of base salary) 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.



ARTICLE XVII: 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 XVIII: PENSIONS

The County 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 XIX: 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 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

- A) With Pay: If the employee is a member of the National Guard, Naval Reserve, or any of the Reserve components of the Armed Forces, the employee shall be eligible for leave with differential pay for a period not to exceed 30 calendar days per year when called for active duty training. Employees required to report for Armed Forces physicals shall be paid for the time required. The employee shall be required to submit a written request with a copy of the duty orders to his supervisor at least two (2) weeks in advance. Pay received for the weekends while on active duty training will be retained by the employee and not permitted as a credit against the County's differential payment in the event of active duty training by the employee. Any employee called for a draft physical shall be compensated for the day.
  
- B) Without Pay: If the employee is inducted into the Armed Forces, then the employee shall be entitled to Military Leave without pay, provided a written request to the supervisor and a copy of the orders are attached. While in the military service, the employee's contributions to the Retirement System will be maintained, the seniority will be continued. The employee will be entitled to reinstatement, provided the employee is physically able and makes application for reinstatement within 90 days of Honorable Discharge.

### Section 3:

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

The County shall provide one (1) working day's bereavement leave in the case of death of a relative of the second degree; an 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 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 XIII, Sick Leave, Section 3. Proof of death may be required by the Division Director.

Section 4:

Other Leaves - Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the County. For a leave without pay, the employee shall submit a written request to the supervisor at least 60 days in advance stating the reason for the request, and the time required. This request will be forwarded to the members of the Board of Chosen Freeholders and promptly answered. If the employee's required absence exceed 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 5: Administrative Day / Personal Day

(a) Each employee shall be entitled to an allowance of one (1) work days' leave upon written request to and the approval of the Division Head only for the following reasons:

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

(b) Each employee will be granted one (1) personal day without the requirement of any of the above stated reasons, provided the employee obtains prior approval.

Effective July 30, 2009, the above referenced administrative day shall be converted to a personal day. If an employee has already taken an administrative day for 2009, that day will count toward the allotted personal days for 2009.

Administrative leave and personal leave, as noted above, shall be non-cumulative.

ARTICLE XX: POSTING OF NON-SUPERVISORY POSITION VACANCIES

Openings on non-supervisory classifications in the negotiating unit will be posted on bulletin boards for at least five (5) days to afford interested employees an opportunity to apply. If interested in a vacancy, the supervisor of the employee should be notified and will register the name of the applicant with the Division Head.

## ARTICLE XXI: DISABILITY LEAVE

### Section 1:

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

### Section 2:

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

These disability benefits are paid to all eligible employees covered by this Collective Negotiations 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 XXII: LONGEVITY

Section 1:

Each employee actively employed prior to July 1, 1990, and covered by this Agreement shall be paid in addition to the rates of pay set forth in Article VI set forth above, a longevity increment based upon years of service with the County (inclusive of service with the Mosquito Extermination Commission) in accordance with the following schedule:

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

Section 2:

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

Section 3:

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

Section 4:

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

ARTICLE XXIII: PUBLIC EMPLOYEES COMMITTEE

The County agrees that the public employees shall have the right through a three (3) member Committee to make recommendations and suggestions in connection with preparations, revisions and amendments of the rules and regulations promulgated by the County from time to time.



## ARTICLE XXIV: ASSOCIATION MEMBERSHIP DUES DEDUCTIONS

### Section 1:

Upon request, the County agrees to deduct from the salaries of those of its employees who authorize it, membership dues in the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15 9e of the statutes of New Jersey. Deductions shall be 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 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 and furnished with a copy thereof by the Association representative at the time the employee authorizes dues deduction.

ARTICLE XXV: AGREEMENT NOT TO STRIKE

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

## ARTICLE XXVI: GENERAL PROVISIONS

### Section 1:

This Agreement constitutes the complete and final understanding and resolution by the parties of all negotiable 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:

#### General Information

- A. Physical examinations may be required from time to time at the expense of the County.
- B. Change of address of an employee must be reported to employee's supervisor immediately.
- C. Where the job requires, residence by County employee 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 XXVII: APPLICATION OF BENEFITS

The fact that provisional 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 are receiving or will receive under this Agreement.

The provisions of this Agreement shall not apply to any employee who has left the employ of the County prior to the date of signing of this Agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 2017, 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 adjustment retroactively from January 1, 2017 to the employee's last date of employment.

ARTICLE 28: Duration

This Agreement shall be in full force and effect as of the first day of January 2017 and shall remain in full force and effect through the thirty-first day of December, 2020.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
(FORMERLY BOARD OF CHOSEN  
FREEHOLDERS)

Debra L. Lepore

By: Steph A. [Signature]

ATTEST:

MORRIS COUNCIL NO. 6,  
NEW JERSEY CIVIL SERVICE  
ASSOCIATION

Elizabeth S. [Signature]

By: Elizabeth S. Tuttle 1/27/2021

**JOB CATEGORY**

ACCOUNT CLERK TYPING	10
ASSISTANT CHIEF INSPECTOR	18
ASSISTANT SUPERVISOR	17
CLERK	10
ENTOMOLOGIST	18
EQUIPMENT OPERATOR	15
EQUIPMENT OPERATOR/INSPECTOR MOSQUITO EXTERMINATOR	16
HEAVY EQUIPMENT OPERATOR	17
HEAVY EQUIPMENT OPERATOR – SUPERVISOR	18
IDENTIFICATION SPECIALIST	17
INSPECTOR	15
INSPECTOR TRAINEE	14
LABORER	11
MECHANIC	15
PRINCIPAL ACCOUNT CLERK/TYPING	12
PRINCIPAL STOREKEEPER	14
SR ACCOUNT CLERK/TYPING	11
SR INSPECTOR	17
SR MECHANIC	16
SR STOREKEEPER	12
STOREKEEPER	11
SUPERVISOR	18
SUPERVISING ACCOUNT CLERK	13
TRUCK DRIVER	14

APPENDIX 2  
SALARY GUIDES

Morris Council No. 6  
Mosquito Progression Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
2017																			
10	\$25,544	\$26,254	\$26,964	\$27,673	\$28,383	\$29,092	\$29,801	\$31,221	\$31,931	\$32,640	\$34,059	\$35,478	\$36,188	\$36,898	\$37,607	\$38,317	\$38,892		
11	\$29,801	\$30,630	\$31,457	\$32,286	\$33,113	\$33,942	\$34,770	\$36,426	\$37,255	\$38,082	\$39,738	\$41,394	\$42,223	\$43,050	\$43,879	\$44,706	\$45,377		
12	\$31,931	\$32,818	\$33,704	\$34,592	\$35,478	\$36,366	\$37,252	\$39,026	\$39,913	\$40,800	\$42,574	\$44,347	\$45,235	\$46,122	\$47,009	\$47,896	\$48,615		
13	\$33,350	\$34,276	\$35,201	\$36,128	\$37,054	\$37,980	\$38,905	\$40,758	\$41,683	\$42,609	\$44,461	\$46,313	\$47,239	\$48,165	\$49,091	\$50,018	\$50,767		
14	\$35,478	\$36,464	\$37,450	\$38,436	\$39,422	\$40,408	\$41,393	\$43,364	\$44,351	\$45,336	\$47,307	\$49,278	\$50,263	\$51,249	\$52,234	\$53,220	\$54,018		
15	\$37,607	\$38,652	\$39,696	\$40,741	\$41,785	\$42,830	\$43,874	\$45,963	\$47,008	\$48,052	\$50,141	\$52,229	\$53,274	\$54,318	\$55,363	\$56,407	\$57,254		
16	\$40,445	\$41,568	\$42,691	\$43,814	\$44,938	\$46,062	\$47,185	\$49,431	\$50,555	\$51,678	\$53,924	\$56,171	\$57,294	\$58,417	\$59,540	\$60,663	\$61,574		
17	\$41,864	\$43,028	\$44,190	\$45,354	\$46,517	\$47,679	\$48,842	\$51,168	\$52,331	\$53,494	\$55,820	\$58,146	\$59,310	\$60,472	\$61,635	\$62,798	\$63,740		
18	\$43,993	\$45,215	\$46,436	\$47,658	\$48,880	\$50,102	\$51,324	\$53,768	\$54,990	\$56,212	\$58,656	\$61,099	\$62,322	\$63,543	\$64,765	\$65,987	\$66,977		

APPENDIX 2  
SALARY GUIDES

Morris Council No. 6  
Mosquito Progression Schedule

2018	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	\$25,544	\$26,254	\$26,964	\$27,673	\$28,383	\$29,092	\$29,801	\$31,221	\$31,931	\$32,640	\$34,059	\$35,478	\$36,188	\$36,898	\$37,607	\$38,317	\$39,475	
10	\$29,801	\$30,630	\$31,457	\$32,286	\$33,113	\$33,942	\$34,770	\$36,426	\$37,255	\$38,082	\$39,738	\$41,394	\$42,223	\$43,050	\$43,879	\$44,706	\$46,058	
11	\$31,931	\$32,816	\$33,704	\$34,592	\$35,478	\$36,366	\$37,252	\$39,026	\$39,913	\$40,800	\$42,574	\$44,347	\$45,235	\$46,122	\$47,009	\$47,896	\$49,344	
12	\$33,350	\$34,276	\$35,201	\$36,128	\$37,054	\$37,980	\$38,905	\$40,758	\$41,683	\$42,609	\$44,461	\$46,313	\$47,239	\$48,165	\$49,091	\$50,018	\$51,529	
13	\$35,478	\$36,464	\$37,450	\$38,436	\$39,422	\$40,408	\$41,393	\$43,364	\$44,351	\$45,336	\$47,307	\$49,278	\$50,263	\$51,249	\$52,234	\$53,220	\$54,828	
14	\$37,607	\$38,652	\$39,696	\$40,741	\$41,785	\$42,830	\$43,874	\$45,963	\$47,008	\$48,052	\$50,141	\$52,229	\$53,274	\$54,318	\$55,363	\$56,407	\$58,113	
15	\$40,445	\$41,568	\$42,691	\$43,814	\$44,938	\$46,062	\$47,185	\$49,431	\$50,555	\$51,678	\$53,924	\$56,171	\$57,294	\$58,417	\$59,540	\$60,663	\$62,498	
16	\$41,864	\$43,028	\$44,190	\$45,354	\$46,517	\$47,679	\$48,842	\$51,168	\$52,331	\$53,494	\$55,820	\$58,146	\$59,310	\$60,472	\$61,635	\$62,798	\$64,656	
17	\$43,993	\$45,215	\$46,436	\$47,658	\$48,880	\$50,102	\$51,324	\$53,768	\$54,990	\$56,212	\$58,656	\$61,099	\$62,322	\$63,543	\$64,765	\$65,987	\$67,982	





APPENDIX 2  
SALARY GUIDES

Morris Council No. 6  
Mosquito Progression Schedule

2020	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	\$26,183	\$26,911	\$27,638	\$28,365	\$29,093	\$29,820	\$30,547	\$32,001	\$32,729	\$33,456	\$34,910	\$36,365	\$37,093	\$37,820	\$38,547	\$39,275	\$39,275	\$41,069
10	\$30,547	\$31,395	\$32,244	\$33,093	\$33,941	\$34,790	\$35,640	\$37,337	\$38,186	\$39,035	\$40,732	\$42,429	\$43,279	\$44,127	\$44,976	\$45,824	\$45,824	\$47,917
11	\$32,729	\$33,638	\$34,546	\$35,455	\$36,365	\$37,275	\$38,184	\$40,001	\$40,911	\$41,820	\$43,638	\$45,456	\$46,366	\$47,275	\$48,185	\$49,093	\$49,093	\$51,336
12	\$34,184	\$35,133	\$36,081	\$37,031	\$37,980	\$38,930	\$39,878	\$41,777	\$42,725	\$43,674	\$45,573	\$47,471	\$48,420	\$49,369	\$50,319	\$51,268	\$51,268	\$53,609
13	\$36,365	\$37,376	\$38,386	\$39,397	\$40,407	\$41,418	\$42,428	\$44,448	\$45,460	\$46,469	\$48,489	\$50,510	\$51,520	\$52,530	\$53,540	\$54,550	\$54,550	\$57,042
14	\$38,547	\$39,616	\$40,689	\$41,759	\$42,830	\$43,901	\$44,971	\$47,112	\$48,183	\$49,254	\$51,395	\$53,535	\$54,606	\$55,676	\$56,747	\$57,817	\$57,817	\$60,459
15	\$41,456	\$42,607	\$43,759	\$44,910	\$46,061	\$47,213	\$48,365	\$50,667	\$51,819	\$52,970	\$55,272	\$57,575	\$58,726	\$59,877	\$61,029	\$62,180	\$62,180	\$65,021
16	\$42,911	\$44,104	\$45,295	\$46,487	\$47,680	\$48,871	\$50,063	\$52,447	\$53,639	\$54,832	\$57,215	\$59,599	\$60,792	\$61,984	\$63,176	\$64,368	\$64,368	\$67,308
17	\$45,092	\$46,345	\$47,597	\$48,850	\$50,102	\$51,355	\$52,607	\$55,112	\$56,364	\$57,617	\$60,122	\$62,627	\$63,880	\$65,132	\$66,384	\$67,637	\$67,637	\$70,726
18																		

EXTENSION OF COLLECTIVE NEGOTIATION AGREEMENT

THIS ADDENDUM to the main labor contract is made and entered into this the 27th day of September, 2010 by and between the County of Morris and Morris Council No 6. The parties hereby agree as follows:

1. Duration: January 1, 2011 through December 31, 2011.
2. The parties have agreed to extend the terms and conditions of the existing Collective Negotiation Agreement between the parties for the duration of time referenced above except as modified herein.
3. Any terms and conditions not contained herein shall remain in full force and effect until a successor agreement has been negotiated.
4. Salary:
  - a. Effective January 1, 2011 there shall be a zero percent (0%) increase to the salary guide.
  - b. Effective January 1, 2011 there shall be no step movement on the salary guide.
5. Health Benefits
  - a. Effective January 1, 2011 employee contributions for health insurance shall remain at the rate in effect as of December 31, 2010, if the employee's contribution is a minimum of one and one half percent (1.5%) of the employee's base salary.
  - b. Any employee who as of December 31, 2010 has a payroll contribution rate for health insurance that is less than one and one half percent (1.5%) of the employee's base salary shall have their payroll contribution for health insurance increased to a one and one half percent (1.5%) of the employee's base salary.
  - c. Any employee who as of December 31, 2010 has a payroll contribution rate that is greater than 1.5% of base salary, that contribution rate shall remain unchanged for 2011.
6. In the event it becomes necessary to layoff employees covered by this Agreement any time from the date of the execution of this Addendum through December 31, 2011, the parties agree to re-open this Agreement.
7. This Addendum is subject to ratification by the membership of Morris Council No. 6 and approval of the County of Morris Board of Chosen Freeholders.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hand and seal this day and year first above written.

THE COUNTY OF MORRIS

*Al Stapp*  
*J.R. Bonner*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MORRIS COUNCIL No. 6 -- Mosquito

*Elizabeth Sautela 9/13/10*  
*John R. Ziers*  
*Coen DeBore*  
\_\_\_\_\_  
\_\_\_\_\_

## MEMORANDUM OF AGREEMENT

Morris Council No. 6 - Mosquito

### 1. Duration

January 1, 2012 through December 31, 2013

### 2. Medical Plan

- Effective January 1, 2012 all employees currently enrolled in the Wraparound Plan to transfer to the PPO plan -- (Attachment A) The Wraparound Plan will no longer be available for enrollment.
- Due to the bargaining unit falling below the contractual minimum to maintain the Medallion Plan, effective January 1, 2012 employees enrolled in the Medallion Plan shall transfer to the PPO Plan or HMO Option.

### 3. Payroll Contributions – Effective January 1, 2012

#### a. Current Employees

- Employees enrolled in HMO Option plan shall contribute 1.5% of salary. Notwithstanding, contributions shall not be less than current contribution amount.
- Employees enrolled in the PPO plan shall contribute 1.5% of base salary plus 2% of the premium.

#### b. Employees hired on or after January 1, 2012

- Employees shall pay the same as the current employees except if legislation is enacted that requires higher payroll contributions during the term of this Agreement, then the new hires will pay the greater of the current payroll contribution or the new legislation.

### 4. Prescription Co-pays – All active employees and employees who retire on or after January 1, 2012 (when applicable)

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

### 5. Retiree Health Insurance

a. The Employer shall assume the entire cost of health and hospital benefit insurance coverage (base hospital major medical wraparound plan or its equivalent) for employees covered by this Collective Bargaining Agreement who:

1. Retired in good standing on a disability pension; or
2. Retired in good standing with 25 years or more service Credits in a New Jersey State or locally administered retirement system and at least 15 years of service with the County at the time of retirement; or

3. Retired in good standing at the age of 62 or older with at least 15 years of service with the County.

Each retiree and his/her eligible dependents shall receive this benefit provided they annually advise the County of all other health and hospital coverage under which they are covered through any other source.

b. **Employees hired on or after January 1, 2012**, who retire and meet the criteria for County paid health insurance, will receive a plan for the employee only. Employees hired on or after January 1, 2012 and meet the requirements for County paid health insurance will have the option to add their eligible dependents to the plan at the expense of the retiree.

c. **Employees hired on or after January 1, 2012** must have 30 or more years of service credits in a New Jersey State or locally administered retirement system and at least 15 years of service with the County at the time of retirement; to be eligible for County paid health insurance. If future pension reform legislation does not increase the minimum number of years of service needed to be eligible for retirement, then the number of years needed for County paid health insurance shall remain at 25 years.

#### 6. Salary

Effective January 1, 2012 - 1.75% increase no step movement  
Effective January 1, 2013 - 1.75% increase no step movement

#### 7. Layoff

In the event it becomes necessary to layoff employees covered by this Agreement any time from January 1, 2012 through December 31, 2013, the parties agree to re-open this Agreement at the request of either party.

8. All proposals not included in this Memorandum of Agreement shall be considered withdrawn.

9. All provisions of the January 1, 2007 through December 31, 2010 Collective Bargaining Agreement and the Contract Extension of January 1, 2011 through December 31, 2011 not modified herein shall remain the same.

10. The representatives of the parties listed below agree to recommend in good faith the above terms and conditions of employment.

11. This memorandum is subject to ratification and approval of the respective members and principals.

IN WITNESS WHEREOF, the representatives of the parties put their signatures on this  
20<sup>th</sup> day of June 2011.

FOR THE COUNTY OF MORRIS

John Bongino  
Allen Stash  
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FOR MORRIS COUNCIL 6- Mosquito

Elizabeth Sutula 6/20/11  
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