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AGREEMENT

BETWEEN

THE SHERIFF OF THE COUNTY OF MORRIS

AND

CIVILIAN EMPLOYEES ASSOCIATION

OF THE MORRIS COUNTY SHERIFF'S OFFICE

January 1, 1995 through December 31, 1997

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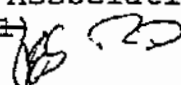
PREAMBLE

THIS AGREEMENT made and entered into this day of 25 th Day of July, 1995 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, 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 other than nurses employed by the Morris County Sheriff's Office, Telecommunications Center and Correctional Facility.

EXCLUDED: All nurses, all supervisors within the meaning of the Act, all managerial-executives, confidential employees, police employees, and the administrative analyst, work release administrator, director of food service, secretary to the Sheriff and all other employees defined as such by written agreement of the Sheriff and the Association. (See attached agreements dated ~~10/28/88 & 11/26/91~~)
February 16, 1995 

Section 2: Any position title established on or after January 1, 1987 and during the term of this agreement shall be discussed with the Association and its unit placement negotiated between these parties. In the event that the parties cannot agree on the unit placement of a position title, either party is free to file a Clarification of Unit Petition 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 law and 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 to 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 ~~of it~~ employees who authorize it, membership dues in the Association. ^{CB} 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 ~~and save the County~~ ^{CB} of Morris harmless against any and all claims, demands, RD 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 ^{*}authorizes dues deduction.

* Association representative at the time the employee

(VSB)

(2)

ARTICLE IV - DISCRIMINATION AND COERCION

Section 1: There shall be no discrimination, interference or coercion by the Public Employer or any of 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.

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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/her designees, the President of the Morris County Sheriff's Civilian Employees Association, or his 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 be 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. ~~By~~ The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Association.

* b) To matters where the Sheriff is legally UNABLE to act CB

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 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 this 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 grievant 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 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 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 limit to patient medical records.

SCHEDULE C

CIVILIAN EMPLOYEES

Section 1: Effective January 1, 1995 all Civilian Employees shall be subject to individualized salary schedule as set forth in Appendix 3 of the Memorandum of Agreement dated February 16, 1995 and reproduced here below. Any employee hired or promoted after January 1, 1995 shall be subject to the same formula and in accordance with Article XIX, Section 2.

| <u>Title</u> | <u>1995</u> | <u>1996</u> | <u>1997</u> |
|-------------------|-------------|-------------|---------------------------------------|
| Clerk | | | |
| Anderson | \$27,040 | \$27,040 | \$27,040 |
| Herzog | \$25,000 | \$25,367 | \$26,367 |
| Burns | \$23,281 | \$24,219 | \$25,226 |
| Dunn | \$23,281 | \$24,219 | \$25,226 |
| Strilec | \$23,281 | \$24,219 | \$25,226 |
| Therlaut | \$23,281 | \$24,219 | \$25,226 |
| Aponte | \$23,243 | \$24,181 | \$25,189 |
| Boehm | \$22,166 | \$23,106 | \$24,117 |
| Jacobsen | \$22,153 | \$23,093 | \$24,104 |
| Berner | \$20,779 | \$21,716 | \$22,724 |
| Bornuso | \$20,287 | \$21,221 | \$22,225 |
| Targan | \$19,531 | \$20,458 | \$21,457 |
| Tesmer | \$19,531 | \$20,458 | \$21,457 |
| Perkalis | \$19,531 | \$20,458 | \$21,457 |
| Gallo | \$19,531 | \$20,458 | \$21,457 |
| Clerk, Senior | | | |
| Mann | \$25,280 | \$26,337 | \$27,475 |
| Suto | \$25,280 | \$26,337 | \$27,475 |
| Stanley | \$25,280 | \$26,337 | \$27,475 |
| Genova | \$24,935 | \$25,992 | \$27,133 |
| Collins | \$24,346 | \$25,402 | \$26,542 |
| Grella | \$24,078 | \$25,134 | \$26,273 |
| Clerk, Principle | | | |
| Stifter | \$31,708 | \$31,708 | \$31,708 |
| Rhock | \$31,113 | \$31,113 | \$31,113 |
| Phillips | \$26,099 | \$27,163 | \$27,163 ^{28,318} <i>CLB</i> |
| Damelio | \$26,056 | \$27,163 | \$28,318 |
| Santolo | \$26,056 | \$27,163 | \$28,318 |
| Henoa | \$26,056 | \$27,163 | \$28,318 |
| Carroll | \$25,910 | \$27,049 | \$28,269 |
| Rea | \$25,910 | \$27,049 | \$28,269 |
| Carrigan | \$25,857 | \$26,996 | \$28,217 |

| | | | |
|---------------------------------|----------|----------|----------|
| Wamington | \$25,857 | \$26,996 | \$28,217 |
| Mendal | \$24,571 | \$25,704 | \$26,918 |
| Clerk, Supervisor | | | |
| Ubertaccio | \$31,267 | \$32,571 | \$33,979 |
| Blank | \$31,267 | \$32,571 | \$33,979 |
| Dowdy | \$31,267 | \$32,571 | \$33,979 |
| Keys | \$31,267 | \$32,571 | \$33,979 |
| Fogerty | \$31,213 | \$32,518 | \$33,926 |
| Viola | \$30,640 | \$31,944 | \$33,353 |
| Muzio | \$27,988 | \$29,292 | \$30,690 |
| Clerk, Chief | | | |
| Armstrong | \$37,882 | \$39,430 | \$41,106 |
| Clerk, Principle Account | | | |
| Barry | \$37,822 | \$39,430 | \$41,106 |
| Clerk, Senior Account | | | |
| Boulineau | \$25,777 | \$26,873 | \$28,015 |
| Computer Service Technician | | | |
| Violio | \$32,984 | \$34,385 | \$35,898 |
| Criminal Records, Supervisor | | | |
| Knevals | \$32,874 | \$34,271 | \$35,779 |
| Shively | \$32,874 | \$34,271 | \$35,779 |
| Data Machine Entry Oper, Senior | | | |
| Marcantonio | \$25,831 | \$26,929 | \$28,073 |
| Maintenance Repairer, Senior | | | |
| Melchiori | \$27,780 | \$27,780 | \$27,780 |
| Photo Processor Developer | | | |
| Colburn | \$29,055 | \$30,290 | \$31,577 |
| Records, Supervisor | | | |
| Fischer | \$42,232 | \$44,027 | \$45,898 |
| Secretary, Assistant Typist | | | |
| Spinosa | \$31,206 | \$32,489 | \$33,874 |
| Fillipello | \$29,236 | \$30,519 | \$31,904 |
| Substance Abuse Counselor | | | |
| Woodall | \$35,742 | \$35,742 | \$35,742 |

SIDE-BAR MEMORANDUM OF AGREEMENT

Between

THE SHERIFF OF THE COUNTY OF MORRIS

and

MORRIS COUNTY SHERIFF'S CIVILIAN EMPLOYEES ASSOCIATION

The parties mutually agree that the following Side-Bar Agreement will be made an addendum to the Agreement between the Sheriff of the County of Morris and Morris County Sheriff's Civilian Employees Association. The parties further agree that the terms of this Side-Bar Agreement will supersede any contrary language contained in the said Collective Bargaining Agreement and that said Side-Bar Agreement shall become effective upon the ratification and execution of successor Collective Bargaining Agreement.

It is agreed between the parties that this document, upon execution, will become a permanent Addendum to the Collective Bargaining Agreement and may only be changed after notification to the parties, a mutual agreement expressed in writing, or determination by the Public Employment Relations Commission based on a petition filed by one of the parties.

The parties agree that:

1. Any person, for whom the Sheriff has submitted and/or processed documentation for the purpose of hiring as a Communication Operator prior to the ratification of the proposed Collective Bargaining Agreement, will be hired at the starting rate established by the Collective Bargaining Agreement which expired on December 31, 1994. All those persons hired as a Communication Operator after March 20, 1995 shall be hired at the new entry level rate

set forth under the ratified and executed Collective Bargaining Agreement.

2. Any Communication Operator whose anniversary date shall be after March 1, 1995 and prior to April 3, 1995 shall upon realizing their anniversary date be moved to the next step in the salary guide.
3. All those employees, formally classified as "Freeholder employees", scheduled to receive additional vacation leave days during the calendar year 1995 will do so; however, thereafter those employees shall receive an increase in their vacation leave per the parties Collective Bargaining Agreement. Any disparity between represented members as a result of this provision shall not be grievable.
4. All those employees, formally classified as "Freeholder employees", which had previously forfeited longevity payments will be eligible to receive said benefit in 1995 based on their cumulative years of service with the County; however, there shall be no entitlement to recapture past longevity benefits.
5. Any represented employee of the Association who is entitled to receive a stipend as set forth under the previous Side-Bar Agreement between the parties shall receive said stipend a single lump sum payment. The Sheriff shall make said payment in a timely manner, but not to be later than thirty (30) days after the execution of the said Agreement and subsequently according to County policy.
6. The effective date for the implementation of the negotiated medical co-payment for the Medallion Health Benefit Plan shall be April 1st, 1995 or as soon as practicable thereafter.
7. The effective date for the implementation of the negotiated compensation schedule shall January 1, 1995.

Edward V. Ruppel
Sheriff

Arthur M. Liguori
Association President

March 8, 1995
Date

March 8, 1995
Date

SIDE-BAR AGREEMENT

This side-bar agreement is made and entered into this 25th day of July 1995, by and between the Sheriff of Morris County and the Morris County Sheriff's Civilian Employees Association, shall become effective as specified herein.

The employees, currently listed as "Freeholder List" employees and who currently work thirty-seven and one-half (37.5) hours, continue to work this current schedule until 11:59:59 p.m. on December 31, 1997, the expiration date of the 1995-1997 Collective Bargaining Agreement between the parties. After the date and time set forth above, the said employees will then return to a forty (40) work week without additional compensation.

Any member of the Association, who as a result of the heretofore negotiated compensation schedule who will not receive an increase in his or her base salary during any calendar year of the 1995-1997 Collective Bargaining Agreement, shall receive a one time lump sum seven hundred and fifty dollar (\$750.00) stipend for each said calendar year, not to be made part of the base salary structure.

FOR THE UNION

Alene May Leary
DATE 7/25/95
AL

FOR THE SHERIFF'S OFFICE

Edward [Signature]
DATE 7/25/95
(2)

| | | | | |
|--|-----------------|------------------|----------|---------------|
| COUNTY OF MORRIS OFFICE OF THE SHERIFF | DATE ISSUED | REVISION DATE | APPROVED | VOLUME 3 |
| FROM: ADMINISTRATION OFFICE OF THE SHERIFF | | | | |
| VOLUME TITLE: STANDARD OPERATING PROCEDURES | EFFECTIVE DATE: | | | CHAPTER 54 |
| SUBJECT REPORTING TO WORK IN INCLEMENT WEATHER OR EMERGENCIES | | | | DISTRIBUTION |
| ISSUING AUTHORITY: CHIEF JOHN R. KINNECOM | | | | |
| | | | | SO |

S054: Purpose: To provide guidelines for continued and uninterrupted operation of the Morris County Sheriff's Telecommunication Center during inclement weather or emergencies.

S054:2 Policy: Because of the unique status of Communication Officers and Senior Communication Officers and their role in local and county emergencies, the Sheriff has formulated the following guidelines for their reporting to work on days when the weather is inclement or during emergencies.

S054:3 Communication Officers and Senior Communication Officers are classified as essential personnel. Because of this classification they will be expected to report to work on their assigned shifts, not withstanding the fact that county offices may be closed, have a delayed opening or early dismissals due to inclement weather or emergencies.

- (a) If there is a emergency, Communication officers and Senior Communication Officers will be expected to work their assigned shift barring approved leave.
- (b) If and when there is a delayed opening, Communication Officers and Senior Communication Officers may not take advantage of the extra time and must arrive at their assigned starting time.
- (c) When early dismissals occur during county business hours due to inclement weather or an emergency, Communication Officers and Senior Communication Officers shall not be affected.

SIDEBAR AGREEMENT

This sidebar agreement is made and entered into this 25th day of July 1995, by and between the Sheriff of Morris County and the Civilian Employees Association of the Morris County Sheriff's Office, shall become effective as specified herein.

Each employee who as of January 1, 1995 had previously received a correction stipend shall have his/her stipend rolled-in into the base salary as per the following schedule:

1995- Effective January 1, 1995, two hundred (\$200.00) dollars will be added to the employee's December 31, 1994 base salary.

1996- Effective January 1, 1996, one hundred (\$100.00) dollars will be added to the employee's December 31, 1995 base salary.

1997- Effective January 1, 1997, one hundred (\$100.00) dollars will be added to the employee's December 31, 1996 base salary

FOR THE UNION

FOR THE SHERIFF OFFICE

Arlene Mary Leggett
AL

Edward Ruffalo
ER

Morris County Sheriff's Office

P.O. BOX 900, MORRISTOWN, NEW JERSEY 07963-0900
PHONE 201-285-6600 • FAX 201-605-8312

EDWARD V. ROCHFORD
SHERIFF

CHIEF JOHN F. DEMPSEY
Undersheriff, Administration

Deputy Chief Thomas G. Baxter
Bureau of Law Enforcement

CHIEF JOHN R. KINNECOM
Undersheriff, Operations

Deputy Chief John J. Lombardi
Bureau of Corrections

TO: Mr. Rich DeAngelis
FROM: Chief John R. Kinnecom
REF: Correction Stipend
DATE: June 30, 1995

Be advised, the following is a list of civilian employees assigned to perform his/her duties in the Morris County Jail. These employees are receiving a Correction Stipend in accordance with Article XIX; Section 4 of the Agreement between the Sheriff of Morris County and the Civilian Employees Association of the Morris County Sheriff's Office.

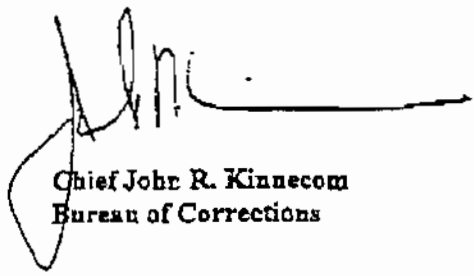
Ms. Theresa Boulineau
Mr. Chris Burns
Ms. Elizabeth Carroll
Mr. Jack Dunn

Ms. Cheryl Knevals
Ms. Annmarie Sexton
Ms. Joan Stanley
Ms. Mary Woodhall

The names listed below are civilian employees assigned to perform his/her duties in the Morris County Jail. These employees are covered under this agreement however, do not receive a Correction Stipend.

Mr. Lugene Melchiorri

Ms. Linda Mason



Chief John R. Kinnecom
Bureau of Corrections

JRK/emr

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

Length of Service Vacation Leave

| | |
|--|--|
| Less than 1 Year..... | 1 day for each month worked during 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 |
| From 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: In any vacation period, annual vacation or any portion thereof which is not taken or granted by reason of the pressure of work shall be accumulated to the next calendar year. Accumulations after one (1) calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above, at the convenience of the Sheriff. The Sheriff will consider the needs of the employee and carried vacation employee.

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 of 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 just 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 has 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:

A. All employees shall be granted the following paid holidays:

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

Section 2: To be eligible for a paid holiday, an employee must have worked the last scheduled day before and after the holiday, unless on authorized leave.

Section 3: Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Section 4: If an employee is required to work on any one of the holidays designated under Section 1 of this article, he/she shall be paid at the rate of time and one half (1-1/2) their regular hourly rate for all hours worked on such day in addition to the eight (8) hours regular straight pay for such holiday.

Section 5:

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

(b) Communication Operators and Senior Communication Operators who have the Friday after Thanksgiving Day as a scheduled day off shall be compensated eight (8) hours pay at their regular straight time rate of pay.

Section 6: Any employee, except those referred to in Section 5(b) above, 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 (1-1/2) 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 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.

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 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 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/she shall have an amount equal to his/her daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he/she 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/she is entitled, he/she shall have deducted from his final pay

an amount equal to his/her daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he/she is entitled.

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. Should the employee be unable to reach the supervisor, then the Communications Center should be notified. 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 days, the days having been taken at various times within a period of twelve months, 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 physicians certification if the time is to be approved with pay. In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 5: Any employee who retired on or after January 1, 1987 shall be reimbursed for accumulated sick time based on the schedule below:

Thirty (30) percent of the value of the sick time at the time of retirement to a maximum of Eight Thousand-Five Hundred Twenty (\$8,520.00) Dollars.

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

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 returned 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. Effective June 1, 1993 or as soon as practicable thereafter, eligible employees shall choose one of the below listed medical insurance plans. The employees eligible dependents shall also be covered under the plan selected by the employee. The hospital, surgical, major medical plan and prescription 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 the agreement.

Medallion Plan,

Base Hospital, Wrap Around, Major Medical Plan

(Employer's Medical Insurance Plan),

The HMO Option

APR 1, 1995
B. Effective ~~upon execution~~ or as soon as practicable thereafter, and continuing thereafter, employees choosing the Medallion Plan as their medical insurance shall have deducted from each paycheck an amount equal to the annual equivalent of:

| <u>Year</u> | <u>Single</u> | <u>Family</u> |
|-------------|---------------|-----------------------|
| 1995 | \$480.00 | \$ 720.00 (pro-rated) |
| 1996 | \$575.00 | \$ 863.00 |
| 1997 | \$690.00 | \$1,035.00 |

FROM EXECUTION DATE

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 spousal medical coverage or a change in the employee's family status.

D. Employee's 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.

Section 2: An individual employee coverage dental insurance plan shall continue during the term of this contract. The Employer shall pay the premium cost for employee coverage only to a maximum of \$118.00 per year, per employee. The provided benefit plan shall include an option for the employee to elect dependent coverage providing the same level of benefits as provided for the employee. The total cost of the premium for dependent coverage shall be paid by the employee.

Section 3: It is understood and agreed that subsequent to the initial selection of the insurance carrier, the Employer retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes the level of benefits and administrative procedures shall remain substantially the same.

Section 4: The Co-Pay for the Prescription Drug Plan for employees

and their eligible dependents shall be:

\$3.00 for generic drugs

\$6.00 for brand name drugs

Section 5: The employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payments of unreimbursable eligible medical or dependant care expense.

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 (1-1/2) 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 (1-1/2) 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 his 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 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 negotiations.

ARTICLE XIV - 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

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: Administrative Leave Days

Each employee shall be entitled to an annual non-cumulative allowance of three (3) 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 four (4) 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 names of three (3) medical doctors from which she may select one (1) for the purpose of obtaining medical confirmation of her ability to perform normal duties. The 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 available, if the employee desires.

Section 5: Other Leaves.

Time off, other than sick leave, vacations, holidays, bereavement leave, or military leave may be honored when warranted by the Sheriff. For a leave without pay, the employee shall submit a written request to the supervisor at least thirty (30) days in advance stating the reason for the request, and the time required, except in emergency circumstances. This request will be forwarded to the Morris County Sheriff, or his/her designee, and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Personnel Office to make suitable arrangements for Pension payments, insurance, hospitalization, and other matters required during the leave period.

Section 6: 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. 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 7: 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: An annual clothing maintenance allowance for communications operators only shall be paid in the first quarter of each calendar year to Communications Operators covered by this Agreement. Upon execution of the Agreement the amount for the year 1995 shall be Four Hundred and Fifty (\$450.00), and for the year 1996 shall be Five Hundred (\$500.00) dollars and shall remain at the Five Hundred (\$500.00) dollar level for the remainder of the contract.

Section 2: An annual clothing maintenance allowance for employees who are designated by the Sheriff and who regularly and continually are assigned to perform their job duties in the Morris County Jail shall receive one hundred and fifty (\$150.00) for each year of the contract.

Section 3: The Sheriff agrees to supply each Communications Operator with any uniforms or additional equipment necessary the property of the Sheriff of Morris County, and must be returned to the Sheriff as provided under Section 4, below.

Section 4: 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 unreturned equipment (as determined by management), from the employee's final pay check.

ARTICLE XVIII - HOURS OF WORK

Section 1: Communications Operators

A. The work week shall consist of forth (40) hours. The actual work week schedule shall be determined by management.

B. Each Communications Operator shall have two (2) days off per week but shall not be guaranteed any particular day or days off.

C. In the event that it becomes necessary, in the judgement of management, for a Communications Operator to work on a scheduled day off, it is understood and agreed that such Communications Operator will be required to work on that day.

Section 2: Civilian Employees

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

Section 3: Overtime shall be paid at the rate of time and one half (1 1/2) 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 4: 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 5: It is understood and agreed by the parties that there shall be no pyramiding of overtime or premium pay on premium 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 premium shall be whichever is greater.

Section 6: 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. In the event that no vacation or compensatory time is accumulated, the time lost will be charged as time off without pay. If an employee is unable to report to work, the employee must follow the same procedure as that outlined for reporting an absence due to illness (Article X, Section 3).

Closings - 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 p.m. on the day of the storm or other emergency. Non-essential personnel covered by this agreement shall be granted an approval day off without penalty. Employees with a preapproved day off will not be charged for that scheduled vacation, sick, personal or compensatory time.

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 preapproved scheduled day off that employee shall be charged one full day 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. Employee's who complete their shift prior to a early dismissal shall not receive any additional compensation. Employees with a preapproved 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.

Senior Communication Operators and Communication Operators shall not be subject to Section 6 above, but shall instead be covered by General Order Number Volume 3, Chapter 54 (Attached).

Communication Operators AND Senior Communication Operators are to Report to work at their regular scheduled hours with no additional compensation.

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ARTICLE XIX - WAGES

Section 1:

A. Effective January 1, 1995 Sheriff's Civilian Employee Communication Operators which include Communication Operators and Senior Communication Operators shall receive salary increase in accord with Schedule (A) attached hereto.

B. Additionally salary increases for all other Sheriff's Civilian Employees shall become effective as follows:

- 1) Effective January 1, 1995 each employee shall receive an increase in his/her base salary as shown on Schedule C and in accord with Schedule B.
- 2) Effective January 1, 1996 each employee shall receive an increase in his/her base salary as shown on Schedule C and in accord with Schedule B.
- 3) Effective January 1, 1997 each employee shall receive an increase in his/her base salary as shown on Schedule C and in accord with Schedule B.

Section 2: Formal written appraisals will be made not less than biannually. The appraisal immediately preceding Anniversary, wage increments or step movements shall serve as the basis for advancement of salary. The Sheriff may at his discretion, withhold any anniversary increment, wage increment or step movement for a below standard performance appraisal.

Section 3: Correction Stipend

Effective upon execution of this agreement, this stipend will be eliminated and will be covered by the attached side-bar agreement.

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:

Years of Service

- After 3rd through the 8th. Anniversary date of employment...1%
- After 8th through the 12th. Anniversary date of employment...3%
- After 12th through the 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 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 12, 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, 1995, through the date of retirement of any employee retiring prior to date of signing of the agreement. The estate of a deceased employee who dies prior to date of signing of the agreement shall receive the employee's salary adjustment retroactively from January 1, 1995 to the employee's last date of employment.

ARTICLE XXII - GENERAL PROVISIONS

Section 1: This Agreement with the inclusion of the attached Memoranda of Agreement and Schedules,* 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 here shall not be affected thereby and shall continue in full force and effect..

Section 3: All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

Section 4: General Information

CS
* MOA - Side-Bar 3/8/95 *CS*
MOA - Side-Bar 7/25/95
SOP - Volume 3, Chapter 5f
MOA - Side-Bar 7/25/95
(Correction
stipend)

- 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 employee 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 a 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 said 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 Sheriff's Civilian Employees Association.

Improved insurance benefits shall include, but not be limited to, health benefits, dental plans, optical plans, 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: Effective January 1, 1989, the existing County Disability Program shall be modified to reflect a maximum weekly disability benefit for eligible employees shall be increased to \$213.00 per week and the employees annual contribution shall be increased to \$56.50 per year.

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 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, 1995, except as otherwise provided herein and shall remain in full force and effect through the thirty-first day of December, 1997. The Agreement shall continue thereafter unless and until the parties execute a successor agreement.

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

Morris County Sheriff's Office

Edward U. Ruffel
Sheriff of Morris County

Dated: 7/25/95

Morris County Sheriff's Civilian Employees Association

Arlene Mary Lantry
Association President

Dated: 7/25/95

SCHEDULE A

COMMUNICATION OPERATORS

Section 1: Effective January 1, 1995 the following salary guide shall be implemented by the Sheriff's Office for all Communication Operators and Senior Communication Operators. On January 1, 1995 all Communication Operators and Senior Communication Operators shall be placed on the salary guide in accordance with their salary as of December 31, 1994 and no employee shall be placed on the guide at a lower salary than held on December 31, 1994, except as provided specifically by memorandum. Thereafter, advancement on the guide shall be determined by the employee's anniversary date upon completion of a full year of service and in accordance with Article XIX, Section 2.

| <u>Years of Service</u> | 1995 | 1996 | 1997 |
|--------------------------------|----------|----------|----------|
| START | \$19505 | \$20,188 | \$20,692 |
| After 1 Full Year of Service | \$21,480 | \$22,231 | \$22,788 |
| After 2 Full Years of Service | \$23,455 | \$24,276 | \$24,883 |
| After 3 Full Years of Service | \$25,430 | \$26,320 | \$26,978 |
| After 4 Full Years of Service | \$27,405 | \$28,364 | \$29,073 |
| After 5 Full Years of Service | \$29,380 | \$30,408 | \$31,169 |
| After 6 Full Years of Service | \$31,355 | \$32,452 | \$33,264 |
| After 7 Full Years of Service | \$33,330 | \$34,497 | \$35,359 |
| After 8 Full Years of Service | \$35,305 | \$36,541 | \$37,454 |
| After 9 Full Years of Service | \$37,280 | \$38,585 | \$39,549 |
| After 10 Full Years of Service | \$39,255 | \$40,629 | \$40,629 |
| Senior Communication Operators | \$42,332 | \$43,602 | \$44,910 |

SCHEDULE B

CIVILIAN EMPLOYEES

Section 1: Effective January 1, 1995 all Civilian Employees shall be subject to individualized salary schedule as set forth in Appendix 3 of the Memorandum of Agreement dated February 16, 1995. This salary schedule is a "condensation schedule" which an employee's salary is determined by their December 31, 1994 salary compared to the average salary within the employees' title and then correlated to maximum range salary for that title. The salary ranges for each of title is set forth below:

| <u>Title</u> | | <u>Minimum</u> | <u>Maximum</u> |
|-----------------------------|------|----------------|----------------|
| Clerk | 1995 | \$15,010 | \$24,333 |
| | 1996 | \$15,648 | \$25,367 |
| | 1997 | \$16,313 | \$26,446 |
| Clerk, Senior | 1995 | \$15,527 | \$25,280 |
| | 1996 | \$16,187 | \$26,355 |
| | 1997 | \$16,875 | \$27,475 |
| Clerk, Principle | 1995 | \$16,045 | \$26,056 |
| | 1996 | \$16,727 | \$27,163 |
| | 1997 | \$17,438 | \$28,318 |
| Clerk, Supervisor | 1995 | \$18,696 | \$31,267 |
| | 1996 | \$19,490 | \$32,596 |
| | 1997 | \$20,319 | \$33,981 |
| Clerk, Chief | 1995 | \$23,496 | \$37,822 |
| | 1996 | \$24,494 | \$39,430 |
| | 1997 | \$25,535 | \$41,106 |
| Clerk, Principle Account | 1995 | \$23,496 | \$37,822 |
| | 1996 | \$24,494 | \$39,430 |
| | 1997 | \$25,535 | \$41,106 |
| Clerk, Senior Account | 1995 | \$25,777 | \$25,777 |
| | 1996 | \$26,873 | \$26,873 |
| | 1997 | \$28,015 | \$28,015 |
| Computer Service Technician | 1995 | \$36,808 | \$36,808 |
| | 1996 | \$38,372 | \$38,372 |
| | 1997 | \$40,003 | \$40,003 |

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20

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20

How to
60%
of MAX

{
\$25,777
\$26,873
\$28,015

X Max 1 60% of max

| | | | |
|--|------|----------|----------|
| Criminal Records, Supervisor | 1995 | \$26,616 | \$42,232 |
| | 1996 | \$27,747 | \$44,027 |
| | 1997 | \$28,926 | \$45,898 |
| Data Machine Entry Oper, Senior <i>CLB</i> | 1995 | \$25,831 | \$25,831 |
| | 1996 | \$26,929 | \$26,929 |
| | 1997 | \$28,073 | \$28,073 |
| Maintenance Repairer, Senior | 1995 | \$19,668 | \$25,034 |
| | 1996 | \$20,504 | \$26,098 |
| | 1997 | \$21,375 | \$27,207 |
| Photo Processor Developer | 1995 | \$17,076 | \$29,055 |
| | 1996 | \$17,802 | \$30,289 |
| | 1997 | \$18,558 | \$31,577 |
| Records, Supervisor <i>CLB</i> | 1995 | \$42,232 | \$42,232 |
| | 1996 | \$44,027 | \$44,027 |
| | 1997 | \$45,898 | \$45,898 |
| Secretary, Assistant Typist | 1995 | \$19,301 | \$32,132 |
| | 1996 | \$20,122 | \$33,498 |
| | 1997 | \$20,977 | \$34,921 |
| Substance Abuse Counselor <i>CLB</i> | 1995 | \$28,852 | \$28,852 |
| | 1996 | \$30,078 | \$30,078 |
| | 1997 | \$31,356 | \$31,356 |

SCHEDULE C

CIVILIAN EMPLOYEES

Section 1: Effective January 1, 1995 all Civilian Employees shall be subject to individualized salary schedule as set forth in Appendix 3 of the Memorandum of Agreement dated February 16, 1995 and reproduced here below. Any employee hired or promoted after January 1, 1995 shall be subject to the same formula and in accordance with Article XIX, Section 2.

| <u>Title</u> | 1995 | 1996 | 1997 |
|---------------------|----------|----------|----------|
| Clerk | | | |
| Anderson | \$27,040 | \$27,040 | \$27,040 |
| Herzog | \$25,000 | \$25,367 | \$26,367 |
| Burns | \$23,281 | \$24,219 | \$25,226 |
| Dunn | \$23,281 | \$24,219 | \$25,226 |
| Strilec | \$23,281 | \$24,219 | \$25,226 |
| Therlaut | \$23,281 | \$24,219 | \$25,226 |
| Aponte | \$23,243 | \$24,181 | \$25,189 |
| Boehm | \$22,166 | \$23,106 | \$24,117 |
| Jacobsen | \$22,153 | \$23,093 | \$24,104 |
| Berner | \$20,779 | \$21,716 | \$22,724 |
| Bomuso | \$20,287 | \$21,221 | \$22,225 |
| Targan | \$19,531 | \$20,458 | \$21,457 |
| Tessmer | \$19,531 | \$20,458 | \$21,457 |
| Perkalis | \$19,531 | \$20,458 | \$21,457 |
| Gatto | \$19,531 | \$20,458 | \$21,457 |
| Clerk, Senior | | | |
| Mann | \$25,280 | \$26,337 | \$27,475 |
| Suto | \$25,280 | \$26,337 | \$27,475 |
| Stanley | \$25,280 | \$26,337 | \$27,475 |
| Genova | \$24,935 | \$25,992 | \$27,133 |
| Collins | \$24,346 | \$25,402 | \$26,542 |
| Grella | \$24,078 | \$25,134 | \$26,273 |
| Clerk, Principle | | | |
| Stifter | \$31,708 | \$31,708 | \$31,708 |
| Rhock | \$31,113 | \$31,113 | \$31,113 |
| Phillips | \$26,099 | \$27,163 | \$27,163 |
| Damelio | \$26,056 | \$27,163 | \$28,318 |
| Santolo | \$26,056 | \$27,163 | \$28,318 |
| Henoa | \$26,056 | \$27,163 | \$28,318 |
| Carroll | \$25,910 | \$27,049 | \$28,269 |
| Rea | \$25,910 | \$27,049 | \$28,269 |
| Carrigan | \$25,857 | \$26,996 | \$28,217 |

28,318 CBS
TCB

| | | | |
|---------------------------------|----------|----------|----------|
| Wamington | \$25,857 | \$26,996 | \$28,217 |
| Mendal | \$24,571 | \$25,704 | \$26,918 |
| Clerk, Supervisor | | | |
| Ubertaccio | \$31,267 | \$32,571 | \$33,979 |
| Blank | \$31,267 | \$32,571 | \$33,979 |
| Dowdy | \$31,267 | \$32,571 | \$33,979 |
| Keys | \$31,267 | \$32,571 | \$33,979 |
| Fogerty | \$31,213 | \$32,518 | \$33,926 |
| Viola | \$30,640 | \$31,944 | \$33,353 |
| Muzio | \$27,988 | \$29,292 | \$30,690 |
| Clerk, Chief | | | |
| Armstrong | \$37,882 | \$39,430 | \$41,106 |
| Clerk, Principle Account | | | |
| Barry | \$37,822 | \$39,430 | \$41,106 |
| Clerk, Senior Account | | | |
| Boulineau | \$25,777 | \$26,873 | \$28,015 |
| Computer Service Technician | | | |
| Violio | \$32,984 | \$34,385 | \$35,898 |
| Criminal Records, Supervisor | | | |
| Knevals | \$32,874 | \$34,271 | \$35,779 |
| Shively | \$32,874 | \$34,271 | \$35,779 |
| Data Machine Entry Oper, Senior | | | |
| Marcantonio | \$25,831 | \$26,929 | \$28,073 |
| Maintenance Repairer, Senior | | | |
| Melchiori | \$27,780 | \$27,780 | \$27,780 |
| Photo Processor Developer | | | |
| Colburn | \$29,055 | \$30,290 | \$31,577 |
| Records, Supervisor | | | |
| Fischer | \$42,232 | \$44,027 | \$45,898 |
| Secretary, Assistant Typist | | | |
| Spinosa | \$31,206 | \$32,489 | \$33,874 |
| Fillipello | \$29,236 | \$30,519 | \$31,904 |
| Substance Abuse Counselor | | | |
| Woodall | \$35,742 | \$35,742 | \$35,742 |

SIDE-BAR MEMORANDUM OF AGREEMENT

Between

THE SHERIFF OF THE COUNTY OF MORRIS

and

MORRIS COUNTY SHERIFF'S CIVILIAN EMPLOYEES ASSOCIATION

The parties mutually agree that the following Side-Bar Agreement will be made an addendum to the Agreement between the Sheriff of the County of Morris and Morris County Sheriff's Civilian Employees Association. The parties further agree that the terms of this Side-Bar Agreement will supersede any contrary language contained in the said Collective Bargaining Agreement and that said Side-Bar Agreement shall become effective upon the ratification and execution of successor Collective Bargaining Agreement.

It is agreed between the parties that this document, upon execution, will become a permanent Addendum to the Collective Bargaining Agreement and may only be changed after notification to the parties, a mutual agreement expressed in writing, or determination by the Public Employment Relations Commission based on a petition filed by one of the parties.

The parties agree that:

1. Any person, for whom the Sheriff has submitted and/or processed documentation for the purpose of hiring as a Communication Operator prior to the ratification of the proposed Collective Bargaining Agreement, will be hired at the starting rate established by the Collective Bargaining Agreement which expired on December 31, 1994. All those persons hired as a Communication Operator after March 20, 1995 shall be hired at the new entry level rate

set forth under the ratified and executed Collective Bargaining Agreement.

2. Any Communication Operator whose anniversary date shall be after March 1, 1995 and prior to April 3, 1995 shall upon realizing their anniversary date be moved to the next step in the salary guide.
3. All those employees, formally classified as "Freeholder employees", scheduled to receive additional vacation leave days during the calendar year 1995 will do so; however, thereafter those employees shall receive an increase in their vacation leave per the parties Collective Bargaining Agreement. Any disparity between represented members as a result of this provision shall not be grievable.
4. All those employees, formally classified as "Freeholder employees", which had previously forfeited longevity payments will be eligible to receive said benefit in 1995 based on their cumulative years of service with the County; however, there shall be no entitlement to recapture past longevity benefits.
5. Any represented employee of the Association who is entitled to receive a stipend as set forth under the previous Side-Bar Agreement between the parties shall receive said stipend a single lump sum payment. The Sheriff shall make said payment in a timely manner, but not to be later than thirty (30) days after the execution of the said Agreement and subsequently according to County policy.
6. The effective date for the implementation of the negotiated medical co-payment for the Medallion Health Benefit Plan shall be April 1st, 1995 or as soon as practicable thereafter.
7. The effective date for the implementation of the negotiated compensation schedule shall January 1, 1995.

Edward V. Ruffalo
Sheriff

Arthur M. Ligarty
Association President

March 8, 1995
Date

March 8, 1995
Date