
AGREEMENT

Between

Morris County Board of Chosen Freeholders

**THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF MORRIS
A COUNTY GOVERNMENT OF THE COUNTY OF MORRIS,
STATE OF NEW JERSEY**

and

N.J. **CIVIL SERVICE COUNCIL NUMBER 6**

+ January 1, 1971 - December 31, 1972



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THIS AGREEMENT, made and entered, confirmed and ratified on this 3rd day of March, 1971, by and between:

THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MORRIS, a County Government of the County of Morris, State of New Jersey, hereinafter referred to as the "Public Employer", and

MORRIS COUNTY CIVIL SERVICE EMPLOYEES COUNCIL #6, hereinafter referred to as the "Public Employees":

WHEREAS, the parties have carried on collective negotiations for the purpose of developing and concluding a general agreement concerning wages, and other conditions of employment, since September 1970, and

WHEREAS, the organization has received recognition from the "Public Employer" as the negotiating representative of the majority of Civil Service Employees representing administrative, clerical, Bridge Department, and classified Civil Service positions, all as set forth in the attached schedules, and

WHEREAS, the parties have concluded an agreement concerning the results of these negotiations, and have treated these collective negotiations as having been conducted under the New Jersey Employer-Employee Relations Act, 1968, State of New Jersey and the Rules of the Public Employment Relations Commission, (N.J.S. 34:13A-11).

NOW THEREFORE, in consideration of the promises herein, and the mutual agreements contained herein, the parties hereto agree with respect to each other, and the Public Employees of the unit recognized as being represented by the negotiating unit, as follows:

ARTICLE I - RECOGNITION AND SCOPE

Section 1.

The Employer hereby recognizes the Morris County Civil Service Employees Council #6 unit as the sole and exclusive negotiating unit for all of the employees described in Schedule A, and B of collective negotiations under the New Jersey Employer-Employee Relations, Act-1968- and the Public Employment Relations Commission for New Jersey, established under such law.

Section 2.

The bargaining unit shall consist of any and all permanent and full time employees designated by the collective employees from time to time as their duly authorized representative unit. Morris County Civil Service Association Council Number 6.

Section 3.

This Agreement shall govern all wages, rights and responsibilities of the parties, and conditions of employment as set forth in this Agreement and shall supersede any and all previous Agreements, rights, schedules, guides or salary guides, and any other rights of any nature or description which is authorized to be superseded by the making and entering of such an Agreement.

Section 4.

During the time this Agreement is in force, it shall be binding on all of the parties, their successors and assigns, and the negotiating unit hereby affirms, represents, covenants and warrants to the County of Morris, and the Freeholders of the County of Morris that it is the duly authorized and elected representative of such employees and authorized to enter into this Agreement on their behalf and it makes this representation knowing that the "Public Employer" shall rely thereupon and shall make this Agreement under such warranty and understanding.

Section 5.

The parties recognize that from time to time during the period of this Agreement, in force, and that all probable subsequent Agreements, it may be necessary for the parties to meet and discuss any items of clarification, question of interpretation, or any matter which will be in the mutual best interest of encouraging the best possible public relations and employer-employee relations contemplated by the New Jersey Employer-Employee Relations Act of 1968, and in the best interests of the County of Morris,

and the parties agree to meet with each other from time to time for the purpose of assisting in any items requiring clarification or any matters which may involve mutual best interest of all parties, that of encouraging the best possible employer-employee relationship. To this extent, the parties agree to meet with each other from time to time as circumstances warrant for the purpose of fostering and encouraging this result.

ARTICLE II - ITEMS OF GENERAL CONSIDERATION, POLICY AND AGREEMENT

Section 1.

From time to time, over the years, various policies concerning conditions of employment have been promulgated, and both parties recognize that not often are the matters of policy and the rights of employees fully known by all of the employees and by successor Freeholders who are variously elected and chosen to serve the County of Morris. For the purposes of clarifying all of these policies, the following are specifically promulgated as items of general consideration policy and conditions of employment:

A. Vacations

Vacations are based upon length of service as follows:

1. From 1 through 10 years - 12 days annual
2. From 11 through 20 years - 15 days annual
3. Twenty-one years or more - 20 days annual

The vacation year begins January 1, of each year. One vacation day is credited for each calendar month worked from the day of employment through that January 1, vacation year base. Thereafter, 12 days per annum through the tenth year as listed in the above schedule. Extended vacations may be granted in accordance with the table provided above, at the convenience of the employer. In any calendar year, the annual vacation leave or any part thereof which is not taken or granted by reason

of the pressure of work shall be accumulated to the credit of the individual employee and shall be granted and may be taken during the next succeeding calendar year only. Accumulations after one calendar year shall not be permitted. Vacation time will be granted only with prior approval of the supervisor who may require six weeks prior notice of extended vacation, and is authorized to plan vacations so as not to interfere with the responsibility of orderly work. Upon termination of employment, vacation time will be credited for only those months of the calendar year worked.

B. Holidays

Holidays shall be paid when they fall during the regular work week. To be eligible, the employee must have worked the last scheduled day before the holiday, unless on authorized leave.

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day; and any days by proclamation
12. Christmas Day

When any of the legal holidays described above fall on a Sunday, the following Monday shall be the official holiday. When any of the legal holidays described above fall on a Saturday, the immediately preceding Friday shall be an Approved Leave Day with pay. If required to work on

any of the above holidays, compensatory time off will be allowed.

C. Sick Leave

Each employee shall be entitled to sick leave credits at the rate of one day per calendar month from the date of employment to the end of the year. Thereafter each employee will be credited with 15 days 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 employment of the County. Sick leave benefits shall be available to all employees both temporary and permanent.

Definition

"Sick Leave" is authorized leave which shall be due to:

1. Illness of the employee.
2. Exposure to contagious disease.
3. Emergency care of immediate member of family (see below).
4. Death in the immediate family (see below).

"Immediate Family" is defined in cases of illness and death, respectively as follows:

1. Illness: Persons bound together by relationship as parents and children living together in one household.
2. Death: Parents, husband, wife, son, grandparents, grandchild, daughter, sister, brother, father-in-law, mother-in-law, and any person residing in the household as a part thereof.

Notice of Absence

Notice of Absence is required as follows:

and emergent situations where over time pay would be justified, the limited approval of the Director of the Board of Chosen Freeholders and the later approval and ratification by a majority of the members of the Board of Chosen Freeholders is this operative.

G. Hospital and Medical-Surgical Insurance

1. Hospital and medical-surgical insurance, including major medical has been provided by the County of Morris for all full-time, employees at the expense of the County, within three months of the date of employment. Dependent coverage for major medical is available for the employees at an additional charge at the option of the employee. This rate is subject to change with annual experience ratings. Coverage provided is given in detail in all insurance certificate and booklets provided by the County of Morris and are available to the employees upon request.

2. The County is presently considering various plans for increased coverage under the existing Blue-Cross, Blue Shield Major Medical System, or others. The County is in no position to commit at this time to the additional coverage since it is not aware of the factors concerning costs, employees' share, experience basis or fixed premiums and the many other factors that would justify and govern providing such insurance. The employees are hereby assured of equal treatment, all employees alike, office, field, or otherwise, and this is the limited commitment made by the County of Morris in this Agreement at this time.

3. The County of Morris agrees to provide any and all information to all employees concerning this existing coverage, and invites future meetings and discussions with the negotiating unit concerning various methods of making additional coverage available either now, or upon the retirement of the individual. The County agrees to co-operate, but makes no agreement to commit itself additional county funds for the purpose of achieving additional coverages, except as noted in this clause.

H. Group Life Insurance

1. Insurance is automatically provided upon enrollment in the Public Employee's

Retirement System of New Jersey with total coverage equal to (3) three times annual base wage of the employees, as provided below

2. Under the Public Employee's Retirement System of New Jersey, one and one-half times the amount of base annual wage life insurance is provided free of charge.

3. After the first 12 months membership, (during which the remaining 1-1/2 times contributory insurance is mandatory, at the employee's expense at the present cost of .75% of base salary), the employee may thereafter at the employee's option withdraw from the contributory insurance only, provided notification is given.

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.

5. The County of Morris agrees to provide its facilities to encourage all employees to take advantage of the optional life insurance system available and to attempt to provide continuation of that insurance after retirement, or the conversion of the policy, to the extent permitted, but the employee must understand that the County of Morris, aside from making its facilities available to encourage better participation in the program, shall not be required to make any additional contributions thereto.

I. Retirement System

The Public Employer recognizes the Public Employee's Retirement System of New Jersey, operative concerning its employees and all of the rights accruing thereunder. The County agrees to furnish any and all information to the employees concerning their rights under the Public Employee's Retirement System of New Jersey and the benefits and accruals thereby for the benefit of the employees.

J. Jury Duty

Each employee shall be allowed leave with differential pay, if required for jury duty. A written request shall be required of the employee at least 48 hours in advance to the supervisor of the employee. The County will pay the difference between the pay received for jury duty and the wages.

K. Military Leave 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. The employee shall be required to submit a written request with a copy of the duty orders to his or her supervisor at least one week in advance. Pay received for the weekends while on active duty training will be retained by the employee and never permitted as a credit against the County's differential payment in the event of active duty training by the employee.

L. Military Leave Without Pay

If the employee is inducted into the Armed Forces, 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, and 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.

M. Other Leaves

Time off, other than sick leave, vacations, holidays, or military leave, may be honored when warranted by the County of Morris. For a leave without pay, the employee shall

submit a written request to the supervisor stating the reason for the request, and the time required. This request will be forwarded to the Board of Chosen Freeholders and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Administrative Office to make suitable arrangements for pension payments, insurance, hospitalization, and other matters required.

N. Job Vacancy

Openings on a non-supervisory classification will be posted on bulletin boards for at least three 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 Department Head. Neither transfer nor credit allowances shall be construed as being authorized under this section.

O. Merit Increases and Promotions

Nothing contained in this Agreement shall be construed to limit the existing and past authority in the supervisors and the Board of Chosen Freeholders to provide merit increases and promotion from rank to rank with pay differential allocations for such promotions, which authority shall continue as heretofore and as it may be extended from time to time. This Clause is designed to assure the power and authority of the public employer, in co-operation with its supervisory staff, to encourage merit increases and promotions in rank with pay differential for the purpose of inducing incentive in job performance. Thus, merit increases for exceptional achievement in accordance with the existing salary guide, and as permitted in the future shall continue. Thus, the employer may promote any employee to a higher position when it would appear to be in the best interest of the employer and such employee with such adjustments in grade. Furthermore, employment based on past experience may also be consistent with the above existing formula to encourage people with experience to undertake positions with the County where needed. These adjustments shall be in compliance with Civil Service regulations.

P. General Information

1. PAY PERIODS shall be every two weeks, amounting to 26 pay periods per year.

2. PHYSICAL EXAMINATIONS may be required from time to time at the expense of the Public Employer.

3. CHANGE OF ADDRESS must be reported to employee's supervisor immediately.

4. RESIDENCE by county employees may be required to be in Morris County while employed by the County of Morris.

5. CHANGE OF FAMILY STATUS. The employee is advised to inform his or her supervisor 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 III - MAINTENANCE OF STANDARDS AND PROTECTION OF
CONDITIONS AND MANAGEMENT OF AFFAIRS

Section 1.

The employees recognize that areas of responsibility must be reserved to the employer in the administration of government so as to serve the public effectively. Therefore, the right to manage the affairs of the County, to direct the working forces, to direct the operations of the County, is vested and retained by the employer, exclusively. The public employees also recognize and observe the right of the public employer to promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of government in relation to the rights and responsibilities of the employees. This right of the public employer is recognized to be exclusive and free of any restrictions and restraints except as under this Agreement.

Section 2.

The public employer agrees that conditions of employment, beneficial to the employees, contained in departmental rules and regulations and as promulgated in this Agreement, shall be maintained at the highest standards in effect possible from the time of the entry of this Agreement and thereafter.

ARTICLE IV - CONDITIONS TO THE VALIDITY OF AGREEMENT

Section 1.

The Board of Chosen Freeholders and the negotiating unit representing the public employer and the public employees in this Agreement, hereby acknowledge that several conditions must be observed and met prior to the validity of this Agreement. These include, but are not limited to, the following:

A. Filing, recognition and compliance with all procedures in P.E.R.C.

B. The public employee agrees to effect the filing with the Public Employment Relations Commission of this Agreement and any and all documents, to constitute the negotiating unit as the legally authorized negotiating unit for the group of employees who it has warranted and represented it acts for in this Agreement and in negotiations leading to the conclusion of this Agreement.

C. New Jersey Civil Service Commission

The filing and approval by the Civil Service Commission of this Agreement is a replacement for any and all guides, salary guides, ranges of salaries, job classification guides and any other requirements of the Civil Service Commission which might tend to override or in any way render inconsistent the provisions of this Agreement.

In connection with salaries, adjustments, increases, and such budgetary items that require the Board of Chosen Freeholders of the County of Morris to act in reliance upon this Agreement, the conditions herein require that the New Jersey Civil Service Commission shall approve fully without any further additional cost or

expense to the County of Morris, the plan of adjustments over the next two years outlined in the Articles of this Agreement. Each of the respective units agree to notify the New Jersey Civil Service Commission of this Agreement, and the Resolution of the Board of Chosen Freeholders of the County of Morris effectuating this Agreement, and shall file the necessary Agreement, duly executed, with the New Jersey Civil Service Commission, and this Agreement shall not be effective until the New Jersey Civil Service Commission acknowledges receipt of this Agreement and accepts the terms of this Agreement in principle without imposing any additional requirements on the Board of Chosen Freeholders of the County of Morris concerning any other adjustments in pay, salary, commitments to salary guides, or salary schedules in the future, except the terms and conditions described in this Agreement.

D. The Morris County Civil Service Employees Council #6 hereby agrees to sign and execute any and all papers required to effectuate the validity of this Agreement and all of its parts, at any time required by any agency of Government of the State of New Jersey.

E. The parties understand that the Morris County Welfare Department operates on Federal and State aid. This Federal and State aid creates pre-conditions to the approval of any salary adjustments that approval be procured through the departments responsible in State and Federal Government. While the benefits of this Agreement shall continue to be available, those benefits and their payment are subject to full approvals from the State of New Jersey, appropriate departments and the United States Government, appropriate departments in such a way so as not to jeopardize the amount of Federal and State aid presently being reimbursed to the County. Upon such approval, if permitted, retroactive effect will be given. Moreover, the Salary Guides in force in the Welfare Department are subject to the same rules and potential regulations. Under those circumstances, approval shall be required concerning the existence of the Salary Guides or their continuance as would be affected in their operation by this Agreement. Thus, no provision of this Agreement shall be operative for the benefit of any of the employees of the

Welfare Department unless and until the approvals contemplated as a prerequisite to this Agreement are fully given in such a way so as not to jeopardize the right of participation on the same ratio as before and in the same proportion of Morris County in the benefits of State and Federal aid. The above provisions shall not apparently apply in the case of Morris View employees since these do not depend on State and Federal aid.

F. The parties understand that to the extent that the employees of the Probation Department of Morris County require the approval of the County Judges to the extent of salaries and adjustments in guide, the same general conditions prevail. Thus, none of the benefits negotiated by this Agreement shall be deemed applicable unless the pre-condition of approval required by law of the County Judges is first procured. Subject to the approval of the County Judges, the provisions of this Agreement can be made retroactive to such employees in the event of compliance in full of all of the provisions of law.

Section 2.

The parties acknowledge that approval by the New Jersey Public Employment Relations Commission, to the extent required, and the New Jersey Civil Service Commission, to the extent required, and any other agency of government, to the extent required shall be conditions precedent to the valid operation of any part of this Agreement. This Agreement is negotiated as a whole, and not as a part, and the effectiveness of this Agreement shall depend solely upon its approval in whole, and not in various parts, by any of these agencies of Government.

ARTICLE V - SPECIFIC SALARY ADJUSTMENTS, LONGEVITY, INCREASES, GUIDE ELIMINATED

Section 1.

The parties acknowledge that there exists, and has existed over several years, in Morris County, a Salary Guide together with job classifications setting forth a minimum and maximum. The parties acknowledge that the

Salary Guide has not really been effective to assure the public employees an opportunity to provide adequately with the rising rate of inflation, and, on the other hand, the public employer acknowledges that the new demands concerning wages and increased benefits have made it impossible to fiscally plan in a responsible way the needs of its employees and thus making it difficult to cope with its public responsibility. Therefore, the parties have agreed subject to acceptance of the procedures outlined herein by all recognized States offices and agencies, to eliminate the Salary Guide and to replace it with more realistic adjustments to overcome the problems of limited gradual adjustments which have proven ineffective in the past. The parties acknowledge that the adjustments provided below are conditions upon approval of such agencies, including, but limited to, the New Jersey Civil Service Commission, and Public Employment Relation Commission.

Section 2.

Each of the employees shall receive commencing January 1, 1971 and continuing thereafter, an automatic wage adjustment of 6-1/2% of total wages which were being paid by the public employee at the close of the 1970 period. This adjustment shall commence January 1, 1971 and be paid every two weeks in proportion to the annual adjustment.

Section 3.

The members of the Bridge Department whose names and positions are set forth in Schedule B attached to this Agreement and made a part hereof shall receive an adjustment equivalent to 7% of the salary earned at the close of 1970 by such employee which adjustment shall also be paid commencing with the first installment due in 1971, and continuing in installments every two weeks thereafter as regular wages are paid.

Section 4.

In addition thereto, all of the employees described in both Schedule A and Schedule B shall receive the normal increment which would have been provided, on the Salary Guide as

as originally promulgated by the Board of Chosen Freeholders of Morris County as that Salary Guide has been effective during the year 1970. This adjustment shall also be made after assessment of the adjustment provided in the above sections and shall be payable commencing the first payment due in 1971 and every two weeks during the year as provided above.

Section 5.

Thereafter, on January 1, 1971, after the addition of the salary percentage adjustment described above and the increment, provided above, the Salary Guide shall be deemed no longer of any full force and effect and at an end. No employee shall be prevented from going beyond maximums previously provided by reason thereof. Moreover, the public employer shall not be required to set or establish a maximum as to such employees hence forth or in the future. The minimum starting salary shall be as provided in the earlier sections without reference however to the 6-1/2% adjustment for all non-bridge department employees, or 7% adjustment for bridge department employees, but with reference to the automatic increment since it is virtually impossible to employ new employees on the basis of the earlier starting salary. The intention of this clause shall be to provide the percentage salary increase adjustment to the men who have been working in the past, but to make such an adjustment unavailable to people who have not yet been employed and who may become employed in the future, although the public employer realizes as realistic the prospect of having to start such new employees on the basis of a minimum different than the minimum previously in force and thus it is agreed that the starting salary shall be as of the minimum provided, together with the increment provided commencing January 1, 1971, but without reference to the percentage salary increase which is being awarded, in addition thereto, as to existing employees because of the problems of inflation on the senior employees of the County.

Section 6.

Commencing January 1, 1972, the non-bridge

department employees shall receive an additional salary percentage adjustment equivalent to 6-1/2% of the salary presently being earned as of December 31, 1971; and the bridge department employees shall receive a salary adjustment equivalent to 7% of the salary being received by each of said employees as of December 31, 1971. Any new employees, who become employees after December 30, 1970 shall receive 6-1/2% (in the case of non-bridge department employees) and 7% (in the case of bridge department employees) increase of the commencing salary which such employee receives when commencing work with the County.

Section 7.

In addition thereto, commencing January 1, 1972, and continuing thereafter, the public employer shall pay longevity benefits to employees who have been continuously and actively in the employment of the public employer as follows:

A. Longevity shall be paid to employees who are continuously employed in the County of Morris according to the following schedule:

1. Commencing the first day of the fourth year of continuous employment - 1% of salary as of that year.

2. Commencing the first day of the ninth year of continuous employment - 3% of salary as of that year.

3. Commencing the first day of the thirteenth year of continuous employment - 5% of salary as of that year.

4. Commencing with the first day of the seventeenth year of continuous employment - 7% of salary as of that year.

B. Service in the County-Not in the Position

For the purposes of determining entitlement to benefits provided herein, service on a continuous basis, except as provided herein, shall mean with the County, and not the position. Entitlement to longevity shall not depend upon the

length of continuous service of the employee in the capacity, but shall be determined according to length of continuous service as an employee (no matter in what capacity) of the County. The period of probation shall not be considered part of service entitling anyone to longevity. To be entitled to longevity, service contemplates service in a permanent position with the County.

C. Method of Payment

Once entitled to longevity, the employee shall continue receiving such longevity so long as the employee continues in active and full time employment with the County. The right to longevity shall commence upon the first day, as provided above, and shall be payable together with the payments made every two weeks ordinarily to County employees in proportion to the entire amount of longevity pay to which the employee shall be entitled over the course of the year of entitlement.

D. Service is Deemed Actual Service, Not Calendar Year Service

For purposes of entitlement, it is understood that the longevity paid to the employee shall be based upon the commencement of the fourth, ninth, thirteenth and seventeenth consecutive year, the day after the anniversary date of the employee having actually entered upon the service of the County in a permanent position.

E. Tacking of Several Periods

To be entitled to longevity, no tacking of previous periods of employment shall be permitted unless such period of service shall have been interrupted by a regular leave of absence or leave because of illness, or incapacity. No tacking of consecutive periods of service shall be permitted if the employee in the interim period between two consecutive periods of employment shall have been actively employed with another employer in profitable pursuit of another business.

ARTICLE VI - GRIEVANCE PROCEDURE AND COMPULSORY ARBITRATION

Section 1.

A "grievance" shall be any complaint by any employee with respect to wages, adjustments under this contract, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter shall be followed:

Section 2.

Complaints may be initiated by an individual employee to the head of a department. If the complaint is not adjusted satisfactorily at this stage, and the employee wishes to enter a grievance, it shall be presented only by the duly authorized representative of the negotiating unit of said employee, to wit: Civil Service Employees Council #6.

Section 3.

If the negotiating unit wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1

A representative of the negotiating unit, shall present and discuss the grievance or grievances orally with a permanent county designee, called a Grievance Negotiator. The head of the department, or the supervisor shall have five days to answer the grievance orally. Under this step, nothing in writing shall be required of the supervisor or the Department Head and every effort shall be made to resolve the grievance within this step.

Step 2

If Step 1 does not resolve the grievance, or if no answer has been received within the time set forth in Step 1, the negotiating unit shall present the grievance within ten days in writing to the Director of the Board of Chosen Freeholders of the County of Morris. The Director of the Board of Chosen Freeholders shall require the Grievance Negotiator for the County of Morris within ten days to present a report of the grievance and the circumstances concerning the grievance, setting forth also the position of the supervisor, department head or public employer.

Step 3

If the grievance is not resolved at Step 2, or if no answer has been received by the negotiating unit within the time set forth in Step 2, the grievance may be presented in writing to the Board of Chosen Freeholders, whereupon the Director of the Board of Chosen Freeholders shall submit his report in writing to the full board and a determination made by the full Board of Chosen Freeholders within 30 days of the submission of the report of the Director. A copy of the Director's report shall be furnished the representative of the negotiating unit and he shall have 30 days within which to answer the report and state his contentions.

Step 4 - Arbitration

In the event that there is anyone aggrieved by the decision of the Freeholders, any aggrieved party may submit the matter to arbitration as provided in Rule 19-:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission. All of the procedures provided under such rule shall be invoked to achieve a prompt and expeditious determination of the dispute, which shall be binding on the parties.

Proviso

Nothing contained in the grievance procedure or arbitration as noted herein is intended to deny to an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

Proviso

Nothing contained in this agreement shall be interpreted to require arbitration concerning terms and conditions of contract negotiations between the main parties in the future; nothing contained herein shall be interpreted to require the public employer to submit to arbitration any matter which it may choose to negotiate or refuse to negotiate. Arbitration is limited to "unresolved grievances" in assisting agreements.

ARTICLE VII - DURATION

Section 1.

This Agreement shall become effective the first day of January 1971, or upon such day as all of the conditions prescribed herein are fully met even though these conditions may not occur until after January 1, 1971, and shall be effective through and including the 31st day of December, 1972.

Section 2.

At least 90 days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations with the appropriate unit for a new Agreement, but nothing contained herein shall be deemed an implied or expressed commitment on the part of the Public Employer to negotiate wage increases or changed conditions and hours of employment, such matters being then determined according to conditions then prevalent.

ARTICLE VIII - RETROACTIVITY

To the extent that it may require approvals and fulfillment of conditions, which may not occur beyond January 1, 1971, this Agreement shall be deemed retroactive to January 1, 1971 upon the completion of all such conditions and commitments.

ARTICLE IX - PENSIONS

Nothing contained in this Agreement shall be deemed to change or alter the rights of the public employees to pensions as provided in provisions of New Jersey Law under the Public Employee's Retirement System of New Jersey, or any other public retirement system operative in the State of New Jersey, and these rights of the public employee shall continue notwithstanding any provisions of this Agreement.

ARTICLE X - RATIFICATION AND APPROVAL

Section 1.

This Agreement shall be deemed ratified and approved upon certification of the negotiating unit of meeting of its membership and under due compliance with law, and an acknowledgement of the ratification and approval by the requisite percentage of employees to effectuate validity to the Agreement and commitments made herein.

Section 2.

This Agreement shall require as a condition to its approval and effectiveness, a Resolution by a requisite number of members of the Board of Chosen Freeholders of the County of Morris an official Resolution by the Secretary certifying the due and valid promulgation of such Resolution acknowledging the ratification and approval of this Agreement.

Section 3.

Prior to the submission of this Agreement to the Board of Chosen Freeholders for approval, certification shall be made of the approval of the public employees, by the procedure required, and submitted in writing by the negotiating unit, the signatory party to this Agreement, and acknowledgement by the New Jersey Civil Service Commission of the replacement of this Agreement in lieu of the Salary Guide presently in force for the County of Morris, together with certifications by any other State Agency required thereby.

ARTICLE XI - PUBLIC EMPLOYEES COMMITTEE

The public employer 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 public employer from time to time.

ARTICLE XII - TEMPORARY EMPLOYEES ENTITLED TO LONGEVITY

Notwithstanding anything in Article V, Section 7(b) to the contrary, length of continuous service of an employee may include the length of service in a temporary status as determined on a case by case basis. Specifically, employees carried in a temporary status for extended periods of time through no fault of their own shall be entitled to have time served in temporary status after the initial ninety (90) day period counted in their total length of continued services for the purpose of entitlement to longevity benefits under this contract.

ARTICLE XIII - RAIN DAYS (Bridge Department Only)

A "Rain Day" is called by the bridge supervisor or his assistants when five (5) crews call in advising of rain, and requesting a rain day. In case of emergency, the bridge supervisor or his assistants shall have the same discretion as heretofore.

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

ATTEST:

/s/ Mildred A. Burke 3/8/71
MILDRED A. BURKE
Secretary

MORRIS COUNTY CIVIL SERVICE
EMPLOYEES COUNCIL #6

BY: /s/ William A. Bushnell
WILLIAM A. BUSHNELL 3/8/71
President

ATTEST:

/s/ Helen A. Munson
HELEN A. MUNSON
Clerk

BOARD OF CHOSEN FREEHOLDERS OF
MORRIS COUNTY

BY: /s/ James P. Vreeland, Jr.
JAMES P. VREELAND, JR.
Director

ADDENDA TO CIVIL SERVICE COUNCIL NUMBER 6 AGREEMENT

1. The Engineering Department has been created as a separate unit. The terms for this Agreement shall not apply to it.
2. Concerning all employees of the Morris County Free Library Commission, this Agreement shall not be effective unless and until it is approved by the Trustees of the Morris County Free Library Commission.
3. Any and all reference to longevity benefits, shall be effective after ninety (90) days of employment provided such employee shall have requested in writing permanent status of appropriate Civil Service steps for such status. Any time period shall commence to run from the date of making such request.
4. All minimum and maximum ranges in salary shall be deemed adjusted by the terms of this Agreement.
5. All reference to "Monday to Friday" employment days is descriptive only. Some departments work regularly on Saturdays and Sundays, and such references shall not be construed to suggest overtime or compensatory time. Moreover, all employees, for good cause, may be requested to work on other days by the public employer.
6. In Article II, delete last sentence and add: "Nothing contained herein shall be construed to impair or interfere with the right of the public employer to finally promulgate rules, regulations and revisions in its sole discretion."







