

#1590

AGREEMENT

BETWEEN THE

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SUSSEX

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

LOCAL 1032

1999-2001

99-05-25A10:25 0145

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PREAMBLE

THIS AGREEMENT made and entered into this Ninth day of June 1999 by and between the Board of Chosen Freeholders of the County of Sussex, a County Government of the State of New Jersey, (hereinafter referred to as the County) and the Communications Workers of America, AFL-CIO (hereinafter referred to as the Union) is the understanding between the County and the Union on all negotiable issues and as such, will serve to promote and maintain a harmonious relationship between the County and those of its employees represented by the Union and subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE I - DEFINITIONS

"Appointing Authority" - the County Administrator for all County Departments, except for any other appointee specifically designated by New Jersey Statutes or by Court Order and recognized by the Board of Chosen Freeholders.

"Personnel Division" - the Central Personnel Division for the County of Sussex.

"Department Administrator" - the highest level of supervision or coordination within the designated department recognized as the Administrator of that department by the Board of Chosen Freeholders.

"Negotiating Unit" - the organization recognized by the County as the labor representative for that group of employees, i.e., the Communications Workers of America, AFL-CIO.

"Permanent Employee" - an employee who has been appointed by the appointing authority from a State Department of Personnel certification list or who is appointed permanently in the non-competitive labor division or unclassified employees appointed in accordance with laws, rules and regulations, whether full-time or part-time and completed the Working Test Period.

"Provisional Employee" - an employee in the career service (classified) who has acquired the tenure and rights resulting from regular appointment and successful completion of the Working Test Period in accordance with N.J.A.C. 4A:1-1.3.

"Division Head" - the highest level of supervision or coordination within the designated division recognized as the Division Head of that division by the Board of Chosen Freeholders.

"Temporary Employee" - an employee appointed for a maximum of six (6) months in accordance with N.J.A.C. 4A:4-1.7 or an emergency appointment not to exceed 30 days in accordance with N.J.A.C. 4A:4-1.8 or an interim appointment to replace a permanent employee who is absent in accordance with N.J.A.C. 4A:4-1.6. In accordance with N.J.A.C. 4:4-1.7, a temporary appointee shall meet the minimum qualifications for the title.

"Interim Employee" - an employee who serves in a position/title where a permanent employee is on a leave of absence or is on indefinite suspension or has been removed or demoted for disciplinary reasons and is awaiting final administrative action by the N.J. Department of Personnel (Civil Service) and in accordance with N.J.A.C. 4A:4-1.6.

"Certification" - the list issued by the State Department of Personnel setting forth the people who are eligible for regular appointment effective the date of certification or any reasonable date thereafter.

"Classified Service" - all employees classified by the New Jersey Department of Personnel.

"Unclassified Service" - employees elected or described by New Jersey Statutes. Example: Surrogate, Prosecutor, Secretary to Department Head, etc. Unclassified employees serve a fixed term set by Resolution or by elections of the people or serve in titles not classified by the New Jersey Department of Personnel.

"Non-competitive Positions" - positions for which State Department of Personnel does not require that an exam be taken for an employee to obtain permanent status. Permanent status will be granted in accordance with State Department of Personnel Rules.

"Competitive Positions" - positions for which State Department of Personnel requires that an exam be taken by an employee to obtain permanent status.

"Working Test Period" - The working test period shall not include any time served by an employee under provisional, temporary, interim or emergency appointment. The working test period shall begin on the date of permanent appointment and extend over a period of three months for non-law enforcement titles and a period of twelve months for law enforcement positions (i.e Juvenile Detention Officers) in accordance with N.J.A.C. 4A:4-5.2.

ARTICLE II - RECOGNITION AND SCOPE OF AGREEMENT

Section 1: The County recognizes the Union as the sole and exclusive representative for the collective negotiations with respect to rates of pay, wages, hours of work, and other conditions of employment of the employees in the negotiating unit.

Section 2: The appropriate negotiations unit shall be:

Included: All full-time and regularly employed part-time employees employed by the Sussex County Board of Freeholders.

Excluded: All unclassified employees, managerial executives, confidential employees, police employees, division directors, and employees included in other collective negotiations units.

Section 3: Certain provisions of this Agreement specifically deal with working conditions affecting departments having a 24-hour, 7 day operational work week. It is the intention of the parties that wherever specific provisions affecting these departments are included in this Agreement, said specific provision shall control over a general provision in the Agreement.

ARTICLE III - DUES CHECK-OFF

Section 1: The County agrees to deduct Union dues from each employee who has properly authorized such deductions in writing, from the first two paychecks each month. The County further agrees to forward said deductions along with a alphabetized list of employees for whom a deduction has been made, showing the amount deducted, to the Union within fifteen (15) days after. Dues deduction for any employee in this negotiating unit shall be limited to the Union.

Section 2: If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall notify the County in writing thirty (30) days prior to the effective date of such change.

Section 3: A copy of the Board of Freeholders regular public meeting agenda will be available to the Union so that the Union will be able to keep their records up-to-date.

Section 4: The County agrees to institute an Agency Shop Fee deduction from the pay checks of each represented employee who does not join the Union.

ARTICLE IV - UNION RIGHTS AND PRIVILEGES

Section 1: The Union shall have the right to designate such members of the Union as it deems reasonably necessary as Union Representatives, who shall not be discriminated against due to their legitimate Union activity.

The Union agrees to furnish the County with the names of Shop Stewards in writing. One Shop Steward per grievance shall be permitted a maximum of 45 minutes, noncumulative without loss of pay or benefits to investigate a grievance at the first level in the "Grievance Procedure". This time spent investigating such grievances shall be compensated for at the employee's regular rate of pay. Shop Stewards must obtain permission from their supervisor or foreman before leaving their work station in exercise of their duties. Such permission shall not be unreasonably withheld.

The County recognizes that the Union may designate five (5) "Special" representatives to replace the regular shop stewards from time to time. Of these five (5) "Special" representatives shall be permitted a maximum of 60 minutes per individual representative, per week, noncumulative, without loss of pay or benefits to investigate a grievance at the first level in the "Grievance Procedure".

Union Representatives, not to exceed seven (7) in number, may participate in mutually scheduled collective negotiations or monthly meetings during their scheduled hours of work, shall suffer no loss in their regular pay for the time they are so engaged. In the event that the Union President and/or Recording Secretary are County employees and they attend negotiations, they shall be considered part of the designated seven (7).

Section 2: Authorized Union Representatives shall have the right to enter upon the premises of the County during working hours after notice to the County for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed or with the proper service to the public.

Representatives of the Union shall be permitted to transact official Union business on the premises at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Prior permission shall be obtained by the Union from the appropriate division/department head responsible for the building. Said permission shall not be unreasonably withheld.

Section 3: The Union may use County buildings, designated facilities and equipment at reasonable hours when not otherwise in use, when authorized and scheduled by the proper authorities. Said authorization shall not be unreasonably withheld.

Section 4: An employee who is a duly authorized Union Representative may be granted leave with pay for a period of up to five (5) days in any calendar year to attend the following:

- CWA Annual Convention
- CWA District 1 Conference
- CWA Public Worker Conference
- One (1) CWA Statewide Meeting

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No more than two (2) individuals per event per year will be permitted to attend these events.

The Five (5) days shall include necessary travel time. Written notice from the Union indicating that the employee is a duly authorized representative shall be submitted to the supervisor at least four (4) days prior to the event. A certificate of attendance shall be submitted to the supervisor after the event indicating the representative's attendance. Such leave shall be granted provided that it will not interfere with the efficient operation of the County.

Section 5: An employee may attend other Union activities and may request to use vacation leave, personal leave or unpaid leave. Such leave shall be granted provided that it will not interfere with the efficient operation of the County, is requested timely, and such leave shall be granted solely at the discretion of the Division Head.

Section 6: The Union shall purchase bulletin boards at 16" x 24" for each worksite for the exclusive use of the Union. The County and the Union shall determine locations of said bulletin boards which shall be installed at the County's expense. Materials on such bulletin boards shall be posted and removed by representatives of the Union. Management reserves the right to remove political, slanderous, discriminatory or materials containing personally inflammatory information.

ARTICLE V - MANAGEMENT

Section 1: The County hereby retains and reserves unto itself, without limitation except those to which it has agreed all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the forgoing, the following rights:

- a) To exercise all management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this or other agreements with the Union;
- b) To the executive management and administrative control of the County Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees;
- c) To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the County;

- d) To reprimand, suspend, demote, discharge or otherwise discipline employees for just cause;
- e) To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment in accordance with New Jersey Department of Personnel rules and regulations and this agreement;
- f) To determine the number of employees and the duties to be performed;
- g) To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;
- h) To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the County;
- i) To determine the total amount of overtime to be worked;
- j) To determine the methods, means and personnel by which its operations are to be conducted;
- k) To determine the content of work assignments in accordance with New Jersey Department of Personnel job descriptions;
- l) To exercise complete control and discretion over the organization and the technology of performing its work;
- m) To subcontract for any existing or future service as determined necessary by the County as limited by this agreement;
- n) To make or change County rules, regulations, policies, and resolutions as the County may from time-to-time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the County subject to the limitations contained in this Agreement and in law; and,
- o) To generally manage the affairs of the County, attain and maintain full operation efficiency and productivity and to direct the work force.

Section 2: The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgement and discretion in connection herewith shall be limited only by law and by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section 3: Should the County contract or subcontract for work or services performed by negotiating unit employees, the County shall notify the Union of the impact of such contracting or subcontracting upon negotiating unit employees who may be laid off or reassigned. Such notice shall be given prior to the award of the contract or subcontract, except in extraordinary circumstances. The Union must request the opportunity to discuss the impact of a decision to subcontract or contract out work within thirty (30) days after written notification by the County by certified mail, return receipt. Failure of the Union to make such a timely request shall act as a waiver and shall bar the Union from seeking to discuss the impact of this action.

Section 4: The parties agree that the County has the right to make reasonable rules and regulations. All rules and regulations promulgated by the County for the proper and efficient operation of the public service shall be duly and conspicuously placed and shall be observed. A copy of all rules and regulations will be provided to the Union.

ARTICLE VI - NON-DISCRIMINATION AND DUE PROCESS

Section 1: No employee shall be discharged or discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation, handicap, marital status, or Union activity.

Section 2: The County reserves the right to discipline or discharge any employee for just cause.

Section 3: All discipline shall be progressive in nature and corrective in intent. Discipline for this purpose means any penalty greater than an oral reprimand.

ARTICLE VII - ADHERENCE TO NEW JERSEY DEPARTMENT OF PERSONNEL RULES

The County agrees to negotiate with the Union over the replacement of any right or benefit provided under the New Jersey Administrative Code, Title 4A (Personnel) which may be eliminated or altered by statute or regulation.

The County and the Union understand and agree that all rules promulgated by the New Jersey Department of Personnel or superseded by Public Employment Relations Commission ruling concerning any matter whatever not specifically covered in this Agreement shall be binding upon both parties.

ARTICLE VIII - NO STRIKES

The Union assures and pledges to the County that its goals and purposes are such that it does not condone strikes or threats thereof by public employees, or work stoppage, slowdowns or any other such actions which would interfere with service to the public or violate the Constitution and the laws of the State of New Jersey; and the Union and the employees agree they will not initiate or participate in such activities nor advocate or encourage members of the unit to initiate or participate in the same; and the Union will not support anyone acting contrary to this provision. The County agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE IX - ECONOMY LAYOFFS

Section 1: The County agrees that employee layoffs for purposes of efficiency or economy or other valid reason requiring a reduction of the number of employees in a given class shall be on the basis of seniority, beginning with temporary help, then provisional employees, and last, permanent employees, according to procedures specified in State Department of Personnel (formerly Civil Service) rules. In all cases, the County shall provide proper written notice to employees to be laid off, forty-five (45) days in advance, as required by State Department of Personnel rules.

Section 2: An employee re-appointed from a Civil Service reemployment list shall receive the same rate of pay received on the date of layoff (adjusted by intervening across the board wage increases) if re-appointed to the same title held at the time of layoff. If re-appointed to another title, the employee's rate of pay shall be adjusted to that which the employee would have received if the employee had been appointed to the new title on the date of separation (adjusted by intervening across the board wage increases). Salary adjustments in this circumstance are subject to the minimums and maximums of the salary range of the job title to which an affected employee is re-appointed.

ARTICLE X - SAFETY

Section 1: The County agrees to provide safe and adequate working areas and equipment. The County will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The County will set up necessary job safety and health programs for all employees covered by this Agreement.

Section 2: The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards in the promotion of safety, safe working habits, and good housekeeping throughout the work environment. Each employee shall comply with all reasonable safety rules and regulations.

Section 3: Employee or Union complaints of unsafe or unhealthful conditions shall be reported to the Division Head or Department Administrator and shall be promptly investigated.

Section 4: Employees shall not be required to work under conditions of work which are unsafe or unhealthful. The County retains the right to make a determination of the safety or healthiness of the conditions of work. Should a dispute arise representatives of O.S.H.A. or P.E.O.S.H.A. shall make a final determination. An employee whose work is temporarily eliminated as a result of the foregoing, may be promptly assigned on an interim basis to other comparable work or work location.

If other comparable work or work location is not available, employees shall be allowed to use vacation or personal leave.

Section 5: A Joint Union-Management safety committee shall be established, consisting of five (5) Union appointed representatives and five (5) Management appointed representatives. This committee shall meet at least four (4) times per year. Additional meetings will take place at the request of either the Union or the County.

ARTICLE XI - LEGALITY

Any provisions of this Agreement found to be in violation of any existing or future local, state, or national legislation shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation.

Only these provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

ARTICLE XII - MONTHLY LABOR/MANAGEMENT MEETINGS

On a date mutually agreed upon by the parties bi-monthly, there will be a meeting of a committee representing the Board of Chosen Freeholders and a committee representing the Union to discuss mutual problems. These bi-monthly meetings shall not be for the purpose of hearing grievances or negotiation. These meetings shall be scheduled, whenever possible, to start between 9 a.m. and 11:00 a.m.

ARTICLE XIII - NEGOTIATION PROCEDURE

The parties agree to begin bargaining ninety (90) days prior to termination of this Agreement, sooner if possible, or in accordance with the Public Employment Relations Commission schedule.

ARTICLE XIV - HOURS OF WORK

Section 1: The normal work week for full-time employees shall consist of either thirty-five (35) or forty (40) hours. The normal hours of work in existence at the time of execution of this Agreement for all departments shall remain in full force and effect for the duration of this Agreement unless changed by mutual consent. Either party reserves the right to request a change in the normal working hours, but no change shall be implemented unless mutually agreed to.

Section 2: All employees authorized by their supervisor to work in the field or on the road shall compute their hours of work on a portal-to-portal basis for such time spent in the field or on the road.

ARTICLE XV - OVERTIME

Section 1: All employees shall be expected to complete their work in the time allotted for the normal working day.

Section 2: Any employee scheduled by the Department Administrator in accordance with the County's policy to work in excess of his/her regular work week shall be paid at the rate of time and one-half for all hours the employee works in excess of his/her regular work week. An employee who is scheduled to work a regular Monday to Friday work week and works on a Saturday, shall receive time and one-half for all hours she/he works on said Saturday, provided that any absence during the regular work week is justified.

An employee who is scheduled to work a regular Monday to Friday work week and works on Sunday, shall receive double time for all hours she/he works on said Sunday, provided that any absence during the regular work week is justified.

Section 3: The County reserves the right to offer compensatory time off in lieu of paid overtime. The employee retains the right to refuse compensatory time off in lieu of paid overtime. Compensatory time off in lieu of paid overtime shall be in accordance with the Fair Labor Standards Act and the following procedure.

- a. Prior approval must be secured from the Division Head or authorized representative before any overtime is worked and compensatory time off is accrued.
- b. Accurate records showing when the time is earned and when it is taken must be kept by the Division Head or authorized representative in compliance with Federal Law and County policy. Compensatory time in lieu of paid overtime shall be earned at the same rate as paid overtime. Compensatory time off must be reported on leave requests.
- c. Employees are responsible for submitting a leave request to use the compensatory time within 120 calendar days of earning it with first and second choices. Employees in 24-hour facilities involved in direct patient/inmate care may not request to use compensatory time the day before a holiday or on a holiday. Failure of the employee to request to use the compensatory time within time limits shall result in forfeiture. The Division Head will approve either the first or second choice at his/her discretion. The employee's first choice will not be unreasonably denied.
- d. Employees shall provide advance notice to use compensatory time off in the same manner as vacation time off and in accordance with Article XX - VACATIONS, Section 4. i.e. requests of five (5) or more consecutive compensatory days off must be submitted in writing to the Department Administrator four (4) weeks in advance of the requested time off and requests of less than five (5) consecutive compensatory days off should be made in writing to the Department Administrator four (4) working days, where possible, in advance of the requested time off.
- e. Under no circumstances will compensatory time off be granted before it is earned.
- f. Compensatory time taken off shall not exceed the employee's regular work week of either 35 or 40 hours in any regular work week.
- g. An employee leaving County employment will be paid for any unused compensatory time remaining when separation takes place. The estates of deceased employees shall be paid for the compensatory time earned.

Section 4: An employee "called out" on an emergency or standby basis, due to severe weather conditions, i.e., snow, floods, hurricane, shall be paid an hour's wage for any part of the hour worked (i.e., 15 minutes = 1 hour, 30 minutes = 1 hour, 1 hour and 15 minutes = 2 hours; 1 hour and 30 minutes = 2 hours).

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year may exceed 261 or
the amount paid to a full
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our facilities are governed by Article XIX, Section 4 of this

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PERIODS

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Section 3: Annual salaries are divided by 261 work days to determine the daily rate of pay. The parties recognize that the number of work days in a calendar year may exceed 261 or be fewer than 261 days. In those years containing 260 work days, the amount paid to a full time employee will be annual salary minus one day's pay. In those years containing 262 work days, the amount paid to an employee will be annual salary plus one day's pay.

ARTICLE XVII - MEDICAL BENEFITS

Section 1: Employees are eligible to receive health and medical benefits provided by the New Jersey State Health Benefits Program. Such employees will have the option on the open enrollments dates of selecting one of the following plans: Traditional Indemnity, Point of Service (New Jersey Plus), or an HMO approved by the State Health Benefits Commission. The program includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

The minimum number of hours worked for eligibility for health and medical benefits will increase from 20 per week to 25 per week effective March 1, 1996 and those eligible prior to March 1, 1996 will continue to be eligible until or unless their hours decrease to less than 20 per week; current employees ineligible for participation in the New Jersey State Health Benefits Program (i.e., those who work less than 20 hours) will continue to be ineligible for coverage in the program unless or until their hours are increased to at least 25 hours per week.

Section 2: Employees are eligible for a prescription drug program which includes \$5.00 co-pay for name brand, \$1.00 co-pay for generic and no co-pay for mail orders. The plans include coverage for the employees and eligible immediate family members and shall be fully paid for by the County.

The minimum number of hours worked for eligibility for the prescription drug program will increase from 20 per week to 25 per week effective March 1, 1996 and those eligible prior to March 1, 1996 will continue to be eligible until or unless their hours decrease to less than 20 per week; current employees ineligible for participation in the prescription drug program (i.e., those who work less than 20 hours) will continue to be ineligible for coverage in the program unless or until their hours are increased to at least 25 hours per week.

Section 3: Employees are eligible for a dental program, known as Delta Premier as outlined by the Delta Dental Plan. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

The minimum number of hours worked for eligibility for the dental program will increase from 20 per week to 25 per week effective March 1, 1996 and those eligible prior to March 1, 1996 will continue to be eligible until or unless their hours decrease to less than 20 per

week; current employees ineligible for participation in the dental program (i.e., those who work less than 20 hours) will continue to be ineligible for coverage in the program unless or until their hours are increased to at least 25 hours per week.

Section 4: Coverage shall begin after two (2) months of employment for health and prescription benefits and the first of the month after two (2) months of employment for dental benefits, providing that the proper application is completed and filed timely with the Personnel Department.

Section 5: The County agrees to continue to pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for the health and medical benefits described in Section 1 provided such persons retire from the County service after twenty-five (25) years or more of service credit to the New Jersey State Pension System or receive a disability retirement regardless of the years of service. To be eligible for this benefit, such retirees shall apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. This health care program is administered by the New Jersey State Division of Pensions, Health Benefits Bureau.

For employees who retire effective January 1, 1988, or thereafter, the County agrees to pay the premium charges for the prescription program described in Section 2, and for the dental program described in Section 3, provided such persons retire from the County service after twenty-five (25) years or more of service credit to the New Jersey State Pension System or receive a disability retirement regardless of the years of service. The prescription and dental care programs are administered by the County in accordance with the contracts with the respective insurance carriers.

Section 6: The County agrees to reimburse eligible employees for their premium charges under Part B of the Federal Medicare Program for themselves and their eligible immediate family members, provided the County voucher is submitted by the employee to the Treasurer's Office during July and January for the previous six (6) months.

The County agrees to reimburse retirees with twenty-five (25) years or more of service credit to the New Jersey State Pension System or who receive a disability retirement regardless of the years of service for their premium charges under part B of the Federal Medicare Program for themselves and their eligible immediate family members, provided a County voucher is submitted to the Treasurer's Office during July and January for the previous six (6) months.

Section 7: Employees who are granted a leave of absence without pay should refer to Article XXIX, Section 5.

Section 8: Upon an employee's termination, all insurance coverages will be discontinued the first of the month after one month, or as otherwise specified by the insurance carrier.

Section 9: All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance.

Section 10: Effective January 1, 2001, the County agrees to reimburse employees up to \$35.00 for his or her regular prescription corrective lenses or up to \$45.00 for bifocal or more complex prescription corrective lenses. Employees are eligible for one reimbursement for each year. Receipts, indicating amount paid by health insurance, if any, shall be submitted to the County to be eligible for reimbursement but the amount paid by health insurance and the reimbursement shall not exceed 100 % of the cost. This reimbursement is strictly limited to the employee and not applicable to family members. Eligibility for this program shall begin after two months of employment for new employees and shall cease when the employee is no longer actively employed which includes, but not limited to, leaves of absence, suspensions without pay, retirement/resignation, etc..

ARTICLE XVIII - STATE TEMPORARY DISABILITY INSURANCE

Section 1: The County agrees to provide to all employees the New Jersey Temporary Disability Insurance Program. The Union agrees that employees, through payroll deductions, shall be required to contribute to this program as determined by the New Jersey Temporary Disability Benefits Law.

Section 2: All rights, benefits, eligibility requirements, etc. shall be in accordance with the New Jersey Disability Benefits Law.

ARTICLE XIX - HOLIDAYS

Section 1: Fourteen (14) legal holidays shall be observed under this Agreement:

| | |
|-----------------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr's Birthday | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Christmas Day |

Also to be observed are any other holidays declared by the legally constituted authorities of the County, Governor or President. Unless otherwise stated, the term "holiday" refers to the observed holiday rather than the actual holiday.

When a holiday as above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

Section 2: A day's holiday pay shall be equal to the employee's pay for his/her regularly scheduled work day.

Section 3: Employees in a 24-hour facility may be required to work on an observed holiday. If said employee is required to work on the observed holiday, or if said employee is scheduled to have his/her regular day off on the observed holiday, she/he shall be granted another day off in lieu of the holiday in accordance with the following procedure.

The compensatory holiday time off shall be requested no later than thirty (30) days after the date of the holiday. An employee may request to use a holiday before it occurs if all of the following conditions are met: (a) the employee is not terminating or planning to request a leave of absence prior to the occurrence of the holiday; (b) the employee has been employed at least one full calendar year; (c) the employee's prior attendance record has been satisfactory; and (d) the employee has not exhausted all other earned benefit leave time.

The employee shall make the request no later than ten (10) days before the requested day off and said request shall be submitted to the employee's supervisor on the proper form.

In the event that no request for holiday time off has been received within said thirty (30) day period after the date of the holiday, the Department Head shall schedule the compensatory holiday time off as the work load permits.

Upon submission of the proper form by the employee, the Department Head shall respond to the leave request not later than five (5) working days from the date of submission. In the event the date requested is not granted, the employee shall have five (5) working days to submit a new request form and this procedure shall be repeated until a date has been selected by the employee and approved by the Department Head.

The Department Head shall attempt to schedule work, in so far as possible, to honor the requests of the employee for their selected compensatory holiday time off.

In the event there are multiple requests for the same day off which cannot be granted based on the needs of the service, the request shall be honored first in order of their submission, and if submissions have been made on the same day, by seniority of the affected employee.

All compensatory holiday time off, with the exception of Thanksgiving Day and Christmas Day, shall be taken in the year in which the holiday occurs. Employees whose regularly

scheduled day off falls on Thanksgiving Day and/or December 25 may be carried into the next calendar year with the approval of the Department Head and the Personnel Director.

Section 4: Employees in a 24-hour facility may be required to work on an observed holiday. If said employee is required to work on the observed holiday, except Thanksgiving Day, December 25 or January 1, or if said employee is scheduled to have his/her regular day off on the observed holiday, she/he shall be granted another day in lieu of the Holiday in accordance with the procedure outlined in Section 3.

Employees who work in a 24-hour facility and who are required to work on Thanksgiving Day, December 25 and/or January 1 shall be paid at the rate of time and one-half for all hours worked plus their regular holiday pay. Employees who work on Thanksgiving Day, December 25, and/or January 1 and who are paid at the special rate listed above shall not receive another day off in lieu of these holidays.

Employees in a 24 hour facility called to work with less than 48 hours notice on Thanksgiving Day, December 25, or January 1 shall be paid their regular day's pay plus double time for all hours worked. Employees in a 24 hour facility called to work with less than 48 hours notice on any other holiday shall be paid straight time and granted another day off in lieu of that holiday.

Section 5: The County Library is closed on the Saturday preceding Memorial Day and Labor Day. The County Library is closed on Saturday when the actual holiday of New Year's Day, Independence Day, Veterans' Day and Christmas Day fall on Saturday. When the County Library is closed on Saturday, Library employees will be scheduled to work their regular work week during the week prior.

ARTICLE XX - VACATIONS

Section 1: All employees shall be granted vacation leave based upon the following from date of last hire:

First year -- 1 day per month to the end of the calendar year
Upon completion of 1 through 5 years = 12 days per year
Upon completion of 6 through 7 years = 13 days per year
Upon completion of 8 through 11 years = 15 days per year
Upon completion of 12 through 15 years = 17 days per year
Upon completion of 16 through 20 years = 21 days per year
Upon completion of 21 through 26 years = 24 days per year
Upon completion of 27 years or more = 26 days per year

ANNIVERSARY DATE: Should an employee whose anniversary date falls between January 1 and June 30 be eligible to receive increased vacation in accordance with the aforementioned schedule, she/he shall receive one-half of the increased allotment for said year and receive the full allotment January 1 of the following year. Should an employee whose anniversary date falls between July 1 and December 31, she/he shall receive the increased allotment January 1 of the forthcoming year.

Section 2: Employees on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employee works less than twelve (12) months in the calendar year, she/he is entitled to pro rata share of such vacation entitlement. An employee who has used more vacation time than she/he is entitled to at the time of severance shall have an amount equal to his/her daily rate at the time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which she/he is entitled.

Section 3: No vacation days shall be taken for less than one-half day and providing it is mutually agreed by the employee and the Department Administrator.

Section 4: Employees shall submit requests for vacation times of five (5) consecutive work days or more to the department/agency head in writing no later than four (4) weeks before his/her requested vacation, with first and second choices. The department agency/head shall answer the request in writing within five (5) working days. The requested vacation shall be scheduled where practical on the basis of seniority. Vacations of less than five (5) consecutive work days should be requested in writing four (4) working days, where possible, before the requested vacation leave. The department/agency head should answer the request in writing no later than two (2) working days before the requested vacation leave.

The Department Administrator shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

Section 5: Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the department/agency head unless the department/agency head determines that it cannot be taken because of pressure of work. A maximum of one year's allotment may be automatically carried forward into the new year.

Section 6: Any employee whose service with the County terminates shall have unused vacation time paid to him/her or the employee's legal representative in the event of his/her death.

ARTICLE XXI - SICK LEAVE

Section 1: All employees shall be granted sick leave based upon the following from date of last hire:

1-1/4 days per month in the first year of service, then
15 days per calendar year

Section 2: All unused sick leave may be accumulated from year to year.

Section 3: Employees are entitled to use sick leave in accordance with New Jersey Department of Personnel (Civil Service) rules, N.J.A.C. 4A:6-1.3. The parties agree to adhere to the following concerning sick leave usage.

(a.) Absenteeism: Absenteeism includes paid and unpaid sick leave, excused or unexcused absences whether paid or unpaid, or leaves of absence without pay. Chronic or excessive absenteeism may be cause for disciplinary action up to and including termination of employment (see N.J.A.C. 4A:2-2.2 and 4A:2-2.3).

(b.) Verification of Sick Leave: An employee shall be required to submit acceptable medical for the following:

1. absences for five or more consecutive working days.
2. absences for periods totaling 10 work days in one calendar year consisting of periods of less than five days.
3. an employee currently suffering from a catastrophic health condition or injury, which necessitates the employee's recurring absences from work, may submit acceptable medical evidence for a maximum of 90 days. Extensions of a maximum of 30 days will be considered on a case-by-case basis. The medical evidence required for recurring absences shall indicate the nature, severity, and anticipated duration of the disability.
4. an employee who is needed to provide care to a member of the employee's immediate family as defined by N.J.A.C. 4A:1-1.3, who is currently suffering from a catastrophic health condition or injury which necessitates the employee's recurring absences from work, may submit acceptable medical evidence for a maximum of 90 days. Extensions of a maximum of 30 days will be considered on a case-by-case basis. The medical evidence required for recurring absences shall indicate the severity, and anticipated duration of the disability.
5. Upon issuance of a disciplinary notice as described in (d.) of this article.

6. The County and its representatives retain the right to require acceptable medical evidence and/or initiate progressive discipline whenever there is reasonable cause to suspect abuse of sick leave. Supervisors may deny the use of sick leave for any valid reason and must advise employee of the reason for such denial.

(c.) New Employees and/or Working Test Period: A new employee who is absent or sick more than three (3) times during his/her first ninety (90) days of employment may be subject to termination if no legitimate reasons for the absences are found. A regular employee serving a ninety (90) day working test period who is sick or absent more than three (3) times during the working test period may be subject to failure of the working test period if no legitimate reasons for the absences are found. Failure of the working test period may result in demotion, if an appropriate vacancy exists, or termination of employment in accordance with N.J. Department of Personnel (Civil Service) rules.

(d.) Disciplinary Notice: An employee who has been absent for periods totaling 10 or more work days in one calendar year consisting of periods of less than five consecutive days without prior acceptable medical evidence, may be given a disciplinary notice.

An employee who has exhibited a pattern of absences (such as single absences on Monday or Friday, before and after "days off in 24 hours facilities, payday, the day after payday, or some other pattern that appears suspicious) without acceptable medical evidence is subject to progressive discipline such as warning, suspension, termination. After progressive discipline is initiated in these circumstances, employee may be required to supply acceptable medical evidence justifying the absence for the next calendar year.

Section 4: Medical Evidence: Employees required to supply medical evidence for sick absences must supply a legible, in English, original note from a doctor's office that "excuses the employee from work". Medical evidence merely stating that the employee had an office visit or are "under my care" is not acceptable. The cost for this medical evidence shall be borne by the employee, except as noted below. The County does not require the doctor to reveal the employee's medical condition nor does it relieve the employee of a reasonable obligation to notify the County of a potential contagious condition. The employee is not required to visit the doctor's office to obtain the note if the employee has made other arrangements with the doctor's office.

An employee who is required to provide acceptable medical evidence and who fails to supply the evidence shall be suspended, without pay, for each unexcused absence. Also, an employee who has exhausted his/her accumulated sick leave shall be suspended, without pay, for each absence. If acceptable medical evidence is supplied, the employee may be granted a leave of absence, without pay.

The County and its representatives may require an employee to be examined by a physician designated and compensated by the County as a condition of the employee's continuation of sick leave. If a physician should determine that the employee is able to return to work but is not able to perform his/her regular duties, the Department Administrator and the County shall determine what other type of work duties, if any, shall be assigned to such employee.

In the event an employee returning to work from sick leave is examined and a dispute ensues between the employee's physician and the County's physician, the County agrees that the employee shall be able to submit the report to his/her physician and an agreed upon third party neutral physician shall make a final recommendation. The cost of the third party neutral physician shall be shared equally by the employee and the County.

Section 5: An employee upon retiring shall be paid for one-half of the unused sick leave she/he has accumulated. The employee shall be compensated for this accumulated time at his/her daily rate of pay at the date of retirement. The employee shall forfeit this payment if the resignation/retirement is not in good standing.

An employee whose employment within the County is terminated in good standing for reasons other than retirement shall be paid for unused accumulated sick leave based upon the following schedule:

| | |
|---|-------------------------|
| Upon completion of 5 through 10 years of service | = 1/8 up to \$15,000.00 |
| Upon completion of 11 through 20 years of service | = 1/4 up to \$15,000.00 |
| Upon completion of 21 years or more | = 1/2 up to \$15,000.00 |

Section 6: Employees who have in excess of thirty (30) sick days on December 31st of any year may convert any or all earned sick days they have in excess of thirty (30) sick days for vacation days at a ratio of two (2) sick days to one (1) vacation day. Those sick days converted to vacation days shall not be reinstated at any future date. However, no employee shall be permitted to convert more than thirty (30) sick days to vacation days in one calendar year.

Section 7: Employees who use five (5) days or less sick leave per year, will be allowed, at their option, to sell back up to five (5) unused sick days, in full day increments, to the County.

This payment will be made in March of the following year at the prior year's rate. To be eligible the employee must be full time, be in a pay status the entire year and not have any leaves of absence, suspensions, or workers' compensation leave, during the year.

ARTICLE XXII - PERSONAL LEAVE

Section 1: Full-time employees shall receive three (3) days leave per year for personal leave, noncumulative.

Section 2: No personal leave shall be taken for less than a quarter day and providing it is mutually agreed by the employee and the Department Administrator. The Union recognizes and agrees that personal leave shall not be used for unauthorized: late arrival, leaving work early, or returning from lunch late.

Section 3: An employee must give his/her department/agency head twenty-four (24) hours notice when possible before taking personal leave. Requests to use personal leave for emergencies, with less than 24 hours notice, shall not be unreasonably withheld. The County shall approve the personal leave unless there is a shortage of staff or peak work load periods.

ARTICLE XXIII - BEREAVEMENT LEAVE

Section 1: All employees shall receive three (3) days leave in the event of the death of a spouse, child, stepchild, foster child, son-in-law, daughter-in-law, parent, stepparents, foster parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild or person residing in an employee's household with whom the employee has a spousal relationship; such leave being separate and distinct from any other leave time. The employee shall be allowed three (3) days per incident.

ARTICLE XXIV - JURY DUTY

Section 1: Should an employee be obligated to serve as a juror she/he shall not lose any pay for the time spent for jury duty.

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ARTICLE XXV- SNOW DAYS

Section 1: The County reserves the right to declare a snow day, early closing, or late opening for all departments. The purpose of a declared snow day, early closing, or late opening is to provide non-essential employees with the ability to stay off roads and highways so that emergency personnel can clear snow and ice. Essential employees are required to work their regular hours without additional compensation, overtime or compensatory time off. Essential employees are defined as: public works employees involved in snow and ice removal and employees in 24 hour facilities directly responsible for patient/inmate care and custody, food preparation, maintenance and security. Essential employees who do not report for regular hours during a declared snow day, early closing, or late opening may request to use a personal day or vacation day.

Section 2: Should a non-essential employee report for work and subsequently the County decides to close County offices, such employees who report to work shall be credited for the day's work. There shall be no charge against his/her benefit leave time. If the County decides to close County offices after the start of the work day, all offices will remain open until official notification is received.

Should the County close County offices before the start of a work day or declare a delayed opening, all non-essential employees scheduled to work that day will be credited with a day's work without charge to benefit leave time (There shall be no charge against his/her benefits leave time.) Non-essential employees who were scheduled for benefit leave time or for an "off day" prior to the declared snow day, early closing, or late opening, shall not receive compensatory time off or overtime.

Notification of snow days or delayed opening will be made by radio announcements on local radio stations at 6:00 a.m. and/or 7:00 a.m. and periodically during the day.

Section 3: If the County does not declare a snow day or delayed opening, an employee who does not report to work will be charged with either a vacation day or personal leave day.

Section 4: If an employee is reasonably late reporting to work due to traveling conditions caused by snow and/or ice conditions, that employee shall be credited with a full working day.

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ARTICLE XXVI - MEAL ALLOWANCE

Employees in the Roads & Bridges Division, Engineering Division, and the Facilities & Services Division who work during severe weather conditions, e.g. snow, floods, hurricane, shall receive the sum of \$7.00 as a meal allowance for each six (6) hour period worked between the hours of 6:00 p.m. and 6:00 a.m. on weekdays and each six (6) hour period worked on weekends and holidays.

ARTICLE XXVII - MILEAGE

Section 1: Employees required to use personal vehicles in the pursuit of proper and necessary County business will be reimbursed at the rate of \$0.25 per mile.

Section 2: All such personal car mileage shall be submitted on the proper travel voucher forms. Beginning and ending odometer readings are required on travel vouchers. All payments will be made in accordance with the "Travel Policy". NOTE: Traffic violations (fines) are the responsibility of the employees.

ARTICLE XXVIII - TUITION REIMBURSEMENT

Section 1 : The County agrees to appropriate monies totaling \$5,000.00 annually (noncumulative under state regulations) to provide tuition reimbursement to employees of Sussex County who intend to take a course which is clearly job related.

Reimbursement shall be based on the following schedule:

| | |
|--|---------------------------|
| Grade of A or better | 75% tuition reimbursement |
| Grade of B, B+, B- or satisfactory completion: | 50% tuition reimbursement |
| Grade of C, C+, C-: | 25% tuition reimbursement |

Section 2: To be eligible for the program, said employees must be full time and permanent. The courses must be taken at an accredited institution approved by the Personnel Director.

The interested employee must submit a written request for approval and authorization prior to registration for course work on the proper form. The request must be presented to the employee's Department Administrator for initial approval and the Personnel Director for final approval and authorization. The employee will be notified as to the approval or disapproval of his/her application within two (2) weeks.

Section 3: Within four (4) weeks after completion of the course work, the employee shall submit to the Personnel Director, via his/her Department Administrator, certification for successful completion of course work on the proper form. This certification for successful completion contains a statement to be completed by the accredited institution as evidence of successful completion and expenses. Payments will be made to the employee after approval by the Personnel Director and after the employee has completed and signed the proper voucher form.

Section 4: The tuition reimbursement program will be administered by the Personnel Director and subject to any and all regulations as set by the Personnel Director.

Section 5: The County shall provide a fifty percent (50%) reduction in tuition cost for employees taking courses at the Sussex County Technical School who present a valid photo identification to the School. This 50% discount shall be applied before the tuition reimbursement described above is processed.

ARTICLE XXIX - LEAVES OF ABSENCE

Section 1: The types of Leaves of Absence are (a) those described by the State and Federal Family and Medical Leave Act in accordance with N.J.A.C. 4A:6-1.21A and N.J.A.C. 4A:6-1.21B or (b) personal leave which may include but is not limited to leaves for personal business or educational reasons. Any type of Leave of Absence may include singular days. To be eligible for a leave of absence, the employee shall be employed by the County at least twelve (12) months prior to the requested leave. The appointing authority may grant the privilege of a leave of absence, without pay, to an employee for a period not less than one working day and not to exceed one year which may be renewed for an additional period only by formal action of the appointing authority. (N.J.A.C. 4A:6-1.1)

Employees granted a medical or family leave of absence are required to provide medical evidence (See Article XXI-Sick Leave, Section 4). Employees granted a leave of absence need not use all earned benefit leave time prior to the leave of absence unless they so choose.

Section 2: Maternity Leave of Absence.

An employee shall notify the Department Administrator, appointing authority and the Personnel Director of her pregnancy as soon as it medically confirmed. Said employee may request a maternity leave of absence without pay as aforementioned in Section 1.

A maternity leave of absence shall be for a period of not more than one year. The employee may elect to return at an earlier date, provided the employee shall be deemed medically fit to resume the duties and responsibilities of her position.

Section 3: Military and all other leaves shall be granted in accordance with N.J.A.C. 4A:6-1 et seq., "Leaves of Absence".

Section 4: An employee on any type of leave of absence shall be responsible for the employee's share of pension and contributory insurance. Such premiums shall be deducted from the employee's paycheck upon certification from the Division of Pensions provided the employee has completed and filed the appropriate purchase of service credit form.

Section 5: The County shall pay the medical insurance premiums, prescription program premiums and/or dental premiums for an employee on family or medical leave of absence for a maximum of the first three (3) months provided the employee supplies the County with medical evidence justifying the leave request (See Article XXI-Sick Leave, Section 4). Thereafter, the employee shall be entitled to continue their coverage in accordance with the Federal C.O.B.R.A. laws.

An employee granted a personal leave of absence shall be entitled to continue their coverage at their expense in accordance with the Federal C.O.B.R.A. laws provided the leave of absence exceeds one (1) month. (See Article XVII on Medical Benefits).

Within five (5) days of return from leave of absence, an employee shall be responsible for completing re-enrollment forms. Eligibility for re-enrollment and the effective date of re-enrollment shall be governed by the applicable policy of insurance.

Section 6: Employees on any type of leave of absence shall not accumulate or be eligible for vacations, sick leave, personal leave or holidays.

ARTICLE XXX - WORKERS' COMPENSATION LEAVE

Section 1: Notwithstanding the nature or severity, injuries/accidents on the job shall be reported on the appropriate "Accident Report" preferably within 24 hours. The "Accident Report" acts as a workers' compensation claim for medical expenses, loss of work, and/or loss or damage to personal appliances such as eye glasses. Exposure to serious disease, for example Lyme, scabies, Hepatitis, HIV, or tuberculosis, are reportable on the same "Accident Report". If the injury or exposure requires medical attention, employees shall report to their supervisor and seek medical attention from any of the panel physicians approved by the claims administrator as posted on employee bulletin boards unless circumstances require emergency attention.

Section 2: Employees entitled to receive Workers' Compensation Insurance shall be paid their regular salary for the first five (5) days after injury on the job without charges against their sick leave, vacation time, or personal leave. The employee shall be responsible for providing the County with a medical certificate verifying that she/he is unable to return to full duty for those five (5) days.

Should the employee be unable to return to full duty after those five (5) days, she/he shall provide the County with a medical certificate. Should the Workers' Compensation Insurance carrier determine that she/he is eligible to receive Workers' Compensation Insurance payments retroactively, the employee shall reimburse the County for the five (5) days originally paid by the County.

Section 3: The time that the employee shall be paid Workers' Compensation Insurance payments shall not be charged against his/her sick leave, vacation leave, or personal leave, but said employee shall be paid for any holiday which may occur during the time that she/he is receiving Workers' Compensation.

Section 4: During the time that the employee is receiving Workers' Compensation Insurance, the County shall assume both the County's share and the employee's share of pension costs (but not contributory insurance) and the costs for all medical benefits, excepting however, if the employee fails to reimburse the County for contributory insurance.

ARTICLE XXXI - BREAKS

Section 1: Each employee shall be entitled to one fifteen (15) minute break for each half day period worked (morning and afternoon, and equivalent periods for shift work). Established time for these breaks will be set by the Department Administrator and shall be strictly observed.

Section 2: Unused break time shall not be credited or accumulated in any way by the employee. Break time will not be combined with lunch break.

ARTICLE XXXII - PART-TIME EMPLOYEES

Section 1: All part-time employees shall be paid wages based upon the rates of pay for the appropriate classification as set forth in the approved salary ranges, pro rata.

Section 2: Part-time employees hired prior to March 1, 1996 and who work a minimum of twenty (20) hours per week are eligible for medical insurance coverage. Part-time employees who currently work less than twenty (20) hours per week and part-time employees hired on or after March 1, 1996 must work a minimum of twenty-five (25) hours per week to be eligible for medical insurance coverage. Part-Time, on-call, employees shall not be eligible for medical insurance coverage.

Section 3: Part-Time employees shall be credited with pro rata sick leave, longevity, bereavement, personal leave, vacation time, holidays, and clothing allowance. Employees considered part-time, on call, shall not receive benefit leave time.

Benefits described above for part-time employees shall be computed by dividing the number of hours worked per week by the regular department hours. This fraction will then be multiplied by the benefit number concerned to obtain a total.

ARTICLE XXXIII - PROMOTIONS/OUT OF TITLE PAY

Section 1: Promotional positions shall be filled in accordance with State Department of Personnel Rules. Notice shall be posted at the earliest possible time that a promotional vacancy is to be filled.

Section 2: An employee at the maximum pay range for his/her class of employment shall be given the opportunity to advance to the next higher class, where available, provided there is a vacancy and provided the employee has the required qualifications and ability.

Section 3: The following procedure shall be used to determine the salary increase upon promotion:

- (a) 5% increase to the base salary, or
- (b) should the 5% increase be less than the minimum of the new range, the employee shall be paid the minimum of the new range, or
- (c) should the 5% increase be more than the maximum of the new range, the employee shall be paid the maximum of the new range.

No employee shall receive a pay cut on promotion.

Section 4: An employee serving provisionally under promotional procedures shall be paid for the provisional title effective the date of provisional appointment. If the employee fails the promotional exam or is not eligible for appointment, his/her title and salary shall revert to the previous permanent title and previous salary until eligible for appointment in the promotional title.

Section 5:

A. Temporary Assignments.

The purpose and intent of this section is to ensure an employee is compensated for performing duties in a higher position. It is not intended to provide additional compensation for duties, which fall adequately within an employee's current title.

An employee required to perform the duties of a position in a higher range shall be granted a salary increase as described in Section three (3) of this article after more than ten (10) consecutive work days of such performance, retroactive to the first day. An employee may request written confirmation from his/her supervisor on the appropriate form of the title and salary before she/he performs such duties or continues to perform such duties.

The County may conduct an internal audit of the duties to determine the appropriate title for the temporary assignment. The Union agrees that such temporary assignments are not considered a provisional or permanent promotion.

- B.** In addition to the provisions of "A" above, any five (5) consecutive work days worked in a higher Job Group will be accumulated and if and when the employee accumulated twenty (20) such days in a calendar year, then a salary increase shall be granted as described in Section three (3) of this Article, retroactive to the first day.

ARTICLE XXXIV - GRIEVANCES

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A. Definition.

A "grievance" shall mean a complaint by an employee, a group of employees or the Union.

- (1) that there has been a violation, misinterpretation or inequitable application of any of the provisions of this agreement, or

(2) that employee(s) has/have been treated unfairly or inequitably by reason of any act or condition which is contrary to established County policy or administrative practice governing or effecting employees. However, any matter for which:

(a) A precise method of review is prescribed by State statute or rule having the force and effect of law; or

(b) The County is without authority to act

shall not be permitted to go to arbitration.

B. Procedures.

The importance of having a grievance processed as quickly as possible suggests that the number of days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits may, however, be extended by mutual written agreement. A grievance may be filed within fifteen (15) work days of the event. The employee shall have the right to be represented by the Union Representative.

Level 1: An employee with a grievance shall reduce it to writing and may request a meeting with his/her Division Head, or Department Administrator where no Division Head exists, with the objective of resolving the matter informally. If an impasse occurs, a written grievance shall then be presented to the Personnel Director, and said employee shall be entitled to a reply, in writing, within fifteen (15) working days of said written complaint.

Level 2: If the aggrieved is not satisfied with the disposition of the grievance at Level 1, within ten (10) working days from receipt of the reply to the grievance from the Personnel Director, said person will inform the Department Administrator and County Administrator, in writing, that the grievant wishes to have a non-public meeting with the County Administrator and Department Administrator. The County Administrator shall schedule and conduct a meeting within ten (10) working days.

Level 3: If the grievance or dispute has not been satisfactorily adjusted pursuant to Levels 1 and 2, the Union shall present it to the Board of Chosen Freeholders or their designated representative which shall not be the County Administrator, within five (5) working days after receiving the response from Level 2, or within five (5) working days after the response was due. The Board shall settle the matter and respond in writing within ten (10) days.

If the Board intends to convene a hearing into the matter, the time for this step shall be extended to fifteen (15) calendar days, provided the Union has been notified, in writing, of this intent within five (5) working days after the matter has been presented to the Board. This notice shall specify the time and date of the hearing.

Level 4: If no settlement of the grievance or dispute has been reached between the parties, the Union may move the grievance or dispute to arbitration within thirty (30) calendar days of receiving the Board's response, or within thirty (30) calendar days of time the response was due.

Arbitration: If the Union wishes to move a grievance to arbitration, it shall notify the Public Employment Relations Commission and the other party that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the Union. The arbitrator shall be chosen in accordance with procedures set forth by the Public Employment Relations Commission.

The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement, and render his/her award, in writing, which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the parties.

C. Extensions and Modifications.

Time extensions may be mutually agreed to by the County and the Union, in writing.

D. Group or Policy Grievance.

A group or policy grievance or dispute shall be presented, in writing, by the Union, at the lowest step at which a settlement may be obtained.

ARTICLE XXXV – LONGEVITY

Section 1: To be eligible for longevity, an employee must be full time and permanent. Part-time, permanent employees who work at least twenty (20) hours per week or more, shall be granted longevity pro rata based on the formula listed in the Article on Part-Time.

Years of completed service shall be computed on a full calendar year from January 1st to December 31st in accordance with the following schedules (schedules based on full time employment):

Effective January 1, 1999

| | |
|---------------------|--------------|
| 5 through 9 years | = \$300.00 |
| 10 through 14 years | = \$400.00 |
| 15 through 19 years | = \$550.00 |
| 20 through 24 years | = \$900.00 |
| 25 years of more | = \$1,100.00 |

Effective January 1, 2000

| | |
|---------------------|--------------|
| 5 through 9 years | = \$450.00 |
| 10 through 14 years | = \$550.00 |
| 15 through 19 years | = \$700.00 |
| 20 through 24 years | = \$1,050.00 |
| 25 years of more | = \$1,250.00 |

Effective January 1, 2001

| | |
|---------------------|--------------|
| 5 through 9 years | = \$500.00 |
| 10 through 14 years | = \$600.00 |
| 15 through 19 years | = \$750.00 |
| 20 through 24 years | = \$1,100.00 |
| 25 years of more | = \$1,300.00 |

Section 2: Payment will be made in mid-December on a lump sum basis. The parties recognize that under pension regulations, longevity paid on a lump sum basis is not subject to pension contributions and, therefore, not creditable for pension purposes.

Section 3: Any employee granted any leave of absence without pay, shall receive pro rata longevity based upon the actual number of months worked.

An employee who retires in accordance with the New Jersey State Division of Pensions Regulations shall receive pro rata longevity based upon the actual number of months worked.

An employee who terminates for reasons other than retirement shall not be granted longevity.

ARTICLE XXXVI - SHIFT DIFFERENTIAL/SPECIAL COMPENSATION

Section 1: The evening shift shall be defined as a regularly scheduled shift in which the majority of the working hours fall between 4 p.m. and midnight.

The midnight shift shall be defined as a regularly scheduled shift in which the majority of the working hours fall between midnight and 8:00 a.m.

Section 2: Employees who work the evening or midnight shift as defined above shall receive a shift differential of 4% for the evening and 7% for the midnight shift.

Section 3: Employees who are required to be available by pager shall receive additional compensation at the per diem rate of twenty (\$20.00) dollars which compensation shall be in addition to the employee's pay for worked time. Employees who are required to be available by pager on a holiday shall receive additional compensation at the per diem rate of forty (\$40.00) dollars which compensation shall be in addition to holiday pay or pay for time worked on a holiday. An employee required to be available by pager shall receive such instruction in writing signed by his/her departmental administrator. Employees who voluntarily make themselves available by pager without written instruction shall not be eligible for additional compensation. When written instruction is not provided, wearing of a pager is not mandatory.

ARTICLE XXXVII - SALARY RANGES

Section 1: The County agrees to establish new salary ranges in accordance with the following and as per attached Schedule A.

- a) Past calculations of the minimums and maximums have provided unequal conversions from hourly, 35 hours, and 40 hours. Corrections to those calculations are incorporated on Schedule A, effective January 1, 1999.

- b) Past artificial increases in the maximums of Job Group 8, 13 and 17, distorted the relationship with contingent ranges. Corrections, decreases, to those maximums of Job Group 8, 13 and 17, are incorporated on Schedule A, effective January 1, 1999.

Section 2:

- a) Effective January 1, 1999, minimums of each corrected salary range shall be increased by 4%; Maximums of each corrected salary range shall be increased by 5%. There will be no increments.
- b) The range for position of Administrative Clerk in Public Works Administration office shall be established as \$27,888 to \$48,859, 40 hours, effective January 1, 1999. This "red circled" range shall continue until the current incumbent vacates the position or the ranges are increased in accordance with Section three (3) of this article effective January 1, 2000, whichever occurs first.
- c) The range for Principal Payroll Clerk in the Division of the Treasury shall be established as \$21,303 to \$37,984, 35 hours, effective January 1, 1999. This "red circled" range shall continue until the current incumbent vacates the position or the ranges are increased in accordance with Section three (3) of this article effective January 1, 2000, whichever occurs first.

Section 3: Effective January 1, 2000, Minimums and Maximums of each salary range shall be increased by 3.75%. An increment will be established which is equal to 2% of the minimum.

Section 4: Effective January 1, 2001, Minimums and Maximums of each salary range shall be increased by 3.5%. An increment will be established which is equal to 1.75% of the minimum.

ARTICLE XXXVIII - WAGES

Section 1: Effective January 1, 1999, individual wages shall be increased by 5%.

Section 2: Effective January 1, 1999, individuals listed in Schedule B shall have their base salary or base hourly rate increased by the amount shown therein:

This is a one-time increase and shall not apply to future employees at the Juvenile Detention Center.

Section 3: Effective January 1, 2000, individual wages shall be increased by 2% plus one increment.

Section 4: Effective January 1, 2001, individual wages shall be increased by 2% plus one increment.

Section 5: To be eligible for the 1999 wage increase an employee must be in the employ of the County on December 31, 1998 and in the employ of the County on the date of this agreement. This provision shall apply to any employee who terminated for reason other than retirement or death prior to the date of this Agreement. Any employee who retired prior to the date of this Agreement shall be granted pro rata salary increases for the time worked. The estate of a deceased employee who died prior to the date of this agreement shall receive the employee's pro rata salary increase for the time worked.

Section 6: In no instance shall any employee be paid less than the minimum nor more the maximum of the salary range for which his/her job titles is located.

ARTICLE XXXIX - PERSONNEL FILES

Section 1: Employees shall have the right, upon two (2) days advance notice, to review the contents of his/her personnel file during normal office hours, and upon request, may have a Union Representative present. An employee is entitled to a copy of any document in the file except pre-employment documents.

Section 2: No material derogatory to an employee shall be placed in his/her personnel file unless the employee has been provided with a copy. The employee shall acknowledge that she/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written response to material and his/her response shall be included in the file.

Section 3: The County's Division of Personnel is designated as the location of the "official" personnel files. Should other files be maintained, the employee shall be advised of their location and allowed an opportunity to review as outlined in Section 1 and 2.

Section 4: The County agrees to protect the confidentiality of the information contained in each personnel file. The Union agrees that certain job-related information is public knowledge and may be released to the media upon request.

ARTICLE XL - COMMITTEES

Section 1: Child Care Committee. The Union and the County agree to establish a joint labor-management study committee to investigate child care needs among County employees and possible solutions to identified problems. This shall in no way obligate the County to implement any proposed solutions.

Section 2: A labor-management committee will be established to investigate the allocation of County vehicles to determine whether it might be feasible to assign some existing County vehicles to public health nursing.

ARTICLE XLI - CLOTHING ALLOWANCE

Section 1: Employees serving in the areas listed below who are employed in a non-clerical position and who would have a tendency to get his/her clothes soiled and/or damaged in the normal course of duty or who are required to wear special clothing and/or uniform shall receive an annual clothing allowance of \$200.00 for the year 1999, \$250.00 for the year 2000 and \$300.00 for the year 2001.

All Public Works Department non-clerical titles (including those in the roads & bridges, fleet management, engineering and transit divisions);

All Facilities & Services non-clerical titles;

Health, Public Safety and Senior Services Department non-clerical titles (including those in the public health nursing, environmental and weights & measures divisions);

All Homestead Department non-clerical titles;

All food service workers titles;

All custodial, maintenance and building service titles;

All investigators in the Medical Examiner's Division;

And any other employees or group of employees which the parties hereto may mutually agree are entitled to annual clothing allowances. The parties agree to meet to draw up a specific list of job titles which shall be eligible for the clothing allowance which shall include all job titles which have in the past received the clothing allowance unless otherwise mutually agreed.

Section 2: Eligibility for the annual clothing allowance shall be contingent on the following:

- (a) Employees who worked twelve (12) months in the prior calendar year shall be paid the full allowance within forty-five (45) days after State approval of the County budget but no later than June 1st of each year,
- (b) Employees who worked less than twelve (12) months in the prior calendar year shall receive a pro rata share of the full allowance within forty-five (45) days after State approval of the County budget but no later than June 1st of each year.

ARTICLE XLII - LICENSES

The County recognizes that employees who post their individual license for operation of a low pressure boiler have duties specified in N.J.A.C. 12:90-3.10.

ARTICLE XLIII - DURATION OF THE AGREEMENT

The term of this agreement shall be in full force and effect through December 31, 2001. The benefits in this Agreement shall remain in full force and effect after termination of this Agreement and until superseded by a successor Agreement.

No additional wage and/or increment increases shall be granted in 2002 until and unless negotiated in a successor contract.

92-03-09A03:24 0145

Signed this 9th day of June, 1999 by the duly authorized representatives of the parties hereto.

FOR THE BOARD OF CHOSEN FREEHOLDERS,
COUNTY OF SUSSEX

Jeffrey A. Hays
[Signature]
[Signature]

Cesire A. Morgan
6/9/99

FOR THE COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO

[Signature]
Nancy Holleran
[Signature]
John Sack
Andy Ross
Arlene Kayne
Jeanie M. Lottgen
D. Lynn Bellman

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SCHEDULE A

Job Group 1

| | |
|-------|-------------------------------------|
| 04651 | Agency Aide |
| 00438 | Assistant Coordinator of Volunteers |
| 00993 | Chauffeur |
| 01245 | Clerk |
| 01266 | Clerk Transcriber |
| 01268 | Clerk Typist |
| 01864 | Food Service Worker |
| 02261 | Laundry Worker |
| 02289 | Library Page |
| 02684 | Planner Trainee |
| 02976 | Receptionist |
| 02931 | Receptionist, typing |
| 02983 | Recreation Aide |
| 03126 | Seamstress |
| 04237 | Vault Clerk |
| 04713 | Ward Clerk, typing |

EFFECTIVE JANUARY 1, 1999

| | | |
|---------|----------|----------|
| Minimum | Maximum | Hours |
| \$8.238 | \$15.275 | Hourly |
| 15,051 | 27,908 | 35 Hours |
| 17,201 | 31,895 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| | | | |
|-----------|---------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.171 | \$8.547 | \$15.848 | Hourly |
| 312 | 15,615 | 28,954 | 35 Hours |
| 357 | 17,846 | 33,091 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| | | | |
|-----------|---------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.155 | \$8.846 | \$16.403 | Hourly |
| 283 | 16,162 | 29,968 | 35 Hours |
| 323 | 18,471 | 34,249 | 40 Hours |

SCHEDULE A

Job-Group 2

| | |
|-------|---------------------------------|
| 00001 | Account Clerk |
| 00003 | Account Clerk, typing |
| 01260 | Clerk Stenographer |
| 01273 | Clinic Attendant |
| 07468 | Library Assistant, typing |
| 02499 | Messenger |
| 02640 | Permit Clerk |
| 06281 | Radio Dispatcher/Security Guard |
| 03338 | Senior Food Service Worker |
| 06124 | Security Guard |

EFFECTIVE JANUARY 1, 1999

| | | |
|---------|----------|----------|
| Minimum | Maximum | Hours |
| \$8,699 | \$15,968 | Hourly |
| 15,892 | 29,173 | 35 Hours |
| 18,163 | 33,341 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| | | | |
|-----------|---------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.180 | \$9,025 | \$16,567 | Hourly |
| 330 | 16,488 | 30,267 | 35 Hours |
| 377 | 18,844 | 34,591 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| | | | |
|-----------|---------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.163 | \$9,341 | \$17,146 | Hourly |
| 299 | 17,065 | 31,327 | 35 Hours |
| 341 | 19,503 | 35,802 | 40 Hours |

SCHEDULE A

Job Group 3

| | |
|-------|---|
| 00929 | Building Maintenance Worker |
| 00939 | Building Service Worker |
| 01347 | Chauffeur |
| 01245 | Cook |
| 01675 | Docket Clerk, typing |
| 02092 | Index Clerk, typing |
| 02111 | Institutional Attendant |
| 02219 | Laboratory Aide |
| 02320 | Mail Clerk |
| 02504 | Microfilm Operator |
| 02649 | Personnel Clerk |
| 02571 | Printing Machine Operator I |
| | Radio Dispatcher/Senior Clerk Typist |
| 05674 | Receptionist/Telephone Operator, typing |
| 03247 | Senior Clerk |
| 03255 | Senior Clerk Transcriber |
| 03256 | Senior Clerk Typist |
| 04150 | Telephone Operator, typing |

EFFECTIVE JANUARY 1, 1999

| | | |
|---------|----------|----------|
| Minimum | Maximum | Hours |
| \$9.185 | \$16.705 | Hourly |
| 16,780 | 30,519 | 35 Hours |
| 19,178 | 34,879 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| | | | |
|-----------|---------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.191 | \$9.529 | \$17.331 | Hourly |
| 348 | 17,410 | 31,664 | 35 Hours |
| 398 | 19,897 | 36,187 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| | | | |
|-----------|---------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.173 | \$9.863 | \$17.938 | Hourly |
| 315 | 18,019 | 32,772 | 35 Hours |
| 360 | 20,593 | 37,454 | 40 Hours |

SCHEDULE A

Job Group 4

| | |
|-------|---|
| 00844 | Audio Visual Aids Clerk |
| 00913 | Bridge Repairer |
| 07462 | Bridge Repairer/Road Repairer |
| 00976 | Cashier |
| 00981 | Cashier, typing |
| 03171 | Coordinator of Volunteers |
| 04649 | Data Entry Machine Operator |
| 01733 | Engineering Aide |
| 01877 | Garage Attendant |
| 02248 | Laborer |
| 02279 | Legal Stenographer |
| 02281 | Library Clerk Driver |
| 05472 | Library Clerk Driver, typing |
| 02328 | Maintenance Repairer - |
| 02338 | Maintenance Repairer - Equipment Operator |
| 02365 | Maintenance Repairer - Low Pressure License |
| 02369 | Maintenance Repairer - Painter |
| 02469 | Medical Records Clerk |
| 02480 | Medical Transcriber |
| 05594 | Omnibus Operator |
| 02953 | Purchasing Assistant, typing |
| 06136 | Receptionist/Senior Telephone Operator |
| 03090 | Road Repairer |
| 03165 | Senior Account Clerk |
| 03168 | Senior Account Clerk, typing |
| 03227 | Senior Building Maintenance Worker |
| 03229 | Senior Building Service Worker |
| 03253 | Senior Clerk Stenographer |
| 03274 | Senior Cook |
| 04730 | Senior Employee Benefits Clerk |
| 03383 | Senior Institutional Attendant |
| 03424 | Senior Mail Clerk |
| 03477 | Senior Microfilm Operator |
| 03496 | Senior Payroll Clerk |
| 04189 | Traffic Maintenance Worker |
| 04222 | Truck Driver |
| 05487 | Word Processing Operator |

Job Group 4, continued

EFFECTIVE JANUARY 1, 1999

| Minimum | Maximum | Hours |
|---------|----------|----------|
| \$9,674 | \$17,447 | Hourly |
| 17,674 | 31,876 | 35 Hours |
| 20,199 | 36,430 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.201 | \$10,036 | \$18,101 | Hourly |
| 367 | 18,337 | 33,071 | 35 Hours |
| 419 | 20,956 | 37,796 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.182 | \$10,388 | \$18,735 | Hourly |
| 332 | 18,978 | 34,229 | 35 Hours |
| 380 | 21,689 | 39,119 | 40 Hours |

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SCHEDULE A

Job Group 5

| | |
|-------|--|
| 02701 | Plumbers Helper |
| 03195 | Senior Audio Visual Aids Clerk |
| 03222 | Senior Bridge Repairer |
| 05180 | Senior Data Entry Machine Operator |
| 03298 | Senior Docket Clerk |
| 00330 | Senior Docket Clerk, typing |
| 03376 | Senior Index Clerk, typing |
| 03405 | Senior Legal Stenographer |
| 03416 | Senior Library Assistant |
| 03417 | Senior Library Assistant, typing |
| 03418 | Senior Library Clerk Driver |
| 03425 | Senior Maintenance Repairer |
| 03430 | Senior Maintenance Repairer Electrician |
| 03439 | Senior Maintenance Repairer – Low Pressure License |
| 03548 | Senior Purchasing Assisting, typing |
| 03567 | Senior Road Repairer |
| | Senior Traffic Maintenance Worker/Sign Maker 2 |
| 05713 | Senior Word Processing Operator |
| 03705 | Sign Marker 2 |
| 03777 | Stock Clerk |
| 04226 | Truck Driver, Heavy |
| 04305 | Welder |

EFFECTIVE JANUARY 1, 1999

| | | |
|----------|----------|----------|
| Minimum | Maximum | Hours |
| \$10.201 | \$18.234 | Hourly |
| 18,638 | 33,314 | 35 Hours |
| 21,300 | 38,074 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.212 | \$10.584 | \$18.918 | Hourly |
| 387 | 19,337 | 34,564 | 35 Hours |
| 442 | 22,099 | 39,501 | 40 Hours |

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Job Group 5, continued

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.192 | \$10.954 | \$19.580 | Hourly |
| 350 | 20,014 | 35,773 | 35 Hours |
| 400 | 22,873 | 40,884 | 40 Hours |

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SCHEDULE A

Job Group 6

| | |
|-------|--|
| 00970 | Carpenter |
| 01313 | Community Service Aide |
| 04866 | Data Processing Technician |
| 06559 | Drafting Technician |
| 01706 | Electrician |
| 01746 | Equipment Operator |
| 05008 | Juvenile Detention Officer |
| 02285 | Library Exhibit Artist |
| 02288 | Library Intern |
| 02693 | Plumber |
| 02781 | Principal Clerk |
| 02780 | Principal Clerk Transcriber |
| 02781 | Principal Clerk Typist |
| 02823 | Principal Library Assistant, typing |
| 03322 | Senior Engineering Aide |
| | Senior Engineering Aide/Traffic Enumerator |
| 04220 | Tree Trimmer |

EFFECTIVE JANUARY 1, 1999

| | | |
|----------|----------|----------|
| Minimum | Maximum | Hours |
| \$10.837 | \$19.220 | Hourly |
| 19,800 | 35,114 | 35 Hours |
| 22,628 | 40,130 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.225 | \$11.244 | \$19.940 | Hourly |
| 411 | 20,542 | 36,431 | 35 Hours |
| 470 | 23,477 | 41,635 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.204 | \$11.637 | \$20.638 | Hourly |
| 372 | 21,261 | 37,706 | 35 Hours |
| 425 | 24,298 | 43,093 | 40 Hours |

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SCHEDULE A

Job Group 7

| | |
|-------|---|
| 06458 | Assistant Food Service Manager |
| 01297 | Communications Operator |
| 06990 | Communications Operator/Timekeeper |
| 02182 | Investigator – County Adjuster's office |
| 02242 | Laboratory Technician |
| 07675 | Legal Secretary |
| 02455 | Mechanical Store Clerk |
| 02494 | Mental Health Aide |
| 02593 | Paralegal Specialist |
| 06197 | Patient Activity Coordinator |
| 02750 | Practical Nurse |
| 02755 | Principal Account Clerk |
| 02757 | Principal Account Clerk, typing |
| 02777 | Principal Clerk Stenographer |
| 05178 | Principal Data Entry Machine Operator |
| 02791 | Principal Docket Clerk |
| 02818 | Principal Index Clerk, typing |
| 02831 | Principal Payroll Clerk |
| 04737 | Principal Payroll Clerk, typing |
| 02910 | Public Health Investigator |
| 01296 | Public Safety Telecommunicator Radio Dispatcher/Timekeeper |
| 03040 | Recreation Therapist |
| 06560 | Senior Drafting Technician |
| 03588 | Senior Sign Designer, Letterer & Processor |
| 03631 | Senior Tree Trimmer |
| 03779 | Storekeeper |
| 03904 | Supervising Library Assistant |
| 03906 | Supervising Library Assistant, typing |
| 04167 | Timekeeper |
| 04322 | Youth Aide |

EFFECTIVE JANUARY 1, 1999

| Minimum | Maximum | Hours |
|----------|----------|----------|
| \$11,660 | \$20,453 | Hourly |
| 21,303 | 37,367 | 35 Hours |
| 24,347 | 42,706 | 40 Hours |

Job Group 7, Continued

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EFFECTIVE JANUARY 1, 2000

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.242 | \$12.098 | \$21.220 | Hourly |
| 442 | 22,102 | 38,769 | 35 Hours |
| 505 | 25,260 | 44,307 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.219 | \$12.521 | \$21.963 | Hourly |
| 400 | 22,876 | 40,126 | 35 Hours |
| 458 | 26,144 | 45,858 | 40 Hours |

SCHEDULE A

Job Group 8

| | |
|-------|--|
| 07337 | Assistant Supervising Maintenance Repairer |
| 06593 | Assistant Supervising Bridge Repairer |
| 03094 | Coordinator of Safety Programs |
| 01387 | Counselor (Penal Institution) |
| 01842 | Fire Instructor |
| 02001 | Heavy Equipment Operator |
| 02106 | Inspector, Road Openings |
| 02434 | Mechanic |
| 02685 | Planning Aide |
| 06561 | Principal Drafting Technician |
| 06950 | Program Development Aide (Community Service) |
| 03101 | Sanitary Inspector Trainee |
| 04364 | Secretarial Assistant, typing |
| 03128 | Secretarial Assistant, Stenography |
| 03340 | Senior Garage Attendant |
| 05109 | Senior Juvenile Detention Officer |
| 03401 | Senior Laboratory Technician |
| 03524 | Senior Practical Nurse |
| 03622 | Senior Traffic Analyst |
| 03734 | Social Worker |
| 07913 | Social Worker Nursing Home |
| 04201 | Trainee, Weights & Measurers |

EFFECTIVE JANUARY 1, 1999

| Minimum | Maximum | Hours |
|----------|----------|----------|
| \$12,544 | \$21,713 | Hourly |
| 22,918 | 39,669 | 35 Hours |
| 26,193 | 45,336 | 40 Hours |

Job Group 8, continued

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EFFECTIVE JANUARY 1, 2000

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.260 | \$13.015 | \$22.527 | Hourly |
| 476 | 23,778 | 41,157 | 35 Hours |
| 543 | 27,175 | 47,036 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.236 | \$13.470 | \$23.315 | Hourly |
| 431 | 24,610 | 42,597 | 35 Hours |
| 492 | 28,126 | 48,682 | 40 Hours |

SCHEDULE A

Job Group 9

| | |
|-------|--|
| 00020 | Administrative Clerk |
| 00112 | Administrative Secretary |
| 00354 | Assistant Chief Clerk |
| 00445 | Assistant Co. Supt. Of Weights & Measures |
| 00940 | Building Superintendent |
| 01177 | Chief of Survey Party |
| 07528 | Environmental Health Specialist |
| 01952 | Head Cook |
| 02183 | Investigator, County Medical Examiner's Office |
| 02105 | Inspector, Mosquito Extermination |
| 07569 | Librarian |
| 07571 | Librarian, Reference |
| 02440 | Mechanic (Diesel) |
| 02704 | Plumbing Inspector |
| 02804 | Principal Engineering Aide |
| | Principal Engineering Aide/ Traffic Enumerator |
| | Public Works Inspector |
| 03097 | Sanitary Inspector |
| 03336 | Senior Fire Instructor |
| 03512 | Senior Planning Aide |
| 03459 | Senior Mechanic |
| 03737 | Social Worker – Drug Abuse |
| 03741 | Social Worker – Juvenile Rehabilitation |
| 04201 | Trainee, Weights & Measurers |
| 06592 | Supervising Bridge Repairer |
| 03859 | Supervisor Clerk |
| 06466 | Supervisor, Building Service |
| 05110 | Supervising Juvenile Detention Officer |
| 07338 | Supervising Maintenance Repairer |
| 05600 | Supervising Omnibus Operator |
| 06816 | Supervisor, Traffic Maintenance |
| 06482 | Supervisor, Trees |
| 04203 | Training Officer |

EFFECTIVE JANUARY 1, 1999

| Minimum | Maximum | Hours |
|----------|----------|----------|
| \$13.428 | \$23.114 | Hourly |
| 24,533 | 42,229 | 35 Hours |
| 28,037 | 48,262 | 40 Hours |

Job Group 9, continued

29-05-25A10:31 0145

EFFECTIVE JANUARY 1, 2000

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.279 | \$13,931 | \$23,981 | Hourly |
| 509 | 25,453 | 43,812 | 35 Hours |
| 582 | 29,089 | 50,071 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.252 | \$14,419 | \$24,820 | Hourly |
| 461 | 26,343 | 45,346 | 35 Hours |
| 527 | 30,107 | 51,824 | 40 Hours |

SCHEDULE A

Job Group 10

| | |
|-------|--|
| 00004 | Accountant |
| 00010 | Administrative Analyst |
| 00519 | Assistant Engineer - Civil |
| 00654 | Assistant Planner |
| 00960 | Buyer |
| 01129 | Chief Fire Instructor |
| 01338 | Construction Inspector |
| 07003 | Counselor, Victim Witness Program |
| 01474 | Data Processing Programmer |
| 04586 | Executive Assistant |
| 06556 | Food Service Manager |
| 01926 | Graduate Nurse |
| 01930 | Graduate Nurse – Public Health |
| 01970 | Head Teacher |
| 08407 | Program Development Specialist (Aging) |
| 06930 | Program Development Specialist (Community Service) |
| 03848 | Supervising Account Clerk |
| 06575 | Supervisor, Asphalt |
| 04019 | Supervisor of Garage Services |
| 06654 | Supervisor, Roads |
| 03969 | Supervisor of Accounts |

EFFECTIVE JANUARY 1, 1999

| | | |
|----------|----------|----------|
| Minimum | Maximum | Hours |
| \$14,378 | \$24,482 | Hourly |
| 26,268 | 44,729 | 35 Hours |
| 30,021 | 51,119 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.298 | \$14,917 | \$25,400 | Hourly |
| 545 | 27,253 | 46,406 | 35 Hours |
| 623 | 31,147 | 53,036 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.270 | \$15,439 | \$26,289 | Hourly |
| 494 | 28,207 | 48,031 | 35 Hours |
| 564 | 32,237 | 54,892 | 40 Hours |

SCHEDULE A

Job Group 11

| | |
|-------|---|
| 00562 | Assistant Head Nurse |
| 01037 | Chief Clerk |
| 53246 | Data Processing Analyst I |
| 02387 | Maintenance Supervisor |
| 02390 | Management Specialist |
| 05406 | Program Coordinator, Drug & Alcohol Abuse |
| 02192 | Public Health Nurse |
| 02927 | Public Information Officer |
| 06382 | Records Manager |
| 03315 | Senior Engineer - Civil |
| 06931 | Senior Program Development Specialist (Community Service) |

EFFECTIVE JANUARY 1, 1999

| | | |
|----------|----------|----------|
| Minimum | Maximum | Hours |
| \$15,349 | \$25,974 | Hourly |
| 28,043 | 47,455 | 35 Hours |
| 32,049 | 54,234 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.318 | \$15,925 | \$26,948 | Hourly |
| 582 | 29,094 | 49,234 | 35 Hours |
| 665 | 33,250 | 56,268 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.288 | \$16,482 | \$27,891 | Hourly |
| 527 | 30,112 | 50,958 | 35 Hours |
| 602 | 34,414 | 58,237 | 40 Hours |

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SCHEDULE A

Job Group 12

| | |
|-------|---|
| 01534 | Dietician |
| 06610 | General Supervisor of Garage Services |
| 01960 | Head Nurse |
| 07917 | Head Nurse/Instructor of In-Service Nursing |
| 02753 | Instructor of In-Service Nursing |
| 02255 | Land Surveyor |
| 03406 | Senior Librarian |
| 03410 | Senior Librarian – Children's |
| 03413 | Senior Librarian - Reference |
| 03536 | Senior Public Health Nurse |
| 03569 | Senior Sanitary Inspector |

EFFECTIVE JANUARY 1, 1999

| Minimum | Maximum | Hours |
|----------|----------|----------|
| \$16,277 | \$27,407 | Hourly |
| 29,738 | 50,073 | 35 Hours |
| 33,986 | 57,227 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.338 | \$16,887 | \$28,435 | Hourly |
| 617 | 30,853 | 51,951 | 35 Hours |
| 705 | 35,260 | 59,373 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.306 | \$17,478 | \$29,430 | Hourly |
| 559 | 31,933 | 53,769 | 35 Hours |
| 639 | 36,495 | 61,451 | 40 Hours |

SCHEDULE A

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Job Group 13

| | |
|-------|---|
| 00667 | Assistant Public Health Nurse Supervisor |
| 00769 | Assistant Supervisor of Nurses |
| 00918 | Budget Examiner |
| 02796 | Network Administrator I |
| 02820 | Principal Engineer - Civil |
| 02821 | Principal Librarian |
| 02848 | Principal Librarian, Reference |
| 05711 | Principal Sanitary Inspector |
| 03510 | Program Specialist, Special Child Health Services |
| 03819 | Senior Planner |
| | Superintendent of Bridges & Structures |

EFFECTIVE JANUARY 1, 1999

| | | |
|----------|----------|----------|
| Minimum | Maximum | Hours |
| \$17,229 | \$28,822 | Hourly |
| 31,477 | 52,658 | 35 Hours |
| 35,973 | 60,180 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.357 | \$17,875 | \$29,903 | Hourly |
| 653 | 32,657 | 54,632 | 35 Hours |
| 746 | 37,322 | 62,437 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.324 | \$18,500 | \$30,949 | Hourly |
| 592 | 33,800 | 56,544 | 35 Hours |
| 676 | 38,629 | 64,622 | 40 Hours |

SCHEDULE A

Job Group 14

| | |
|-------|--|
| 06241 | Nurse Practitioner - Pediatric |
| 02837 | Principal Planner |
| 02916 | Public Health Nutritionist |
| 07493 | Senior Program Specialist Special Child Health |
| 04671 | Supervising Engineer – Highway & Bridges |
| 03902 | Supervising Librarian |
| 04595 | Supervising Librarian, Reference |
| 04184 | Traffic Engineer |

EFFECTIVE JANUARY 1, 1999

| Minimum | Maximum | Hours |
|----------|----------|----------|
| \$18,174 | \$30,268 | Hourly |
| 33,204 | 55,299 | 35 Hours |
| 37,948 | 63,199 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.377 | \$18,856 | \$31,403 | Hourly |
| 689 | 34,449 | 57,373 | 35 Hours |
| 787 | 39,371 | 65,569 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.342 | \$19,516 | \$32,502 | Hourly |
| 624 | 35,655 | 59,381 | 35 Hours |
| 713 | 40,749 | 67,864 | 40 Hours |

SCHEDULE A

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Job Group 15

| | |
|-------|--|
| 01205 | Chief Sanitary Inspector |
| 07494 | Coordinator, Special Child Health Services Program |
| 02915 | Public Health Nurse Supervisor |
| 04041 | Supervisor of Nurses |

EFFECTIVE JANUARY 1, 1999

| | | |
|----------|----------|----------|
| Minimum | Maximum | Hours |
| \$19,129 | \$31,694 | Hourly |
| 34,949 | 57,904 | 35 Hours |
| 39,942 | 66,176 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.397 | \$19,847 | \$32,882 | Hourly |
| 725 | 36,260 | 60,076 | 35 Hours |
| 829 | 41,440 | 68,658 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| | | | |
|-----------|----------|----------|----------|
| Increment | Minimum | Maximum | Hours |
| \$0.359 | \$20,541 | \$34,033 | Hourly |
| 657 | 37,529 | 62,178 | 35 Hours |
| 751 | 42,890 | 71,061 | 40 Hours |

SCHEDULE A

Job Group 16

00212 Administrative Supervisor Nurses

EFFECTIVE JANUARY 1, 1999

| Minimum | Maximum | Hours |
|----------|----------|----------|
| \$20.074 | \$33.124 | Hourly |
| 36,676 | 60,517 | 35 Hours |
| 41,915 | 69,162 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.457 | \$20.827 | \$34.366 | Hourly |
| 836 | 38,051 | 62,786 | 35 Hours |
| 870 | 43,487 | 71,756 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.377 | \$21.556 | \$35.568 | Hourly |
| 689 | 39,383 | 64,984 | 35 Hours |
| 788 | 45,009 | 74,267 | 40 Hours |

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SCHEDULE A

Job Group 17

05137 Supervising Planner

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EFFECTIVE JANUARY 1, 1999

| Minimum | Maximum | Hours |
|----------|----------|----------|
| \$21,024 | \$34,468 | Hourly |
| 38,410 | 62,973 | 35 Hours |
| 43,898 | 71,969 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.436 | \$21,812 | \$35,760 | Hourly |
| 797 | 39,851 | 65,334 | 35 Hours |
| 911 | 45,544 | 74,668 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.395 | \$22,576 | \$37,012 | Hourly |
| 722 | 41,245 | 67,621 | 35 Hours |
| 825 | 47,138 | 77,281 | 40 Hours |

SCHEDULE A

Job Group 18

07378 Chief Librarian

EFFECTIVE JANUARY 1, 1999

| Minimum | Maximum | Hours |
|----------|----------|----------|
| \$22,048 | \$36,138 | Hourly |
| 40,281 | 66,024 | 35 Hours |
| 46,036 | 75,456 | 40 Hours |

EFFECTIVE JANUARY 1, 2000

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.457 | \$22,875 | \$37,493 | Hourly |
| 836 | 41,792 | 68,500 | 35 Hours |
| 955 | 47,762 | 78,286 | 40 Hours |

EFFECTIVE JANUARY 1, 2001

| Increment | Minimum | Maximum | Hours |
|-----------|----------|----------|----------|
| \$0.757 | \$23,675 | \$38,805 | Hourly |
| 757 | 43,255 | 70,897 | 35 Hours |
| 865 | 49,434 | 81,026 | 40 Hours |

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SCHEDULE B

| | | |
|---------------------|--------------------------------|--------------------|
| Robert Acker | Juvenile Detention Officer | \$0.009 per hour |
| Donna Braun | Graduate Nurse | \$0.010 per hour |
| Judith Clark | Juvenile Detention Officer | \$180.00 per annul |
| Elizabeth Conway | Juvenile Detention Officer | \$180.00 per annul |
| Kathleen Dickson | Juvenile Detention Officer | \$0.018 per hour |
| Karen Dodsworth | Juvenile Detention Officer | \$0.019 per hour |
| Kurt Eller | Sr. Juvenile Detention Officer | \$180.00 per annul |
| Shaun Fitzgerald | Juvenile Detention Officer | \$180.00 per annul |
| James Gleason | Juvenile Detention Officer | \$180.00 per annul |
| Angelo Grieco | Juvenile Detention Officer | \$0.002 per hour |
| Dan Haber | Sr. Juvenile Detention Officer | \$180.00 per annul |
| Howard Johnson | Juvenile Detention Officer | \$180.00 per annul |
| Gregory Kapetanakis | Juvenile Detention Officer | \$180.00 per annul |
| Brian Killooy | Juvenile Detention Officer | \$0.046 per hour |
| Judith Leonard | Head Nurse | \$180.00 per annul |
| Joseph Limon | Sr. Juvenile Detention Officer | \$180.00 per annul |
| Barbara Masters | Graduate Nurse | \$0.033 per hour |
| Jennifer McPhail | Juvenile Detention Officer | \$180.00 per annul |
| Elizabeth Muth | Juvenile Detention Officer | \$0.028 per hour |
| Sean Owen | Juvenile Detention Officer | \$180.00 per annul |
| John Pierce | Juvenile Detention Officer | \$180.00 per annul |
| Alex Powers | Juvenile Detention Officer | \$0.018 per hour |
| Gregory Schaffer | Juvenile Detention Officer | \$180.00 per annul |
| Arline Siverson | Juvenile Detention Officer | \$180.00 per annul |
| Bruce Territo | Juvenile Detention Officer | \$180.00 per annul |
| Carmine Volpone | Juvenile Detention Officer | \$180.00 per annul |



