

# TABLE OF CONTENTS

<i>Article</i>	<i>Page</i>
PREAMBLE.....	1
ARTICLE 1 - RECOGNITION AND SCOPE.....	1
ARTICLE 2 - MANAGEMENT .....	1
ARTICLE 3 - DEFINITIONS .....	2
ARTICLE 4 - NON-DISCRIMINATION.....	3
ARTICLE 5 - UNION STEWARDS.....	3
ARTICLE 6 - VISITATION OF PREMISES .....	3
ARTICLE 7 - LABOR-MANAGEMENT MEETINGS .....	3
ARTICLE 8 - HOURS OF WORK.....	4
ARTICLE 9 - OVERTIME .....	4
ARTICLE 10 - COURT APPEARANCES.....	5
ARTICLE 11 - WAGES AND COMPENSATION.....	6
ARTICLE 12 - MEDICAL BENEFITS .....	8
ARTICLE 13 - PROMOTION .....	11
ARTICLE 14 - JOB POSTING.....	12
ARTICLE 15 - SHIFT REASSIGNMENT.....	12
ARTICLE 16 - HOLIDAYS.....	12
ARTICLE 17 - SPECIAL TIME OFF.....	13
ARTICLE 18 - VACATIONS.....	14
ARTICLE 19 - LEAVES OF ABSENCE .....	16
ARTICLE 20 - BREAKS .....	21
ARTICLE 21 - STORM DAYS AND EMERGENCIES.....	21
ARTICLE 22 - GRIEVANCE PROCEDURE .....	21
ARTICLE 23 - STRIKES.....	25
ARTICLE 24 - SENIORITY.....	25
ARTICLE 25 - PART-TIME EMPLOYEES .....	25
ARTICLE 26 - LIABILITY CLAIMS AND INDEMNIFICATION.....	26
ARTICLE 27 - TRANSPORTATION ALLOWANCE.....	27
ARTICLE 28 - EMPLOYEE EXPENSES.....	27

ARTICLE 29 - EMPLOYEE AUTOMOBILE INSURANCE.....	27
ARTICLE 30 - SEVERANCE PAY .....	27
ARTICLE 31 - AGENCY SHOP .....	28
ARTICLE 32 - SAFETY.....	28
ARTICLE 33 - LONGEVITY .....	29
ARTICLE 34 - PAYROLL DEDUCTION OF UNION DUES .....	29
ARTICLE 35 - RULES OF THE EMPLOYER .....	30
ARTICLE 36 - UNIFORM AND MAINTENANCE ALLOWANCE.....	31
ARTICLE 37 - UNION PRIVILEGES.....	32
ARTICLE 38 - ACCESS TO PERSONNEL FOLDERS AND EVALUATION .....	33
ARTICLE 39 - DISCIPLINE.....	33
ARTICLE 40 - SUBCONTRACTING OF WORK .....	35
ARTICLE 41 - APPLICATION OF SALARY AND BENEFITS.....	35
ARTICLE 42 - EDUCATION BENEFIT .....	36
ARTICLE 43 - RANGE COMMITTEE.....	37
ARTICLE 44 - PRIOR BENEFITS AND PRACTICES.....	38
ARTICLE 45 - SEPARABILITY AND SAVINGS .....	38
ARTICLE 46 - FULLY BARGAINED PROVISIONS .....	38
ARTICLE 47 - TERM OF AGREEMENT .....	38
Schedule A - Non-Supervisory Employees - Titles.....	41
ADDENDUM SECTION .....	46
Addendum I: Article 25; Part-Time Employees.....	46
Schedule B – January 1, 2004 Salary Ranges, 35 hrs., 37.5 hrs., 40 hrs. and Hourly Rate	
Schedule C – June 30, 2005 Salary Ranges, 35 hrs., 37.5 hrs., 40 hrs. and Hourly Rate	
Schedule D – June 29, 2006 Salary Ranges, 35 hrs., 37.5 hrs., 40 hrs. and Hourly Rate	
Schedule E – June 28, 2007 Salary Ranges, 35 hrs., 37.5 hrs., 40 hrs. and Hourly Rate	
Schedule F – June 26, 2008 Salary Ranges, 35 hrs., 37.5 hrs., 40 hrs. and Hourly	

**PREAMBLE**

This Agreement made this 28th day of April, 2005, by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF WARREN, (hereinafter referred to as the Employer), and LOCAL 3287 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, affiliated with AFSCME COUNCIL 73 (hereinafter referred to as the Union), on behalf of all County Employees whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968 and Amendments thereto.

**ARTICLE 1 - RECOGNITION AND SCOPE**

A. The Employer hereby recognizes the Union as the sole and exclusive representative of all full-time and part-time, permanent and provisional employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (NJSA 34:13A-1 et seq.) concerning salary, hours of work, and other terms and conditions of employment in the negotiating unit described below:

1. All blue and white collar Non-supervisory employees employed by the County of Warren in the classified service in any permanent position, including provisional employees, as set forth in Schedule A.

2. Excluded from this Agreement are all managerial executives, supervisors, confidential, and police employees within the meaning of the Act, employees included in any other collective negotiations unit, and all other employees of the county.

B. Unless otherwise indicated, the terms “employee” and “employees” when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating unit.

C. New titles may be established by the Employer and added to the bargaining unit. The Union will be notified of the initial salary at the time the new titles are established. The job descriptions of such titles shall not be negotiable and shall be the exclusive prerogative of the Employer to determine, as well as the unit placement and initial salary. The Union may negotiate (but not grieve) the unit placement and initial salary. However, failure of the Employer and the Union to agree on such placement and salary shall not delay the filling of the position and the payment of the employee(s) serving therein.

**ARTICLE 2 - MANAGEMENT**

A. It is mutually understood and agreed that the Employer retains the prerogative of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause, promoting, transferring and scheduling employees; to determining the standards of service

to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection for employment; to maintain the efficiency of its operations and the technology of performing its works; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; to contract or subcontract for work for services; and to determine the content of job classifications, subject however, in the entirety to civil service regulations and rules promulgated there under, and any other applicable law or provisions of this Agreement. Fines may only be used in accordance with decisions of the Department of Personnel of the State of New Jersey.

B. The prerogative of management concerning hiring, mentioned in Paragraph A set forth above, includes the right to hire at above Step 1 in cases where the Employer has difficulty recruiting for the position or where the employer wishes to recognize prior experience in the same position before employment by the Employer. The maximum hiring salary shall not exceed the first quartile of the salary range. In no case shall a new employee be hired at a salary above an existing employee in the same title and in the same department, regardless of experience. As an exception to the above provisions, with regard to Institutional Attendants at Warren Haven:

1. The salaries of all current non-certified Institutional Attendants shall be increased to Range 2, step 3. The salaries of all current certified Institutional Attendants shall be increased to Range 2, Step 5. No changes shall be made to the salaries of current Institutional Attendants who are currently being compensated at or above the foregoing Steps.

2. As to future hires, the Employer shall have the right to hire non-certified Institutional Attendants up to Range 2, Step 3 and to increase them to up to Range 2, Step 5 upon receipt of certification and criminal background investigation clearance, and to hire certified and criminal background cleared Institutional Attendants up to Range 2, Step 5.

C. It is agreed and understood that the Employer's exercise of its management rights and responsibilities shall not be grievable, except to the extent that the Employer may have yielded its exclusive authority over same by an express provision of this Agreement, and then only to the extent such specific and express provisions are in conformance with the Constitution and the laws of New Jersey and of the United States.

### **ARTICLE 3 - DEFINITIONS**

A. All references to employees in the Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

B. The term "holiday" means any day so designated under the Article concerning holidays herein or a day especially designated by the Employer herein.

C. In instances where this agreement refers to limits in days, the number of days shall be

business days, Monday through Friday, 8:30 a.m. to 5:00 p.m., excluding Holidays.

#### ***ARTICLE 4 - NON-DISCRIMINATION***

The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, statutorily recognized disability, or union membership (or non-membership).

#### ***ARTICLE 5 - UNION STEWARDS***

A. The Union has the sole right and discretion to designate stewards and chief shop stewards and specify their respective responsibilities and authority to act for the Union.

B. The Union shall furnish to the Employer, within fifteen (15) days of the signing of this Agreement, a complete list of Union representatives, including shop stewards, chief shop stewards and their respective grievance districts.

C. The Union shall provide to the Employer in writing any changes in the aforementioned lists within fifteen (15) days of such change so that such lists are current and correct at all times.

#### ***ARTICLE 6 - VISITATION OF PREMISES***

Authorized representatives of the Union may enter the premises of the Employer during working hours provided a request has been made to the appropriate Employer representative and approval has been received from such representative. The purpose of such visitation by a Union representative shall be limited to the conduct of normal duties relating to the administration of this Agreement. However, such visits shall not interfere with the work being performed or the proper service to the public.

#### ***ARTICLE 7 - LABOR-MANAGEMENT MEETINGS***

A. A Committee consisting of the Employer and Union representatives may meet for the purposes of reviewing the administration of the Agreement and to discuss problems which may arise there from. For the purpose of this Agreement, these meetings, which shall not exceed four (4) per year except upon mutual consent, are not intended to bypass the grievance procedure nor to be considered collective negotiation meetings, but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

B. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

C. A maximum of five (5) representatives of the Union may attend such meeting and if held during regular work hours, they shall be granted time to attend without loss of pay.

## **ARTICLE 8 - HOURS OF WORK**

A. The normal hours of work in existence at the time of this Agreement for all departments shall remain in effect for the duration of this Agreement unless changed by mutual consent except the Employer may change the starting and/or concluding work time by up to one (1) hour (earlier or later) for non twenty-four hour operations with one (1) week's notice. In cases of emergency, no notice is required. The foregoing provisions do not apply to those circumstances where the change of hours have been held to be management prerogatives.

B. The Employer will continue to make its best efforts to construct the regular scheduling of Warren Haven employees so as to give every other weekend off.

C. Upon the written recommendation of the employee's department head and written concurrence by the Union, the Administrator or his designee may schedule a flexible time arrangement for an employee to work outside of regular working hours and provide such employee with time off on an hour for hour basis within the same work week. Flextime must be scheduled so that the regular work hours for the week are not exceeded.

## **ARTICLE 9 - OVERTIME**

A. All employees in full-time positions and classified service shall be paid at time and one-half (1 1/2) prorated on their current salary for such time as they are requested to work in excess of their normal work week except as stated otherwise regarding flexible time in Article 8, paragraph C. It shall be the policy of the Employer that no overtime shall be allowed for work which could be accomplished during the normal work hours; therefore, accompanying the vouchers submitted for overtime pay must be a statement submitted by the employee's department head certifying to the necessity and reason for overtime. All overtime must be approved by the employee's department head or designee prior to the working of such overtime. Upon the written recommendation of the employee's department head and written concurrence by the Union, the Administrator or his designee may approve compensatory time at time and one-half (1 ½) in lieu of cash for overtime.

B. The following provisions apply solely to Road Department, Bridge Department and Building and Grounds Department employees:

1. Such employees shall be paid time and one-half (1 ½) prorated on their current salary for such time as they are requested to work in excess of their normal work day, subject to the same policy considerations as are set forth in Paragraph A above.

2. When such employees are called back to work for emergency duty, they shall be paid time and one-half (1 ½) for the hours worked, as well as for the time spent traveling to work. There shall be no compensation after they are released at the work site, including time spent returning to

the employee's home.

3. For paid holidays such employees shall be paid time and one-half (1 ½) for all hours worked, together with their regular holiday pay.

C. All employees who are called out for emergency purposes, as determined by the department head shall receive a minimum of two (2) hours pay at time and one-half (1½) the employee's normal rate of pay provided such time is not contiguous to the employee's work day in which event the employee shall be paid at time and one-half (1½) for the hours worked until the start of the employee's work day and then be paid at straight time.

D. Overtime pay shall be paid to employees who receive a differential pay as set forth in Article 11, in addition to the differential pay.

E. When employees are called in to work for a special assignment or emergency, not on a general call-out, they shall be called on the basis of seniority. Assignments shall be made from the seniority list on a rotating basis in order of greatest seniority. Employees shall be placed on the seniority list in decreasing order of seniority. Notwithstanding the matters set forth above, the Employer retains the right to limit the employees eligible for special assignments or emergencies in those cases wherein the Employer's discretion it is determined that special skills or special knowledge are required for the particular assignment or emergency. All employees may be required to work a reasonable amount of overtime.

F. Employees of Warren Haven, Warren Acres, Warren County Correctional Center, and Warren County Communications Center who work rotating shifts that include weekends, or who work overtime on a holiday shall receive premium pay for all hours worked. Premium overtime holiday pay is two (2) times the regular hourly rate of pay, computed on the basis of time and one-half (1 ½) for overtime hours plus 50% of regular base pay for holiday work. Differential pay will be given for hours worked that are eligible for such differential under Article 11. No additional holiday pay will be given.

G. Health Department employees required to remain on call after their normal working hours to respond to environmental and health emergencies, included but not limited to chemical or other hazardous material spills, shall be paid \$1.00 for each hour on call as aforesaid.

#### **ARTICLE 10 - COURT APPEARANCES**

The Employer agrees to pay an employee for all time he is required to be in court in connection with his normal work duties and responsibilities. If the employee is required to work beyond his normal work week while performing said duty, he shall be paid overtime in accordance with Article 9, *Overtime*. Any other time an employee appears in court (unless specifically

authorized and required to do so by his department head), shall not be paid as work time.

## **ARTICLE 11 - WAGES AND COMPENSATION**

Effective January 1, 2004, salaries shall be increased by 3 ½ % across the board. See Schedule B.

Effective January 1, 2005, all eligible employees shall be advanced one step on their respective range schedule.

Effective June 30, 2005, salaries shall be increased by 2 % across the board. See Schedule C.

Effective January 1, 2006, all eligible employees shall be advanced one step on their respective range schedule.

Effective June 29, 2006, salaries shall be increased by 2 % across the board. See Schedule D.

Effective January 1, 2007, all eligible employees shall be advanced one step on their respective range schedule.

Effective June 28, 2007, salaries shall be increased by 2 % across the board. See Schedule E.

Effective January 1, 2008, all eligible employees shall be advanced one step on their respective range schedule.

Effective June 26, 2008, salaries shall be increased by 2 % across the board. See Schedule F.

Eligibility for step advancement on January 1 in any year of the contract shall be granted only to those employees hired or working prior to July 1 in the preceding year.

### *A. Shifts and Differentials*

1. The standard work shifts shall be as follows:

Day Shifts:        8:00 a.m. to 4:00 p.m.  
                          7:00 a.m. to 3:00 p.m.

Evening Shifts: 4:00 p.m. to 12 Midnight  
                          3:00 p.m. to 11:00 p.m.

Night Shifts:     12 Midnight to 8:00 a.m.  
                          11:00 p.m. to 7:00 a.m.

2. All permanent full-time and permanent part-time employees in the classified service, working rotating shifts:

- a. Employees working in a 24-hour institution or the Library or in the Buildings and

Grounds Department shall be entitled to shift differential pay for the number of hours worked in the shift as defined in sub-paragraph 1 above, as follows:

Library Evening Shift	\$ .35 per hour
Library Weekend Shift	\$ .65 per hour
RN and LPN Evening Shift	\$2.00 per hour
RN and LPN Night Shift	\$3.00 per hour
RN and LPN Weekend Shifts	\$1.00 per hour
All Others Eligible - Evening Shift	\$ .35 per hour
All Others Eligible - Night Shift	\$ .60 per hour
All Others Eligible - Weekend Shift	\$ .65 per hour

b. All employees in the Warren County Communications Center shall be entitled to shift differential pay as follows:

Evening Shift	\$ .35 per hour
Night Shift	\$ .60 per hour
Weekend Shift	\$ .65 per hour

B. Two employees of the Warren County Road Department shall be assigned to perform commercial pesticide application annually during the months of March, April, May and September and shall receive individual stipends of \$320 for service rendered over and above the normal duties of their position. Three employees of the same department shall be assigned as commercial pesticide operators during the same period as aforementioned and shall receive individual stipends of \$130 for services rendered over and above the duties of their position. If more than the allotted numbers of applicators/operators being duly licensed and qualified are employees within the Road Department, seniority shall determine assignment to these duties and receipt of the stipend. The stipends shall be paid annually on or before December 20<sup>th</sup> in the year within which the duties are performed.

C. At the time of separation from service, any advanced sick, vacation or personal time shall be paid back out of the employee's final paycheck.

D. Demotion: Should the Appointing Authority choose to reorganize the structure of any of its departments and such reorganization results in the demotion of an employee, the salary of the affected employee shall be frozen at their current rate of pay until the salary of the newly assigned position becomes equal to or exceeds the frozen salary. However, should an employee be demoted as a result of disciplinary action, the affected employee's salary shall be reconstructed using the demotional position's current range, crediting the employee with years of service in said range that they had accumulated in the position from which they were demoted. Nothing stated above shall preclude the union from requesting, or the employer from considering, an increase to the frozen salary.

E. Upon the recommendation of the Department Head, County Administrator, and Personnel Director and approval of the Board of Chosen Freeholders, an employee may receive an adjustment

in salary within the employee's current range for exemplary performance under special circumstances where normal promotional procedures do not best meet the needs of the Department and County. Under no circumstances will a salary adjustment be considered for an individual within five (5) years after a promotional advancement covered by Article 13 Promotion. All salary adjustment requests must be submitted with the Department's proposed budget for approval as part of the next fiscal year's budget for appropriation. Salary adjustments covered under this paragraph shall be considered management prerogative and not be subject to Article 22 Grievance Procedure. No salary adjustment covered under this paragraph shall be recommended by the Department Head to the County Administrator, Personnel Director or the Board of Chosen Freeholders unless the Union President and the Union Vice-President shall have been given prior written notice of the Department Head's proposed recommendation and shall have been given an opportunity to provide the Union's input.

**ARTICLE 12 - MEDICAL BENEFITS**

A. All full-time employees after ninety days of continuous service are eligible for hospitalization and major medical benefits, dental benefits and prescription benefits in accordance with the County's healthcare plan. The medical benefits are paid by the employer.

B. The Employer shall pay current hospital and major medical premiums under the aforesaid policy for employees and their dependents who retire after January 1, 1975, with:

1. Twenty-five (25) years of full-time County service, or
2. Fifteen (15) years of full-time County service and age 62, or
3. Are separated from full-time County service on a disability pension.

Such payment shall continue until the death of the employee.

- The employee healthcare benefits are as follows:

<b>PPO Plan</b>		
<b>Benefit</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Deductible	None	\$200/\$400
Coinsurance	100%	80%
Out-of-Pocket Maximum	\$300/\$600	<25K \$400/\$1,200 & >25K \$800/\$2,400
Inpatient Hospital Copay ( <i>Room &amp; Board</i> )	100%	80% after the deductible
Outpatient Services	100%	80% after the deductible

Surgical Charges <i>(includes assistant surgeon and anesthesia)</i>	100%	80% after the deductible
Office Visit	\$10 copay	80% after the deductible
Specialists	\$10 copay	80% after the deductible
Lab & X-ray	100%	80% after the deductible
Durable Medical Equip.	100%	80% after the deductible
<b>Emergency Room</b> (waived if admitted)		
True Emergency	\$10 copay	\$10 copay
Non-Emergency	\$50 copay	\$50 copay
Skilled Nursing Facility <i>(120 days total confinement)</i>	100%	80% after the deductible
<b>Mental/Nervous/ Sub Abuse</b> In-Patient <i>(30 days)</i>	100%	80% after the deductible
Out-Patient <i>(20 visits)</i>	\$10 copay	80% after the deductible
Non-Notification Deductible <i>(Applicable only if Care Coordination is not notified as required. It does not count towards the Out-of-Pocket Max).</i>	<25K \$300 & >25K \$500	

**Bi-Weekly Employee Contributions**

	<b><u>\$19 - \$35K</u></b>	<b><u>\$35 - \$60K</u></b>	<b><u>\$60 - \$85K</u></b>	<b><u>\$85 +</u></b>
Single	\$5.00	\$11.00	\$17.00	\$23.00
Parent/Child	\$7.00	\$15.00	\$23.00	\$32.00
H/W	\$10.00	\$19.00	\$28.00	\$37.00
Family	\$12.00	\$24.00	\$ 35.00	\$47.00
Parent/Children	\$12.00	\$24.00	\$35.00	\$47.00

**Prescription Benefit:**

The County will provide a prescription plan for all full-time employees covered under this

agreement to include the following: Employees will be required to pay a six dollar (\$6.00) co-pay for generic drugs; a twelve dollar (\$12.00) co-pay for brand name (formulary) drugs and an eighteen dollar (\$18.00) copay for any non- formulary drugs. Mail order prescription purchases shall include a ninety-day supply at a six dollar (\$6.00) co-pay for generic drugs; a twelve dollar (\$12.00) co-pay for brand name (formulary) drugs and an eighteen dollar (\$18.00) copay for any non- formulary drugs.

C. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for any employee retiring after the date of the signing of this agreement. The employer shall pay current hospital and major medical premiums for retired employees in accordance with the provisions of the resolution adopted by the Board of Chosen Freeholders pursuant to NJSA: 40A:10-23.

Upon the death of an employee or a retired employee who is entitled to medical benefits, the surviving spouse may continue in the medical benefits plan under COBRA by paying the monthly premiums. If the surviving spouse is not the former employee or retired employee and shall remarry, the coverage shall cease immediately. If the surviving spouse is employed elsewhere and is covered by another medical benefits plan, the County's coverage shall be terminated immediately. Notwithstanding the above, effective May 8, 1995 the County shall pay premiums for surviving dependents of a county employee who dies while in the employ of the County, for a period of six (6) full months following the month the employee became deceased.

D. *Medicare Part B*. Premium Reimbursement for employees sixty-five (65) years or older shall be paid by the Employer until retirement.

E. The Employer shall provide an eyeglass plan under which employees shall be entitled once every twenty-four (24) months to a \$100 reimbursement of which a \$50 reimbursement is used toward an eye examination and \$50 reimbursement toward any one of the following: regular glasses, contact lenses, bifocals, or Rx safety glasses. All receipts for reimbursement must be submitted to the Personnel Department within thirty (30) days of service. The beginning of the next 24 month period of entitlement will not begin until all eyeglass receipts have been submitted and confirmed for payment.

F. The employer shall provide a base dental plan which shall cover the plan minimum for preventative and diagnostic services. An employee may choose to upgrade base coverage by paying the established contribution as indicated in the County's dental plan.

G. The employer shall provide chiropractic services for employees covered by the County's healthcare plan. The employee is responsible for a co-pay of \$10.00 and the benefit is limited to

twenty (20) visits per year. Chiropractic treatment per illness may be limited to fewer than twenty (20) visits as recommended by the County's chiropractic provider. However, this treatment limitation shall not preclude an employee from using the remaining balance of approved visits for future treatment episodes to the maximum of twenty (20) total visits. The employee's co-pay will only be reimbursed for services rendered by chiropractors in the plan's network.

H. The Employer reserves the right to change the insurance plan administrator or carrier provided that in the aggregate, substantially similar benefits are furnished. The Union will be notified of any such planned change.

I. An employee on LWP (Leave Without Pay) must pay a monthly healthcare premium, except as otherwise provided by Family Leave legislation.

### **ARTICLE 13 - PROMOTION**

A. Promotion means the advancement of an employee to a job classification at a higher salary range.

B. Upon promotion of a permanent employee, all sick leave and vacation balances shall be transferred with the employee.

C. Upon promotion, an employee shall receive no less than 5%, then an adjustment to the nearest higher step, calculated and determined upon the salary range in effect before the promotion.

D. Upon promotion, an employee shall be informed of his new rate of pay one (1) week in advance of the effective date, if possible.

E. Promotions shall be made in accordance with the rules of the New Jersey Department of Personnel, shall be consistent with the principles of the seniority system, and shall be available to eligible employees who have served in such eligible employment for the qualifying period of time.

F. In the event that any Civil Service position of higher classification becomes open or available in a particular department, the permanent employees within their respective departments shall be given preference for the advancement providing they shall qualify under the rules and regulations of the New Jersey Department of Personnel.

G. Employees shall serve at least one (1) year in a permanent position before they shall be considered for promotion unless the corresponding Civil Service rule is waived by the New Jersey Department of Personnel.

H. Upon request and prior approval, employees who are scheduled during their working hours to take open competitive examinations for the position in which the employees are provisional; or promotional examinations administered by the New Jersey Department of Personnel will be granted time off without loss of pay to take such examinations.

I. Promotions requested by the department head and approved by the Board of Chosen Freeholders for the forthcoming budget year will take effect after the budget is adopted and as authorized by the Board.

J. Written notice of all promotions shall be sent to the Union President and Vice President.

#### **ARTICLE 14 - JOB POSTING**

A. The County agrees to post official New Jersey Department of Personnel notices of promotional examinations to notify all employees of a promotional opportunity. These notices shall be posted for a period of seven (7) days from the date of their receipt, only in locations designated for this purpose by the County.

B. With regard to all vacancies other than promotional vacancies, the County will, after any freeholder meeting where action is taken pertinent to this subject matter, post in the same places as stated in paragraph A, a summary sheet of all current vacancies in classified positions, to include job title, job title code, location/department, and closing date for the application. Each notice will remain posted until the next freeholder meeting where action is taken pertinent to this subject matter, at which time a new notice will be posted revised to reflect such freeholder action as well as to delete positions whose application closing date has expired. This procedure does not apply to Warren Haven, where current practices shall be continued.

#### **ARTICLE 15 - SHIFT REASSIGNMENT**

A. An employee may request reassignment from his normal shift to another shift in the same department in the same job title. An employee is eligible to make this request after he has served one (1) year in the affected department. The employee will be considered for the shift assignment on the basis of work performance, qualifications and seniority.

B. For shift assignments at all 24-hour facilities, volunteers will be considered first using seniority as a substantial factor in making such an assignment.

#### **ARTICLE 16 - HOLIDAYS**

A. The legal paid holidays which are recognized holidays for the purpose of this Agreement are as follows:

- New Year's Day
- Martin Luther King's Birthday (3rd Monday in January)
- Lincoln's Birthday
- Washington's Birthday (3rd Monday in February)
- Good Friday\*
- Memorial Day (Last Monday in May)
- Independence Day

Labor Day  
Columbus Day (2nd Monday in October)  
Election Day  
Veteran's Day  
Thanksgiving Day and the Friday succeeding same  
Christmas Day

\* Twenty-four (24) hour institution employees working rotating shifts that include weekends will celebrate their holiday on Easter Sunday instead of Good Friday.

B. 1. When holidays set forth herein fall on a Saturday or Sunday respectively for the purposes of this Agreement, said holidays shall be celebrated on Friday and Monday respectively in regard to employees at County facilities operating on a five-(5) day work schedule. All other County employees (for example, those working at Warren Acres, Warren Haven, the Correctional Center and the Communication Center) shall have said holidays celebrated on the days which they occur for all purposes including the receiving of holiday pay.

2. The Warren County Health Department, working on recognized holidays, shall be paid time and one-half (1 ½) for each hour worked. They shall accumulate their holiday hours worked and when they equal one (1) full working day, they shall be entitled to receive one (1) compensatory day off.

3. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled work day immediately following the holiday, unless on an excused paid leave of absence. The County will not impose a suspension on an employee so as to cause such employee to lose holiday pay unless an immediate suspension is appropriate under the circumstances.

4. *Employees of 24-Hour Institutions* □ *Holiday Pay*

a. Twenty-four hour employees who work rotating shifts including weekends and are scheduled to work on a holiday shall receive time and one-half (1 ½) the regular rate plus one (1) comp day off.

b. Other twenty-four hour employees called to work on a holiday shall receive time and one half (1 ½) plus 50% of their regular hourly rate.

**ARTICLE 17 - SPECIAL TIME OFF**

A. Employees who are duly authorized representatives of the Union shall be granted leaves of absence with pay for an aggregate period not to exceed twenty-five (25) days during any calendar year for the purpose of traveling to and from and attending any State or National convention of the

Union, educational conference, or seminars conducted by the Union.

B. All requests for leave will be made to the employee's department head in writing at least ten (10) working days before the leave is to commence. The department head will then forward said request for leave, with a recommendation, to the County Administrator or his designee and, if in the opinion of the County Administrator or his designee, the employee's absence from duty on Union Business will impede or unduly interfere with the conduct of normal County business, then the County Administrator or his designee may, upon written notice to the employee, deny said leave.

### **ARTICLE 18 - VACATIONS**

A. All permanent or provisional in accordance with full-time employees covered by this Agreement and eligible for vacation leaves with pay in accordance with the following time frames shall be entitled to the use of vacation leave as provided herein.

1. One (1) working day of vacation for each month of employment during the first calendar year of employment.
2. Twelve (12) working days of vacation from one (1) through five (5) years of service.
3. Fifteen (15) working days of vacation from six (6) through twelve (12) years of service.
4. Twenty (20) working days of vacation from thirteen (13) through twenty (20) years of service.
5. Twenty-five (25) working days of vacation from twenty-one (21) through twenty-five (25) years of service.
6. Twenty-six (26) working days of vacation from twenty-six (26) through thirty (30) years of service.
7. Twenty-seven (27) working days of vacation from thirty-one (31) through thirty-five (35) years of service.
8. Twenty-eight (28) working days of vacation after the thirty-fifth (35th) year of service.

B. Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken during the current calendar year at such time as permitted or directed by the department head, unless the department head determines it cannot be taken because of pressure of work. Only one (1) year of earned vacation allowances may be carried forward to the next succeeding year. Where an employee has earned vacation in excess of one (1) year allowance as of October 1, the employee will meet with his

supervisor to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

C. Upon separation from the employment for any reason, an employee shall be entitled to vacation allowance for the current year based on using 260 yearly employee workdays as a constant and will be paid for any accumulated vacation time. If upon separation of employment the employee has taken more vacation time than earned up to that time, an amount shall be deducted from his or her final pay for each day used but not earned.

D. When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

E. The procedure for advance vacation written requests shall be as follows:

1. *Non-Shift Employees*
  - a. 3 days' request for 1 - 3 days.
  - b. 2 weeks' request for 4 or more days.
2. *Shift Employees*
  - a. 1 week's request for 1 - 2 days.
  - b. 2 weeks' request for 3 - 5 days.
  - c. 3 weeks' request for 6 or more days.

A written response to the foregoing shift employee requests will be made from the date of request as follows: three (3) days for 1 - 3 days vacation; five (5) days for 4 or more days vacation. The aforementioned notice of request times will all be in workdays.

F. If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate or legal representative.

G. No vacation days shall be taken for less than a full day, except at the discretion of the department head.

H. During the year in which a suspension or leave without pay occurs, vacation leave shall be prorated to the nearest half-day using 260 yearly employee workdays as a constant.

## **ARTICLE 19 - LEAVES OF ABSENCE**

### *A. Sick Leave*

1. Sick leave shall accumulate at the rate of one (1) day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire. Beginning with the second calendar year of employment, in anticipation of continued employment, employees shall be credited with fifteen (15) sick days as of January 1 of the calendar year. If separation from employment occurs before the end of said year and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave in excess of the number to which he was entitled.

2. Unused sick leave shall accumulate from year to year without limit.

3. Sick leave shall be prorated to the nearest half-day during the year in which a suspension or leave without pay occurs using 260 yearly employee workdays as a constant.

4. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, or illness in immediate family, accident or exposure to contagious disease.

5. In all cases of illness, whether of short or long term, the employee is required to notify his supervisor of the reason for absence as indicated in 5g below.

a. The appointing authority or designee, may at its discretion, at any time require the employee seeking sick leave to submit acceptable medical evidence on the County approved Leave Request Form.

b. If an employee is absent for five (5) consecutive work days, a doctor's certificate may be required upon returning to work.

c. For sick leave totaling more than fifteen (15) days in a calendar year, a doctor's certificate may be required upon returning to work.

d. Sick leave may be approved for any employee for emergency attendance upon a member of his immediate family (father, mother, spouse, child, foster child, sister, brother, stepfather, stepmother, father-in-law, mother-in-law, stepchild and grandparent) or other near relatives residing in the employee's household critically ill and requiring the presence of such employee.

e. If all bereavement leave set forth below in Paragraph G has been exhausted then up to two (2) weeks sick leave may be approved because of death in the immediate family as that term is defined in 5d above.

f. An employee who requests sick leave which is not approved by the appointing authority will suffer loss of pay for such time and may be disciplined. However, an employee who has exhausted all of his sick time may request that an absence due to illness be charged against unused vacation time. Such employee may be required to submit appropriate medical evidence to substantiate the illness necessitating the use of vacation.

g. An employee who does not report for work because of personal illness shall notify his immediate superior, or other designee, by telephone or personal message at the earliest possible time prior to beginning of normal work shift. In the 24-hour institutions (other than the Warren County Communications Center), notification shall be given no less than one (1) hour prior to the time at which the employee is scheduled to commence work. In the Communications Center, notification shall be given no less than two (2) hours prior to the time at which the employee is scheduled to commence work.

#### *B. Unused Sick Leave - Retirement*

A permanent employee who enters retirement (other than deferred retirement) from the Employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed \$15,000.00. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on quarterly dates: January 1, April 1, July 1, October 1, with payments beginning on the quarterly date next following the date of retirement. The foregoing reference to the option of the employee, is predicated upon the employee notifying the County of his intention to retire by no later than October 1 of the calendar year prior to the calendar year in which retirement shall be effected. If such notification does not occur until subsequent to said October 1 date, then the aforesaid option shall be the County's rather than the employee's. If quarterly payments have been elected and if the employee dies before receiving all quarterly payments, the Employer shall make all remaining quarterly payments to the employee's estate.

#### *C. Worker's Compensation Insurance and Sick Leave Injury Insurance*

1. The Employer agrees to purchase and maintain in force sick leave injury insurance to cover all employees for work loss due to injuries received on the job.

2. When an employee is absent on a work related injury or illness, the employee shall retain his or her Worker's Compensation disability checks and receive in addition thereto a salary differential from which normal deductions shall be taken. The salary differential shall be paid during the period that the temporary disability benefits are received and all adjustments shall be made after the employee returns to work in the event of an overpayment/underpayment. In this fashion, the employee shall be able to receive the Worker's Compensation check and salary differential such that the full salary shall be paid during this period, but to comply with the IRS and Division of Pension regulations, the normal withholding shall be taken only on the salary difference.

3. Sick leave injury will not be charged to the employee's sick leave. Worker's Compensation and workplace accident reports must be filed with the designated County workers comp. official within twenty-four (24) hours of a workplace accident. The department head should also be notified immediately following a workplace accident or after hours accident when on County business.

4. The insurance carrier will issue the Worker's Compensation checks to the County for disbursement to the employee. The County will insure the timely disbursement of these checks upon receipt. The employer will issue to the employee, the portion representing the difference between the compensation payment and the employee's full salary.

5. The Employer or the sick leave insurance carrier at their discretion may, at any time, require the employee on sick leave injury time to submit to a physical examination by a physician of the Employer's or insurance carrier's choice.

6. If workers comp sick leave is not approved by the Employer and/or insurance carrier after examining all evidence submitted by the employee, witnesses to the accident, or examining physician if requested, the time involved during which the employee was absent shall be charged to his sick leave balance, or vacation balance, if any, otherwise the employee shall suffer loss of pay for such time loss.

7. A total amount of up to one (1) year's compensation shall be paid by the sick leave injury insurance for work loss caused by an injury received on the job, provided the aforesaid requirements are complied with.

8. A doctor's certificate authorizing an employee to return to work shall be required upon returning to work from sick leave injury or after receiving Worker's Compensations.

#### *D. Maternity Leave*

Employees covered by this Agreement shall be entitled to maternity leave as hereinafter set forth. An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed

but not later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted an earned and accumulated sick leave during the time prior to the expected date of confinement and for six (6) weeks after the actual date of birth. Additional time beyond the six (6) weeks shall be granted upon presentation of a doctor's certificate setting forth the necessity therefore. Additional time off associated with maternity, other than the medically related sick leave mentioned above, may be requested as leave without pay, provided that in no event shall such leave extend beyond one (1) year's duration. Such leave without pay requests are subject to the provisions of Paragraph H below, with the following exception; the employee may request a leave without pay without having first exhausted accumulated sick leave as promulgated in the County's Family Leave Policy.

*E. Personal Leave*

1. Employees covered by this Agreement shall be entitled to three (3) days of personal leave of absence with pay in each calendar year.

2. Personal leave may be used for emergencies, observation of religious or other days of celebration (but not holidays as defined herein), personal business, or other personal affairs such as death in the employee's immediate family, but not limited thereto.

3. Newly hired employees shall receive prorated personal leave in half-day increments in their first calendar year of employment. Prorated personal leave in half-day increments shall be calculated for an employee who has been on a leave of absence without pay, was suspended or retires within a calendar year using 260 yearly employee workdays as a constant.

4. Personal leave must be requested not less than three (3) days in advance, except in case of an emergency, and is subject to approval of the employee's supervisor. The request may be granted provided there is no interference with the proper conduct of the government function involved.

5. Such personal leave credit shall not accumulate. Unused balance in any year shall be canceled at the end of the calendar year. Upon termination of employment for any reason, if more personal leave has been exhausted than has been earned, an adjustment shall be made in the employee's final paycheck.

*F. Jury Duty*

1. Should any employee be delegated to serve as a juror, he shall receive full pay from the Employer for all time spent on jury duty less any remuneration for such service.

2. In the event an employee is excused from jury duty prior to one-half (½) the

employee's work day having been concluded, such employee shall promptly report to work for the balance of the work day.

3. Employees must obtain a certificate from the Jury Management Office certifying the number of days the employee served on jury duty and submit the certificate to either the County or Warren Haven Personnel Departments, whichever is applicable.

#### *G. Bereavement Leave*

1. The Employer shall provide bereavement leave with pay not to exceed five (5) working days total per calendar year. A Maximum of three (3) bereavement days may be utilized in case of the death of a first degree relative as defined below. The remaining two (2) bereavement leave days can be utilized in the case of the death of either a first degree relative or second degree relative as defined below. With regard to second degree relatives, employees shall be limited to one (1) bereavement leave day per occurrence.

2. First degree relatives shall be defined as follows: an employee's spouse, children, foster children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren, grandparents, step-children, step-mother, step-father, son-in-law, daughter-in-law, grandparents-in-law or POSSLQ. Additional days may be approved by the department head in advance and charged against Personal Leave.

3. Second degree relatives shall be defined as follows: an employee's uncle, aunt, niece, nephew, cousin, sister-in-law, or brother-in-law.

4. As soon as possible an employee shall notify the department head of a death in his family, and of his need for leave. Notification must be given as in the case of sick leave. Proof of death may be required by the Employer.

#### *H. Leaves Without Pay*

The grant or denial of a request for leave without pay is discretionary with the County. The request must be made in advance and must be recommended by the employee's department head, with the appointing authority retaining the ultimate decision-making power. A leave without pay request based upon non-job-related medical reasons where a physician has indicated that the employee cannot work, will require the employee to first exhaust accumulated sick leave. If the leave without pay request is denied, the employee is expected to report for work and the employee's absence under such circumstances will be considered "Absence Without Leave" (AWOL) which will give the County cause for discipline in accordance with the New Jersey Department of Personnel procedures.

#### *I. Family Leave*

Where applicable, the Family Medical Leave Act or the New Jersey Family Leave Act will apply to employees as such acts have been interpreted by the courts. This matter will not be subject to the grievance procedure.

## **ARTICLE 20 - BREAKS**

Each employee herein represented shall be entitled to one (1) 15-minute break for each day of work. Unused break time shall not be credited or accumulated in any way.

## **ARTICLE 21 - STORM DAYS AND EMERGENCIES**

### *A. Nonessential Employees*

Should an employee report for work and subsequently the Employer decide to close the Employer's Offices for whatever reason, such employees that report to work shall be credited for the day's work. Should the Employer for whatever reason officially close the Employer's Offices before the start of the workday, all employees scheduled to work that day will be credited with a day's work.

### *B. Essential Employees*

Essential employees shall be paid double time for each hour worked by them during a storm or other emergency when the storm day or emergency is officially declared by the Employer and nonessential employees are officially excused from work or from reporting to work. The double time shall only be earned during the period when nonessential employees are excused from work or from reporting to work due to the storm or emergency condition. This Section only applies to countywide circumstances.

### *C. Nonessential and Essential Employees*

In the event an employee cannot report for work because of storm conditions or emergency conditions, the time lost from work will be charged against his accumulated vacation time or his personal leave time. In the event that no such time is available, the time lost from work will be charged time off without pay. If an employee is unable to report to work, the employee must report his absence no less than one and one-half (1 ½) hours before the starting time of his shift or the start of his normal workday.

D. The word "officially" as used in this Article shall mean only an official declaration by either the County Administrator or the Board of Chosen Freeholders.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

### *A. Purpose*

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable

solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate Employer representative.

*B. Definition*

The term “grievance” as used herein means the alleged misinterpretation, misapplication or violation of this Agreement or written rules and regulations, and may be raised by an individual or the Union at the request of an individual or individuals. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

*C. Matters Outside the Scope of Grievance Procedure*

1. When a grievance involves an alleged violation of rights specified in Civil Service laws and rules for which there are specific appeals to Civil Service, the employee shall present his complaint to Civil Service directly.

2. This grievance procedure shall not serve as an avenue of appeal for matters which must by law or civil service rules be decided by the New Jersey Department of Personnel through its exclusive appeal procedure which shall include, but not be limited to, the following unless same are changed by law:

- a. Removal.
- b. Suspension of more than five (5) days at one time.
- c. Demotion indicating a lowering in rank, rate or change.
- d. Layoffs.
- e. Letter removal at end or during working test period.
- f. Classified reviews.
- g. Removal of names from eligible list.
- h. An examination review.

3. The matters which are beyond the scope of this grievance procedure include:

a. Matters which the Union raised or could have raised during the negotiations that led to this Agreement.

b. Matters reserved to the Employer's discretion by this Agreement.

c. Disputes concerning terms and conditions of employment governed by statute or state or federal administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law.

#### *D. Steps of the Grievance Procedure*

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: A grievance must be filed with the immediate supervisor within twenty (20) working days from the date when the act which is the subject of the grievance occurred. Failure to act within said twenty (20) days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement is reached within five (5) days of receipt of the grievance by the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) days thereafter to the department head or his designee who shall answer the grievance in writing within five (5) days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the department head, such appeal shall be presented in writing to the County Administrator within twenty (20) days thereafter. The County Administrator, or designee, shall respond, in writing, to the grievance within twenty (20) days of the submission.

Step Four: If the grievance is not settled through Steps 1, 2 and 3, either party shall have the right to submit the dispute to arbitration within ten (10) days pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the County the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

#### *E. Arbitration Procedure*

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding, subject to applicable review procedures before PERC and/or under Title 2A.

3. The arbitrator's decision shall be in writing, with reasons.

4. The Union and the County shall be limited to placing one (1) issue before an arbitrator any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

G. Upon prior notice to and authorization of the department head, the designated Union representatives shall be permitted to confer with employees and the County on specific grievances in accordance with the grievance procedure set forth herein during work hours of the employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County of Warren or require the recall of off-duty employees.

H. *General*

1. In the event a formal charge of misconduct is made by the Employer against an employee, and if he so requests, he shall be entitled to a representative of the Union only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of any recording, if made.

2. The parties agree that a shop steward or other Union representative may be permitted to meet with an employee and the employee's immediate superior in order to adjust grievances without loss of pay, provided such activity does not interrupt the normal operation and business of the public employer.

3. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the New Jersey Department of Personnel. The Union's decision to request the movement of any grievance at any step shall be final as to the interest of the grievant and the Union.

4. Should a grievance not be satisfactorily resolved or should the Employer not respond in the time as prescribed above; either after initial receipt of the grievance or after movement of the grievance to step two or step three, the grievant may exercise the option within five (5) days to proceed to the next step.

5. The Employer representative at the last hearing shall inform the grievant of the name

and position of the next higher level of management to whom the appeal should be presented.

6. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

### **ARTICLE 23 - STRIKES**

A. The Union assures and pledges to the Employer that its goals and purposes are such that it does not condone strikes or threats thereof by public employees or work stoppages, slowdowns, or any other such actions which would interfere with service to the public or violate the Constitution or laws of the State of New Jersey; and the Union and the employees agree that they will not initiate nor participate in such activities nor encourage members of the unit to initiate or participate in the same; and the Union will not support anyone acting contrary to this provision.

B. The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

C. Any violation of this Article shall constitute a material breach of this Agreement and shall serve as grounds for disciplinary action including discharge. Nothing stated elsewhere in this Article shall alter the party's rights to seek judicial relief in law or in equity.

### **ARTICLE 24 - SENIORITY**

A. The Employer will follow the Civil Service Law and the rules and regulations promulgated there under in appointing, transferring, assigning, promoting, laying-off, and terminating employees.

B. Seniority will be observed only with respect to those portions of this Agreement where it is expressly mentioned.

C. Annually, the Employer will provide the Union with a seniority list which shall include each employee's name, job title and date of initial employment or most recent employment, whichever is later.

### **ARTICLE 25 - PART-TIME EMPLOYEES**

A. All permanent part-time employees, including provisional employees awaiting examination, shall be paid wages based on the rates of pay for the appropriate classification in the County ranges. These employees shall be credited with prorated sick and vacation leave allowances, the latter representing the only benefits to which these employees are entitled on a pro rata basis.

B. All permanent and provisional part-time employees covered by this Agreement are eligible to earn vacation leave. Vacation leave will not be advanced to part-time employees at the

beginning of the calendar year in anticipation of continued employment, but rather must be earned. Part-time employees can earn one (1) working day of vacation during the first calendar year of employment in accordance with the following schedule:

- Employees working within a department with regular full-time work hours of 40 hours per week may earn one (1) vacation day for every 160 hours worked.
- Employees working within a department with regular full-time work hours of 37.5 hours per week may earn one (1) vacation day for every 150 hours worked.
- Employees working within a department with regular full-time work hours of 35 hours per week may earn one (1) vacation day for every 140 hours worked.

Any vacation days earned shall be proportionate to the hours worked by the employee in the month in which the time was earned.

Thereafter, should the part-time employee continue to be employed by the County, as the employee attains the years of service as delineated for full-time employees in Paragraph (A) (2) – (A) (8) of the Article, the employee may earn additional vacation time. The additional earned vacation time shall be a prorated amount of the vacation leave granted to full-time employees within the same department and with the same number of years of service with the County. The exact prorated amount of vacation leave which may be earned will be determined based upon the total number of hours of the full-time employees working in the same department.

C. Part-time employees will be eligible for movement up the steps of the appropriate salary guide based on the length of employment, in a manner similar to the treatment of full-time employees. When a part-time employee works on a holiday, the employee is entitled to the appropriate holiday rate of pay, without consideration of a compensatory day off. Part-time employees who do not work on a holiday shall have no entitlement to payment for that day.

D. In the case of a part-time employee who becomes full-time in that position title, he shall retain his current step on the salary guide when going from part-time to full-time status. The same is also applicable in the case of a full-time employee who becomes a part-time employee in that position title.

## **ARTICLE 26 - LIABILITY CLAIMS AND INDEMNIFICATION**

All employees covered by this Agreement shall be entitled to defense and indemnification by the Employer against liability claims or judgments arising out of the good faith performance of their official government duties, provided that employee has acted within the scope of those duties and in accordance with the provisions of the law promulgated by the State of New Jersey.

## **ARTICLE 27 - TRANSPORTATION ALLOWANCE**

A. Whenever an individual employee is authorized to use his privately owned vehicle on County business, the Employer shall reimburse the employee at the rate per mile calculated in accordance with the mileage reimbursement rate as posted in the annual Internal Revenue Service Bulletin. This rate shall be updated annually and commence January 1, of the new calendar year after the rate has been promulgated.

B. Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration.

C. Employees who are required to drive as part of their work duties for the County must hold and maintain a valid and current driver's license. In the event such employee has a driver's license suspended or revoked, the employee will be subject to demotion to another position (if available) not requiring a driver's license or to termination.

## **ARTICLE 28 - EMPLOYEE EXPENSES**

When the Employer requires that employees use special equipment, such as rain and safety equipment, these shall be provided and maintained by the Employer at no expense to the employees, in accordance with present practice.

## **ARTICLE 29 - EMPLOYEE AUTOMOBILE INSURANCE**

A. The Employer agrees to maintain in full force and effect liability insurance on all vehicles owned by the Employer. This insurance will provide for coverage to anyone driving a vehicle owned by the Employer with permission.

B. The Employer shall also provide for insurance to provide for an umbrella policy over and above the coverage of an individual employee's private automobile liability insurance coverage to cover those situations in which an individual is authorized to use his own vehicle for any business of the Employer.

C. The Employer will provide the Union with a copy of the County Automobile Insurance Policy and advise the Union in the future of any significant changes in the Policy.

## **ARTICLE 30 - SEVERANCE PAY**

The Employer hereby agrees to pay severance pay in the amount of two (2) weeks salary to any permanent full-time employee whose job may be abolished on a permanent basis with the Employer because of a cutback in any particular department or program provided said employee is not transferred to or absorbed by any county, state or federal department, agency or program.

## **ARTICLE 31 - AGENCY SHOP**

Any employee in the negotiating unit who does not join the Union within thirty (30) days from the date of execution of this Agreement, or any new employee who does not join the Union within thirty (30) days of initial employment within the negotiating unit, and any employee previously employed within the unit who returns and who does not join the Union within ten (10) days of reentry into employment within the unit, shall pay a representation fee in lieu of dues to the Union by payroll deduction. The representation fee shall be an amount equal to no more than 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of representation fee upon sixty (60) days written notice to the Employer to reflect changes in the regular union membership dues, fees and assessments. For the purpose of this provision, employees employed on a ten (10) month basis, or who are reappointed from year to year, shall be considered to be in continuous employment. In order for this Article to become effective, the Union must provide to the Employer and to the employees referred to above, sufficient evidence that it has complied with the statutory requirement to establish an interval procedure for non-members who seek to challenge the appropriateness of the representation fee. The Union shall comply with Chapter 477, *Public Laws of 1979* in all respects.

B. With respect to representation fee deductions, the Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Employer pursuant to the above provisions concerning representation fee.

C. It is expressly understood that the provisions of this Article only apply to employees who are regularly assigned to work twenty (20) or more hours per week.

D. The Employer will provide a copy of this Agreement to all employees hired on or after the date the Agreement is signed.

## **ARTICLE 32 - SAFETY**

A. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer will discharge his responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Employer will set up necessary job safety and health programs for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.

B. The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion

of safety, safe working habits, and good housekeeping throughout the work environment. Each employee will comply with all safety rules and regulations.

C. Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

D. Employees shall not be required to work under conditions of work which are unsafe or unhealthful which determination shall be made by representatives of PEOSHA. 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 which the employee is qualified to perform.

### **ARTICLE 33 - LONGEVITY**

A. Effective with the calendar year 2005, the longevity payment schedule shall be:

Eligibility for longevity begins after the completion of 10 years of service.

1. Completion of 10 through 14 years of service: \$500
2. Completion of 15 through 19 years of service: \$750
3. Completion of 20 through 24 years of service: \$1,000
4. Completion of 25 through 29 years of service: \$1,250
5. Completion of 30 years of service and more: \$1,500

Years of completed service shall be computed from December 26 of any given year to December 25 of the following year.

B. Longevity pay will be given to eligible employees on or before December 20.

### **ARTICLE 34 - PAYROLL DEDUCTION OF UNION DUES**

A. The County agrees to deduct from the salaries of bargaining unit members dues to the Union, Council No. 73, AFSCME, exclusively as said organization is the duly certified majority representative for employees in position titles covered by the Certification issued by the Public Employment Relations Commission, Docket No. RO-86-98. Deductions shall be made when authorized in writing to do so by each employee. Authorization must be in writing and comply with the provision of NJSA 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law each pay period, and monies collected, together with a listing of the employees, shall be transmitted to Council 73, Nottingham Village Square, 2653-A Whitehorse-Hamilton Square Rd., Hamilton, NJ 08690 by the fifteenth (15th) day of each month following collection. The employee shall indicate in writing to the proper disbursing officer of the County his desire to have any deductions made from his salary for the purpose of paying the employee dues.

Such disbursing officer shall make such deduction from the compensation of the employee and the disbursing officer shall transmit the sum so deducted to the Union as designated by the employee in his written request.

B. No other request for dues deductions for a labor organization shall be honored or processed by the County for any employee for position titles covered by the outstanding certification referred to above.

C. An authorization for deduction of membership dues in AFSCME, Council No. 73 shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes a leave of absence without pay for one (1) month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the County shall continue to deduct dues from his salary in accordance with the payroll deduction agreed upon by the parties.

D. The amount of monthly membership dues will be certified by the Director of Council No. 73 AFSCME in writing to the employer, and the amounts so certified will be uniform for all members of the Union.

E. An employee may withdraw dues deductions from the Union on July 1 of each year provided, however, that said employee gives notice of withdrawal to the County thirty (30) days in advance of his desire to withdraw. The filing of notice of withdrawal shall be effective to halt deductions as of July 1 following the date on which notice of withdrawal is filed.

F. The Union shall notify the Employer of any changes in dues structure thirty (30) days in advance of the request date of such change. The change shall be reflected in payroll deduction at the earliest time after the receipt of the request.

G. The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Clerk of the Board of Chosen Freeholders or his designee. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the County in reliance upon salary deduction authorization cards submitted by the Union.

### **ARTICLE 35 - RULES OF THE EMPLOYER**

A. The parties agree that the Employer has the right to make reasonable rules and regulations. The Employer will first give the Union sufficient notice of its proposal and the Union then will make a timely demand to negotiate. Proposed new rules or modifications of existing rules

governing working conditions shall be negotiated with the Union before they are established and the Union agrees to negotiate the same in good faith.

B. In the event the Employer and the Union disagree and are at impasse concerning the proposed new rule or regulation governing working conditions, the parties agree that the Employer may unilaterally implement the rules and regulations change provided the impasse procedure of mediation through the Public Employment Relations Commission has first been exhausted.

C. All rules and regulations promulgated by the Employer for the proper and efficient operation of the Public Services shall be duly and conspicuously posted and dated.

### **ARTICLE 36 - UNIFORM AND MAINTENANCE ALLOWANCE**

A. All eligible employees required to wear uniforms at Warren Haven and Warren County Communications Center, shall be entitled to an annual uniform or maintenance allowance of three-hundred and twenty five dollars (\$325) annually.

B. The uniform allowance shall be paid by separate check in two (2) installments within forty-five (45) days after January 1 and within thirty (30) days after July 1 with the requirement that the employees must serve the full six (6) month calendar period preceding those dates in order to qualify for a uniform and maintenance allowance payment. If an employee transfers to a non-uniform position within the County after serving the required six (6) month working period as defined above, the employee shall not be entitled to a uniform allowance for the new calendar year. Eligible employees shall only be required to sign a certification that he or she will spend the money provided for uniforms and/or maintenance, in order to receive the uniform allowance. Unused uniform and maintenance allowances shall not accumulate and be carried into a subsequent calendar year. Unused allowances or portions thereof shall be canceled at the end of each calendar year. As a result of this allowance, employees are expected to report for work in proper uniform and failure to do so shall lead to appropriate discipline.

### **LIST OF ELIGIBLE TITLES**

#### **Warren Haven**

Nurses  
Institutional Attendants  
Building Service Workers  
Laundry Workers  
Food Service Workers  
Maintenance Worker  
Cooks  
Ward Clerk  
Dietitian's Helper  
Instructor of In-Service Nursing

Storekeeper  
Seasonal Nurse's Aids

**Warren County Communications Center**

Public Safety Telecommunicator  
Public Safety Telecommunicator Trainee

Additional titles may be added to the list of eligible titles during the term of this agreement upon the written consent of the Employer and the Union.

C. Coveralls shall be supplied by the Employer to employees holding the position titles of senior mechanic, mechanic diesel, mechanic and painter at whichever location they may work in the County of Warren. The coveralls shall be stocked by the Employer and maintained by the Employer.

D. All non-uniformed personnel (other than administrative and clerical employees) working at Warren Haven, Roads & Bridges, Jail, Health Department, Maintenance Department, and Inspectors in the Engineering Department, shall be entitled to an annual clothing allowance of two-hundred and twenty-five dollars (\$225). Payment shall be made in two (2) equal installments on the same dates set forth in Paragraph B above.

E. To be eligible for a uniform and maintenance allowance payment under this Article, a full-time employee, in addition to serving the full six (6) month calendar period, may not be absent without pay for more than twenty-two (22) working days within the six (6) month calendar period for which reimbursement is being calculated. Part-time employees, to include Seasonal Institutional Attendants in training for full-time duty, must work a minimum of 160 hours within the designated six (6) month calendar period for which reimbursement is being calculated.

F. It is hereby agreed that effective January 1, 2002 Article 36, Uniform and Maintenance Allowance, shall be amended so as to delete the eligible titles of Juvenile Detention Officer and Senior Juvenile Detention Officer. Effective January 1, 2002 Warren County will provide uniforms for these titles in accordance with the policy promulgated by Warren County Corrections.

**ARTICLE 37 - UNION PRIVILEGES**

*A. Bulletin Board*

The County will permit the Union to use a bulletin board in each facility approved by the County. The bulletin board may be used only for official Union business and then only for meeting notices, posting of lists of officers and stewards, announcement of social and recreational events and activities and changes of written work rules and policies. No anonymous, malicious or inflammatory

material may be posted. The County reserves the right to unilaterally remove any posted material not meeting the conditions and requirements of this Article, which removal shall not be grievable under this Agreement.

*B. Use of Facilities and Equipment*

The Employer agrees to permit the Union to use a County facility with prior approval of the Employer, upon written notice given five (5) days in advance upon the conditions that the Union agrees to indemnify and hold the County harmless for the use of the premises and to reimburse the County for any and all damages to County property caused by the Union's activities. The facilities to be used shall not include the Warren County Jail and shall be limited to the all-purpose room at Warren Haven (with prior approval of the Administrator), and the meeting room at the Warren County Annex Building, and meeting or conference rooms in the County Administration Building and the Communications Center.

**ARTICLE 38 - ACCESS TO PERSONNEL FOLDERS AND EVALUATION**

A. Upon prior written request to the Personnel Division, each employee shall, if he requests, be given an opportunity by appointment to review any evaluation of his work performance or conduct prepared during the term of this Agreement and included in his permanent personnel folder.

An employee is permitted no more than one such request during each four (4) month period. He may file a written response to such materials within ten (10) working days after reviewing same and, if requested, such response will be attached to and retained with the particular instrument concerned.

Any records concerning the performance or conduct of an employee that are passed from one supervisor to another upon the transfer of an employee or his/her supervisor will be available for review by the employee upon request.

B. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon. After the evaluation form has been signed by the employee, no changes shall be made on that evaluation form. A copy of the employee's evaluation shall be provided to the employee upon request.

**ARTICLE 39 - DISCIPLINE**

A. A permanent employee in the classified service may be suspended without pay or with reduced pay, fined or demoted due to inefficiency, incompetency, misconduct, negligence, insubordination or for other sufficient cause.

B. A provisional or temporary employee may be disciplined at any time at the discretion of the Employer. A provisional or temporary employee who has been disciplined shall have no right of appeal or to a disciplinary hearing unless as otherwise provided by law or by the terms of this Agreement, provided, however, that a provisional employee employed continuously for six (6) months or more may have a hearing with the Freeholders or their designee as provided below, with no right of appeal beyond that.

C. Permanent employees and employees in their working test period shall be entitled to a hearing for removal, suspension or fine, disciplinary demotion or as otherwise required by Civil Service rules and regulations. The hearing shall be conducted by the Warren County Board of Chosen Freeholders or their designee, and pursuant to such rules and procedures which the freeholders shall deem appropriate or as required by New Jersey Civil Service rules and regulations.

D. In cases involving fines for more than five (5) days or suspension for more than five (5) days, removal or demotion, the employee shall be provided with charges and specifications along with proposed penalty. Any employee appealing such action within ten (10) days of receipt of the Preliminary Notice of Disciplinary Action, shall be granted a disciplinary hearing. If the employee is not satisfied with the decision of the Freeholders or their designated hearing officer, the employee may appeal as permitted by law to the New Jersey Department of Civil Service for a hearing before an Administrative Law Judge.

E. The Union will be advised in writing of any change in the disciplinary hearing procedures.

F. At any disciplinary hearing, the employee may be represented by his steward, and/or local Union president and other local union officer and/or Council No. 73 representative.

G. The Union will be provided, upon request, five (5) days prior to the hearing, with all written documents and statements which will be used against the employee at the hearing, as well as a list of witnesses that will be carried by the Employer. The Union shall provide to the Freeholders or their representatives, five (5) days prior to the hearing, copies of all documents and written statements the Union intends to rely upon at the hearing and the names and addresses of all witnesses.

H. All such hearings shall follow the following format:

1. Reading of charges and specifications.
2. Presentation of case by the County.
3. Presentation of case by the appellant.
4. Rebuttal by County and appellant, if necessary.

5. Summation of case by appellant.

6. Summation of case by County.

I. Direct and cross-examination of witnesses shall be allowed. Either party may request that witnesses be sequestered. The Freeholders or their designated hearing officer, if any, may determine that witnesses be sequestered without a request from either party.

J. Whenever written eyewitnesses accounts of incidents are used as evidence the person who prepared and/or signed such document shall be available for cross-examination or the documents cannot be used at that hearing.

K. The Freeholders or their designated hearing officer shall render his decision within twenty (20) days of the close of the hearing. Said decision shall include discussion of testimony or evidence, specific findings of fact and conclusions based on findings of fact and applicable laws and rules and regulations.

L. Any hearing on minor discipline conducted under this Article shall constitute the last step of the minor discipline review procedure.

M. The Union shall be provided with a copy of all written disciplinary actions taken against employees covered by this agreement.

#### **ARTICLE 40 - SUBCONTRACTING OF WORK**

A. Nothing contained in this Agreement shall in any way limit the right of the County to hire or engage the services of outside firms or individuals for the purpose of contracting or subcontracting of any work normally performed by employees in this bargaining unit.

B. The County and the Union agree to discuss the impact of subcontracting or contracting out of work normally performed by bargaining unit members to the extent permitted by law. This discussion may only be held if a layoff or job displacement will result and if the proposed subcontract is based solely on fiscal consideration.

C. The Union must request the opportunity to discuss the impact of a decision to subcontract or contract out work within thirty (30) days after such action is taken by the Board of Chosen Freeholders. 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.

#### **ARTICLE 41 - APPLICATION OF SALARY AND BENEFITS**

##### *A. Retroactivity*

1. Salary adjustments will be paid retroactively only to those employees in the employ of the County as of the date of signing of this Agreement or who retired (within the meaning of PERS)

from the employ of the County or who died or who were on layoff after January 1, 2004, and prior to the signing of this Agreement. Retroactivity in salary shall include retroactive overtime pay at time and one-half (1 ½) for all hours worked in excess of forty (40) hours, thirty-seven and one-half (37.5) hours or thirty-five (35) hours, depending upon the employee's normal work week. New or increased differentials shall be effective upon the execution of this Agreement by both parties.

2. During any leave of absence without pay, the employee's medical benefits shall be continued provided that the cost thereof (normally paid by the Employer) is paid by the employee to the insurance carrier through the Employer, with except as otherwise provided under Family Medical Leave Act or New Jersey Family Leave Act. This matter will not be subject to the grievance procedure.

#### **ARTICLE 42 - EDUCATION BENEFIT**

A. All employees covered by this Agreement shall be eligible to receive financial reimbursement for job-related, career development courses in the following areas:

1. Matriculating undergraduate/graduate degree.
2. Business/Vocational/Technical courses.
3. Career development courses such as seminars and continuing education courses which will aid the employee in his employment. The foregoing decision of job-relatedness is discretionary with the Employer.

B. Reimbursement will be contingent upon:

1. By no later than the first day of the course, an interested employee must submit a written request for course work. The request must be presented to the employee's department head for initial approval and to the County Administrator and Personnel Division for final approval and authorization that funds are available. The employee will be notified as to the approval or disapproval of his application within two (2) weeks. Within four (4) weeks after completion of the course work, the employee shall submit to the County Administrator and Personnel Division, via the department head, certification of successful completion of the course work on the proper form. Payment will be made to the employee after approval by the County Administrator and Personnel Division and after the employee has completed and signed the proper voucher form.

2. The student must maintain a "C" grade or better for an undergraduate course and a "B" grade or better for a graduate course to be eligible for reimbursement. In courses where only a "Pass" or "Fail" grade are given, the student must achieve a "Pass". Where the student has the option of selecting either "Pass/Fail" or a letter grade system, the student must elect the letter grade system.

3. Courses shall be taken outside the employee's normal working hours and shall not interfere with the individual's responsibilities of employment. If leave time is needed for travel to a course, up to four (4) hours of available vacation time per week may be granted with the supervisor's approval.

4. Reimbursement will be the lesser of the actual expenses or the current tuition rate at Rutgers, the State University of New Jersey. Employees are responsible for their travel expenses, fees and books.

5. Priority will be given to employees attending colleges within the State of New Jersey.

6. A maximum of twelve (12) credits per calendar year may be taken by employees.

7. An employee must be a permanent full-time employee of the Employer to be entitled to financial reimbursement. As an exception to the foregoing, an employee who has been employed for more than one (1) year by the Employer, even though not yet "permanent" due to Civil Service procedures, will be eligible for this benefit, provided that if the employee cannot continue employment with the Employer for at least one (1) year pursuant to the provisions of subsection 8 below due to the failure of Civil Service to make the employee "permanent", in that event the employee will be required to repay the Employer the financial value of the tuition reimbursement that has not been repaid via said work commitment.

8. Employees must sign a service agreement commitment that they will continue employment with the Employer for at least one (1) year after the tuition reimbursement. If the employee terminates employment before completion of the agreement, he must repay the Employer the financial value of the tuition reimbursement that has not been repaid via the above work commitment.

9. The following annual amount will be appropriated by the Employer: Twenty - thousand dollars (\$20,000) will be available for reimbursement to eligible employees will be on a "first come, first served" basis until such time as the appropriation is depleted.

#### **ARTICLE 43 - RANGE COMMITTEE**

There is hereby created a joint committee consisting of three (3) persons representing the Employer and three (3) persons representing the Union. This committee shall meet on an as-needed basis to review existing job titles and salary ranges. Upon written request by either party, this committee shall meet within 30 days after receipt of the request, provided however that no meetings of this committee shall take place during the last 6 months of the term of this agreement.

#### **ARTICLE 44 - PRIOR BENEFITS AND PRACTICES**

Existing benefits which are set forth as policies, practices and general working conditions are substantially uniform in their application to employees in the unit, in the same or similar titles or jobs or locations, which are in effect upon the signing of this Agreement shall remain in effect except to the extent that they are modified by this Agreement.

#### **ARTICLE 45 - SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement shall conflict with any federal or state law or have the effect of eliminating or making the Employer ineligible for federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

B. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### **ARTICLE 46 - FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject for collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, subject to the provisions of Article 35.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### **ARTICLE 47 - TERM OF AGREEMENT**

A. Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing January 1, 2004, and shall remain in effect and full force through December 31,

2008. Any changes in salary or other economic benefits will apply only to those employees in the employ of the County as of the date of the signing of this Agreement or who retired (within the meaning of PERS) from the County or who died or who were on layoff after January 1, 2004, and prior to the signing of this Agreement.

B. This agreement shall be automatically renewed from year to year thereafter unless either party shall give written notice sixty (60) days prior to the expiration date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the periods of negotiations.

C. Copies of this Agreement when executed shall be distributed to all employees of the Employer. The expense for printing and distribution of the Agreement shall be shared equally by the Union and the Employer. The parties agree to use 8 ½ by 11 commercially Xeroxed format.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be signed by their duly authorized representatives as of the BLANK. day of BLANK. .

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
WARREN COUNTY BOARD OF CHOSEN  
FREEHOLDERS

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL NO. 73 LOCAL 3287  
President

**SCHEDULE A**  
**NON-SUPERVISORY EMPLOYEES TITLES**

Range

02	Account Clerk
02	Account Clerk Typing
13	Accountant
16	Accounting Procedures Analyst
14	Administrative Assistant
10	Assistant County Superintendent Weights/Measures
12	Administrative Clerk
12	Administrative Clerk, Board of Taxation
12	Administrative Secretary
19	Assistant Executive Director, Office on Aging
19	Assistant Health Educator
10	Assistant Mechanic Supervisor
13	Assistant Planner
10	Assistant Supervisor Weights and Measures
06	Bridge Repairer
03	Building Maintenance Worker
01	Building Service Worker
15	Buyer
07	Carpenter's Helper
03	Chauffeur
15	Chief Clerk
03	Clerk Stenographer
03	Clerk Transcriber
02	Clerk Typist
07	Community Service Aide
07	Computer Operator/Principal Clerk Typist
05	Cook
18	Coordinator of Monitoring and Evaluation
13	Counselor/Penal Institution
12	County Domestic Preparedness Planner
09	County Park Ranger
03	Data Control Clerk
03	Data Entry Machine Operator
11	Data Processing Technician
03	Dietitian's Helper
02	Docket Clerk
12	Electrician
07	Electrician's Helper
07	Engineering Aide
08	Equipment Operator
10	Field Representative

13 Field Representative, Sr. Citizen Programs  
17 Field Representative, Health Education  
10 Food Service Supervisor  
01 Food Service Worker  
09 Four-H Program Assistant  
04 Groundskeeper  
03 Home Health Aide  
11 Head Cook  
12 Heavy Equipment Operator  
20 Health Educator  
02 Index Clerk  
02 Institutional Attendant  
11 Junior Librarian  
06 Juvenile Detention Officer  
04 Laborer  
01 Laundry Worker  
02 Library Assistant  
03 Library Clerk Driver  
01 Library Page  
06 Maintenance Repairer  
04 Maintenance Repairer Roads and Bridges  
10 Maintenance Repairer/ Carpenter  
10 Maintenance Repairer/Electrician  
07 Maintenance Repairer Foreman  
07 Maintenance Repairer/Low Pressure  
10 Maintenance Repairer/Mason  
10 Maintenance Repairer/Plumber  
07 Mason's Helper  
08 Mechanic  
08 Mechanic Diesel  
07 Mechanic Helper  
17 Network Administrator I  
13 Occupational Therapy Assistant  
08 Painter  
07 Painter's Helper  
14 Personnel Aide  
04 Personnel Clerk  
11 Planner  
06 Planning Aide  
08 Plumber  
07 Plumber's Helper  
14 Plumbing Inspector  
07 Principal Account Clerk  
07 Principal Clerk  
07 Principal Clerk Stenographer  
07 Principal Clerk Transcriber  
06 Principal Clerk Typist  
07 Principal Data Control Clerk

14 Principal Drafting Technician  
 13 Principal Employee Benefits Clerk, Typing  
 21 Principal Engineer  
 21 Principal Engineer Civil  
 21 Principal Engineer/Traffic  
 13 Principal Engineering Aide  
 13 Principal Engineering Aide/Traffic Analyst  
 15 Principal Librarian  
 15 Principal Librarian/Children  
 15 Principal Librarian/Reference  
 15 Principal Librarian/Tech. Services  
 07 Principal Library Assistant  
 11 Principal Payroll Clerk  
 19 Principal Planner  
 11 Principal Planning Aide  
 19 Principal Planner/Transportation  
 12 Principal Storekeeper  
 09 Principal Timekeeper  
 02 Probate Clerk  
 17 Program Coordinator, Hazardous Materials  
 12 Program Development Specialist  
 15 Program Specialist, Special Child Health Services  
 15 Project Coordinator, Juv. Couns. & Rehab.  
 20 Public Health Epidemiologist  
 11 Public Health Investigator  
 15 Public Health Partnership Coordinator (working title) Public Health  
 Coordinator (Civil Service Title)  
 09 Public Safety Telecommunicator  
 06 Public Safety Telecommunicator Trainee  
 09 Public Works Inspector  
 02 Recreation Therapy Aide  
 11 Road Construction Foreman  
 17 Sanitary Inspector  
 14 Sanitary Inspector Trainee  
 11 Secretarial Assistant  
 11 Secretary to Boards/Commissions  
 07 Security Guard  
 04 Senior Account Clerk  
 04 Senior Account Clerk/Typing  
 17 Senior Accountant  
 09 Senior Bridge Repairer  
 07 Senior Building Maintenance Worker  
 02 Senior Building Service Worker  
 17 Senior Buyer  
 06 Senior Cashier  
 05 Senior Clerk  
 05 Senior Clerk Stenographer  
 05 Senior Clerk Transcriber

05	Senior Clerk Typist
15	Senior Counselor/Penal Institution
05	Senior Data Control Clerk
05	Senior Data Entry Machine Operator
04	Senior Docket Clerk
07	Senior Drafting Technician
17	Senior Engineer
10	Senior Engineering Aide
12	Senior Execution Clerk
02	Senior Food Service Worker
09	Senior Groundskeeper
04	Senior Index Clerk
03	Senior Institutional Attendant
07	Senior Juvenile Detention Officer
02	Senior Laundry Worker
13	Senior Librarian
13	Senior Librarian Technical Services
05	Senior Library Assistant
06	Senior Mail Clerk
05	Senior Library Clerk Driver
09	Senior Maintenance Repairer
11	Senior Maintenance Repairer Painter
09	Senior Maintenance Repairer Roads and Bridges
11	Senior Maintenance Repairer/Carpenter
11	Senior Maintenance Repairer/Electrician
10	Senior Maintenance Repairer/Low Pressure
11	Senior Maintenance Repairer/Plumber
09	Senior Mechanic Diesel
11	Senior Mechanic
10	Senior Painter
08	Senior Payroll Clerk
06	Senior Personnel Clerk
17	Senior Planner
10	Senior Plumber
12	Senior Practical Nurse
05	Senior Probate Clerk
13	Senior Program Development Specialist, Cmnty. Service
15	Senior Program Development Specialist, Human Services
17	Senior Public Health Nurse-Environmental Health
11	Senior Public Safety Telecommunicator
04	Senior Recreation Therapy Aide
19	Senior Sanitary Inspector
09	Senior Storekeeper
09	Senior Traffic Maintenance Worker
09	Senior Traffic Maintenance Worker/ Sign Maker 2
11	Senior Tree Climber
11	Senior Welder
03	Site Manager, Nutrition Program

13 Social Worker  
15 Social Worker, Aging  
15 Social Worker, Nursing Home  
04 Stock Clerk  
07 Storekeeper  
09 Storekeeper (grandfathered employees 1/1/01)  
09 Storekeeper, Long Term Care  
16 Supervising Engineering Aide  
14 Supervising Planning Aide  
21 Supervising Planner  
15 Supervisor, Sr. Citizen Program Outreach & Referral  
17 Technician Management Information Systems  
10 Telecommunications System Analyst  
06 Traffic Maintenance Worker  
07 Trainee Weights and Measures  
07 Tree Climber  
06 Truck Driver  
07 Truck Driver Heavy/Road Repairer  
07 Truck Driver/Welder  
02 Vault Clerk  
03 Ward Clerk  
04 Weights and Measures Apprentice  
08 Welder  
04 Word Processing Operator

## ***ADDENDUM SECTION***

### **Addendum I: Article 25; Part-Time Employees**

As a caveat to Article 25; Part-Time Employees, it is agreed that five (5) part-time Site Managers and two (2) part-time Food Service Workers of the County Nutrition Program who work regularly scheduled hours annually, be permitted to have advanced unearned vacation time at the onset of each new calendar year. It shall be stipulated that no vacation time shall be advanced to any of the aforementioned employees beyond the number of hours/days accrued by said employees in the preceding calendar year.