



CLERK OF THE BOARD OF CHOSEN FREEHOLDERS
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Elaine A. Morgan
Clerk of the Board

County of Sussex

April 10, 2008

Ms. Donna Dolan, Representative
CWA Local 1083
1030 St. Georges Avenue, Suite 304
Avenel, NJ 07001

RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND THE CLERK OF THE BOARD TO SIGN THE COLLECTIVE BARGAINING AGREEMENT FOR EMPLOYEES REPRESENTED BY THE COMMUNICATIONS WORKERS OF AMERICA, A.F.L.-C.I.O., LOCAL 1083, SOCIAL SERVICES UNIT, AND IMPLEMENTATION OF THE COLLECTIVE BARGAINING AGREEMENT FOR EMPLOYEES REPRESENTED BY COMMUNICATIONS WORKERS OF AMERICA, A.F.L.-C.I.O., LOCAL 1083, SOCIAL SERVICES UNIT, FOR THE YEARS 2008, 2009, 2010 AND 2011

Dear Ms. Dolan:

The above-captioned Resolution was adopted by the Sussex County Board of Chosen Freeholders at its meeting held on April 9, 2008.

The Resolution authorizes the establishment of this title, as detailed in the Resolution.

Enclosed please find a certified copy of the Resolution for your files. If you need anything further, please do not hesitate to contact me.

Sincerely,

Elaine A. Morgan
Clerk of the Board
/eam

cc: County Administrator
Office of Budget Management
County Treasurer
Administrator, Department of Human services
Director, Division of Social Services
Administrator, Dept. of Central and Shared Services
(for forwarding to the NJ Dept. of Personnel)
County Counsel
Thomas Ryan, Esq.
Kerry Hart, President, CWA Local 1083-Social Services Unit

RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND THE CLERK OF THE BOARD TO SIGN THE COLLECTIVE BARGAINING AGREEMENT FOR EMPLOYEES REPRESENTED BY THE COMMUNICATIONS WORKERS OF AMERICA, A.F.L.-C.I.O., LOCAL 1083, SOCIAL SERVICES UNIT, AND IMPLEMENTATION OF THE COLLECTIVE BARGAINING AGREEMENT FOR EMPLOYEES REPRESENTED BY COMMUNICATIONS WORKERS OF AMERICA, A.F.L.-C.I.O., LOCAL 1083, SOCIAL SERVICES UNIT, FOR THE YEARS 2008, 2009, 2010, and 2011

WHEREAS, the Board of Chosen Freeholders' committee for negotiations and the representatives of the Communications Workers of America, A.F.L.-C.I.O., Local 1083, Social Services Unit, have reached tentative agreement on a renewal agreement for the Years 2008, 2009, 2010, and 2011; and

WHEREAS, the members of the Communications Workers of America, A.F.L.-C.I.O., Local 1083, Social Services Unit, ratified the tentative agreement on April 2, 2008.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex hereby authorizes the Freeholder Director and the Clerk of the Board to sign the Collective Bargaining Agreement between the County of Sussex and the Union for the Social Services Unit; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby authorizes the implementation of the Collective Bargaining Agreement between the County of Sussex and the Union, attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders does hereby establish salary ranges for CWA Local 1083-Social Services Unit members for the Years 2008, 2009, 2010, and 2011, as per Appendix found in the Collective Bargaining Agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution, with Agreement and Appendix attached, be forwarded to the Sussex County Administrator; Sussex County Office of Budget Management; County Treasurer; Administrator, Department of Human Services; Director, Division of Social Services; Administrator, Department of Central and Shared Services (for forwarding to the NJ Dept. of Personnel); Sussex County Counsel; Thomas Ryan, Esq., Labor Counsel, Laddey, Clark & Ryan, 60 Blue Heron Road, Sparta, NJ 07871; Kerry Hart, President, CWA Local 1083-Social Services Unit; and Donna Dolan, Representative, CWA Local 1083, 1030 St. Georges Avenue, Suite 304, Avenel, NJ 07001.

Certified as a true copy of the Resolution adopted by the Board On the 9th day of April, 2008.

Elaine A. Morgan
 Elaine A. Morgan, Clerk
 Board of Chosen Freeholders
 County of Sussex

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	N.V.	ABS	MOVE	SEC
Crabb	✓					✓
Parrott	✓					
Vetrano	✓					
Wirths	✓					
Zellman	✓				✓	

N.V. - Not Voting SEC - Resolution Seconded
 MOVE - Resolution Moved ABS - Absent

AGREEMENT

Between

**SUSSEX COUNTY
BOARD OF CHOSEN FREEHOLDERS**

and

**COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO**

LOCAL 1083 - SOCIAL SERVICES UNIT

2008 - 2011

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Salary Ranges- 2008-2011 Social Services Unit..... APPENDIX

THIS AGREEMENT, effective the first day of January, 2008, is entered into by and between the Board of Chosen Freeholders for the County of Sussex (hereinafter referred to as the "**County**") and the Communications Workers of America, AFL-CIO, and its Local No. 1083 (hereinafter referred to as the "**Union**").

ARTICLE I - RECOGNITION

In accordance with the Certification of the New Jersey Public Employment Relations Commission dated October 15, 1971, as supplemented by agreement of the parties and as supplemented by the Certification of the New Jersey Public Employment Relations Commission dated August 17, 1976, the County recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all the employees employed by the County of Sussex, assigned to the Division of Social Services (Agency), but excluding craft employees, managerial executives, police, confidential employees, and other supervisory employees within the meaning of the Act and all other employees of the County of Sussex.

ARTICLE 2 - MANAGEMENT RIGHTS

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

- a) To exercise all management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this agreement;
- b) To the executive management and administrative control of the County Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees;
- c) To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the County;
- d) To reprimand, suspend, demote, discharge or otherwise discipline employees for just cause;
- e) To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment in accordance with New Jersey Department of Personnel rules and regulations;
- f) To determine the number of employees and the duties to be performed;

- g) To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;
- h) To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the County;
- i) To relieve employees from duty because of lack of work, lack of funding, or legal cause, in accordance with State Department of Personnel rules;
- j) To determine the amount of overtime to be worked;
- k) To determine the methods, means and personnel by which its operations are to be conducted;
- l) To determine the content of work assignments in accordance with New Jersey Department of Personnel job descriptions;
- m) To exercise complete control and discretion over the organization and the technology used to perform its work;
- n) To subcontract for any existing or future service as determined necessary by the County as limited by Section 3, below;
- o) To make or change County rules, regulations, policies, and resolutions as the County may from time-to-time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the County subject to the limitations contained in this Agreement and in law; and
- p) To generally manage the affairs of the County, attain and maintain full operation efficiency and productivity and to direct the work force.

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

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

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

Section 5: The County and the Union understand and agree that all rules promulgated by the New Jersey Department of Personnel concerning any matter whatever not specifically covered in this Agreement shall be binding upon both parties.

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

ARTICLE 3 - PAY PERIODS

Section 1: Beginning 1 July 2002, all employees shall be paid on a semi-monthly basis. There shall be two payroll periods in each month. The first semi-monthly pay period will be defined as the First (1st) of the month through the Fifteenth (15th) of the month. The second semi-monthly pay period will be the Sixteenth (16th) of the month through the last day of the month. Pay dates shall be the 3rd of every month for the first semi-monthly pay period and the 18th of every month for the second semi-monthly pay period.

Section 2: To effect this change, all (Social Services) employees shall receive the equivalent of 1/52nd of their annual salary on or before 28 June 2002 so that they will have received one-half of their annual 2002 salary prior to 30 June 2002. In addition, any employee who may have left the employ of the County between 2 January 2002 and 30 June 2002 shall receive a prorated portion of their salary. This will occur so these employees are treated as all other employees who have remained with the County through the entire first six (6) months of 2002.

Section 3: In every year, annual salaries are divided by 1827 hours to determine the hourly rate. Likewise, annual salaries are divided by 261 workdays to determine the daily rate of pay.

Section 4: In those cases when a payday, the 3rd or the 18th of the month, occur on a Saturday, Sunday or Holiday, the paycheck shall be issued to the employee on the last workday preceding the aforementioned Saturday, Sunday or Holiday. In the event said last workday would occur in a prior reporting quarter, the paycheck shall be issued on the next workday occurring in the current quarter.

Section 5: Under the former biweekly payroll method, the Union recognized that employees hired after May 1991 were subject to a payroll delay of ten (10) workdays, which shall continue. These employees have previously had and will in the future have ten (10) workdays' pay held back from them. Under the semi-monthly method as under the former biweekly payroll method, should an employee's last workday be a payday, the employee would be eligible for a credit of ten (10) workdays' pay. Should an employee's last workday not be a payday, then the last pay would be prorated accordingly.

Under the former biweekly payroll method, any employee hired on or before May, 1991, received his/her payroll eight (8) workdays in advance of the completion of the period for which

the employee was paid. With the semi-monthly payroll method, these employees continue to be paid eight (8) workdays in advance of the completion of the work period, e.g., the July 3rd paycheck covers the period July 1 through 15.

ARTICLE 4 - DUES CHECKOFF AND REPRESENTATION FEE

A. Dues Checkoff for Union Members

The County, upon receipt of a duly executed authorization assignment form acceptable to the County, agrees to deduct from the first and second paycheck each month of employees covered by this Agreement who have executed said form, the established dues of the Union, subject, however, to the provision of NJSA 52-14-15.9e. It is further agreed that the County shall remit such deductions to the Union prior to the 15th day of the month following the month for which such deduction is made. Dues shall be such amount as may be certified to the County by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

B. Representation Fee for Non-Members

1. Subject to the provisions of applicable laws and regulations and the conditions set forth below, during the term of this Agreement, the Union shall be entitled to a representation fee not to exceed 85% of regular Union dues. The representation fee shall be deducted from the salaries of employees in the Unit who are not members of the Union, provided, however, that membership in the Union is available to all employees in the Unit on an equal basis and the representation fee in lieu of dues shall be available only so long as the Union remains majority representative of the employees in the Unit and maintains a demand and return system which complies with the provisions of applicable laws and regulations.
2. The Union shall certify to the County that the Amount of such representation fee in lieu of dues was determined in accordance with applicable law. In no event shall such fee exceed 85% of the Union's regular membership dues. Such deductions shall be made in the amounts certified in writing to the County by the Union.
3. In no case shall the representation fee in lieu of dues be deducted sooner than the thirtieth (30th) day following the beginning of an employee's employment in a position included in the Bargaining Unit.

C. Transmittal

1. The County shall transmit to the Union:
 - a) A check for the total amounts deducted, and
 - b) A statement setting forth the names of the Unit members for whom dues or representation fees in lieu of dues were deducted.
2. The check and statement shall be mailed by the fifteenth (15th) day of the month following the month for which the deduction was made.

D. Union Obligations

1. The provisions of this Article are conditioned upon the Union's compliance with all requirements set forth by statute or regulation.
2. The Union hereby agrees to indemnify and save the County harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken or not taken by the County for the purpose of complying with any of the provisions of this Article, or in reliance upon any notice furnished under any provision of the Article.

ARTICLE 5 - HOURS OF WORK

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

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

Overtime

Section 3: All employees shall be expected to complete their work in the time allotted for the normal working day.

Section 4: Any employee scheduled by the department head in accordance with the County's policy to work in excess of his/her regular work week shall be paid at the rate of time and one-half for all hours the employee works in excess of his/her regular work week. An employee who is scheduled to work a regular Monday to Friday work week and works on a Saturday, shall receive time and one-half for all hours s/he works on said Saturday, provided that any absence during the regular work week is justified.

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

Section 5: Part-time employees will receive overtime pay only for those hours they work in excess of the normal work week in their department (35).

Section 6: All overtime and/or extra hours must be authorized by the County by budget appropriation and specifically scheduled by the department head.

Section 7: The County reserves the right to offer compensatory time off in lieu of paid overtime. The employee retains the right to refuse compensatory time in lieu of paid overtime. Compensatory time off in lieu of paid overtime shall be in accordance with the Fair Labor Standards Act (FLSA) and the following procedure:

- a) Prior approval must be secured from the Division Head or authorized representative before any overtime is worked and compensatory time off is accrued.
- b) Accurate records showing when the time is earned and when it is taken must be kept by the Division Head or authorized representative in compliance with the FLSA and County policy. Compensatory time in lieu of paid overtime shall be earned at the same rate as paid overtime.
- c) Compensatory time off must be reported on leave requests. Employees are responsible for submitting a leave request to use the compensatory time within 120 calendar days of earning it, with first and second choices. Failure of the employee to request to use the compensatory time within the time limits shall result in forfeiture. The Division Head or authorized representative will approve either the first or second choice at his/her discretion. The employee's first choice will not be unreasonably denied.
- d) Under no circumstances will compensatory time off be granted before it is earned.
- e) An employee leaving County employment will be paid for any unused compensatory time remaining when separation takes place. The estates of deceased employees shall be paid for the compensatory time.
- f) Compensatory time off shall not exceed an accumulated total of 35 hours.

ARTICLE 6 - NON-DISCRIMINATION AND DUE PROCESS

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

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

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

Section 4: Where management intends to impose discipline, written notice shall be given to the employee. Such notice shall contain a specification of the nature of the charge, general description of the alleged acts and/or conduct upon which the charge is based, and the nature of the discipline. No discipline will be implemented until the completion of Step 3 of the Grievance Procedure wherever possible and unless the discipline involves a matter affecting the health and/or safety of an employee or the public.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definition

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

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

(2) that employee(s) has/have been treated unfairly or inequitably by reason of any act or condition which is contrary to established County policy or administrative practice governing or effecting employees. However, any matter for which: (a) a precise method of review is prescribed by State Statute or rule having the force and effect of law, or (b) the County is without authority to act, shall not be permitted to go to arbitration.

B. Procedure

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

Level 1: An employee with a grievance may request a meeting with his/her immediate supervisor, with the objective of resolving the matter informally. If an impasse occurs, the employee shall reduce the grievance to writing and may request a meeting with the Division Head. The Division Head shall render a decision, in writing, within fifteen (15) work days of the date of the written grievance.

Level 2: If the aggrieved is not satisfied with the disposition of the grievance at Level 1, within ten (10) work days from receipt of the reply to the grievance from the Division Head, the

employee will inform the Department Administrator in writing that the grievant wishes to have a non-public meeting with the Department Administrator. The Department Administrator shall schedule and conduct a meeting within ten (10) work days of receipt of the appeal to the Department Administrator and shall render a decision within ten (10) work days of said meeting.

Level 3: If the grievance or dispute has not been satisfactorily resolved pursuant to Levels 1 and 2, the Union shall present it to the County Administrator, or his/her designated representative within five (5) work days after receiving the response from Level 2, or within five (5) work days after the response was due. The County Administrator or his/her designee shall settle the matter and respond in writing within ten (10) work days. If the County Administrator intends to convene a hearing into the matter, the time for this step shall be extended to fifteen (15) work days, provided the Union has been notified, in writing, of this intent within fifteen (15) work days after the matter has been presented to the County Administrator. This notice shall specify the time and date of the hearing.

Level 4: If no settlement of the grievance or dispute has been reached between the parties, the Union may move the grievance or dispute to arbitration within thirty (30) calendar days of either (a) receiving the County Administrator's/designee's response, or (b) from when the response was due.

Arbitration

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

The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement, render his/her award, in writing, which shall be final and binding.

The cost of the arbitrator's fee shall be born equally by the parties.

C. Extension and Modifications

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

D. Group or Policy Grievance

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

ARTICLE 8 - MEDICAL BENEFITS

Section 1 - Health & Medical: Employees are eligible to receive health and medical benefits provided under the Horizon Blue Cross/Blue Shield of New Jersey Program in effect January 1, 2005. Such employees have the option of selecting one of the following plans: Traditional Indemnity, Point of Service (POS), Preferred Provider Organization (PPO) and Direct Access (DA). The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County. For employees hired after January 1, 2005, the County's annual premium contribution shall be limited to the premium in effect for the Horizon Blue Cross/Blue Shield of New Jersey POS program. Employees hired after January 1, 2005, shall be responsible for reimbursing the County of Sussex on a quarterly basis for premium charges for the Traditional Indemnity, PPO, or Direct Access in excess of the POS premium.

The following plan amendments shall take place with the execution of this Agreement:

- **Traditional Plan:**
 - Annual deductible for an individual shall increase from \$100 to \$200 per year; annual family deductible shall increase from \$200 to \$400 per year.
 - Maximum out of pocket expense shall increase from \$400 to \$800.
- **PPO/DA:**
 - Physician office visit co-pay (primary and specialist) shall increase from \$5 to \$10.
 - Maximum out-of-pocket expense shall increase from \$800 to \$1,200.
- **POS :**
 - No changes from 2005-2007 Agreement.

Section 2 - Prescription Drugs: Employees are eligible for a prescription drug program which includes a \$1.00 co-pay for generic, a \$10.00 co-pay for name brand prescriptions, and a \$25.00 co-pay for non-preferred prescriptions. The County shall offer a mail-order prescription service to provide three (3) months' supply of prescription at two times the co-pay for a one-month supply of non-mail order prescriptions. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid by the County. Out-of-pocket expenses for prescription co-payments shall be limited to \$1,000 per individual and \$2,000 per family.

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

Section 4 - Reimbursement for Vision Costs: Effective January 1, 2002, the County agrees to reimburse an employee or dependent up to \$50.00 for regular prescription corrective lenses and up to \$60.00 for bifocal or more complex prescription corrective lenses. Employees or

dependents are eligible for a total of no more than one reimbursement each year. Receipts, indicating amounts paid by health insurance if any, shall be submitted to the County to be eligible for reimbursement but the amount paid by the health insurance and the reimbursement shall not exceed 100% of the costs. Eligibility for this program shall begin after two months of employment for new employees and shall cease when the employee is no longer actively employed which includes, but is not limited to, leaves of absence, suspensions without pay, retirement/resignation, etc..

Section 5: Coverage for the medical program and/or the prescription program shall begin after two months of employment. Coverage shall begin the first of the month after two (2) months of employment for the Dental Program, providing that the proper application is completed and filed timely with the Office of Employee Services.

Section 6: The County agrees to continue to pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for the Medical Insurance described in Section 1 provided such persons retire from County service after twenty-five (25) years or more of service credit in the New Jersey State Pension System or for employees who receive a disability retirement regardless of the years of service. Such retirees must apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. Employees hired after the execution of this Agreement shall be eligible for medical benefits paid by the County after twenty-five (25) years or more of service in the New Jersey State Pension System, including the last fifteen (15) years of employment with the County of Sussex.

For employees who retire effective January 1, 1991, or thereafter, the County agrees to pay the premium charges for the prescription program described in Section 2, and for the dental program described in Section 3, provided such persons retire from County service after twenty-five (25) years or more of service credit in the New Jersey State Pension System or for employees who receive a disability retirement regardless of the years of service. The prescription and dental care programs are administered by the County in accordance with the contracts with the respective insurance carriers. Employees hired after the execution of this Agreement shall be eligible for prescription benefits paid by the County after twenty-five (25) years or more of service in the New Jersey State Pension System, including the last fifteen (15) years of employment with the County of Sussex

The County agrees to continue to pay the premium charges for certain eligible retirees hired after the execution date of this Agreement and their eligible dependants (but not including survivors) for the Medical Insurance described in Section 1 provided such persons retire from County service after twenty-five (25) years or more of service credit in the New Jersey State Pension System and who have their final fifteen (15) years of service with the County of Sussex or for employees who receive a disability retirement regardless of the years of service. Such retirees must apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements.

Section 7:

- (a) The County agrees to reimburse eligible employees for their premium charges under Part B of the Federal Medicare Program for themselves and their eligible immediate family members, provided the County voucher is returned by the employee to the Treasurer's Office during July and January for the previous six (6) months.
- (b) The County agrees to reimburse retirees with twenty-five (25) years or more of service credit in the New Jersey State Pension System or retirees eligible for disability retirement regardless of the years of service for their premium charges under Part B of the Federal Medicare Program for themselves and their eligible immediate family members, provided a County voucher is returned to the Treasurer's Office during July and January for the previous six (6) months.
- (c) The County agrees to provide written notification to eligible employees and qualified retirees of their eligibility for this reimbursement prior to the party's 65th birthday.

Section 8: Employees who are granted a leave of absence without pay should refer to Article 20, Section 5.

Section 9: Upon an employee's termination, all insurance coverage will be discontinued the first of the month after one month, or as otherwise specified by the insurance carrier.

Section 10: All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance.

The minimum number of hours worked for eligibility for health and medical benefits will increase from 25 per week to 35 per week effective January 1, 2008. Employees hired prior to January 1, 2008, but after March 1, 1996, will continue to be eligible unless their hours decrease to less than 25 per week. Employees eligible prior to March 1, 1996, will continue to be eligible until or unless their hours decrease to less than 20 per week.

Current employees ineligible for coverage (i.e. work less than 20 hours) will continue to be ineligible for coverage unless or until their hours are increased to at least 35 hours per week.

ARTICLE 9 - NO STRIKE PLEDGE

Section 1: The Union assures and pledges to the County that its goals and purposes are such that it does not condone strikes or threats thereof by public employees, or work stoppages, slowdowns or any other such actions which would interfere with service to the public or violate the Constitution and the laws of the State of New Jersey; and the Union and the employees agree they will not initiate or participate in such activities nor advocate or encourage members of the unit to initiate or participate in the same; and the Union will not support anyone acting contrary to this provision.

Section 2: Nothing stated elsewhere in this Article shall alter the parties' rights to seek judicial relief in law or in equity. Further nothing contained herein in any way diminishes any right the County may have under Article 2, Management Rights.

Section 3: The County agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 10 - FULLY BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE 11 - PROMOTIONS

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

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

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

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

No employee shall receive a pay cut on promotion.

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

Section 5:

(a) TEMPORARY ASSIGNMENTS: The purpose and intent of this section is to insure an employee is compensated for performing the duties assigned to another employee in a higher position. It is not intended to provide additional compensation for duties which fall adequately within an employee's current title. An employee required to perform the duties of a position in a higher range shall be granted a salary increase as described in Section 3 above after more than ten (10) consecutive work days of such performance, retroactive to the first day. An employee may request written confirmation from his/her supervisor on the appropriate form of the title and salary before she/he performs such duties or continues to perform such duties.

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

(b) In addition to the provisions of "a" above, any five (5) consecutive work days worked in a higher range are accumulated and if and when the employee accumulates twenty (20) such days in a calendar year, then a salary increase shall be granted as described in Section 3, above, retroactive to the first day.

ARTICLE 12 - SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel (Civil Service), or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 13 - BEREAVEMENT - PERSONAL LEAVE

Employees who are on the payroll on January 1st of any year shall be entitled to:

- A. BEREAVEMENT: Up to three (3) days leave of absence per incident, with pay, for time lost from work due to the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, step-child, foster child, step-parent, foster parent, niece, nephew, aunt, uncle or any other relative who lives in the employee's home or person residing in an employee's household with whom the employee has a spousal relationship.
- B. PERSONAL: Full-time employees shall receive three (3) days leave per year for personal leave, with pay, non-accumulative. No personal leave shall be taken for less

than a half day and providing it is mutually agreed by the employee and the supervisor. An employee must give his/her supervisor twenty-four (24) hours notice when possible before taking personal leave. Requests to use personal leave for emergencies, with less than 24 hours notice, shall not be unreasonably withheld. The County shall approve the personal leave unless there is a shortage of staff or peak work load periods.

Employees hired after January 1st of any year shall accrue one (1) bereavement day pursuant to Section A, Paragraph 1, and one (1) personal day after each four (4) months of continuous employment during the calendar year, subject to the conditions set forth above.

ARTICLE 14 - SNOW DAYS

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

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

Should the County close County offices before the start of a work day or declare a delayed opening, all non-essential employees scheduled to work that day will be credited with a day's work. (There shall be no charge against his/her benefit leave time.) Non-essential employees who were scheduled for benefit leave time or for an "off day" prior to the declared snow day, early closing, or late opening, shall not receive compensatory time off or overtime.

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

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

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

ARTICLE 15 - LEAVE OF ABSENCE FOR UNION PURPOSES

The County shall, at the Union's written request, grant a leave of absence with pay to attend an official Union convention or an authorized group meeting of Union representatives but not to exceed eight (8) days or 112 hours in any year. Request for such leave shall be made in writing no later than three (3) working days prior to the leave when possible. Such leave shall be granted provided that it will not interfere with the efficient operation of the Agency. Payment for said time shall be at the regular rate of pay. No overtime shall be paid for leaves of absence for union purposes.

ARTICLE 16 - VACATIONS

Section 1: Full-time employees shall be granted vacation leave as follows:

- One (1) working day for each month of service or major fraction thereof during the first year;
- After one (1) year of service through five (5) years of service twelve (12) working days per year;
- After five (5) years of service through twelve (12) years of service, fifteen (15) working days per year;
- After twelve (12) years of service through twenty (20) years of service, twenty (20) working days per year;
- After twenty or more years of service, twenty-five (25) working days per year.

Section 2: Employees shall be credited on January 1 with any new vacation entitlement which they become eligible for during that calendar year by virtue of achieving a new vacation plateau.

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

Section 4: Employees shall submit requests for vacation times of five consecutive work days or more to the department/agency head in writing no later than four weeks before his/her requested vacation, with first and second choices. The department/agency head shall answer the request in writing within five (5) working days from submission of request. The requested vacation shall be scheduled where practical on the basis of seniority. Vacations of less than five (5) consecutive work days should be requested in writing ten (10) working days, where possible, before the requested vacation leave. The department/agency head should answer the request in writing within five (5) working days from submission of the request. Should an employee submit a request for vacation time less than ten (10) days before the vacation leave, the department/agency head shall answer said request in writing no later than two (2) working days from submission of the request.

Exceptions to the above minimum request times will be allowed if work load permits.

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

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

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

ARTICLE 17 -SICK LEAVE

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

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

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

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

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

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

1. Absences for five or more consecutive working days,
2. Following absences for periods totaling 10 unexcused (absences for which no medical evidence has been presented) work days in one calendar year consisting of periods of less than five consecutive days,
3. An employee currently suffering from a catastrophic health condition or injury which necessitates the employee's recurring absences from work, may submit acceptable medical evidence for a maximum of 90 days. Extensions of a maximum of 30 days will be considered on a case-by-case basis. Unlike

medical evidence required for other County policies, the medical evidence required for recurring absences shall indicate the nature, severity, and anticipated duration of the disability.

4. An employee who is needed to provide care to a member of the employee's immediate family¹ who is currently suffering from a catastrophic health condition or injury which necessitates the employee's recurring absences from work, may submit acceptable medical evidence for a maximum of 90 days. Extensions of a maximum of 30 days will be considered on a case-by-case basis. Unlike medical evidence required for other County policies, the medical evidence required for recurring absences shall indicate the severity, and anticipated duration of the disability.
5. Upon issuance of a disciplinary notice, see (d) below.
6. The County and its representatives retain the right to require acceptable medical evidence and/or initiate progressive discipline whenever there is reasonable cause to suspect abuse of sick leave. Supervisors may deny the use of sick leave for any valid reason and must advise employees of the reason for such denial.

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

(d.) Disciplinary Notice: An employee who has been absent for periods totaling 10 or more unexcused (absences for which no medical evidence has been presented) work days in one calendar year consisting of periods of less than five consecutive days without prior acceptable medical evidence, may be given a disciplinary notice.

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

¹ Immediate Family is spouse, child, or parent. See County Policy on Family and Medical Leave for further details of immediate family definitions.

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

An employee who is required to provide acceptable medical evidence and who fails to supply the evidence shall be suspended, without pay, for each unexcused absence. Also, an employee who has exhausted his/her accumulated sick leave shall be suspended, without pay, for each absence. If acceptable medical evidence is supplied, the employee may be granted a leave of absence, without pay, pursuant to Article 20, Section 1.

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

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

Section 5: An employee upon retiring shall be paid for one-half of the unused sick leave she/he accumulated up to a maximum of \$15,000. The employee shall be compensated for this accumulated time at his/her daily rate of pay at the date of retirement. The employee shall forfeit this payment if the resignation/retirement is not in good standing.

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

- Upon completion of 5 through 10 years of service = 1/8 up to \$15,000
- Upon completion of 11 through 20 years of service = 1/4 up to \$15,000
- Upon completion of 21 years or more = 1/2 up to \$15,000

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

Section 7: Employees who use five (5) days or less of sick leave per year are permitted, at their option, to sell back up to 5 unused sick days, in full day increments, to the County. An employee whose bank of sick days is equal to thirty (30) days or more on January 1st, and who uses five (5) days or less of sick leave in the prior year, may sell back up to an additional five (5) days for a total of ten (10) days.

The payment will be made in March of the following year at the prior year's rate. To be eligible the employee must be full time, work the entire year, and not have any leaves of absence or suspensions during the year.

ARTICLE 18 -HOLIDAYS

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

New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day

Also to be observed are any other holidays declared by the legally constituted authorities of the County, Governor or President. The term holiday shall refer to the observed holiday unless otherwise stated.

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

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

ARTICLE 19 - JURY DUTY

The County agrees to continue its current Jury Duty Policy of allowing time off, with pay, in addition to the jury salary.

ARTICLE 20 - LEAVES OF ABSENCE

Section 1: The types of Leave of Absence are (a) those described by the State and Federal Family and Medical Leave Act in accordance with N.J.A.C. 4A:6-1.21A and N.J.A.C. 4A:6-1.21B or (b) personal leave which may include but is not limited to leaves for personal, business or educational reasons. Leaves of Absence under part (b) must be taken for a minimum of one (1) month. Leaves of Absence under part (a) may be taken for less than one (1) month, only when sought for a serious health condition, when no other earned sick leave time remains and when an appropriate physician's certification is supplied to the Division Director prior to taking leave. To be eligible for a leave of absence, the employee shall be employed by the County at least twelve (12) months prior to the requested leave. The Appointing Authority with the approval of the County may grant the privilege of a leave of absence without pay to an employee for a period not less than one (1) month and not to exceed one year, which may be renewed for an additional period only by formal action of the Appointing Authority with a Resolution of the Board of Chosen Freeholders.

Employees who fail to attend work as required (absent) and do not have leave time to charge for said nonattendance shall be "docked" for the lost time.

The parties recognize that under New Jersey Department of Personnel rules, an employee is required to be permanent before granted leave of absence. If the County agrees to grant a non-permanent employee a leave of absence and the New Jersey Department of Personnel does not approve such leave of absence, the parties and the employee agree to adhere to the New Jersey Department of Personnel's decision.

The County acknowledges that it is subject to changes in family leave benefits as enacted into law by the State of New Jersey.

Section 2 - Maternity Leave of Absence.

Employees may request a maternity leave of absence, without pay, as mentioned in Section 1.

A Maternity Leave of Absence shall be for a period of not more than one (1) year. The employee may elect to return at an earlier date, provided the employee is deemed medically fit to resume the duties and responsibilities of her position.

Section 3: Military and all other leaves shall be granted in accordance with N.J.A.C. 4A:6-1.11. "Leaves of Absence."

Section 4: An employee on any type of leave of absence shall be responsible for the employee's share of pension and contributory insurance as per Division of Pensions regulations.

Section 5: The County shall pay the medical insurance premiums, prescription program premiums and/or dental premiums for an employee on medical leave of absence for a maximum of the first three (3) months provided the employee supplies the County with a medical certificate verifying she/he cannot work. Thereafter, the employee shall be entitled to continue their coverage in accordance with the Federal C.O.B.R.A. laws.

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

Within 5 days of return from leave of absence, an employee shall be responsible for completing re-enrollment form.

An employee on leave of absence shall not be reimbursed for Medicare B.

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

ARTICLE 21 -WORKERS' COMPENSATION LEAVE

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

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

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

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

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

ARTICLE 22 - PERSONNEL FILES

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

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

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

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

ARTICLE 23 - SENIORITY

Seniority, which is defined as continuous employment with the County from the date of most recent hire, will be given due consideration by the County.

In considering employees for promotion, all other factors being equal, seniority will be the deciding factor subject to Department of Personnel (Civil Service) rules and regulations. When vacation requests conflict, the senior employee shall be given preference of vacation in the event multiple requests are submitted prior to the end of the approval time period.

ARTICLE 24 - EDUCATIONAL LEAVE

Time off not to exceed four (4) hours per week may be granted for an employee, including a provisional employee who has been a full-time employee (or full time equivalent for part timers) of the Agency for twelve (12) continuous months, to attend job-related courses which can only be attended during working hours. Request for such time off shall be submitted in writing. The time may be granted, at the discretion of the Division Head, based on the merits of the individual case and efficient operation of the Agency.

ARTICLE 25 - TUITION REIMBURSEMENT

Section 1: The County agrees to appropriate monies for the unit totaling six hundred dollars (\$600.00) annually (non-accumulative under State regulations) to provide a fifty percent (50%) tuition reimbursement to employees of the Social Services Division who intend to take a course which is clearly job-related. The County shall provide a fifty percent (50%) reduction in tuition cost for employees taking courses at the Sussex County Technical School who present valid photo identification to the School. This 50% discount shall be applied before the tuition reimbursement described above is processed.

When the \$600.00 appropriation is expended, there will be no further reimbursement.

Section 2: To be eligible for the program, said employee must be permanent or an employee of the County at least twelve (12) continuous months. Part time employees are eligible for pro-rata share of tuition reimbursement based on the minimum average hours per week. A maximum of 3 credits per employee, per year, is eligible for reimbursement up to the unit maximum of \$600.00.

The courses must be taken at an accredited institution approved by the Personnel Director.

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

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

Section 4: The tuition reimbursement program will be administered by the Personnel Director.

ARTICLE 26 - MISCELLANEOUS

- A. Job Vacancies: Notice of job vacancies, which the County intends to fill, will be posted for five (5) working days, except in exceptional circumstances, provided prior written notice is given to the Union.
- B. Newly-Hired Employee: The County agrees to give the Local Union President written notice of the name, title and salary of newly-hired employees in the Bargaining Unit.

ARTICLE 27 - SAFETY

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

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

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

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

Section 5: The Union shall have one (1) representative on the County-wide health and safety committee and the Union shall be notified of all meetings.

ARTICLE 28 - CHILD CARE COMMITTEE

The Union and the County agree to establish a joint labor-management study committee to investigate child care needs among County employees and possible solutions to identified problems. The Union shall have one (1) representative on the County-wide committee.

This shall in no way obligate the County to implement any proposed solutions and the Union shall be notified of all meetings.

ARTICLE 29 - TRAVEL

The County agrees to continue, for the duration of this Agreement, its current practice of providing vehicles for official County business. When an employee is authorized to use his/her own vehicle, said employee shall be reimbursed for said use provided that a voucher in the prescribed form is submitted to their supervisor. Employees who use their own cars shall submit a "Certificate of Insurance" and be reimbursed at the current rate of reimbursement established by the Internal Revenue Service (IRS).

Employees shall not be required to use their own vehicles.

ARTICLE 30 - LONGEVITY

Section 1: To be eligible for longevity, an employee must be full time and permanent. Part-time permanent employees who work at least seventeen and one-half (17.5) hours per week or more, shall be granted longevity pro rata based on the following formula:

Divide the number of hours worked per week by the regular Agency hours (35). This fraction will then be multiplied by the full-time longevity amount to obtain a total.

Years of completed service shall be computed on a full calendar year from January 1 to December 31 in accordance with the following schedule (schedule based on full-time employment). Employees shall be credited on January 1 with any new longevity entitlement for which they become eligible during the calendar year:

Length of Service	2008	2009	2010	2011
5 through 9 years	\$ 700	\$ 750	\$ 800	\$ 850
10 through 14 years	\$ 800	\$ 850	\$ 900	\$ 950
15 through 19 years	\$ 950	\$ 1,000	\$ 1,050	\$ 1,100
20 through 24 years	\$ 1,100	\$ 1,150	\$ 1,200	\$ 1,450
25 years or more	\$ 1,500	\$ 1,550	\$ 1,600	\$ 1,650

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

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

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

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

ARTICLE 31 - WAGES & SALARY RANGES

Section 1:

- (a) Effective January 1, 2008, the minimum of each range shall be increased by 1.5%.
- (b) Effective January 1, 2008, the maximum of each range shall be increased by 2.75%.
- (c) Effective January 1, 2009, the minimum of each range shall be increased by 1.5%.
- (d) Effective January 1, 2009, the maximum of each range shall be increased by 2.75%.
- (e) Effective January 1, 2010, the minimum of each range shall be increased by 1.5%.
- (f) Effective January 1, 2010, the maximum of each range shall be increased by 2.75%.
- (g) Effective January 1, 2011, the minimum of each range shall be increased by 1.5%.
- (h) Effective January 1, 2011, the maximum of each range shall be increased by 2.75%.

Section 2:

- (a) Effective January 1, 2008, each employee's annual salary shall be increased by 2.75%.
- (b) Effective January 1, 2009, each employee's annual salary shall be increased by 2.75%.
- (c) Effective January 1, 2010, each employee's annual salary shall be increased by 2.75%.
- (d) Effective January 1, 2011, each employee's annual salary shall be increased by 2.75%.

Section 3:

- (a) Effective January 1, 2008, each employee with twenty-one (21) or more years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$550 increase to their base salary.
- (b) Effective January 1, 2008, each employee with fourteen (14) through twenty (20) years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$375 increase to their base salary.
- (c) Effective January 1, 2008, each employee with one (1) through thirteen (13) year(s) of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$225 increase to their base salary.
- (d) Effective January 1, 2009, each employee with twenty-one (21) or more years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$575 increase to their base salary.
- (e) Effective January 1, 2009, each employee with fourteen (14) through twenty (20) years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$400 increase to their base salary.
- (f) Effective January 1, 2009, each employee with one (1) through thirteen (13) year(s) of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$250 increase to their base salary.
- (g) Effective January 1, 2010, each employee with twenty-one (21) or more years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$600 increase to their base salary.

- (h) Effective January 1, 2010, each employee with fourteen (14) through twenty (20) years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$425 increase to their base salary.
- (i) Effective January 1, 2010, each employee with one (1) through thirteen (13) years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$275 increase to their base salary.
- (j) Effective January 1, 2011, each employee with twenty-one (21) years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$608 increase to their base salary.
- (k) Effective January 1, 2011, each employee with fourteen (14) through twenty (20) years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$431 increase to their base salary.
- (l) Effective January 1, 2011, each employee with one (1) through thirteen (13) years of service to the County of Sussex, and who are not currently at the maximum of their salary range, shall receive a \$281 increase to their base salary.

Section 4:

In no instance shall any employee be paid less than the minimum of the range or more than the maximum of the range.

Section 5:

- (a) To be eligible for the salary increase on January 1, 2008, an employee must be in the employ of the County on the date this contract is signed.
- (b) Any employee, who retired prior to the date this contract was signed, shall be granted pro rata salary increases for the time worked.
- (c) The estate of a deceased employee who died prior to the date this contract was signed shall receive the employee's pro rata salary increase for the time worked.

ARTICLE 32 – LABOR/MANAGEMENT COMMITTEE

At the request of either party (CWA 1083 and/or Division Head) a monthly meeting shall be held to discuss issues of mutual concern.

On a date mutually agreed upon by the parties, there will be a quarterly meeting of a committee representing the County senior management and a committee representing the Union to discuss mutual problems. These quarterly meetings shall not be for the purpose of hearing grievances or negotiations. Meetings shall be scheduled, whenever possible, to start between 9:00 a.m. and 11:00 a.m.

These meetings may be combined with the CWA Local 1032 Labor/Management Committee with the agreement of CWA Local 1032, CWA Local 1083, and the County.

ARTICLE 33 – BREAKS

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

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

ARTICLE 34 - DURATION OF AGREEMENT

The terms of this Agreement shall be in full force and effect through December 31, 2011. The benefits in this Agreement shall remain in full force and effect after termination of this Agreement and until superseded by a successor Agreement.

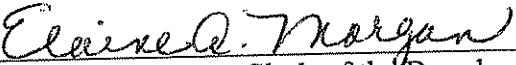
No additional wage and/or increment increases shall be granted in 2008 until and unless negotiated in a successor contract.

Signed this 9th day of April, 2008, by the duly authorized representatives of the parties hereto.

FOR THE COUNTY OF SUSSEX:



Harold J. Wirths, Freeholder Director

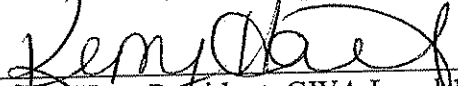


Elaine A. Morgan, Clerk of the Board
4/9/08

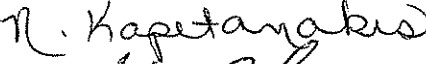


FOR THE C.W.A., AFL-CIO:



Donna Dolan, CWA Representative



Kerry Hart, President, CWA Local 1083

**APPENDIX
CWA LOCAL 1083 - 2008-2011 SALARY RANGES**

<u>Range W-05 - 35 hours</u>	
2008 Minimum	2008 Maximum
\$ 18,562.16	\$ 32,324.34
2009 Minimum	2009 Maximum
\$ 18,840.59	\$ 33,213.26
2010 Minimum	2010 Maximum
\$ 19,123.20	\$ 34,126.62
2011 Minimum	2011 Maximum
\$ 19,410.05	\$ 35,065.11

<u>Range W-06 - 35 hours</u>	
<i>Account Clerk</i>	
<i>Account Clerk, typing</i>	
<i>Data Entry Machine Operator</i>	
2008 Minimum	2008 Maximum
\$ 19,431.18	\$ 33,872.34
2009 Minimum	2009 Maximum
\$ 19,722.65	\$ 34,803.83
2010 Minimum	2010 Maximum
\$ 20,018.49	\$ 35,760.93
2011 Minimum	2011 Maximum
annual \$ 20,318.76	\$ 36,744.36

Range W-07 - 35 hours

Clerk Transcriber
Clerk Stenographer
Receptionist/Telephone Operator
Receptionist/Telephone Operator, Typing

2008 Minimum		2008 Maximum	
\$	20,347.27	\$	35,501.11
2009 Minimum		2009 Maximum	
\$	20,652.48	\$	36,477.39
2010 Minimum		2010 Maximum	
\$	20,962.27	\$	37,480.52
2011 Minimum		2011 Maximum	
\$	21,276.70	\$	38,511.23

Range W-08 - 35 hours

Social Service Aide
Microfilm Machine Operator
Clerk
Clerk Typist

2008 Minimum		2008 Maximum	
\$	21,307.27	\$	37,209.56
2009 Minimum		2009 Maximum	
\$	21,626.88	\$	38,232.82
2010 Minimum		2010 Maximum	
\$	21,951.28	\$	39,284.23
2011 Minimum		2011 Maximum	
\$	22,280.55	\$	40,364.54

Range W-09 - 35 hours

Senior Clerk Typist
Senior Account Clerk
Senior Payroll Clerk

2008 Minimum		2008 Maximum	
\$	22,313.28	\$	39,005.41
2009 Minimum		2009 Maximum	
\$	22,647.98	\$	40,078.06
2010 Minimum		2010 Maximum	
\$	22,987.70	\$	41,180.21
2011 Minimum		2011 Maximum	
\$	23,332.51	\$	42,312.66

Range W-10 - 35 hours

Senior Data Entry Machine Operator
Senior Stock Clerk
Word Processing Operator
Senior Account Clerk, Typing
Motor Vehicle Operator Elderly and Handicapped Persons

2008 Minimum		2008 Maximum	
\$	23,371.59	\$	40,885.36
2009 Minimum		2009 Maximum	
\$	23,722.16	\$	42,009.71
2010 Minimum		2010 Maximum	
\$	24,078.00	\$	43,164.97
2011 Minimum		2011 Maximum	
\$	24,439.17	\$	44,352.01

Range W-11 - 35 hours

Senior Clerk Transcriber

Receptionist/Senior Telephone Operator

2008 Minimum		2008 Maximum	
\$	24,479.05	\$	42,861.59
2009 Minimum		2009 Maximum	
\$	24,846.24	\$	44,040.28
2010 Minimum		2010 Maximum	
\$	25,218.93	\$	45,251.39
2011 Minimum		2011 Maximum	
\$	25,597.21	\$	46,495.80

Range W-12 - 35 hours

Income Maintenance Aide

2008 Minimum		2008 Maximum	
\$	25,640.88	\$	44,929.64
2009 Minimum		2009 Maximum	
\$	26,025.49	\$	46,165.21
2010 Minimum		2010 Maximum	
\$	26,415.88	\$	47,434.75
2011 Minimum		2011 Maximum	
\$	26,812.11	\$	48,739.20

Range W-13 - 35 hours

Income Maintenance Technician

Principal Account Clerk

Principal Account Clerk, typing

Principal Clerk Stenographer

Principal Clerk Typist

Principal Data Entry Machine Operator

Social Service Technician

Principal Word Processing Operator

2008 Minimum		2008 Maximum	
\$	26,862.32	\$	47,103.92
2009 Minimum		2009 Maximum	
\$	27,265.25	\$	48,399.28
2010 Minimum		2010 Maximum	
\$	27,674.23	\$	49,730.26
2011 Minimum		2011 Maximum	
\$	28,089.35	\$	51,097.84

Range W-14 - 35 hours

2008 Minimum		2008 Maximum	
\$	28,147.55	\$	49,388.85
2009 Minimum		2009 Maximum	
\$	28,569.76	\$	50,747.04
2010 Minimum		2010 Maximum	
\$	28,998.31	\$	52,142.59
2011 Minimum		2011 Maximum	
\$	29,433.28	\$	53,576.51

Range W-15 - 35 hours

2008 Minimum		2008 Maximum	
\$	29,495.53	\$	51,789.98
2009 Minimum		2009 Maximum	
\$	29,937.96	\$	53,214.20
2010 Minimum		2010 Maximum	
\$	30,387.03	\$	54,677.60
2011 Minimum		2011 Maximum	
\$	30,842.84	\$	56,181.23

Range W-16 - 35 hours

*Human Services Specialist I**

2008 Minimum		2008 Maximum	
\$	30,909.40	\$	54,305.06
2009 Minimum		2009 Maximum	
\$	31,373.04	\$	55,798.45
2010 Minimum		2010 Maximum	
\$	31,843.64	\$	57,332.91
2011 Minimum		2011 Maximum	
\$	32,321.29	\$	58,909.56

**Added 5/14/08 by Resolution of the Sussex County Board of Chosen Freeholders.*

Range W-17 - 35 hours

*Income Maintenance Worker
Human Services Specialist II**

2008 Minimum		2008 Maximum	
\$	32,396.45	\$	56,952.93
2009 Minimum		2009 Maximum	
\$	32,882.40	\$	58,519.14
2010 Minimum		2010 Maximum	
\$	33,375.63	\$	60,128.41
2011 Minimum		2011 Maximum	
\$	33,876.27	\$	61,781.94

*Added 5/14/08 by Resolution of the Sussex County Board of Chosen Freeholders.

Range W-18 - 35 hours

*Investigator, County Welfare Agency
Social Worker*

2008 Minimum		2008 Maximum	
\$	33,958.01	\$	59,780.04
2009 Minimum		2009 Maximum	
\$	34,467.38	\$	61,423.99
2010 Minimum		2010 Maximum	
\$	34,984.39	\$	63,113.15
2011 Minimum		2011 Maximum	
\$	35,509.16	\$	64,848.76

Range W-19 - 35 hours
 Income Maintenance Specialist
 Child Support Specialist
 Human Services Specialist III*

2008 Minimum		2008 Maximum	
\$	35,595.43	\$	62,651.42
2009 Minimum		2009 Maximum	
\$	36,129.36	\$	64,374.33
2010 Minimum		2010 Maximum	
\$	36,671.30	\$	66,144.63
2011 Minimum		2011 Maximum	
\$	37,221.37	\$	67,963.61

*Added 5/14/08 by Resolution of the Sussex County Board of Chosen Freeholders.

Range W-20 - 35 hours
 Social Work Specialist

2008 Minimum		2008 Maximum	
\$	37,314.65	\$	65,716.44
2009 Minimum		2009 Maximum	
\$	37,874.37	\$	67,523.64
2010 Minimum		2010 Maximum	
\$	38,442.49	\$	69,380.54
2011 Minimum		2011 Maximum	
\$	39,019.12	\$	71,288.51

RESOLUTION RE: AUTHORIZING THE FREEHOLDER DIRECTOR AND CLERK OF THE BOARD TO SIGN A SIDEBAR LETTER OF AGREEMENT WITH CWA LOCAL 1083 FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2012

WHEREAS, the County of Sussex faces an unprecedented budget crisis in 2011 which jeopardizes its ability to maintain the level of service County residents have come to expect; and

WHEREAS, the 2011 budget crisis is driven by a precipitous decline in non-tax sources of revenue, a State mandated hard 2% cap, Collective Bargaining Agreements with salary increase in excess of the State mandated cap, double digit health care cost increases, a 27% increase in its public pension liability and the need to provide taxpayer relief beyond cap mandates to citizens and businesses facing a national and State financial crisis of historic proportions; and

WHEREAS, current projections indicate that the County must eliminate more than \$5M from its 2011 budget to meet the State mandated tax levy cap; and

WHEREAS, the 2011 budget crisis is now imminent despite the reduction of 88 County staff positions in the past 2½ years and despite the County's continued efforts in the area of shared services and despite its ongoing efforts to stabilize and reduce departmental operating budgets; and

WHEREAS, the need to meet the State mandated cap on expenditures and to provide tax relief to the residents and businesses of Sussex County will force the Sussex County Board of Chosen Freeholders to make many difficult decisions in the coming months; and

WHEREAS, on ^{APRIL 9} ~~January 30~~, 2008 the Sussex County Board of Chosen Freeholders adopted a Resolution authorizing a Collective Bargaining Agreement between the County of Sussex and CWA 1083 for the period January 1, 2008 through December 31, 2011; and

WHEREAS, the Collective Bargaining Agreement provided for 2.75% increase in base salary, certain base salary increments and for specified medical benefits; and

WHEREAS, in recognition of the severe economic constraints facing the County, CWA 1083 has agreed to certain modifications of the provisions of the Collective Bargaining Agreement in return for an extension of said Agreement through December 31, 2012 through a Sidebar Letter of Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex hereby authorizes the Freeholder Director and the Clerk of the Board to sign a Sidebar Letter of Agreement with CWA 1083 attached to and made part of this Resolution; and

BE IT FURTHER RESOLVED that copies of this Agreement be forwarded to the Sussex County Administrator; the Sussex County Treasurer; the Sussex County Administrator of the Department of Central and Shared Services; New Jersey Civil Service Commission, P.O. Box 313, Trenton, NJ 08625 Attn: Kenneth Connolly, Director of State and Local Resources Management; and Robin Elmo, President CWA Local 1083.

Certified as a true copy of the Resolution adopted by the Board on the 30th day of December, 2010.

Elaine A. Morgan
 Elaine A. Morgan, Clerk
 of Chosen Freeholders
 County of Sussex

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	N.V.	ABS	MOVE	SEC
Crabb	✓					✓
Parrott	✓					
Wilson SPARE	✓					
Zelkman	✓					
Zobell	✓					

N.V. - Not Voting
 MOVE - Resolution Moved
 SEC - Resolution Seconded
 ABS - Absent

SIDEBAR LETTER OF AGREEMENT

Between

THE COUNTY OF SUSSEX

-and-

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO, LOCAL 1083**

THIS SIDEBAR LETTER OF AGREEMENT is entered into this 30th day of December 2010 by and between the County of Sussex (hereinafter the "County") and the Communications Workers of America, AFL-CIO, Local 1083 (hereinafter referred to as the "Union")

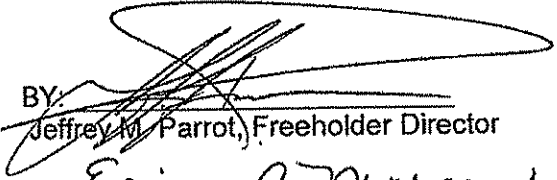
1. The County and the Union are parties to a Collective Bargaining Agreement currently in effect for the period January 1, 2008 through December 31, 2011. In recognition of the County's budget shortfall, and in order to avoid further layoffs, the Union agrees to amend the Collective Bargaining Agreement according to the following terms.
2. The parties agree to extend the current Collective Bargaining Agreement for one (1) year through December 31, 2012.
3. The 2.75% across-the-board increase increments that are scheduled to be paid effective January 1, 2011 in accordance with Article 31, Sections 1 through 3 will not be paid in the calendar year 2011 and are hereby waived for and in consideration of the agreements set forth herein.
4. The parties agree that effective January 1, 2012, each employee's 2010 annual salary shall be increased by 1.0% and that the increment deferred in 2011 will be paid at 0.075 of the rate established for 2011 in 2012.
5. The parties agree that all other terms and conditions of the January 1, 2008 – December 31, 2011 Collective Bargaining Agreement will remain unchanged and in effect through December 31, 2012 except where modified by the provisions set forth herein. Except as modified by Paragraphs 3 and 4 above, the economic terms of the parties' Collective Bargaining Agreement that will be in effect on January 1, 2011 will remain in effect through December 31, 2012.
6. Effective April 1, 2011, bargaining unit employees and eligible retirees and dependents shall be enrolled in NJ Direct 10 of the NJ State Health Benefits Plan (SHBP) or one of the other plan options available through the SHBP at the discretion of the employee. Enrollment shall be for medical coverage only.

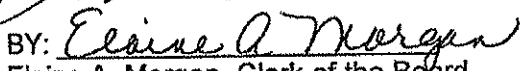
7. The parties agree that employees shall receive a stipend in the amount of 1.5% of their base salary paid during each payroll up until December 31, 2012 or separation from employment in 2012 whichever is first for and in consideration of the agreements set forth herein.
8. In recognition of the savings achieved by the 2011 wage freeze and the change in medical benefits provided for in this Sidebar Letter of Agreement, the County agrees that there shall be no permanent or temporary layoffs of bargaining unit employees for the period January 1, 2011 through December 31, 2011.
9. If any member of the bargaining unit is laid off prior to January 1, 2012 in violation of the no layoff pledge in Paragraph 8, the freeze of the 2.75% across-the-board increase plus the payments of contractual increments shall immediately end and bargaining unit employees shall receive the 2.75% increase plus increments in full retroactive to January 1, 2011. In the event that a position that is currently fully funded by a grant is eliminated as a result of loss of grant funding during calendar year 2011, the terms of this Paragraph shall not apply.
10. The terms of this Sidebar Letter of Agreement are subject to the grievance/arbitration provisions of the Collective Bargaining Agreement between the parties and any dispute arising under this Sidebar Letter of Agreement, involving the application or interpretation of the terms of the Sidebar Letter of Agreement, may be submitted to binding arbitration in accordance with the grievance/arbitration provisions of the extended Agreement. The County agrees that in the event the Union seeks to arbitrate a dispute arising under this Sidebar Letter of Agreement, the County waives any right it may have to claim that the dispute is not legally arbitrable under scope of negotiations law.
11. This Sidebar Letter of Agreement is subject to ratification by the membership of the Union and the County of Sussex


This Sidebar Letter of Agreement is hereby executed this 30th day of December, 2010 by duly authorized representatives of the County and the Union.

COUNTY OF SUSSEX

CWA LOCAL 1083

BY: 
Jeffrey M. Parrot, Freeholder Director

BY: 
Elaine A. Morgan, Clerk of the Board

BY:  1/21/11

BY:  1/21/11