

AGREEMENT

BETWEEN THE

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF SUSSEX

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
LOCAL 1032  
SUPERVISORY UNIT

2018-2022

## INDEX

Article	Title	Page
	<u>PREAMBLE</u> .....	1
	<u>ARTICLE 1 - DEFINITIONS</u> .....	1
	<u>ARTICLE 2 - RECOGNITION AND SCOPE OF AGREEMENT</u> .....	3
	<u>ARTICLE 3 - DUES CHECK-OFF</u> .....	3
	<u>ARTICLE 4 - UNION RIGHTS AND PRIVILEGES</u> .....	4
	<u>ARTICLE 5 - MANAGEMENT</u> .....	6
	<u>ARTICLE 6 - NON-DISCRIMINATION AND DUE PROCESS</u> .....	7
	<u>ARTICLE 7 - ADHERENCE TO NEW JERSEY CIVIL SERVICE COMMISSION RULES</u> .....	8
	<u>ARTICLE 8 - NO STRIKES</u> .....	8
	<u>ARTICLE 9 - ECONOMY LAYOFFS</u> .....	8
	<u>ARTICLE 10 - SAFETY</u> .....	9
	<u>ARTICLE 11 - LEGALITY</u> .....	9
	<u>ARTICLE 13 - NEGOTIATION PROCEDURE</u> .....	10
	<u>ARTICLE 14 - HOURS OF WORK</u> .....	10
	<u>ARTICLE 15 - OVERTIME</u> .....	10
	<u>ARTICLE 16 - PAY PERIODS</u> .....	13
	<u>ARTICLE 17 - MEDICAL BENEFITS</u> .....	13
	<u>ARTICLE 18 - STATE TEMPORARY DISABILITY INSURANCE</u> .....	17
	<u>ARTICLE 19 - HOLIDAYS</u> .....	17
	<u>ARTICLE 20 - VACATIONS</u> .....	19
	<u>ARTICLE 21 - SICK LEAVE</u> .....	20
	<u>ARTICLE 23 - BEREAVEMENT LEAVE</u> .....	22
	<u>ARTICLE 24 - JURY DUTY</u> .....	23
	<u>ARTICLE 25- EMERGENCY DAYS</u> .....	23
	<u>ARTICLE 26 - MEAL ALLOWANCE</u> .....	24
	<u>ARTICLE 27 - MILEAGE</u> .....	24
	<u>ARTICLE 28 - TUITION REIMBURSEMENT</u> .....	24
	<u>ARTICLE 29 - LEAVES OF ABSENCE</u> .....	25
	<u>ARTICLE 31 - BREAKS</u> .....	27
	<u>ARTICLE 32 - PART-TIME EMPLOYEES</u> .....	27
	<u>ARTICLE 34 - GRIEVANCES</u> .....	29
	<u>ARTICLE 35 - LONGEVITY</u> .....	31
	<u>ARTICLE 36 - SHIFT DIFFERENTIAL/SPECIAL COMPENSATION</u> .....	32
	<u>ARTICLE 37 - SALARY RANGES</u> .....	33
	<u>ARTICLE 38 - WAGES</u> .....	33
	<u>ARTICLE 39 - PERSONNEL FILES</u> .....	34
	<u>ARTICLE 41 - CLOTHING ALLOWANCE</u> .....	35
	<u>ARTICLE 42 - LICENSES</u> .....	37
	<u>ARTICLE 44 - DURATION OF THE AGREEMENT</u> .....	38

<b><u>ARTICLE 40 - 911 CALL CENTER</u></b> .....	34
<b><u>ARTICLE 12 – LABOR/MANAGEMENT MEETINGS</u></b> .....	10
<b><u>ARTICLE 22 – PERSONAL LEAVE</u></b> .....	22
<b><u>ARTICLE 30 – WORKERS’ COMPENSATION LEAVE</u></b> .....	26
<b><u>ARTICLE 33 – PROMOTIONS/OUT OF TITLE PAY</u></b> .....	28
<b><u>ARTICLE 43 – TRAINING AND CAREER DEVELOPMENT</u></b> .....	37
<b>SCHEDULE A</b> .....	39



**PREAMBLE**

**THIS AGREEMENT**, made and entered into this 13 day of May, 2020, by and between the **Board of Chosen Freeholders of the County of Sussex**, a County Government of the State of New Jersey, (hereinafter referred to as the “**County**”) and the **Communications Workers of America, AFL-CIO** (hereinafter referred to as the “**Union**”) is the understanding between the County and the Union on all negotiable issues and as such, will serve to promote and maintain a harmonious relationship between the County and those of its employees represented by the Union and subject to this Agreement in order that more efficient and progressive public service be rendered.

The County and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled.

**ARTICLE 1 - DEFINITIONS**

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

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

“Classified Service”—all employees classified by the New Jersey Department of Personnel.

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

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

“Division Director”—the highest level of supervision or coordination within the designated division recognized as the Division Director of that division by the Board of Chosen Freeholders.

“Hire Date” - the date upon which an employee was originally hired.

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





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

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

“Office of Employee Services”—the central employee services office for the County of Sussex.

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

“Provisional Appointment”— means employment in the competitive division of the career service pending the appointment of a person from an eligible list in accordance with N.J.A.C. 4A:1-1.3.

“Provisional Employee” – is an employee serving in a Provisional Appointment.

“Seniority Date” – the date in which an employee’s hire date is reduced by the calculation of certain leave time taken by or against the employee. Examples of leave time taken or against the employee are extended unpaid medical leave, maternity leave, child care leave, Federal Family and Medical Leave Act leave, and unpaid disciplinary suspensions.

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

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

“Working Test Period”—the working test period shall not include any time served by an employee under provisional, temporary, interim or emergency appointment. The working test period shall begin on the date of permanent appointment and extend over a period of three months for non-law enforcement titles and a period of twelve months for law enforcement positions (i.e., Juvenile Detention Officers) in accordance with N.J.A.C. 4A:45-2.

## ARTICLE 2 - RECOGNITION AND SCOPE OF AGREEMENT

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

Section 2: The appropriate negotiations unit shall be:

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

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

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

## ARTICLE 3 - DUES CHECK-OFF

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

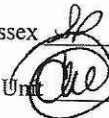
Section 2: If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall notify the County in writing thirty (30) days prior to the effective date of such change.

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

### Section 4: Representation Fee

a) If at any time under the United States Constitution mandatory agency fees can be imposed without employee consent, then the County agrees to deduct from all eligible CWA nonmembers who opt out of the unit the required agency fee amounts subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative during the term of this Agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.





b) The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees, and assessment charged by the majority representative to its own members less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees, and assessments.

c) The Union hereby agrees to indemnify and hold the County harmless against any and all claims, actions, proceedings, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for purpose of complying with any of the provisions of this Article.

d) The parties agree to comply with the provision of the statutes governing this matter as found under N.J.S.A. 34:13A-5.5, et. seq.

#### **ARTICLE 4 - UNION RIGHTS AND PRIVILEGES**

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

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

The County recognizes that the Union may designate two (2) "Special" representatives to replace the regular shop stewards from time to time. Of these two (2) "Special" representatives shall be permitted a maximum of 60 minutes per individual representative, per week, non-cumulative, without loss of pay or benefits to investigate a grievance at the first level in the "Grievance Procedure."

Union Representatives, not to exceed four (4) in number, may participate in mutually scheduled collective negotiations or monthly meetings during their scheduled hours of work, and shall suffer no loss in their regular pay for the time they are so engaged. In the event that the Union President and/or Recording Secretary are County employees and they attend negotiations, they shall be considered part of the designated four (4).

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



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

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

Section 4: The Union has twenty-five (25) days available to the Union to be used by duly-authorized representatives to engage in authorized Union activities. Any duly-authorized Union Representative may be granted with pay up to five (5) consecutive days for such activities. The use and distribution of the twenty-five (25) days of Union leave is at the discretion of the Union providing the activities are duly-authorized Union activities.

No more than two (2) individuals per duly-authorized activity per year will be permitted to attend an activity.

The Five (5) days shall include necessary travel time. Written notice from the Union indicating that the employee is a duly authorized representative shall be submitted to the supervisor at least three (3) weeks prior to the activity. A certificate of attendance shall be submitted to the supervisor after the activity indicating the representative's attendance. Such leave shall be granted provided that it will not interfere with the efficient operation of the County.

In addition, upon ratification of the contract, all designated shop stewards shall receive one paid half-day once during each contract term to attend a training session on new provisions of the contract. Scheduling of these training sessions shall not interfere with the efficient operation of the County.

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

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

**ARTICLE 5 - MANAGEMENT**

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

- a) To exercise all management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this or other agreements with the Union;
- b) To the executive management and administrative control of the County Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees;
- c) To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the County;
- d) To reprimand, suspend, demote, discharge, or otherwise discipline employees for just cause;
- e) To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, layoff and recall employees to work and to determine their qualifications and conditions for continued employment or assignment in accordance with New Jersey Department of Personnel rules and regulations and this Agreement;
- f) To determine the number of employees and the duties to be performed;
- g) To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;
- h) To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials, and other property of the County;
- i) To determine the total amount of overtime to be worked;
- j) To determine the methods, means, and personnel by which its operations are to be conducted;
- k) To determine the content of work assignments in accordance with New Jersey Department of Personnel job descriptions;



- l) To exercise complete control and discretion over the organization and the technology of performing its work;
- m) To subcontract for any existing or future service as determined necessary by the County as limited by this Agreement;
- n) To make or change County rules, regulations, policies, and resolutions as the County may from time-to-time deem the best for purposes of maintaining order, safety, and/or the effective and efficient operation of the work of the County subject to the limitations contained in this Agreement and in law; and
- o) To generally manage the affairs of the County, attain and maintain full operation efficiency and productivity, and to direct the workforce.

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

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

#### **ARTICLE 6 - NON-DISCRIMINATION AND DUE PROCESS**

Section 1: There shall not be any discrimination, nor shall any employee be discharged based on age, race, creed, sex, color, national origin, nationality, political affiliation, disability, sexual orientation, familial status, marital status, union membership or legal union activity permitted herein.

Section 2: Zero Tolerance: The County has ongoing interest in maintaining a policy prohibiting unlawful discrimination and harassment, encouraging the filing of complaints alleging discrimination or hostile work environments in the workplace, and providing appropriate guidance to its employees regarding prohibited activities, employee and supervisor



responsibilities, complaint procedures, and related issues of confidentiality, retaliation, discipline and training. To this end the County has adopted "Policy Prohibiting Discrimination, Harassment or Hostile Environments in the Workplace" on March 28, 2001.

Section 3: The County reserves the right to discipline or discharge any employee for just cause.

Section 4: All discipline shall be progressive in nature and corrective in intent. Discipline for this purpose means any penalty greater than an oral reprimand.

#### **ARTICLE 7 - ADHERENCE TO NEW JERSEY CIVIL SERVICE COMMISSION RULES**

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

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

#### **ARTICLE 8 - NO STRIKES**

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

#### **ARTICLE 9 - ECONOMY LAYOFFS**

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

Section 2: An employee re-appointed from a Civil Service reemployment list shall receive the same rate of pay received on the date of layoff (adjusted by intervening across the board wage increases) if re-appointed to the same title held at the time of layoff. If reappointed to another



title, the employee's rate of pay shall be adjusted to that which the employee would have received if the employee had been appointed to the new title on the date of separation (adjusted by intervening across the board wage increases). Salary adjustments in this circumstance are subject to the minimums of the salary range of the job title to which an affected employee is re-appointed.

## ARTICLE 10 - SAFETY

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

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

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

Section 4: Employees shall not be required to work under conditions of work which are unsafe or unhealthful. The County retains the right to make a determination of the safety or healthiness of the conditions of work and will be responsible for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations, or guidelines.

Any 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. As soon as it is possible, management will notify the Union of any interim reassignments due to unsafe working conditions.

If other comparable work or work location is not available, employees shall be allowed to use vacation or personal leave. In no instance shall an employee be forced to take a vacation or personal leave in lieu of a temporary reassignment.

Section 5: A Joint Union-Management Safety Committee shall be established, consisting of two (2) Union appointed representatives and five (5) Management-appointed representatives. This committee shall meet as needed upon the request of either the Union or Management with a minimum of seven (7) days' notice. Additional meetings will take place at the request of either the Union or the County. Issues regarding heating and cooling of County facilities may be the subject of discussion of the Committee at the request of the Union. Should an issue needing immediate attention arise both parties agree to schedule a meeting to address the issue promptly.

**ARTICLE 11 - LEGALITY**

Any provisions of this Agreement found to be in violation of any existing or future local, state, or national legislation shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only these provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

**ARTICLE 12 - LABOR/MANAGEMENT MEETINGS**

On a date mutually agreed upon by the parties, there will be a meeting of a committee representing the County senior management and a committee representing the Union to discuss mutual problems. These meetings shall not be for the purpose of hearing grievances or negotiation. Meeting shall be held upon request of either the Union or Management with a minimum of seven (7) days' notice. These meetings shall be scheduled, whenever possible, to start between 9:00 a.m. and 11:00 a.m. Should an issue needing immediate attention arise, both parties agree to schedule a meeting to address the issue promptly.

**ARTICLE 13 - NEGOTIATION PROCEDURE**

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

**ARTICLE 14 - HOURS OF WORK**

Section 1: The normal workweek for full-time employees shall consist of either thirty-five (35) or forty (40) hours. Typical work hours, including starting and ending times, in existence during the prior contract shall continue during this contract unless changed by: (a) mutual consent of the parties to this Agreement; (b) mutual agreement of one or more employees and their supervisor; or (c) a directive of a state agency. Both parties reserve the right to request a change in the normal working hours, but no change shall be implemented unless mutually agreed. No mutual agreement is needed for flextime, seasonal adjustments and other variations of time, which currently are or have been in use and existence.

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.

Section 3: Employees who are working on rotating shifts that include weekends shall be guaranteed every other weekend off wherever possible unless circumstances or exigent conditions dictate.





## ARTICLE 15 - OVERTIME

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

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

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

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

- a) Prior approval must be secured from the Division Director 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 Director or authorized representative in compliance with Federal Law and County policy. Compensatory time in lieu of paid overtime shall be earned at the same rate as paid overtime. Compensatory time off must be reported on leave requests.
- c) Employees are responsible for submitting a leave request to use the compensatory time within 120 calendar days of earning it with first and second choices. Employees in 24-hour facilities involved in direct inmate care may not request to use compensatory time the day before a holiday or on a holiday. Failure of the employee to request to use the compensatory time within time limits shall result in forfeiture. The Division Director 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) Employees shall provide advance notice to use compensatory time off in the same manner as vacation time off and in accordance with Article 20—VACATIONS, Section 4, i.e., requests of five (5) or more consecutive compensatory days off must be submitted in writing to the Department Administrator four (4) weeks in advance of the requested time off and requests of less than five (5) consecutive compensatory days off should be made in writing to the Department Administrator four (4) working days, where possible, in advance of the requested time off.



- e) Under no circumstances will compensatory time off be granted before it is earned.
- f) Compensatory time taken off shall not exceed the employee's regular work week of either 35 or 40 hours in any regular work week.
- g) An employee leaving County employment will be paid for any unused compensatory time remaining when separation takes place. The estates of deceased employees shall be paid for the compensatory time earned.

Section 4: An employee "called out" on an emergency or standby basis shall be paid time-and-one-half for all hours actually worked. An employee "called out" on an emergency or standby basis shall be guaranteed a minimum of two (2) hours' time, which includes actual hours worked and paid at the overtime rate.

An employee required to remain after the end of his/her normal workday shall be paid an hour's wage after a minimum of fifteen (15) minutes worked (i.e., 15 minutes = 1 hour; 30 minutes = 1 hour; 1 hour and 15 minutes = 2 hours; 1 hour 30 minutes = 2 hours). An employee working less than 15 minutes overtime shall be paid an overtime rate for ¼ hour.

Section 5: Employees called to work on an observed holiday with less than 48 hours' notice shall be paid their regular day's pay plus double time for all hours worked on such observed holiday with the following exceptions:

- a) Employees in 24-hour facilities are governed by Article 19, Section 4 of this Agreement.
- b) When a non-24-hour facility employee is called to work on the actual Thanksgiving Day, Christmas Day, or New Year's Day and the actual holiday and observed holiday are the same day, the employee shall be paid their regular day's pay plus triple time for all hours worked on such actual and observed holiday.
- c) When a non-24-hour facility employee is called to work on December 25<sup>th</sup> or January 1<sup>st</sup> and the actual holiday is on their regular day off, i.e., Saturday or Sunday, the employee shall be paid triple time for all hours worked on such actual holiday.
- d) When a non-24-hour facility employee is called to work on the observed Christmas Day or New Year's Day and the observed holiday is not the actual holiday, the employee shall be paid their regular day's pay plus double time for all hours worked on such observed holiday.

Section 6: Employees who work in a department that operates on a twenty-four (24) hour, seven (7) days-per-week basis, and who work on a holiday, shall be paid in accordance with Article 19.

Section 7: Part-time employees will receive overtime pay only for those hours they work in excess of the normal work week in their department (35 or 40).

Section 8: All overtime and/or extra hours must be authorized by the Division Director or his/her designee. Authorization shall be made in advance and in writing, except in the case of





emergency, where said authorization may be made verbally, with a written record of the approval provided to the Division Director or his/her designee.

Section 9: Employees in the Office of Transit who are directed in writing by the Division to report to work fifteen (15) minutes prior to their shift, shall be paid a lump sum of \$500.00 annually. Said stipend shall be paid the last pay period in November of each year. Employees who worked less than twelve (12) months in the calendar year shall receive a pro rata share.

## **ARTICLE 16 - PAY PERIODS**

Section 1: Beginning July 1, 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 (1<sup>st</sup>) of the month through the Fifteenth (15<sup>th</sup>) of the month. The second semi-monthly pay period will be the Sixteenth (16<sup>th</sup>) of the month through the last day of the month. Paydays shall be the 3<sup>rd</sup> of every month for the first semi-monthly pay period and the 18<sup>th</sup> of every month for the second semi-monthly pay period.

Section 2: In every year, annual salaries are divided by 1827 hours for 35 hours per week employees and 2088 for 40 hours per week employees to determine the hourly rate. Likewise, annual salaries are divided by 261 workdays to determine the daily rate of pay.

Section 3: In those cases when a payday—the 3<sup>rd</sup> or the 18<sup>th</sup> of the month—occurs 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 occurs in a prior reporting quarter, the paycheck shall be issued on the next workday occurring in the current quarter.

Section 4: 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 3<sup>rd</sup> paycheck covers the period July 1st through 15<sup>th</sup>.

Section 6: All payroll payments shall be made via electronic deposit to account(s) specified by the employee in accordance with the provisions of Section 1 of P.L. 1981.c.385 (C52:14-15a).



## ARTICLE 17 - MEDICAL BENEFITS

### Section 1 (Health & Medical):

After two consecutive months of employment with the County, a full-time employee will become eligible for enrollment in the health and medical plans listed below. Those eligible 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 for medical health insurance coverage prior to March 1, 1996, will continue to be eligible until or unless their hours decrease to less than 20 per week.

All members shall be required to contribute a portion of the health insurance premium paid the County for health insurance pursuant to c.78, P.L. 2011 (N.J.S.A. 40A:10-2-1) or as otherwise required by law.

Eligible employees will be provided Horizon Blue Cross Blue Shield of New Jersey, MyWay HRA – Direct Access Plan as the “base plan.” The County will fund an Employee Health Reimbursement Arrangement for the base plan at 100% of the deductible (\$1,500/single and \$3,000/family) for the term of this Agreement and until a successor agreement is ratified. In the event the County changes health insurance providers, then the County shall implement a plan which is determined to be equal to or better than the base plan.

Should the employee elect Horizon Blue Cross Blue Shield of New Jersey, Direct Access 10, the Horizon Omni plan or other offered plan which has higher premium costs than the base plan, the County will fund up to the premium cost of the base plan, less the employee’s ch78 contribution, and the employee will be required to pay the difference in cost of the elected plan and County funded portion of the base plan.

The County further agrees to provide sixty (60) days written notice to the CWA of any change in the program providers/carriers.

Section 2 (Prescription Drugs): Eligible employees shall receive the prescription drug benefits currently available through BeneCard Services, LLC or a program equal to or better than BeneCard Services, LLC.

Prescription drug co-pays shall be as follows until June 30, 2020:

- \$1.00 for generic drugs (up to 30-day supply)—approved by the U.S. Food and Drug Administration, generic drugs contain the same active ingredients as brand-name medications. Generics are chemically and therapeutically equivalent to brand-name drugs.
- \$10.00 for preferred brand-name drugs (up to 30-day supply)—brand-name drugs that have been identified as the most therapeutically safe and effective for treatment of medical conditions. These drugs may not have less costly generic equivalents because they are sold under a trade name.





- \$25.00 for non-preferred drugs (up to 30-day supply) – Drug products that have either a generic equivalent or a preferred brand-name alternative.
- The co-pay for mail-order supplies (up to 90-day supply) shall be twice the rates specified for the type drugs listed above (\$2.00, \$20.00, \$50.00). Mail-order supply forms shall be available in the Office of Employee Services.

Out-of-pocket expenses for prescription co-payments shall be limited to \$2,000 per individual and \$4,000 per family for each calendar year. Co-payments incurred prior to the implementation of co-payments modified and established by this Agreement shall be counted towards the current calendar year out-of-pocket maximum.

Effective July 1, 2020 the copayment for the prescription plan is as follows:

- Retail pharmacy copayments for up to 30-day supply are \$5 for generic drugs, \$20 for preferred brand name drugs, \$40 for non-preferred brand name drugs.
- Mail order supplies for up to 90-day supply are \$10 for generic drugs, \$30 for preferred brand name drugs, \$60 for non-preferred brand name drugs.
- Employees shall be required to use mail order prescription services for all maintenance prescription drugs prescribed for a period of one hundred eighty (180) days or greater. Employees shall be allowed three (3) refills of their maintenance prescription drugs at retail. Upon the fourth refill of the maintenance drug at retail, the employee shall be responsible for full payment of the cost of said maintenance prescription drug, unless the prescription is unavailable through mail order.

The County may at any time change from its BeneCard Rx plan to the New Jersey State Health Benefits Plan Prescription Plan without incurring liability under this section. If such a change is made, the State Health Benefits Plan Prescription Plan Rx shall be the base line for any future changes.

Section 3 (Dental Plan): Employees are eligible for a 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. The County will offer additional Delta Dental Plans (optional menu), for which the premium costs resulting from these plans shall be borne by the employee.

The minimum number of hours worked for eligibility for dental benefits will increase from 25 per week to 35 per week effective January 1, 2008, and those eligible 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 participation in the Horizon Blue Cross/Blue Shield of New Jersey Program (i.e., those who work less than 25 hours) will continue to be ineligible for coverage in the program unless or until their hours are increased to at least 35 hours per week

Section 4: Coverage shall begin after two (2) months of employment for health and prescription benefits and the first of the month after two (2) months of employment for dental benefits





providing that the proper application is completed and filed timely with the Office of Employee Services.

Section 5: Any employee hired prior to January 30, 2008, the County agrees to continue to pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors<sup>1</sup>) for the health and prescription benefits, described in above, provided such persons retire from County service after twenty-five (25) years or more of service credit to the New Jersey State Pension System or receive a disability retirement, regardless of the years of service. To be eligible for this benefit, such retirees shall apply for full coverage under Part B of the Federal Medicare Program if the retiree meets the requirements, provided the County voucher is submitted by the employee to the Treasurer's Office during July and January for the previous six (6) months.

This healthcare program is administered by Horizon Blue Cross/Blue Shield of New Jersey.

Employees hired after January 30, 2008 shall be eligible for medical benefits paid by the County, less retiree contributions pursuant to Chapter 78, 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. Such retirees must apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. The prescription and dental programs are administered by the County in accordance with the contract with the respective insurance carriers.

Any employee hired after the execution of this Agreement in 2020 shall be eligible for medical benefits under the same terms and conditions as set forth for those hired after January 30, 2008; however, the County will not contribute toward the retired employee's medical or prescription benefits beyond the date when the retired employee becomes eligible for Medicare.

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

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

Section 7: Employees who are granted a leave of absence without pay should refer to Article 29, Section 5.

---

<sup>1</sup> Survivors can continue coverage at their expense in accordance with COBRA regulation.





Section 8: 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 9: All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance.

Section 10: Effective January 1, 2002, the County agrees to reimburse an employee or dependent up to \$50.00 for regular prescription corrective lenses or 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.

#### ARTICLE 18 - STATE TEMPORARY DISABILITY INSURANCE

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

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

#### ARTICLE 19 - HOLIDAYS

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

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

In addition to the declared holidays, the County of Sussex shall recognize and observe any day in which State government offices are closed.

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 workday.

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

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

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

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

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

The Department Administrator shall attempt to schedule work, insofar as possible, to honor the requests of the employees for their selected compensatory holiday time off.

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

All compensatory holiday time off, with the exception of Thanksgiving Day, Christmas Eve Day, and Christmas Day, shall be taken in the year in which the holiday occurs. Employees whose regularly scheduled day off falls on Thanksgiving Day, Christmas Eve Day, Christmas Day, and/or January 1, may carry said day into the next calendar year with the approval of the Department Administrator and the Office of Treasury.

Section 4: Employees in a 24-hour facility may be required to work on an observed holiday. If said employee is required to work on the observed holiday, except Thanksgiving Day, Christmas



Day, or January 1, or if said employee is scheduled to have his/her regular day off on the observed holiday, she/he shall be granted another day in lieu of the Holiday in accordance with the procedure outlined in Section 3.

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

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

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

## ARTICLE 20 - VACATIONS

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

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

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

Section 2: Employees on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employee works less than twelve (12) months in the calendar year, she/he is entitled to pro rata share of such vacation entitlement. An employee who has used



more vacation time than she/he is entitled to at the time of severance shall have an amount equal to his/her daily rate at the time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which she/he is entitled.

Section 3: Vacation leave may be taken in one (1) hour increments.

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

Section 5: Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Department Administrator/agency head unless the Department Administrator/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 21 - SICK LEAVE

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

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

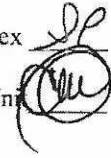
Section 2: All unused sick leave may be accumulated from year to year.

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

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

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

1. Absences for five or more consecutive working days.



2. Absences for periods totaling 10 workdays in one calendar year consisting of periods of less than five days without acceptable medical evidence.
3. An employee currently suffering a catastrophic health condition or injury which necessitates the employee's recurring absences from work, may submit acceptable medical evidence for a maximum of six (6) months indicating the anticipated duration of the condition or injury. Extensions of six (6) month increments may be granted with the submission of acceptable medical evidence.
4. An employee who is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury, which necessitates the employee's recurring absences from work, may submit acceptable medical evidence, disclosing the diagnosis and anticipated duration, for a maximum of 90 days. Extensions of a maximum of 30 days will be considered on a case-by-case basis. Unlike other medical evidence required, the medical evidence required for recurring absences relating to an immediate family member's catastrophic health condition or injury, shall indicate the nature, severity, and anticipated duration of the disability.
5. Upon issuance of a disciplinary notice as described in (d) of this article.
6. The County and its representatives retain the right to require acceptable medical evidence and/or initiate progressive discipline whenever there is reasonable cause to suspect abuse of sick leave. Supervisors may deny the use of sick leave for any valid reason and must advise employee of the reason for such denial.

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

d) Disciplinary Notice: An employee who has been absent for periods totaling ten (10) or more work days in one calendar year consisting of periods of less than five (5) consecutive days without acceptable medical evidence, may be given a disciplinary notice.

An employee who has exhibited a pattern of absences (such as single absences on Monday or Friday, before and after days off in 24-hour facilities, 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, or termination. After progressive discipline is initiated in these circumstances, employee may be required to supply acceptable medical evidence justifying the absence for the next calendar year.



Section 4: Medical Evidence: Employees required to supply medical evidence for sick absences must supply a legible note from a doctor's office written in the English language.

Section 5: An employee upon retiring shall be paid for one-half of the unused sick leave she/he has 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 \$15,000.00
- Upon completion of 11 through 20 years of service = 1/4 up to \$15,000.00
- Upon completion of 21 years or more = 1/2 up to \$15,000.00

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

Section 7: Employees who use five (5) days or less sick leave per year, will be allowed, at their option, to sell back up to five (5) unused sick days, in full day increments, to the County. Employees must submit request on or before March 1<sup>st</sup> to receive payment in March.

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

**ARTICLE 22 – PERSONAL LEAVE**

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

Section 2: Personal leave may be taken in one-hour increments providing it is mutually agreed by the employee and the Department Administrator. The Union recognizes and agrees that personal leave shall not be used for unauthorized late arrival, leaving work early, or returning from lunch late.

Section 3: An employee must give his/her Department Administrator/agency head twenty-four (24) hours' notice when possible before taking personal leave. Requests to use personal leave for emergencies, with less than 24 hours' notice, shall not be unreasonably withheld. The

County shall approve the personal leave unless there is a shortage of staff or peak workload periods.

### **ARTICLE 23 - BEREAVEMENT LEAVE**

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

All employees shall receive one (1) day in the event of the death of an Aunt or Uncle. The employee shall be allowed one (1) day per incident.

### **ARTICLE 24 - JURY DUTY**

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

### **ARTICLE 25- EMERGENCY DAYS**

Section 1: The County reserves the right to declare an emergency day, early closing, or late opening for all departments. The purpose of a declared emergency 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 address emergency situations, clear snow ice and/or other debris. Essential employees who work on a declared emergency day shall receive compensation in the form of compensatory time equal to the excused time of non-essential employees. Essential employees are defined as Department of Engineering and Planning employees involved in emergency activities including snow, ice and other debris removal on sidewalks and parking lots at County facilities by employees in the Division of Facilities Management in the Department of Central and Shared Services and employees assigned to 24-hour facilities directly responsible for inmate care and custody, food preparation, maintenance, security, dispatch and coordination of emergency personnel. Essential employees who do not report for regular hours during a declared emergency day, early closing, or late opening may request to use a personal day or vacation day.

The County Library Director and/or his/her designee shall provide contact information to senior library staff on duty at the time at each library location for the purpose of maintaining communications with library staff with respect to weather conditions and/or proposed related closings and/or delayed openings.



Section 2: Should non-essential employees report for work and subsequently the County decides to close County offices, such employees who reported to work shall be credited for the day's work. There shall be no charge against their benefit leave time. If the County decides to close County offices after the start of the workday, all offices will remain open until official notification is received. Non-essential employees required to work due to a State and Federal mandate shall be treated as essential employees.

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

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

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

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

#### ARTICLE 26 - MEAL ALLOWANCE

Any employee who works during severe weather conditions (e.g., snowstorm, ice storm, flood, hurricane) or other emergency shall receive the sum of \$8.00 until the date of ratification and \$9.00 after the date of ratification as a meal allowance for each six hours of accumulated overtime worked during the emergency other than normal working hours

#### ARTICLE 27 - MILEAGE

Section 1: Employees required to use personal vehicles in the pursuit of proper and necessary County business will be reimbursed at the rate of reimbursement established by the Internal Revenue Service (IRS).

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

#### ARTICLE 28 - TUITION REIMBURSEMENT

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

Reimbursement shall be based on the following schedule:

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

Section 2: To be eligible for the program, said employees must be full-time and permanent. The courses must be taken at an accredited institution approved by the Office of Employee Services.

The interested employee must submit a written request for approval and authorization prior to registration for course work on the proper form. The request must be presented to the employee's Department Administrator for initial approval and the Office of Employee Services 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 Office of Employee Services, via his/her Department Administrator, certification for successful completion of course work on the proper form. This certification for successful completion contains a statement to be completed by the accredited institution as evidence of successful completion and expenses. Payments will be made to the employee after approval by the Office of Treasury and after the employee has completed and signed the proper voucher form.

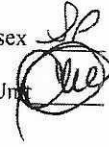
Section 4: The tuition reimbursement program will be administered by the Office of Treasury and subject to any and all regulations as set by that office.

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

**ARTICLE 29 - LEAVES OF ABSENCE**

Section 1: Leaves of Absence include (a) Federal Family and Medical Leave (FMLA) and New Jersey Family Leave (NJFLA) in accordance with *inter alia* N.J.A.C. 4A:6-1.21A and N.J.A.C. 4A:6-1.21B and County policy relating to FMLA and NJFLA; and (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 three (3) months. Leaves of Absence under part (a) may be taken for less than three (3) months, only when sought for a serious health condition and when an appropriate physician's certification is supplied to the division prior to taking leave.





Leaves of absence under the FMLA or NJFLA may be taken for a serious medical condition of the employee or eligible family member and when an appropriate physician's certification is supplied to the County. These leaves shall be provided consistent with applicable law and County policy.

At the conclusion of FMLA and NJFLA leave, The Board of Chosen Freeholders, may grant the privilege of a leave of absence, without pay, to an employee for a period not to exceed one year. This may be renewed for an additional period only by formal 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. When an employee has been "docked" for failure to attend work, said employee may be subject to discipline depending upon the cause of the absence.

Section 2:

Maternity Leave of Absence: An employee shall notify the Office of Employee Services and Department Administrator at least 30-days prior to needing leave under the FMLA or FLA based upon giving birth to a child except in emergent circumstances. Said employee may request a maternity leave of absence without pay as aforementioned in Section 1.

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

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

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

Section 5: The County shall the maintain an employee's medical insurance, prescription and/or dental premiums for an employee on family or medical leave of absence for a maximum of the first three (3) months however, the employee is responsible for paying the applicable ch78 contributions and provided the employee supplies the County with medical evidence justifying the leave request (See Article 21-Sick Leave, Section 4). Thereafter, the employee shall be entitled to continue their coverage in accordance with applicable laws and ch78 contributions.

An employee granted a personal leave of absence shall be entitled to continue their coverage at their expense in accordance with applicable laws provided the leave of absence exceeds one (1) month. (See Article 17 on Medical Benefits).

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

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

### ARTICLE 30 – WORKERS’ COMPENSATION LEAVE

Section 1: Notwithstanding the nature or severity, injuries/accidents that occur on the job shall be reported on the appropriate “Accident Report,” preferably within 24 hours. The “Accident Report” acts as a workers’ compensation claim for medical expenses, loss of work, and/or loss or damage to personal appliances such as eyeglasses. 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 and seek medical attention from any of the panel physicians approved by the claims administrator as posted on employee bulletin boards unless circumstances require emergency attention.

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

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

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

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.

Section 5: Follow-up physician visits may be necessary after the employee has returned to work. These follow-up visits will be scheduled by the County’s third-party administrator during non-working hours. In the event the County’s third-party administrator cannot schedule such follow-





up visits during non-working time, the employee will not be charged with earned benefit time for that follow-up visit.

### ARTICLE 31 - BREAKS

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

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

### ARTICLE 32 - PART-TIME EMPLOYEES

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

Section 2: Part-time employees hired prior to March 1, 1996, and who work a minimum of twenty (20) hours per week are eligible for medical insurance coverage. Part-time employees who currently work less than twenty (20) hours per week and part-time employees hired on or after March 1, 1996, must work a minimum of twenty-five (25) hours per week to be eligible for medical insurance coverage. Part-time (less than 35 hours per week) employees hired after January 1, 2008, shall not be eligible for medical insurance coverage.

Section 3: Part-time employees shall be credited with pro rata sick leave, or one-hour for every 30 hours worked pursuant to the New Jersey Earned Sick Leave Act, whichever is greater, longevity, bereavement, personal leave, vacation time, holidays, and clothing allowance. Employees considered part-time, on call, shall not receive benefit leave time.

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

Section 4: When a temporary employee has exceeded the maximum appointment of six (6) months in accordance with N.J.A.C. 4A:4-1.7 or an emergency appointment has exceeded the maximum appointment of thirty (30) days in accordance with N.J.A.C. 4A:4-1.8, the County shall make the appointment permanent and notify the union of permanent status of the employee..

Section 5: The County shall provide a list of all temporary employees to the Union on a quarterly basis.

### ARTICLE 33 - PROMOTIONS/OUT OF TITLE PAY



Section 1: Promotional positions shall be filled in accordance with Civil Service regulations. Notice shall be posted at the earliest possible time that a promotional vacancy is to be filled.

Section 2: The following procedure shall be used to determine the salary increase upon promotion:

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

No employee shall receive a pay cut on promotion.

Section 3: 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 4: Temporary Assignments - The purpose and intent of this section is to ensure an employee is compensated for performing duties in a higher position. It is not intended to provide additional compensation for duties, which fall adequately within an employee's current title.

An employee required to perform the duties of a position in a higher range shall be granted a salary increase as described in Section three (3) of this article after more than ten (10) 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.

Section 5: The Union may request a re-evaluation of any job title for the purpose of realigning the title into another job group. New titles added in the bargaining unit will be placed in the salary range in accordance with the joint job evaluation study. Should disputes arise between the County's placement and the Union's evaluation, the Union reserves the right to use the grievance procedure for resolution. The Union shall present evidence of market disparity and/or recruitment/retention issues as the basis of their request for a job title re-evaluation. Job re-evaluation process is not intended to replace or supplant the New Jersey Department of Personnel desk audit process.

## ARTICLE 34 - GRIEVANCES

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



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

B) Procedures:

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

Level 1: An employee with a grievance shall meet with his/her immediate supervisor, with the objective of resolving the matter informally. The immediate supervisor must respond to the employee's grievance within five (5) working days. If an impasse occurs, a written grievance shall then be presented to the Division Head within five (5) working days of the immediate supervisor's response. The employee shall be entitled to a reply, in writing, within ten (10) working days of said written grievance.

Level 2: If the aggrieved is not satisfied with the disposition of the grievance at Level 1, within ten (10) working days from receipt of the reply to the grievant from the Division Head, the grievant may request, in writing, a non-public meeting with the Department Administrator. The Department Administrator shall schedule, and conduct said non-public meeting within (10) working days from the grievant's request. The Department Administrator shall provide a response, in writing, within five (5) working days of said meeting.

Level 3: If the grievance or dispute has not been satisfactorily resolved pursuant to Level 1 and Level 2, the Union may present it to the County Administrator within ten (10) working days from receipt of Level 2 response or ten (10) working days from the date the response was due.

The County Administrator and/or his/her designee shall arrange a hearing on the grievance at a mutually agreeable time and place not later than ten (10) working days after receipt of the grievance. The County Administrator's designee shall not be the County management staff person who conducted the Level 2 hearing. The grievant and/or the Union representative shall be allowed to present at the hearing.

The County Administrator and/or his/her designee shall make every effort to resolve the grievance and shall present a response in writing within five (5) working days of said hearing.

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

C) Arbitration:

1. If the Union wishes to move a grievance to arbitration, it shall notify the Public Employment Relations Commission and the other party that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the Union. The arbitrator shall be chosen in accordance with procedures set forth by the Public Employment Relations Commission.
2. The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement, and render his/her award, in writing, which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the parties.

D) Extensions and Modifications: Time extensions may be mutually agreed to by the County and the Union, in writing.

E) 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.

F) Time Limits:

1. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to extend the time period(s).
2. Time limits may be extended by written mutual consent of the parties.
3. Failure of the County to respond to a grievance within the time limit shall be deemed a denial of the grievance. The County shall make every reasonable effort to respond to a grievance.
4. Failure of the Union to proceed to the next step within the time limit shall be deemed abandonment of the grievance and the decision of the County shall be deemed the final and binding resolution of the grievance.

## ARTICLE 35 - LONGEVITY



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

Pursuant to the Arbitrator's decision in AR-2018-540, years of completed service shall be computed based upon completion of a full year based upon the employee's hire/anniversary date, and longevity payments shall be in accordance with the following schedules (schedule based on full-time employment):

Length of Service	
5 through 9 years	\$ 850
10 through 14 years	\$ 950
15 through 19 years	\$ 1,100
20 through 24 years	\$ 1,450
25 years or more	\$ 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 36 - SHIFT DIFFERENTIAL/SPECIAL COMPENSATION**

Section 1: The evening shift shall be defined as a regularly scheduled shift in which the majority of the working hours fall between 3:00 p.m. and midnight.

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

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

Section 3: Employees who are required to be available by cell phone shall receive additional compensation at the per diem rate of Twenty-five (\$25.00) Dollars, which compensation shall be in addition to the employee's pay for worked time. Employees who are required to be available by cell phone on a holiday shall receive additional compensation at the per diem rate of Fifty (\$50.00) Dollars, which compensation shall be in addition to holiday pay or pay for time worked



on a holiday. An employee required to be available by cell phone shall receive such instruction in writing signed by his/her departmental administrator. Employees who voluntarily make themselves available by cell phone without written instruction shall not be eligible for additional compensation. When written instruction is not provided, having of a cell phone is not mandatory.

Section 4: Cell phones shall be provided by the employer to employees required to carry cell phones as part of their job duties. Decision to require use of cell phone shall be at the discretion of the Department Administrator. Cell phone type and plan shall be at the discretion of the Department Administrator with the approval of the County Purchasing Agent. Employees required to carry a cell phone in accordance with the provisions of this Section may opt to utilize their personal cell phone, in lieu of a County provided cell phone. In the case where an employee opts to utilize their personal cell phone in accordance with the provisions of this Section they shall be reimbursed in the amount of \$35 per month.



**ARTICLE 37 - SALARY RANGES**

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

	<u>2018</u> <u>Min</u>	<u>2019</u> <u>Min</u>	<u>2020</u> <u>Min</u>	<u>2021</u> <u>Min</u>	<u>2022</u> <u>Min</u>
<u>01-10</u>	\$ 20.90	\$ 20.90	\$ 20.90	\$ 21.26	\$ 21.56
<u>02-11</u>	\$ 22.31	\$ 22.31	\$ 22.31	\$ 22.64	\$ 22.96
<u>03-12</u>	\$ 23.66	\$ 23.66	\$ 23.66	\$ 24.11	\$ 24.45
<u>04-13</u>	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.68	\$ 26.04
<u>05-14</u>	\$ 26.42	\$ 26.42	\$ 26.42	\$ 27.35	\$ 27.74
<u>06-15</u>	\$ 26.86	\$ 26.86	\$ 26.86	\$ 29.13	\$ 29.54
<u>07-16</u>	\$ 29.18	\$ 29.18	\$ 30.22	\$ 31.02	\$ 31.46
<u>08-17</u>	\$ 30.56	\$ 30.56	\$ 32.18	\$ 33.04	\$ 33.50
<u>09-18</u>	\$ 32.05	\$ 32.05	\$ 34.27	\$ 35.18	\$ 35.68
<u>10-19</u>	\$ 33.59	\$ 33.59	\$ 37.03	\$ 38.00	\$ 38.00
<u>11-20</u>	\$ 35.14	\$ 35.14	\$ 39.97	\$ 40.47	\$ 40.47
<u>11-21</u>	\$ 43.10	\$ 43.10	\$ 43.10	\$ 43.10	\$ 43.10

**ARTICLE 38 - WAGES**

Section 1: For those employees who are currently receiving a salary that is at or above their job title's minimum range, as set forth in Article 37, those employees shall receive the increases as set forth below:

- a) There will be a 0% increase for 2018.
- b) Effective January 1, 2019, each employee's 2019 annual salary shall be increased by 4%.
- c) Effective January 1, 2020, each employee's 2020 annual salary shall be increased by 1.5%.
- d) Effective January 1, 2021, each employee's 2021 annual salary shall be increased by \$650, then by 1.25%.
- e) Effective January 1, 2022, each employee's 2022 annual salary shall be increased by \$650, then by 1.0%.

Section 2: All employees below the proposed minimums advance to the new minimum or percentage and/or flat dollar increase above (whichever is greater).

Section 3: For purposes of calculating increases, in years of percentages and flat dollar increases, flat dollar increases shall be applied prior to percentage increases.

Section 4: Flat dollar increases are based on a 35 hour or greater work week. Any employee whose hours are less than 35 hours, the flat dollar increase shall be prorated.

Section 5: Employees who are employed with the County at the time the Agreement is ratified shall be entitled to a one-time stipend of \$500 in 2020. This stipend shall not be considered part of an employee's base salary and shall not be used in calculating pension contributions, overtime, sick pay, vacation pay or holiday pay. This stipend shall be prorated for part-time employees.

To be eligible for the annual wage increases, an employee must be an employee of the County on December 31 of the prior year, except that in no case shall the salary fall below the salary minimum.

Section 6: Following 2022, the 2022 flat dollar increase shall continue on an annual basis and until a successor agreement is ratified. This increase to the employee's base rate shall occur on January 1 of each year. The parties agree to reopen negotiations specific to this provision should the County's revenues decrease or appropriations increase more than what is reasonable and customary or for reasons of economy.

Section 7: Only those employees who are in the employ with the County impacted by a layoff in 2019, or retired from the County service shall receive any retroactive pay.

#### **ARTICLE 39 - PERSONNEL FILES**

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

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

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

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

#### **ARTICLE 40 - 911 CALL CENTER**

Section 1: Employees considered being within the 911 Call Center, with the classifications of fulltime, part-time or part-time on-call:





1) Supervising Public Safety Telecommunicator

Section 2: Employees considered being within the 911 Call Center maintain at minimum hours per rolling 90-day:

- 1) Actual 911 communication dispatching; or
- 2) 24 hours of 911 communication in-service training that meets the County's 911 Call Center requirements.

Section 3: When the 911 Call Center is activated the following titles:

- 1) Supervising Public Safety Telecommunicator shall be moved into Job Group 12

Section 4: Hours of Work

Employees who work within the County's 911 Call Center will have a work period of twelve (12) hour shifts which includes a paid lunch period.

- a) Employees will work a twelve (12) hour schedule in compliance with FLSA.
- b) All hours worked between forty (40) to forty-four (44) hours within a period of one week shall be compensated with compensatory days earned at the same rate as per Article 15 (Overtime) of this Agreement.
- c) All hours worked beyond forty-four (44) hours will be considered overtime and compensated as per Article 15 (Overtime).
- d) An employee may also, with the Sheriff's approval, sell back his/her compensatory time. Compensatory time shall be computed in the same manner as overtime is computed. Employees are limited in the same accumulated no more than one hundred sixty-eight (168) hours or fourteen (14) days of compensatory time bank even if he/she has scheduled time once it has been scheduled and approved off. In the event of an employee's death, all unused compensatory time shall be made to the employee's estate or his/her legal representative.
- e) The Employer will attempt to provide as much notice as possible to any employee required to work mandatory overtime. A rotating list of employees, by title, will be utilized in filling unscheduled overtime.
- f) Employees shall not be subject to mandatory overtime on a shift immediately prior to, or during scheduled leave time or on their regular days off, except for exigent circumstances and immediate public concerns.
- g) Employees shall provide a minimum of three (3) hours, where possible, notice to the employer that they are reporting off.

**ARTICLE 41 - CLOTHING ALLOWANCE**

Section 1: Employees serving in the areas listed below who are employed in non-clerical positions and who would have a tendency to get their clothes soiled and/or damaged in the

normal course of duty shall receive an annual clothing allowance of \$300.00 per year unless their special clothing and/or uniform is provided by the County through a uniform service provider at no cost to the employee.

- All Department of Engineering and Planning non-clerical titles (including those in the Division of Public Works, Office of Roads; Division of Engineering, Office of Bridge and Traffic Safety;
- Department of Central and Shared Services, non-clerical titles in Division of Facilities Management, Office of Fleet Management;
- Department of Human Services, non-clerical titles in the Division of Community and Youth Services, and the Office of Transit.
- Department of Environmental and Public Health Services non-clerical titles (including those in Office of Public Health Nursing, Office of Environmental Health, Office of Mosquito Control; Office of Medical Examiner, and the Office of Weights & Measures.)
- All food service workers' titles.

In addition, any other employees or groups of employees for which the parties hereto mutually agree are entitled to annual clothing allowances. The parties agree to meet to prepare a specific list of eligible job titles for the clothing allowance, which list shall include all job titles which have in the past received the clothing allowance.

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

- a) Employees who worked twelve (12) months in the prior calendar year shall be paid the full allowance within forty-five (45) days after State approval of the County budget but no later than June 1<sup>st</sup> of each year.
- b) Employees who worked less than twelve (12) months in the prior calendar year shall receive a pro rata share of the full allowance within forty-five (45) days after State approval of the County budget but no later than June 1<sup>st</sup> of each year.
- c) To be eligible for clothing allowance provided for in this Section, an employee must be present receipts documenting said expenditure on work related clothing items. The requirement to present receipts for eligibility for clothing reimbursement shall commence beginning with the calendar year 2015 for payment in 2016.

Section 3:

- a) Effective January 1, 2003, in lieu of the provisions of Section 1 above, employees serving in the areas listed below in Subsection (c) who are employed in non-clerical positions and who would have a tendency to get their clothes soiled and/or damaged in the normal course of duty shall receive a standard uniform issue and cleaning services from the uniform supplier with whom the County will have contracted.
- b) The standard uniform issue will include eleven shirts, eleven pants, two mid-weight jackets, one cap, and identification patches.





- c) Covered employees shall include:
- All Division of Public Works non-clerical titles (including titles assigned to the Office of Roads).
  - All Division of Engineering non-clerical titles (including the Office of Bridge and Traffic Safety).
  - All Division of Central Administration non-clerical titles (including the Division of Facilities Management, Office of Fleet Management).
  - All mechanic-related positions in the Office of Transit.
  - Field personnel in the Department of Environmental and Public Health Services
- d) The County shall pay for dress uniforms required for Academy training for employees of the Juvenile Detention Center. Cost of uniforms shall be deducted from the final paycheck of any eligible employee who resigns or is terminated from employment with the County prior to the second anniversary of said employee's date of hire with the County.
- e) Standard uniforms for Juvenile Detention Officers shall be purchased through the Division of Community and Youth Services. Up to \$300.00 per Juvenile Detention Officer shall be provided annually in the Juvenile Detention Center operating budget for the purchase of replacement clothing through the County voucher system.

#### Section 4: Personal Protective Equipment (PPE)

- a) Within the Divisions of Public Works and Facilities Management, the County shall supply personal protective equipment that the County requires employees to wear. Examples of PPE might include, but are not limited to, goggles, safety vests, helmets and gloves.
- b) Effective January 1, 2003, all employees working in field assignments in these divisions shall wear protected toe shoes. These shoes shall be supplied by the County.

Section 5: Tool Allowance: Mechanics who are required to provide their own tools for their positions shall receive a tool allowance of up to \$100.00 per year for 2018 and 2019 and \$200.00 per year for 2020 forward. To be eligible for the tool allowance, the employee must present receipts documenting the tools purchased. Said tools must be directly related to the job performed for the County of Sussex.

#### ARTICLE 42 - LICENSES

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

#### ARTICLE 43 – TRAINING AND CAREER DEVELOPMENT

*[Handwritten initials]*

All full time and regularly scheduled professional/health personnel shall be allowed, wherever possible, education leave to complete programs approved by appropriate professional boards for continuing education units or continuing certification or re-licensure and professional development and education. Requests for such leave shall be made at least one (1) month in advance and shall not be unreasonably denied. Cost of maintaining certificates or licenses shall be paid by the County providing that your current position requires a license or certificate.

**ARTICLE 44 - DURATION OF THE AGREEMENT**

The term of this Agreement shall be in full force and effect through December 31, 2022. The benefits in this Agreement shall remain in full force and effect after termination of this Agreement and until superseded by a successor Agreement.

Signed by the duly authorized representatives of the parties hereto.

FOR THE BOARD OF CHOSEN  
FREEHOLDERS, COUNTY OF SUSSEX:

*[Signature]*  
Sylvia Petillo, Freeholder Director

*[Signature]*  
Teresa Lyons, Clerk of the Board



FOR THE COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO

*[Signature]*  
David Hamer-Hodges, Representative.,  
CWA Local 1032

*[Signature]*  
Christina Marks, President, Branch 10  
CWA Local 1032

*[Signature]*  
Matt Wolfe, Supervisors Chief Steward  
Branch 10, CWA Local 1032

*[Signature]*  
Kevin Byrnes, Branch 10, CWA Local 1032  
Negotiating Committee

*[Signature]*  
Julia Barocas, CWA National Staff  
Representative

*[Signature]*  
David Korver, Branch 10, CWA Local 1032  
Negotiating Committee



**SCHEDULE A****Job Group 01-10**

06466 Supervisor, Building- Low Pressure

Effective 1/1/2019

03904 Supervising Library Assistant

06466 Supervisor Building Services

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 20.90	\$ 38,184	\$ 43,639
2019	\$ 20.90	\$ 38,184	\$ 43,639
2020	\$ 20.90	\$ 38,184	\$ 43,639
2021	\$ 21.26	\$ 38,842	\$ 44,391
2022	\$ 21.56	\$ 39,390	\$ 45,017

**Job Group 2-11**

05110 Supervising Juvenile Detention Officer

Effective 1/1/2019

01177 Chief Survey Party

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 22.31	\$ 40,760	\$ 46,583
2019	\$ 22.31	\$ 40,760	\$ 46,583
2020	\$ 22.31	\$ 40,760	\$ 46,583
2021	\$ 22.64	\$ 41,363	\$ 47,272
2022	\$ 22.96	\$ 41,948	\$ 47,940

**Job Group 3-12**

06609 Assistant Supervisor, Garage Services  
 06654 Road Repairer Supervisor  
 06592 Supervising Bridge Repairer  
 05600 Supervising Omnibus Operator  
 03865@ Supervising Public Safety Tele-communicator  
 06816 Supervisor, Traffic Maintenance  
 04082 Traffic Signal Supervisor 2

Effective 1/1/2019

06842 Tree Maintenance Supervisor

2018 Only

04019 Supervisor of Garage Services

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 23.66	\$ 43,227	\$ 49,402
2019	\$ 23.66	\$ 43,227	\$ 49,402
2020	\$ 23.66	\$ 43,227	\$ 49,402
2021	\$ 24.11	\$ 44,049	\$ 50,342
2022	\$ 24.45	\$ 44,670	\$ 51,052

**Job Group 4-13**

02387 Maintenance Supervisor  
 06784 Supervisor Trades

Effective 1/1/2019

04547 Program Coordinator, Senior Citizen's Transportation

04019 Supervisor of Garage Services

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 25.05	\$ 45,766	\$ 52,304
2019	\$ 25.05	\$ 45,766	\$ 52,304
2020	\$ 25.05	\$ 45,766	\$ 52,304
2021	\$ 25.68	\$ 46,917	\$ 53,620
2022	\$ 26.04	\$ 47,575	\$ 54,372



**Job Group 5-14**

No Current Titles

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 26.42	\$ 48,269	\$ 55,165
2019	\$ 26.42	\$ 48,269	\$ 55,165
2020	\$ 26.42	\$ 48,269	\$ 55,165
2021	\$ 27.35	\$ 49,968	\$ 57,107
2022	\$ 27.74	\$ 50,681	\$ 57,921

**Job Group 6-15**

No Current Titles

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 26.86	\$ 49,073	\$ 56,084
2019	\$ 26.86	\$ 49,073	\$ 56,084
2020	\$ 26.86	\$ 49,073	\$ 56,084
2021	\$ 29.13	\$ 53,221	\$ 60,823
2022	\$ 29.54	\$ 53,970	\$ 61,680

**Job Group 7-16**

2018 Only

01205 Chief Registered Environmental Health Specialist, PH

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 29.18	\$ 53,312	\$ 60,928
2019	\$ 29.18	\$ 53,312	\$ 60,928
2020	\$ 30.22	\$ 55,212	\$ 63,099
2021	\$ 31.02	\$ 56,674	\$ 64,770
2022	\$ 31.46	\$ 57,477	\$ 65,688

**Job Group 8-17**

06984 Chief Public Safety Telecommunicator  
 02915 Public Health Nurse Supervisor

Effective 1/1/2019  
 74206 Supervisor Records Management

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 30.56	\$ 55,833	\$ 63,809
2019	\$ 30.56	\$ 55,833	\$ 63,809
2020	\$ 32.18	\$ 58,793	\$ 67,192
2021	\$ 33.04	\$ 60,364	\$ 68,988
2022	\$ 33.50	\$ 61,205	\$ 69,948

**Job Group 9-18**

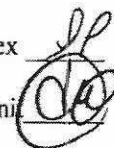
Effective 1/1/2019  
 01205 Chief Registered Environmental Health Specialist, PH  
 02820 Librarian 3

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 32.05	\$ 58,555	\$ 66,920
2019	\$ 32.05	\$ 58,555	\$ 66,920
2020	\$ 34.27	\$ 62,611	\$ 71,556
2021	\$ 35.18	\$ 64,274	\$ 73,456
2022	\$ 35.68	\$ 65,187	\$ 74,500

**Job Group 10-19**

Effective 1/1/2019  
 03902 Librarian 4  
 16492 Supervising Planner  
 2018 Only  
 07378 Chief Librarian

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 33.59	\$ 61,369	\$ 70,136
2019	\$ 33.59	\$ 61,369	\$ 70,136
2020	\$ 37.03	\$ 67,654	\$ 77,319
2021	\$ 38.00	\$ 69,426	\$ 79,344
2022	\$ 38.00	\$ 69,426	\$ 79,344



**Job Group 11-20**

Effective 1/1/2019

07378 Chief Librarian

04671 Supervising Engineer- Highway & Bridges

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 35.14	\$ 64,201	\$ 73,372
2019	\$ 35.14	\$ 64,201	\$ 73,372
2020	\$ 39.97	\$ 73,025	\$ 83,457
2021	\$ 40.47	\$ 73,939	\$ 84,501
2022	\$ 40.47	\$ 73,939	\$ 84,501

**Job Group 11-21**

07782 Chief Engineer

Effective 1/1/2019

02255 Land Surveyor

Year	Minimum	35 Hours Per Week	40 Hours Per Week
2018	\$ 43.10	\$ 78,744	\$ 89,993
2019	\$ 43.10	\$ 78,744	\$ 89,993
2020	\$ 43.10	\$ 78,744	\$ 89,993
2021	\$ 43.10	\$ 78,744	\$ 89,993
2022	\$ 43.10	\$ 78,744	\$ 89,993



**RESOLUTION RE: AUTHORIZING FOR THE FREEHOLDER DIRECTOR AND THE CLERK TO SIGN AND IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT FOR EMPLOYEES REPRESENTED BY THE COMMUNICATIONS WORKERS OF AMERICA, A.F.L.-C.I.O., LOCAL 1032, SUPERVISORY UNIT FOR THE YEARS 2018-2022**

**WHEREAS**, the Board of Chosen Freeholders' Committee for Negotiations and the representatives of the Communication Workers of America, A.F.L.-C.I.O., Local 1032, Supervisory Unit, have reached a tentative Agreement on a renewal contract for the Years 2018-2022; and

**WHEREAS**, the members of the Communication Workers of America, A.F.L.-C.I.O., Local 1032, Supervisory Unit, ratified the tentative Agreement on March 11, 2020.

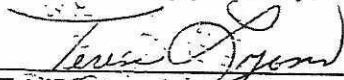
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders hereby authorizes the Freeholder Director and the Clerk to sign the Collective Bargaining Agreement between the County of Sussex and the members of the Communication Workers of America, A.F.L.-C.I.O., Local 1032, Supervisory Unit for the years 2018-2022; 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 members of the Communication Workers of America, A.F.L.-C.I.O., Local 1032, Supervisory Unit, attached hereto and made a part hereof; and

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders does hereby establish salary minimums for the years 2018-2022 pursuant to the Salary Rate Tables 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 Schedules attached be forwarded to the New Jersey Civil Service Commission, P.O. BOX 313, Trenton, NJ 08625; and to Julia Barocas, CWA National staff representative, David Hamer-Hodges, Staff Representative CWA Local 1032, Christina Marks, President Branch 10 CWA Local 1032, Scott Verkon, Vice-President Branch 10 CWA Local 1032, Matt Wolfe, Chief Steward Branch 10 CWA Local 1032, Kevin Byrnes, Branch 10 CWA Local 1032 Negotiating Committee, David Korver, Branch 10 CWA Local 1032 Negotiating Committee.

Certified as a true copy of the Resolution adopted by the Board on the 13<sup>th</sup> day of May, 2020.

  
Teresa Lyons, Clerk

FREEHOLDER	RECORD OF VOTE					
	AYE	NAY	ABST	ABS	MOVE	SEC
Fantasia	✓					
Fasano	✓				✓	
Hertzberg	✓					
Petillo	✓					
Yardley	✓					✓

ABST - Abstain  
MOVE - Resolution Moved

ABS - Absent  
SEC - Resolution Seconded