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## **PREAMBLE**

This Agreement made and entered into the                    day of July, 2005, by and between the Warren County Board of Chosen Freeholders, hereinafter referred to as the Employer and the Communications Workers of America, AFL-CIO, hereinafter referred to as the Union, is the final and complete understanding between the Employer and the Union on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Employer and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

## **ARTICLE 1 -Recognition and Scope**

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

1. All Supervisory and Non-supervisory employees employed by the County of Warren, Department of Human Services, Division of Temporary Assistance and Social Services in the classified service in any permanent position, including provisional employees, as set forth in Schedule A and Schedule B.

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

B. Unless otherwise indicated, the terms “employee” and “employees” when used in this Agreement refer to all persons represented by the Union as defined in Schedule A and Schedule B.

C. New titles may be established by the Employer and added to the bargaining unit. The Union will be notified of the initial salary at the time the new titles are established. The job descriptions of such titles shall not be negotiable and shall be the exclusive prerogative of the Employer to determine. The Union may negotiate (but not grieve) the unit placement and initial salary. However, failure of the Employer and the

Union to agree on such placement and salary shall not delay the filling of the position and the payment of the employee(s) serving therein. When a position title is deleted at TASS, the County will communicate that information to the Local President within thirty days post deletion.

**ARTICLE 2 - Employer's Rights and Responsibilities**

A. It is mutually understood and agreed that the Employer retains the prerogative of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause, promoting, transferring and scheduling employees; to determine the standards of service to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection for employment; to maintain the efficiency of its operations and the technology of performing its works; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; to contract or subcontract for work for services; and to determine the content of job classifications, subject however, in the entirety to civil service regulations and rules promulgated thereunder, and any other applicable law or provisions of this Agreement

B. The prerogative of management concerning hiring, mentioned in Paragraph A set forth above, includes the right to hire at above Step 1 and to a maximum of Step 3 in cases where the Employer has difficulty recruiting for the position or where the employer wishes to recognize prior experience of the applicant. In no case shall a new employee be hired at a salary above an existing employee in the same title and in the same department, regardless of experience.

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

**ARTICLE 3 - DEFINITIONS**

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

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

C. In instances where this agreement refers to limits in days, the number of days shall be business days, Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding Holidays.

#### **ARTICLE 4 - Grievance Procedure**

##### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

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

##### B. Definition

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

##### C. Matters Outside the Scope of Grievance Procedure

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

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

- a. Removal.
- b. Suspension of more than five (5) days at one time.
- c. Demotion indicating a lowering in rank, rate or change.
- d. Layoffs.

- e. Letter removal at end or during working test period.
  - f. Classified reviews.
  - g. Removal of names from eligible list.
  - h. An examination review.
3. The matters which are beyond the scope of this grievance procedure include:
- a. Matters which the Union raised or could have raised during the negotiations that led to this Agreement.
  - b. Matters reserved to the Employer's discretion by this Agreement.
  - c. Disputes concerning terms and conditions of employment governed by statute or state or federal administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law.

#### D. Steps of the Grievance Procedure

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

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

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

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

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

expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. Arbitration

Should the Union wish to move a grievance to arbitration, the parties may have the option of selecting an arbitrator as follows:

1. By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission; or

The parties shall meet at least ten (10) days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

a) The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the Merit System Board. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions, which are not essential in reaching the determination. The decision shall be rendered within thirty (30) days of the hearing.

b) The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Employer authority.

c) The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

d) Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.

e) Employee grievances shall be presented in writing, and to be timely and effective, shall state clearly what the grievance is, identify the contract violation(s), if

any, and state what settlement is requested to resolve the grievance. If a grievance is rejected for failure to comply with the foregoing standards, the grievant shall have two (2) days to re-submit the grievance.

f) Grievance resolutions or decision at Step 1 through Step 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representative of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

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

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

#### H. General

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

2. The parties agree that a shop steward or other Union representative may be

permitted to meet with an employee and the employee's immediate superior in order to adjust grievances without loss of pay, provided such activity does not interrupt the normal operation and business of the public employer.

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

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

5. The Employer representative at the last hearing shall inform the grievant of the name and position of the next higher level of management to whom the appeal should be presented.

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

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

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

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

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

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

Authorized representatives of the Union may enter the premises of the Employer during working hours provided a request has been made to the appropriate Employer representative and approval has been received from such representative. The purpose of

such visitation by a Union representative shall be limited to the conduct of normal duties relating to the administration of this Agreement. However, such visits shall not interfere with the work being performed or the proper service to the public.

## **ARTICLE 7 - Working Hours and Work Week**

Section 1: Any employee, given prior approval for overtime by his or her supervisor, if authorized by the division head, shall be paid time and one-half the employee's regular hourly rate for each hour worked beyond thirty-five (35) hours in the employee's normal work week. Or, upon mutual written agreement approved by both employer and union, the employee may receive compensatory time off at the rate of one and one-half time their regular rate in the form of compensatory time. Overtime may be assigned in certain cases by the Employer or his designee. The refusal or failure to approve or assign overtime is not grievable.

Section 2: All employees will work thirty-five (35) hours during the normal workweek, which is listed below:

8:30 A.M. to 4:30 P.M., Monday through Friday, with one hour lunch.

Section 3: Any employee who is called into work outside of a normal work week, shall be compensated for two (2) hours of pay at a minimum at the rate of one and one-half time his regular hourly rate for the actual hours worked, inclusive of travel time to the work site only. In this instance, compensation may be in the form of overtime payment or compensatory time, as provided in Section 1.

Section 4: All accumulated compensatory time shall be exhausted at the end of the calendar year within which it is earned. If compensatory time cannot be exhausted by the time period indicated above due to pressure of work, such unused time shall be carried forward into the following calendar year by mutual consent of both the employer and employee. Any carry over of compensatory time must be exhausted in the following year or paid in cash if circumstances warrant same.

Section 5: Upon written request and acceptance by the employee, supervisor and Employer, an employee may schedule or be scheduled on a flexible time arrangement to work outside regular working hours. The total hours of work during the work week will not be altered by flex time, and any hours worked over the regular weekly total shall be compensated in accordance with the provisions of this Article.

**ARTICLE 8 - Holidays**

Section 1: The legal paid holidays which are recognized holidays for the purpose of this Agreement are as follows:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | 8. Labor Day               |
| 2. Martin Luther King's Birthday | 9. Columbus Day            |
| 3. Lincoln's Birthday            | 10. General Election Day   |
| 4. President's Day               | 11. Veteran's Day          |
| 5. Good Friday                   | 12. Thanksgiving Day       |
| 6. Memorial Day                  | 13. Day after Thanksgiving |
| 7. Independence Day              | 14. Christmas Day          |

Section 2: To be eligible for a paid holiday, an employee must have worked the last scheduled work day before, and the first scheduled work day after, the holiday unless on authorized leave with pay, excluding educational leave with stipend.

Section 3: Whenever any of the holidays enumerated above fall on a Saturday, the previous Friday shall be observed as the official holiday; and whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday.

Section 4: If an employee is required to work on any of the holidays designated under Section 1 of this Article, he/she shall be compensated at the rate of time and one-half for the hours actually worked, in addition to his/her regular day's pay. Compensation may be in payment or compensatory time, as agreed to by the parties.

**ARTICLE 9- Vacations**

Section 1: Employees may be granted vacation leave as follows:

One (1) working day for each full month of service or major fractions thereof, during the first year;

After one year of service, through five years of service: Twelve (12) working days per year;

After five years of service, through twelve years of service: Fifteen (15) working days per year;

After twelve years of service, through twenty years of service: Twenty (20) working days per year;

After twenty years of service: Twenty-five (25) working days per year.

After twenty-five years of service: Twenty-six (26) working days per year.

After thirty years of service: Twenty-seven (27) working days per year.

After thirty-five years of service: Twenty-eight (28) working days per year.

Service includes all previously determined full-time, temporary, continuous Warren County Welfare Board service immediately prior to permanent appointment with Warren County Division of Temporary Assistance and Social Services, provided there is no break in service of more than one week.

Section 2: The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of such year. Annual leave shall be taken subject to the needs of the service during the current vacation period.

Section 3: Annual vacation shall be granted upon prior approval of the Employer or his designee. For vacations of five days or less, a written request shall be presented to the Employer or his designee one (1) week prior to the dates requested. For vacations more than five (5) consecutive days, a written request shall be submitted to the Employer or his designee two (2) weeks prior to the dates requested.

Section 4: Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year, and may be used on that basis and in accordance with established policy. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Employer unless he or she determines it cannot be taken because of pressure of work. Only one (1) year of earned vacation allowances may be carried forward to the next succeeding year. Where an employee has earned vacation in excess of one (1) year allowance as of October 1, the employee will meet with his supervisor to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

Section 5: Employees granted a leave of absence without pay shall have annual vacation leave credits reduced at the same rate as earned during the period of absence. During the year in which a suspension for major discipline or leave without pay occurs, vacation leave shall be prorated to the nearest half-day using 260 yearly employee workdays as a constant.

Section 6: Upon separation from employment for any reason, an employee shall be entitled to vacation allowance for the current year based on using 260 yearly employee workdays as a constant and will be paid for any accumulated vacation time. If upon separation from employment the employee has taken more vacation time than earned up to that time, an amount shall be deducted from his or her final pay for each day used but not earned.

## **ARTICLE 10 - Sick Leave**

Section 1: Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, injury, accident, exposure to contagious disease, maternity leave, or attendance upon a member of the employee's immediate family, who is seriously ill, or requiring the care or attendance of such employee. Immediate family means (father, mother, spouse, child, foster child, sister, brother, stepfather, stepmother, father-in-law, mother-in-law, stepchild and grandparent or other near relatives residing in the employee's household). It shall also include relatives of the employee residing in the employee's household.

With regard to maternity leave the following shall apply. A pregnant employee shall notify the Employer as soon as practical that she is pregnant. The employee shall give reasonable advance notice of the need for maternity leave. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be entitled to the use of earned and accumulated sick leave during the time prior to the expected date of confinement and for one month after the actual date of birth. Additional sick leave beyond the one month shall be granted upon presentation of a doctor's certificate(s) setting forth the necessity therefore.

### Section 2:

(a) Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave in excess of the number to which he was entitled. Sick leave shall be prorated to the nearest half-day

during the year in which a suspension for major discipline or leave without pay occurs using 260 yearly employee workdays as a constant.

(b) Each employee will be credited with 15 days sick leave annually for each succeeding calendar year of full time employment, which is cumulative. Upon termination of employment supplemental compensation for accumulated unused sick time is permitted pursuant to the provisions of Section 5 below. If upon termination after a year's service an employee has used more sick leave than that to which he is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he is entitled. Sick leave benefits shall be available to both provisional and permanent employees in accordance with law.

Section 3: Each employee is required to notify the Employer Office immediately after 8:30 A.M. but no later than 9:30 A.M., giving the specific reason for the absence. Failure to give notification without valid reason as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report without approval of authorized leave from duty for five consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations. The procedure for notifying the Employer referred to above shall be as follows. The employee shall first call the office reception desk, and after notifying the receptionist shall then request to transfer the call to the employee's supervisor in order to provide any information required by the supervisor or answer any questions which the supervisor may have. The employee's responsibility is limited to asking the receptionist to transfer the call to the supervisor, and if the supervisor cannot be reached, that will not be held against the employee.

Section 4:

(a) A certificate from a licensed physician in attendance may be required as sufficient proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than five days at one time, the Employer may require production of the physician's certificate. However, in the event of absence from duty due to illness for five consecutive working days or more at one time, the employee shall be required to

submit an application for leave of absence form signed by a physician to justify payment of sick leave.

(b) Employees, absent on sick leave for periods totaling fifteen (15) days in one calendar year, consisting of periods of less than five days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less, in which case only one certificate shall be necessary for a period of six months.

(c) Worker's Compensation Insurance and Sick Leave Injury Insurance:

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

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

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

4. The insurance carrier will issue the Worker's Compensation checks to the employee and the Employer will issue to the employee, the portion representing the difference between the compensation payment and the employee's full salary.

5. The Employer or the sick leave insurance carrier at their discretion

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

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

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

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

Section 5: Unused Sick Leave.

A permanent employee who enters retirement (other than deferred retirement) from the employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave, subject to the provisions of the retirement system. The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed \$15,000. This supplemental compensation payment shall be paid in a lump sum after the effective date of retirement, or at the option of the employee, on quarterly dates: January 1, April 1, July 1 and October 1, with payments beginning on the quarterly date next following the date of retirement.

The foregoing reference to the option of the employee is predicated upon the employee notifying the Employer of his intention to retire by no later than October 1 of

the calendar year prior to the calendar year in which retirement shall be effected. If such notification does not occur until subsequent to said October 1 date, then the aforesaid option shall be the Employer's rather than the employee's.

Section 6: The Employer has created and maintains a Sick Leave Donation Program which is reviewed for renewal each year. The Employer agrees to continue this annual review and may continue the program as a prerogative of the Employer.

## **ARTICLE 11 - Personal Leaves**

Section 1: Jury Duty. Each employee shall be allowed leave with differential pay, if required for jury duty. When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance. Time spent on jury duty is not chargeable to vacation. In the event an employee is excused from jury duty prior to one-half (1/2) the employee's workday having been concluded, such employee shall promptly report to work for the balance of the workday. The definition of one-half day recognizes the second half of the day beginning at 1:00 PM. If the jury duty is in a Warren County court, and the employee is released by 11:30 AM or sooner, he/she shall report to work by 1:00 PM. If the jury duty is in a court with a driving time from the agency of up to one hour, and if the employee is released by 10:30 AM, he/she shall report to work by 1:00 PM. If the jury duty is in a court with a driving time over one hour away from the agency, if the employee is released by 9:30 AM, he/she shall report for work by 1:00 PM. Should circumstances prevent the employee from returning to work as indicated, the employee shall notify his/her supervisor of said circumstances. Employees must obtain a certificate from the County Clerk's Office certifying the number of days the employee served on jury duty and submit the certificate to the Employer's Office.

Section 2: Military Leave: Shall be in accordance with County policy. The County Personnel Department shall be notified in advance of any assigned employee military leave.

### Section 3: Personal Days

1. Employees covered by this Agreement shall be entitled to three (3) days of personal leave of absence with pay beginning with the first full year of employment.

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

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

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

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

Section 4: Disability leave for work-connected injury shall be provided to eligible employees, pursuant to N.J.S.A. 11:24A-1 et seq.

Section 5: Aggregate Time Off of 15 days for Union Activities. During any calendar year, the Union may designate and request Union Leave for Union members for conventions or meetings provided in N.J.S.A. 38:23-2, and any amendments thereto. All days granted under the provisions of this paragraph shall be paid leave days. No more than three (3) union members may be granted day(s) off at any one time. All requests for leave will be made in writing two weeks before the leave is to commence. If, in the opinion of the Employer or his designee, the employee's absence from duty on Union business will impede or unduly interfere with the conduct of normal business, then the Employer or his designee may, upon written notice to the employee, deny said leave. The denial of leave is non-grievable.

Section 6: Bereavement Leave. An employee shall be granted Bereavement Leave for a maximum of five (5) working days per year and said Bereavement Leave shall not be

cumulative. Up to three (3) working days may be taken for a first degree relative. One day may be taken for a second degree relative. A first degree relative is defined as: spouse, child, stepchild, foster child, brother, sister, mother, father, grandfather, grandmother, grandchildren, mother-in-law, or father-in-law, son-in-law, daughter-in-law, or other persons sharing the same living quarters. A second degree relative is defined as: uncle, aunt, niece, nephew, cousin, sister-in-law, brother-in-law. The taking of Bereavement Leave may be charged to sick or vacation

Section 7: Other Leaves. Employees subject to the Agreement shall receive leave of absence, without pay, if entitled thereto, at the recommendation of the Director of the Division of Temporary Assistance and Social Services and if approved by the Appointing Authority.

**ARTICLE 12 – Medical Benefits**

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

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

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

Such payment shall continue until the death of the employee.

C. The employee healthcare benefits are as follows:

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

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

D. Prescription Benefit:

The County will provide a prescription plan for all full-time employees covered under this agreement to include the following: Employees will be required to pay a six dollar (\$6.00) co-pay for generic drugs; a twelve dollar (\$12.00) co-pay for brand name

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

E. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for any employee retiring after January 1, 2007. The employer shall pay current hospital and major medical premiums for retired employees in accordance with the provisions of the resolution adopted by the Board of Chosen Freeholders pursuant to NJSA: 40A:10-23.

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

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

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

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

I. The employer shall provide chiropractic services for employees and dependents covered by the County's healthcare plan. The employee is responsible for a co-pay of \$10.00 and the benefit is limited to twenty (20) visits per year. Chiropractic treatment per illness may be limited to fewer than twenty (20) visits as recommended by the County's chiropractic provider. However, this treatment limitation shall not preclude an employee from using the remaining balance of approved visits for future treatment episodes to the maximum of twenty (20) total visits. The employee's co-pay will only be reimbursed for services rendered by chiropractors in the plan's network.

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

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

#### **ARTICLE 13 - Group Life Insurance**

Group Life Insurance benefits shall be provided in accordance with statute and the rules and regulations of the Public Employees Retirement System of New Jersey.

#### **ARTICLE 14 - Pensions**

Pensions and retirement benefits shall be provided to employees of the Employer covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

#### **ARTICLE 15 – Salaries & Wages**

Section 1: Effective January 1, 2005 through December 31, 2005, a new Schedule 05 shall be in effect. Schedule 05 shall represent a 3.50% general wage increase over Schedule 04 for all employees.

Section 2: Effective on January 1, 2006 through December 31, 2006, a new Schedule 06 shall be in effect. Schedule 06 shall represent a 3.0% general wage increase over Schedule 05 for all employees.

Section 3: On June 29, 2006, employees who are not a maximum of the salary range shall receive a merit increment.

Section 4: Effective on January 1, 2007 through December 31, 2007, a new Schedule 07 shall be in effect. Schedule 07 shall represent a 3.50% general wage

increase over Schedule 06 for all employees.

Section 5: Salary adjustments resulting from promotion, reclassification or demotion will be accomplished in the following manner:

Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. If beneficial to the employee, an alternate procedure may be used in which the employee's salary is reconstructed on the basis of the employee's previous employment record.

## **ARTICLE 16 - DISCIPLINE**

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

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

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

D. Union Representation: If an employee is called in for disciplinary reasons by his or her supervisor, the employee shall have the right to have one Union representative present, provided the employee so requests. The supervisor will be responsible for notifying the Union representative's supervisor in order to arrange for the representative to be present during the disciplinary conference if the employee requests union representation.

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

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

G. At any disciplinary hearing, the employee may be represented by his steward, and/or local Union president and other local union officer and/or CWA Staff representative.

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

I. All such hearings shall follow the following format:

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

6. Summation of case by County.

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

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

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

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

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

**ARTICLE 17 - ACCESS TO PERSONNEL FOLDERS AND EVALUATION**

A. Upon prior written request to the Personnel Division, each employee shall, if he requests, be given an opportunity by appointment to review any evaluation of his work performance or conduct prepared during the term of this Agreement and included in his permanent personnel folder. An employee is permitted no more than one such request during each four (4) month period. He may file a written response to such materials within ten (10) working days after reviewing same and, if requested, such response will be attached to and retained with the particular instrument concerned. Any records concerning the performance or conduct of an employee that are passed from one supervisor to another upon the transfer of an employee or his/her supervisor will be available for review by the employee upon request.

B. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon. After the

evaluation form has been signed by the employee, no changes shall be made on that evaluation form. A copy of the employee's evaluation shall be provided to the employee upon request.

### **ARTICLE 18 – Longevity**

Effective with the calendar year 2003, the longevity payment schedule shall be:

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

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

All longevity payments shall be paid no later than December fifteenth in the year which they occur. Any employee who works in a calendar year and leaves the employ of the County prior to the aforementioned date of longevity disbursement shall receive a prorated longevity payment based on the number of applicable service months earned in said year prior to their date of departure.

### **ARTICLE 19 - General Provisions**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been the subject for collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, subject to the provisions of Article 36.

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

C. If any provision of this Agreement or applications of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by legislative act, or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

D. When used in this Agreement, terms of the masculine gender shall be deemed to include the feminine gender and vice versa, unless a different interpretation is clearly intended from the context in which such term is used. Singular words shall be deemed to include the plural, and vice versa, unless a different interpretation is clearly intended from the context in which used.

#### **ARTICLE 20 - JOB POSTING**

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

B. With regard to all vacancies other than promotional vacancies, the County will, after any freeholder meeting where action is taken pertinent to this subject matter, post in the same places as stated in paragraph A, a summary sheet of all current vacancies in classified positions, to include job title, job title code, location/department, and closing date for the application. Each notice will remain posted until the next freeholder meeting where action is taken pertinent to this subject matter, at which time a new notice will be posted revised to reflect such freeholder action as well as to delete positions whose application closing date has expired.

#### **ARTICLE 21 - Breaks**

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

#### **ARTICLE 22 – Labor Management Meetings**

A. A Committee consisting of the Administrator or his designee and Union representatives may meet for the purposes of reviewing the administration of the

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

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

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

## **ARTICLE 23 - Payroll Deductions**

### Section 1: For Union Dues

(a) Upon request, the Employer agrees to deduct from the salaries of those of its employees who authorize it, Union membership dues. Authorization must be in writing and comply with the provisions of N.J.S.A. 53:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with law each pay period, and monies collected, together with records of any corrections, shall be transmitted to the treasurer of the Union by the first of each month following collection.

(b) If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Employer written notice prior to the effective date of such change, and shall furnish to the Employer a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

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

### Section 2: For Other Purposes.

Upon request, the Employer agrees to provide for payroll deductions from salaries of those of its employees who authorize it, for payment for any future benefit plan sponsored by the Union, (for example, for credit union membership, private group

disability plan). Such deductions are contingent upon the union providing appropriate written request from participants at least 30 days prior to the start of the deductions. Agreement is also contingent upon the ability of the payroll data processing system being able to process said deductions.

The Union shall indemnify, defend and hold harmless Warren County against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of the action taken by the Employer in reliance upon salary deduction authorizations submitted by the Union.

#### **ARTICLE 24 - STORM DAYS AND EMERGENCIES**

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

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

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

#### **ARTICLE 25 - Transportation Allowance**

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

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

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

#### **ARTICLE 26 - Employee Automobile Insurance**

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

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

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

#### **ARTICLE 27 - Tuition Reimbursement**

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

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

B. Reimbursement will be contingent upon:

1. By no later than the first day of the course, an interested employee must submit a written request for course work. The request must be presented to the employee's department head for initial approval and to the County Administrator and

Personnel Division for final approval and authorization that funds are available. The employee will be notified as to the approval or disapproval of his application within two (2) weeks. Within four (4) weeks after completion of the course work, the employee shall submit to the County Administrator and Personnel Department, via the department head, certification of successful completion of the course work on the proper form. Payment will be made to the employee after approval by the County Administrator and Personnel Division and after the employee has completed and signed the proper voucher form.

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

3. Courses shall be taken outside the employee's normal working hours and shall not interfere with the individual's responsibilities of employment. If leave time is needed for travel to a course, up to four (4) hours of available release time per week may be granted with the supervisor's approval, so long as said release time hours are made up with in the pay period during which they occur.

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

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

6. A maximum of fifteen (15) credits per calendar year may be taken by employees.

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

make the employee "permanent", in that event the employee will be required to repay the Employer the financial value of the tuition reimbursement that has not been repaid via said work commitment.

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

9. The following annual amount will be appropriated by the Employer for the employees of the Division of Temporary Assistance and Social Services: \$15,000. Reimbursement to eligible employees will be on a "first come, first served" basis until such time as the appropriation is depleted.

#### **ARTICLE 28 - SEVERANCE PAY**

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

#### **ARTICLE 29 - Temporary Disability Benefits**

##### Section 1: Temporary Disability Insurance Coverage

The Employer will continue to implement participation in the State Temporary Disability Program.

#### **ARTICLE 30 - Out of Title Work**

Employee or Union claims that assigned job duties do not conform with approved State Department of Personnel job specifications for a particular title shall be processed as classification appeals in accordance with N.J.A.C. 4A: 3-3.9 et. seq.

#### **ARTICLE 31 - Health and Safety**

Health and safety are concerns of both the Employer and the Union. Accordingly, both parties mutually recognize the need for a safe and healthful work environment for all employees covered by this Agreement. The Employer therefore agrees to comply with all applicable federal and/or State laws and regulations governing health and safety. The

Employer will allow one (1) represented employee to participate in the County-wide Safety Advisory Coalition on Employer paid time.

**ARTICLE 32 - Employee Notification**

A. The parties agree that the Employer has the right to make reasonable rules and regulations. The Employer will first give the Union sufficient notice of its proposal and the Union then will make a timely demand to negotiate. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established and the Union agrees to negotiate the same in good faith.

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

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

**ARTICLE 33 - UNION PRIVILEGES**

**A. Bulletin Board**

The County will permit the Union to use a bulletin board in each facility approved by the County. The bulletin board may be used only for official Union business and then only for meeting notices, posting of lists of officers and stewards, announcement of social and recreational events and activities and changes of written work rules and policies. No anonymous, malicious or inflammatory material may be posted. The County reserves the right to unilaterally remove any posted material not meeting the conditions and requirements of this Article, which removal shall not be grievable under this Agreement.

**B. Use of Facilities and Equipment**

The Employer agrees to permit the Union to use a County facility with prior approval of the Employer, upon written notice given five (5) days in advance upon the conditions that the Union agrees to indemnify and hold the County harmless for the use of the premises and to reimburse the County for any and all damages to County property

caused by the Union's activities. The facilities to be used shall include only the meeting room at the Warren County Annex Building, and the meeting or conference rooms in the County Administration Building.

#### **ARTICLE 34 - Agency Shop**

Section 1: Any employee in the negotiating unit who does not join the Union within thirty (30) days from the execution of this Agreement, or any new employee who does not join the Union within thirty (30) days of initial employment within the negotiating unit, and any employee previously employed within the unit who returns and who does not join the Union within ten (10) days of reentry into employment within the unit, shall pay a representation fee in lieu of dues to the Union by payroll deduction. The representation fee shall be an amount equal to no more than 60% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of representation fee upon sixty (60) days written notice to the Employer to reflect changes in the regular union membership dues, fees and assessments. In order for this Article to become effective, the Union must provide to the Employer and to the employees referred to above, sufficient evidence that it has complied with the statutory requirements to establish an interval procedure for non-members who seek to challenge the appropriateness of the representation fee. The Union shall comply with Chapter 477, Public Laws of 1979 in all respects.

Section 2: With respect to representation fee deductions, the Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Employer pursuant to the above provisions concerning representation fee.

Section 3: The Employer will endeavor to inform new employees hired after the date this Agreement is signed of the above noted provisions. However, it shall be the responsibility of the Union to contact new employees to address Union membership and to inform the new employees of the representation fee for those who choose not to join the Union.

#### **ARTICLE 35 - No Strike Pledge**

A. The Union assures and pledges to the Employer that its goals and purposes are such that it does not condone strikes or threats thereof by public employees or work

stoppages, slowdowns, or any other such actions which would interfere with service to the public or violate the Constitution or laws of the State of New Jersey; and the Union and the employees agree that they will not initiate nor participate in such activities nor encourage members of the unit to initiate or participate in the same; and the Union will not support anyone acting contrary to this provision.

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

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

#### **ARTICLE 36 - Duration**

A. Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing January 1, 2005 and shall remain in effect and full force through December 31, 2007. Any changes in salary or other economic benefits will apply only to those employees in the employ of the County as of the date of the signing of this Agreement or who retired (within the meaning of PERS) from the County or who died or who were on layoff after January 1, 2005, and prior to the signing of this Agreement.

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

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

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

WARREN COUNTY

ATTEST:

BOARD OF CHOSEN FREEHOLDERS

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ATTEST:

COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

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## SCHEDULE “A”

<u>Title</u>	<u>Range</u>
Account Clerk	08
Clerk Transcriber	09
Clerk Typist	08
Human Services Specialist I	14
Human Services Specialist II	16
Human Services Specialist III	19
Income Maintenance Aide	11
Paralegal Specialist	16
Principal Account Clerk	14
Principal Clerk	14
Principal Clerk Transcriber	14
Principal Data Control Clerk	14
Senior Account Clerk	11
Senior Clerk Transcriber	11
Social Service Aide	09
Social Worker	19
Supervising Account Clerk	18
Supervising Data Control Clerk (1/1/2000)	18 abolished (10/12/05)

but excluding therefrom managerial executives, supervisors within the meaning of the Act, confidential employees (which includes the Administrative Secretary of the Employer) and Fiscal Officer.

**SCHEDULE "B"**

**(Supervisor Titles)**

<b><u>Title</u></b>	<b><u>Range</u></b>
Human Services Specialist IV	22
Social Work Supervisor	22
Management Information Systems Coordinator	22

Division of Temporary Assistance

Schedule 05		3.50% Increase						
STEP	Range 8	Range 9	Range 11	Range 14	Range 16	Range 18	Range 19	Range 22
1	21184.00	22244.00	24524.00	28390.00	31299.00	34507.00	36233.00	41944.00
2	22244.00	23356.00	25751.00	29808.00	32863.00	36233.00	38046.00	44042.00
3	23303.00	24468.00	26976.00	31229.00	34429.00	37958.00	39856.00	46139.00
4	24362.00	25580.00	28203.00	32647.00	35995.00	39684.00	41667.00	48235.00
5	25422.00	26693.00	29429.00	34067.00	37559.00	41408.00	43480.00	50333.00
6	26480.00	27805.00	30655.00	35488.00	39125.00	43134.00	45292.00	52430.00
7	27540.00	28917.00	31881.00	36906.00	40689.00	44860.00	47103.00	54528.00
8	28599.00	30029.00	33107.00	38326.00	42254.00	46585.00	48914.00	56625.00
9	29658.00	31141.00	34333.00	39745.00	43819.00	48311.00	50726.00	58722.00
10	30718.00	32254.00	35560.00	41165.00	45385.00	50036.00	52538.00	60820.00
11	31777.00	33365.00	36786.00	42573.00	46949.00	51761.00	54349.00	62917.00
12	32835.00	34478.00	38012.00	44003.00	48514.00	53487.00	56161.00	65015.00

Schedule 06		3.00% Increase						
STEP	Range 8	Range 9	Range 11	Range 14	Range 16	Range 18	Range 19	Range 22
1	21,820.00	22,911.00	25,260.00	29,242.00	32,238.00	35,542.00	37,320.00	43,202.00
2	22,911.00	24,057.00	26,524.00	30,702.00	33,849.00	37,320.00	39,187.00	45,363.00
3	24,002.00	25,202.00	27,785.00	32,166.00	35,462.00	39,097.00	41,052.00	47,523.00
4	25,093.00	26,347.00	29,049.00	33,626.00	37,075.00	40,875.00	42,917.00	49,682.00
5	26,185.00	27,494.00	30,312.00	35,089.00	38,686.00	42,650.00	44,784.00	51,843.00
6	27,274.00	28,639.00	31,575.00	36,553.00	40,299.00	44,428.00	46,651.00	54,003.00
7	28,366.00	29,785.00	32,837.00	38,013.00	41,910.00	46,206.00	48,516.00	56,164.00
8	29,457.00	30,930.00	34,100.00	39,476.00	43,522.00	47,983.00	50,381.00	58,324.00
9	30,548.00	32,075.00	35,363.00	40,937.00	45,134.00	49,760.00	52,248.00	60,484.00
10	31,640.00	33,222.00	36,627.00	42,400.00	46,747.00	51,537.00	54,114.00	62,645.00
11	32,730.00	34,366.00	37,890.00	43,850.00	48,357.00	53,314.00	55,979.00	64,805.00
12	33,820.00	35,512.00	39,152.00	45,323.00	49,969.00	55,092.00	57,846.00	66,965.00

Schedule 07		3.50% Increase						
STEP	Range 8	Range 9	Range 11	Range 14	Range 16	Range 18	Range 19	Range 22
1	22,584.00	23,713.00	26,144.00	30,265.00	33,366.00	36,786.00	38,626.00	44,714.00
2	23,713.00	24,899.00	27,452.00	31,777.00	35,034.00	38,626.00	40,559.00	46,951.00
3	24,842.00	26,084.00	28,757.00	33,292.00	36,703.00	40,465.00	42,489.00	49,186.00
4	25,971.00	27,269.00	30,066.00	34,803.00	38,373.00	42,306.00	44,419.00	51,421.00
5	27,101.00	28,456.00	31,373.00	36,317.00	40,040.00	44,143.00	46,351.00	53,658.00
6	28,229.00	29,641.00	32,680.00	37,832.00	41,709.00	45,983.00	48,284.00	55,893.00
7	29,359.00	30,827.00	33,986.00	39,343.00	43,377.00	47,823.00	50,214.00	58,130.00
8	30,488.00	32,013.00	35,294.00	40,858.00	45,045.00	49,662.00	52,144.00	60,365.00
9	31,617.00	33,198.00	36,601.00	42,370.00	46,714.00	51,502.00	54,077.00	62,601.00
10	32,747.00	34,385.00	37,909.00	43,884.00	48,383.00	53,341.00	56,008.00	64,838.00
11	33,876.00	35,569.00	39,216.00	45,385.00	50,050.00	55,180.00	57,938.00	67,073.00
12	35,004.00	36,755.00	40,522.00	46,909.00	51,718.00	57,020.00	59,871.00	69,309.00

