

Agreement

-Between-

THE COUNTY OF HUNTERDON

And

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

For the period

January 1, 2003 through December 31, 2005

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ARTICLE 1

SCOPE OF AGREEMENT AND BARGAINING UNIT

The Employer acknowledges that it has ascertained that C.W.A., hereinafter referred to as the Union, represents a majority of the employees set forth in the bargaining unit, and is, therefore, legally entitled to recognition by the Employer as the sole and exclusive bargaining representative of the employees in the bargaining unit.

The Employer recognizes that this Agreement constitutes an obligation of the Employer, and that the terms and provisions of this Agreement shall embrace all present and future permanent, provisional and temporary positions, full-time and part-time, in all Departments of the County of Hunterdon, and all other positions wherein authorization has been given to the Union to act on behalf of employees in such positions.

The appropriate bargaining unit shall consist of all employees of the County of Hunterdon, including some Supervisors, (as recognized past practice of the Union, except as excluded below), in any position, whether such employees are of provisional, permanent, or temporary, excepting employees of the Parks Department, Board of Elections, Jail employees (with the exception of cooks, nurses, and clerical employees), Sheriff's Officers-Law Enforcement, Chief Sanitarian Inspectors, County Detectives-Prosecutor's Office, Department Heads, any appointed or elected officials, Assistant County Engineer, Assistant County Road Supervisor(s), or any employee the Parties agree is in a confidential position whose work is involved solely in the labor relations process. Also excluded are Supervisors (Foreman) of the roads, bridges, traffic, construction and mechanics crews and other supervisors who are in a separate CWA Bargaining Unit.

Unless otherwise indicated, the terms employee or employees, when used in this Agreement, refer to all persons represented by the Union in the above defined negotiation unit.

Prior to hiring a grant-funded employee into a new title in a position that is appropriate to the bargaining unit, the County will notify the Union of the proposed title, the proposed salary and the reasons therefore. Within two weeks of this notification, there will be up to two negotiations meetings, if necessary, to negotiate the salary. If the parties cannot agree on the appropriate salary the County can hire an employee into the new title at the County's proposed salary and the title shall be in the bargaining unit.

Prior to hiring a new employee into a newly created grant-funded position, it will be posted in accordance with Article 21.

Whenever the Employer hires an employee into any position that is not listed in

Appendix A, the Union will be notified of the employee's name, title, DOP status, salary and date of hire.

ARTICLE 2

PAYROLL DEPOSIT AND DEDUCTIONS

A. DUES CHECKOFF:

The Employer will deduct current uniform dues of employees who are members of the Union beginning with the next pay period following receipt of a duly executed form acceptable to the Employer. Such authorization may only be revoked upon thirty (30) days' notice prior to July 1. Monthly, the Employer will forward a list of all employees hired or terminated during the preceding month.

It shall be the sole obligation of the Employer to remit sums deducted to the Sec/Treasurer of the Union by the fifteenth (15) of the month following the month in which it deducts them, with a list of those employees for whom the deductions have been made. Dues shall be sent to Washington, DC to the C.W.A. Sec/Treasurer.

The Union shall hold the Employer harmless against all claims, demands, or other forms of liability that may arise out of the Employer deducting sums as Union dues pursuant to this Article.

B. AUTOMOBILE INSURANCE COVERAGE:

In the event the Union arranges for auto insurance coverage, the County agrees to provide payroll deductions for automobile insurance coverage for members of an appropriate group who so authorize such deductions. The Union shall hold the Employer harmless against all claims, demands or other forms of liability that may arise out of the Employer deducting sums pursuant to this Article.

The Employer also reserves the right to require a Hold Harmless Agreement from the carrier providing such group automobile insurance coverage. The contract between the insurance carrier and the County shall contain provisions reasonably acceptable to both the County and the Union.

C. Direct Deposit

The Employer will continue_a direct deposit program such that employees may designate a banking institution into which they may have their paycheck electronically deposited.

ARTICLE 3

MANAGEMENT

It is mutually understood and agreed that the Employer has the prerogatives of management in the direction of the employees including, but not limited to, the rights of hiring, suspending, discharging in accordance with Department of Personnel Rules, promoting, transferring, scheduling to determine the standards of services to be offered by its agencies, take necessary actions in emergencies, determine the standards of selection for employment, maintain the efficiency of its operations, technology of performing its work, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classifications, subject to Department of Personnel Regulations, and any other applicable law or provision of this Agreement.

ARTICLE 4

UNION REPRESENTATIVES

The Union shall 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. A list of Union designated representatives shall be provided the Employer.

Any authorized representatives of the Communications Workers of America, so designated, shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of this Agreement.

The Department Head of the area to be visited shall be notified prior to such visit. Such visits shall not interfere with proper service to the Public.

ARTICLE 5

RIGHTS AND PRIVILEGES OF THE UNION

The Board of Chosen Freeholders agrees to make available to the Union all public information concerning the financial resources of the County, together with information which may be necessary for the Union to process any grievance or complaint.

The Union representatives shall be permitted to participate, during normal working hours, in negotiations, grievance proceedings, conferences, or meetings with the Employer with no loss in pay. This shall apply to any employee in connection with his or her grievance.

Representatives of C.W.A., or its affiliate so designated, 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 of the service. In addition, representatives authorized by the local union shall be entitled to attend C.W.A. conferences, training sessions and state or national meetings. No more than twenty-five (25) days per year (aggregate total of individual days off) shall be allowed under this provision. In calendar years 2000 and 2001, an additional ten (10) days (aggregate total of individual days off), may be taken for the sole purpose of training shop stewards. This provision concerning shop stewards may be renewed in subsequent years by mutual agreement. Unused days shall not be accumulative and any unused days shall be canceled at the end of the calendar year. No employee can utilize more than ten (10) of these days per year plus up to two (2) additional days to be used exclusively for shop steward training.

The Union may continue to utilize bulletin boards and mailboxes. The Union may utilize meeting rooms after normal business hours for local membership meetings when those rooms are not otherwise in use, provided there is no additional cost or expense to the County. Prior notice of the use of a room shall be provided to the County Administrator.

Reasonable use of telephone and telefax equipment shall be permitted, limited to calls necessary for legitimate Union business required to be performed during normal business hours.

Should the representative of the Union, or the Union itself, cause any malicious damage to any facility or equipment owned by the County, the Union hereby agrees to either repair such facility or equipment at its own cost, or to reimburse the County for the reasonable cost to repair said facility or equipment.

EMPLOYEE REPRESENTATIVES WHO ARE TO BE PRESENT AT NEGOTIATIONS:

1. No more than six (6) employees shall appear and negotiate for CWA.
2. For obvious reasons, there shall be no limit as to the composition of an employee negotiating committee, if the negotiating sessions are conducted after working hours.
3. After the instant agreement is executed, and until such time as a successor contract is consummated, the number of employees who negotiate during working hours should consist of no more than one (1) employee representative from a department, except that the President of the employee Union may participate in negotiations together with another employee from his department.

ARTICLE 6

ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

The Employer and the Union understand and agree that all Rules promulgated by the New Jersey Department of Personnel shall be binding upon both Parties.

ARTICLE 7

RULES OF THE EMPLOYER

All rules and regulations promulgated by the Employer for the proper and efficient operation of the Public Service shall be duly and conspicuously placed.

A copy of all new rules and regulations promulgated by the Employer will be given to the Union. Failure to give the Union a copy will not affect the validity of the rule or regulation. The time limit to challenge the rule's validity will begin upon the Union's receipt of a copy of the rule or regulation.

The Employees covered by this Agreement who work in the Corrections Department must also comply with the Corrections Department's Policies and Procedures, including the Rules of Conduct.

ARTICLE 8

HOURS OF WORK

It is understood by the Parties that the hours of work in existence at the time of this Agreement for all departments shall remain in full force and effect until mutually changed. Either party reserves the right to request a change in working hours. This request will be subject to negotiations.

Those employees obligated to work in the field, or on the road traveling, shall compute their hours of work on a portal-to-portal basis.

A. COUNTY EMPLOYEES WORKING 35 HOURS

Work Week: Monday through Friday
8:30 a.m.-4:30 p.m. 1 Hour Lunch

LIBRARY

Work Week A: (Employees hired prior to 2/26/72)

Monday through Friday

Shift 1A:	8:30 a.m.-4:30 p.m.	1 Hour Lunch
Shift 1B:	9:00 a.m.-5:00 p.m.	1 Hour Lunch
Shift 2:	1:30 p.m.-9:00 p.m.	1 Hour Lunch

Work Week B: (Employees hired on or after 2/26/72, or earlier if voluntary)

Tuesday through Saturday

Saturday hours are 9:00 a.m.-5:00 p.m.

Same Hours & Shifts as above.

Employees hired after February 26, 1972 may work Tuesday through Saturday and shall be given preference for assignment to an appropriate position on the Monday through Friday work week based upon seniority. For the purposes of this Article, Seniority is defined as length of continued service with the County from date of hire.

The Library shall be open in the summer on Saturdays during the same hours that it is open at other times of the year. The Employer shall, if requested, allow a maximum of one (1)

professional Library employee and two (2) non-professional Library employees to have scheduled days off on a Saturday, such as vacation days, or personal days. These Saturday scheduled days off shall not be affected by sick leave or other similar leaves.

Sunday Hours at the Library.

Sunday hours at the Library will be from 1 PM to 5 PM. The following will govern these hours:

1. All employees in the Library Assistant series titles will be compensated at the rate of \$75 for the four hours or at the overtime rate of 1.5, whichever is greater, except as modified in paragraphs 5 and 6 below.
2. All employees in the Librarian series titles will be compensated at the rate of \$120 for the four hours or at the overtime rate of 1.5, whichever is greater, except as modified by paragraphs 5 and 6 below.
3. The rates in paragraphs 1 and 2 apply to existing full-time or part-time employees except that part-time employees who volunteer to work every Sunday will be paid their regular straight time rate and shall be eligible for health benefits if they work 20 hours or more per week.
4. For all new part-time employees who are hired after August 14, 2000 to work on Sundays the County may establish pay rates of \$12.50 per hour for the Library Assistant series or \$20 per hour for the Librarian series.
5. The County can establish work weeks for full-time or part-time new hires that include Saturday and Sunday hours, or a combination thereof. The County may offer existing employees the opportunity to convert to such a work week. Individuals employed for such work weeks are paid the regular straight contract rates for Sunday.
6. On a voluntary basis, an employee may request a flexible or four-day compressed work week which includes Sunday hours. Such a work schedule may be implemented with the consent of management. Such work weeks need not be established for the entire year, but may be agreed to on a periodic basis. Sunday hours worked under such a schedule shall be compensated at straight time.

7. No existing employee shall be required to work more than five Sundays per year.
8. Existing employees will be asked to volunteer for Sunday hours to cover those periods for which permanent part-time employees are not available. Existing full time employees may be assigned to the duty in the event that there are insufficient volunteers and, or, permanent part-timers. Employees with the least seniority shall be assigned first and given the opportunity to select the Sunday they wish to work. Employees shall then each select in order of seniority until all required Sunday slots are filled.
9. If an employee has a regular work-week of either Monday through Friday or Tuesday through Saturday, and he/she works more than five Sundays in a calendar year, then beginning with the sixth Sunday, and all subsequent Sundays in that calendar year, the employee may request to be paid for the Sunday work in compensatory time and, in that case, will receive seven hours compensatory time for every four hours worked.

B. COUNTY EMPLOYEES WORKING 40 HOURS

1. ROADS & BRIDGES

Work Week: Monday through Friday
 7:30 a.m.- 4:00 p.m. 1/2 Hour Lunch

2. BUILDING MAINTENANCE WORKERS

Work Week:	Monday through Friday	
Shift 1:	6:30 a.m. - 3:00 p.m.	1/2 Hour Lunch
Shift 2:	3:30 p.m. -12:00 a.m.	1/2 Hour Lunch
Shift 3:	8:00 a.m. - 4:30 p.m.	1/2 Hour Lunch

Maintenance Repairers and Heating and Air Conditioning Mechanic shall work Monday through Friday starting at 8:00 a.m., and working until 4:30 p.m. with one-half (1/2) hour for lunch.

3. OTHER DEPARTMENTS

Work Week: Monday through Friday
 8:00 a.m. – 4:30 p.m. ½ hour lunch

C. JAIL (CORRECTIONAL) EMPLOYEES

1. COOKS

Shift A:	4:30 a.m. to 12:30 p.m.
Shift B:	7:00 a.m. to 3:00 p.m.
Shift C:	11:00 a.m. to 7:00 p.m.

The County may move the beginning and ending times of any shift by up to one-half (1/2) hour in either direction. Thirty (30) days' notice will be given of any change.

2. NURSES

Shift A:	7:30 a.m. to 3:30 p.m.
Shift B:	3:30 p.m. to 11:30 p.m.

The County may move the beginning and ending times of any shift by up to one-half (1/2) hour in either direction. Thirty (30) days' notice will be given of any change.

3. ACCOUNT CLERK

8:30 a.m. to 4:30 p.m.

4. FOR ALL EMPLOYEES

a. A regular tour of duty is five (5) days on, followed by two (2) consecutive days off.

b. One fifteen (15) minute break during the first half of the shift and one fifteen (15) minute break during the second half of the shift and a thirty (30) minute break for lunch. Breaks are non-cumulative. The actual scheduling of the breaks will be at the Unit Supervisor's sole and absolute discretion. Break time may be changed due to the needs of the service.

c. The parties wish to avoid any dispute between them as to the application of the provisions of the Fair Labor Standards Act (F.L.S.A.) to the terms of this contract, in particular, this overtime provision and the provision of this contract entitled Hours of Work and Scheduling. All contract provisions have been negotiated with the complete understanding of the terms of the F.L.S.A. The parties have negotiated and reached this Agreement based upon the assumption that there will be no overtime paid other than outlined in this contract. The parties agree for the purposes of future interpretation of F.L.S.A. issues only, and no other purpose, that the actual work day is seven and one-half (7-1/2) hours, plus a paid half hour lunch. Any F.L.S.A. claim filed by an employee is to be evaluated on the basis that overtime is not payable until the

employee has worked a full forty (40) hour week.

d. Employees shall have the opportunity to bid on shift assignments based on seniority. Actual assignments shall be at the discretion of the Warden, whose decision shall be final. Once an employee is assigned to a shift, the employer has the absolute right, at its sole discretion, to reassign the employee to another shift, if necessary in the Employer's opinion, to maintain operational effectiveness or efficiency (including employee performance), to accommodate in-service training for the employee reassigned or other employees, to accommodate the training of new employees, to insure that all employees are cross-trained and are capable of performing all tasks and job duties or responsibilities on any shift, to insure an adequate number of trained personnel on any shift, or to insure adequate coverage in view of vacation and other leaves of absence taken by fellow employees (including single day absences). The Employer shall not change the employee's shift in an arbitrary or capricious manner. The employer will endeavor to give as much notice as possible so the employees will have time to adjust their personal schedules. Grievances over assignment or reassignment shall end at Step 3 and shall not be arbitrable.

D. FLEXIBLE WORK HOURS

1. The County may change the starting time for the Roads and Bridges Department, Building and Maintenance Department and Engineering Department with the unanimous consent of affected employees under the following conditions:

- a. The Union shall receive notice of any change by 12 o'clock noon the day before. The Union will designate whom to contact for each work area.
- b. Flex-time will not be utilized in the Roads and Bridges or Building and Maintenance Department for snow removal duties.
- c. No employee will be reassigned to another crew against his/her will as a result of change in starting time.
- d. No employee will start earlier than two (2) hours prior to the normal starting time of their shift.

2. In regard to Health Department professional employees, with the mutual consent of both employer and employee, the hours of work of any employee can be changed to accommodate the work schedule. The Union shall receive notice of any change by 12 o'clock noon the day before. The Union shall designate whom to contact.

3. a. An employee may request flexible work hours, including the opportunity to work through lunch in exchange for a shorter work day, to deal with personal

circumstances with the understanding that the final, grievable, but non-arbitrable, decision as to whether to grant or deny the request shall be in the sole discretion of the County.

b. The supervisor will meet with the employee to discuss the individual request. The supervisor will attempt to accommodate the personal needs of the employee who requests flexible work hours, taking into consideration the needs of the Department. In the event the request is denied and the employee then requests the reason for the denial to be put in writing, a copy of this shall be given to the employee and the Union.

c. If any employee requests a regular change in work schedule, a change which exceeds three consecutive days in duration, or a change for more than eight work days in total during the year, the written approval of the County Administrator is required. The approval or denial of any flexible work-hour request for which the approval or denial of the County Administrator is required, must be put into writing and the Union must be given a copy thereof.

d. The County may also approach an employee, or group of employees, about altering work hours to accommodate a special need of the County, but no employee shall be mandated to work flexible work hours.

E. COMPRESSED WORK WEEKS Any new proposals for employees to be on a compressed work week will be forwarded to the Union for its approval.

F. TELEPHONE OPERATORS

Telephone operators may leave their position during breaks when relieved.

G. ENGINEER'S DEPARTMENT

Workweek: 40 hours

The possible hours of work are as outlined below. The actual hours are to be set at County's discretion.

Monday through Friday

8:00 A.M. - 5:00 P.M.	-	1/2 hour lunch
8:30 A.M. - 5:00 P.M.	-	1/2 hour lunch
8:00 A.M. - 4:30 P.M.	-	1/2 hour lunch

The County may set uniform times for the entire Department or permit individual employees to work on different schedules, whichever works out best for the efficiency of the Department.

H. CONVERSION OF OTHER DEPARTMENTS TO FORTY (40) HOUR WEEK.

The C.W.A. agrees to consider requests by the County for the conversion of other departments to a forty (40) hour week on a case by case basis, and to negotiate over those conversions in good faith during the life of the contract.

The following Departments have been permanently converted to a forty (40) hour week:

Administrator	Planning
Clerk to Board	Purchasing
Comptroller	Surrogate
Engineers	Treasurer
Personnel	

I. OPTIONAL CONVERSION OF EMPLOYEES FROM 35 TO 37.5 OR 40 HOUR WEEK

1. In the event the County determines that there is a need to expand the hours of work of one or more employees in a department, the County will offer the current employees the option of increasing their hours of work from 35 to either 37.5 or 40 hours per week.

2. The County will determine the core hours that an employee must work and the number of employees in the department, by title, that may opt to increase their weekly hours and post a notice to this effect. Once the County posts the notice of the number of employees permitted to increase their hours, employees in that department may bid on this opportunity. The County will select employees based upon their total employment seniority with the County. Total employment seniority will be the length of continuous employment with the County.

3. Once an employee has been selected to increase their hours to 37.5 or 40, they will attempt to mutually schedule the actual hours that the employee will work each week. However, the County retains the final authority to establish the hours of work. Once established, the employee must continue to work these increased hours, unless there is mutual agreement between the County and the employee to reduce their hours.

4. Any employee working a 37.5 hour work week will have an annual salary that is 7.14% greater than when working the 35 hour work week. Any employee working a 40 hour work week will have an annual salary that is 14.29% greater than when working the 35 hour work week.

ARTICLE 8A

HOURS OF WORK FOR COMMUNICATION OPERATORS

A. NORMAL WORK HOURS

Communications Operators and Senior Communications Operators, hereinafter "Operators," shall work a schedule of six (6) days within a nine (9) day period. There shall be no extra compensation provided to full-time employees for working the sixth (6) day during a nine (9) day period. In the event a full-time employee is required to work, and does work, more than eight (8) hours in any work day, or more than six (6) days in a nine (9) day period, she/he shall receive overtime pay for each hour worked at the rate of one and one-half (1- 1/2) her/his straight time rate of pay.

B. COMMUNICATION OPERATORS' SHIFT ASSIGNMENTS

Full-time Communications Operators shall work on a steady shift basis as follows:

2300 Hours - 0700 Hours
0700 Hours - 1500 Hours
1500 Hours - 2300 Hours
1100 Hours - 1900 Hours
1900 Hours - 0300 Hours
0600 Hours - 1400 Hours
1400 Hours - 2200 Hours

1100 Hours - 1900 hours for three (3) days
1900 Hours - 0300 hours for three (3) days

2300 Hours - 0700 hours for three (3) days
0700 Hours - 1500 hours for three (3) days

0600 Hours - 1400 Hours for three (3) days
1400 Hours - 2200 Hours for three (3) days

Should one of these shifts become permanently vacated for any reason, full-time operators shall have the opportunity to bid to fill the available shift. The vacancy shall be filled by the most senior qualified employee who bids on the vacant shift. Seniority is defined as the length of continuous time employed, full-time or part-time as an operator, in the Communications Department. No prior service in another County position will be credited for seniority purposes in connection with this shift selection process. Once a Communications Operator is assigned to a shift, the employer has the absolute right, at its sole discretion, to reassign the employee to another shift, if necessary, in the Employer's

opinion, to maintain operational effectiveness or efficiency, to accommodate in-service training for the employee reassigned or other employees, to accommodate the training of new employees, to insure an adequate number of trained personnel on any shift, or to insure adequate coverage in view of vacations and other leaves of absence taken by fellow employees. The employer will endeavor to give as much notice as possible so the employees will have time to adjust their personal schedule. New employees shall have no right to bid for shift assignment until they have completed their training period. Prior to completing their training period, new employees can be assigned to shifts at the department's discretion.

C. SENIOR COMMUNICATIONS OPERATORS' SHIFT ASSIGNMENTS

Senior Communications Operators may be assigned to any of the following shifts:

2300 hours - 0700 hours
0700 hours - 1500 hours
1500 hours - 2300 hours

The Employer will endeavor to give as much notice as possible if there is a switch from the current 0700 to 1500 hour and 1500 to 2300 hour rotating shifts and the steady 2300 to 0700 hour shift, so the employees will have time to adjust their personal schedules.

D. INFORMATION EXCHANGE PERIOD

Because it is usually necessary to have at least a five (5) minute period in which to properly exchange information between arriving and departing Operators, all incoming operators shall normally begin their shift by arriving five (5) minutes early. Additional time may be authorized by the Senior Communications Operator, or the Lead Communications Operator when there exists an extraordinary amount of information to be exchanged. There shall be no pay for the five (5) minute early arrival. This recognizes that operators work 245 days as opposed to a regular forty (40) hour employee who works 247 days. The five minute early arrival amounts to 20.5 hours per year, as opposed to 16 hours for the two days less worked.

E. HOLIDAY PAY

Holiday pay will be handled as follows:

The 2300 - 0700 hour shift will be paid the eight (8) hours holiday pay for any holiday work in which the operator has worked seven (7) hours on the holiday date. The 2300 - 0700 hour shift in which the operator works only one (1) hour on the holiday date will not be considered as holiday pay.

The 1900 - 0300 shift will be paid eight (8) hours pay for any holiday which the operator has worked five (5) on the holiday date. The 1900 - 0300 shift on which the operator works only three (3) hours on the holiday, will not be considered as holiday pay.

F. SWAPPING SHIFTS

Employees may switch hours or shifts provided no employee works in excess of twelve (12) consecutive hours as a result of the aforementioned switch, and provided employees have at least an eight (8) hour break between shifts. The exchange of hours or shifts between two (2) employees will be on a voluntary basis, and must not result in any additional cost to the County. Hours or shifts exchanged shall be a matter which is strictly between the two (2) employees, provided however, that a written notice and acknowledgment of exchange and substitution of employees will be given to the Department Head, or designee, no less than twenty-four (24) hours in advance. In the event no such notice is given, the employee who has been assigned the hours or shift, will be required to work. When the twenty-four (24) hour notice is given, the employee accepting the change shall be required to work.

It is understood that when two communications operators "swap" entire shifts as permitted above, they are also "swapping" the on-call hours attached to that shift; i.e. four hours before and after. If two operators "swap" only the beginning portion of a shift, the on-call hours prior to the shift are also "swapped." If two operators "swap" only the ending portion of a shift, the on-call hours subsequent to the shift are also "swapped."

G. BREAKS AND LUNCH

The nature of the work in the Communications Department's dispatch room does not normally lend itself to formal breaks away from the work position. The Union recognizes that operators need to maintain the continuity of their work and to not put an added workload on the people remaining at their positions; and Senior Operators need to maintain an overview of the entire room and not be deterred from their added duties by having to cover absent operators. In recognition of this, lunch and coffee breaks are to be taken only on premises and when the work load permits. Operators will normally remain at their work position, except for short periods necessary to prepare or obtain refreshments and meals. A Communications Operator shall be allowed to leave the board for breaks when the Senior Communications Operator or another Communications Operator, in their absence, is made aware of a need for privacy or for a break when adequate coverage is available. Unused break time shall not be credited or accumulated in any way by the employee.

H. FILLING OF TIME OTHER THAN THE REGULAR WORK SCHEDULE

In the event of an emergency, scheduled event, or illness requiring the assignment of additional personnel for certain hours, the following pertinent procedures shall be

followed:

H-1. ILLNESS

a) Operators

Solicitations shall be in the following order:

- 1) Part-time operators for whom it will not be overtime.
- 2) On-call full-time operators.
- 3) Off-duty, full-time operators.
- 4) On-call full-time new hired operators.
- 5) Off-duty, full-time new hired operators.
- 6) On-call Senior Operators
- 7) Off-duty Senior Operators
- 8) On-call, part-time operators
- 9) Any operators not included above, as long as it would not interfere with their on-call time, full-time operators, then Senior operators followed by part-time operators. If none are available, it will then constitute an emergency, and on-call personnel will be assigned in the same order as solicited.

b) Senior Operators

Solicitations shall be in the following order:

- 1) Part-time operators for whom it would not be overtime.
- 2) On-call Senior Operators.
- 3) Off-duty Senior Operators.
- 4) On-call, full-time Operators.
- 5) Off-duty, full-time Operators.
- 6) On-call, full-time, new hired Operators.
- 7) Off-duty, full-time, new hired Operators.
- 8) On-call, part-time Operators.
- 9) Any Operator not included above, as long as it would not interfere with their on-call time, Senior Operator, then full-time Operators followed by part-time Operators. If none are available, then it will then constitute an emergency and on-call personnel will be assigned in the same order as solicited.

See Article 11.A.2.a. for description of when operators and senior operators are on-call. Off-duty is described as an Operator or Senior Operator who is on their regularly scheduled day off or an Operator who works a split shift on their change-over day. New hired, full-time operators are those operators hired after the 1st of January. They shall be considered new hire until the end of the calendar year.

All solicitations and/or assignments of on-call, full-time operators and senior operators are to be done in the order of persons with the least amount of worked overtime being called or assigned first. Part-time operators for whom it is not overtime, shall be called in order of least to most time worked or scheduled to be worked in that month.

H-2. EMERGENCIES

An on-call, full-time employee shall be generally called in first. The Department has the right, however, to call in employees to deal with an emergency situation based upon the nature of the emergency and the geographical location of the employee when response time to the site, or to the Communications Center, is critical.

H-3. SCHEDULED EVENTS

A part-time employee may be called in.

H-4. TRAINING

It is understood and agreed by the parties that the employees covered by this Agreement are required to take, or to give, certain training. Training shall be arranged by the County at no expense to the employee for tuition and books. Training may be given to the employee during his normal work hours, or on his day off, in which case the employee who is required to attend such training on his day off shall be paid at the rate of time and one-half (1-1/2) for each hour of training received on that day. In the event an employee makes a request for non-mandatory training on his day off, he shall receive no compensation for any hours of training received on that day. Authorization and/or requests shall be in writing.

H-5. SWAPPING STAND-BY PERIODS

Employees may swap on-call periods provided no employee would be placing him/herself in a situation where she/he could be required to work more than twelve (12) consecutive hours in any given twenty-four (24) hour period. Any swapping of stand-by periods will conform with the general provisions regarding swapping of shifts as outlined above.

I. OJT TRAINING

Operators in the Communication Department who perform OJT training for new hires, shall receive one (1) hour of compensatory time for each eight (8) hours spent in training.

ARTICLE 9 BREAKS

Each employee herein represented shall be entitled to one (1) fifteen (15) minute break for each half-day period of work, (morning and afternoon, and equivalent periods for shift work). Unused break time shall not be credited or accumulated in any way by the employee.

No break shall be taken at another employee's desk who is not on break or in other departments of employees not on break at the time, without the specific permission of the affected Department Heads.

CWA covered Jail (Correctional) Employees cannot leave the premises during break time.

ARTICLE 10

WAGES AND LONGEVITY

Wages shall be paid as hereinafter set forth, provided that part-time employees employed on a regularly scheduled basis shall be paid a salary according to their title pro-rata.

- A. Pay for 2003. On January 1, 2003, each employee who works a 35-hour workweek shall have his/her annual salary increased by 4.25% or \$1,138, whichever is greater. On January 1, 2003, each employee who works a 40-hour workweek shall have his/her annual salary increased by 4.25% or \$1,300, whichever is greater.
- B. Pay for 2004. On January 1, 2004, each employee who works a 35-hour workweek shall have his/her annual salary increased by 4.5% or \$1,181, whichever is greater. On January 1, 2004, each employee who works a 40-hour workweek shall have his/her annual salary increased by 4.5% or \$1,350, whichever is greater.
- C. Pay for 2005. On January 1, 2005, each employee who works a 35-hour workweek shall have his/her annual salary increased by 4.25% or \$1,225, whichever is greater. On January 1, 2005, each employee who works a 40-hour workweek shall have his/her annual salary increased by 4.25% or \$1,400, whichever is greater.
- D. Minimums and Maximums.
 - 1. The minimums and maximums will be as per the attached Appendix A. Prior to applying the wage increase in A, above, any employee who is below the minimum shall first have his/her salary increased to the minimum. Notwithstanding the maximums, each employee shall receive the full amount of the wage increases described in A-C, above.
 - 2. Notwithstanding the minimums, the County can hire up to 7% above the minimum. However, if the county hires above the minimum, any current employee in that title earning less than the rate that the county hires at, will be immediately brought up to the salary of the new hire. Hiring an individual above the minimum does not adjust the hiring rate for the future.
 - 3. (a) Notwithstanding the minimums, the County, with the approval of the Union (see 3.b, below), may hire up to the midpoint of the salary range for any job title provided the prospective employee has comparable experience, education or training in accordance with the following:

For each year of comparable experience, education or training, the County may hire up to an additional 7% above the minimum. However, if the County hires above the minimum, any current employee in that title who is earning less than the rate at which the County has hired, and who has comparable public and/or private sector experience in that job title will be brought up to the new rate at which the employee was hired. Any employee who has less Hunterdon County experience than the new hire shall be adjusted on a pro-rata basis to recognize comparable experience. For example, if an employee was hired at 28% above the minimum because they had four years experience and a current employee had three years public and/or private sector experience in that title, they would have to have their salary adjusted such that they would be earning at least 21% above the minimum.

(b) Prior to hiring above the minimum, pursuant to 3.(a), above, the County will demonstrate to the Union that the potential new hire has the comparable experience and the Union will, upon seeing such evidence, sign off on the special hiring rate.

E. RETROACTIVE PAY

Employees who have left County employment prior to the ratification of this agreement shall not be entitled to any pay increase, except that those who retired prior to the date of ratification shall receive the pay.

F. COMMUNICATIONS OPERATORS:

As a material part of the Agreement of the Parties with regard to compensation for the positions of Communications Operator and Senior Communications Operator, it is agreed by the County and by the Union, on behalf of the employees covered under this Agreement, that employees shall not have outside employment which would prevent them from reporting to work at the scheduled time. Outside employment will be permitted, however, which does not interfere with the obligations of employees as set forth in Article 11.A.2 of this Agreement.

G. Shift Differential. Building and Maintenance Department employees, Youth Shelter Department employees and Communications Department employees whose majority of hours on their regularly scheduled shifts are after 4:30 p.m. and before 7:00 a.m., shall receive shift differential of fifty cents ((\$0.50) per hour for all hours worked.

H. Pay Days. The County will pay employees on a bi-weekly basis during the calendar year. Each employee will receive their annual salary in 26 installments based upon the following schedule:

<u>YEAR</u>	<u>FIRST BI-WEEKLY PAY DATE</u>	<u>NO. OF PAYS</u>
2003	1/3/03	26 pays
2004	1/2/04	27 pays
2005	1/14/05	26 pays

Each employee will receive their entire annual salary within the calendar year.

- I. Equipment Operators. Equipment Operators will receive an additional \$1000 increase after being in the title for six months and another \$1000 increase after 12 months. In the event that an Equipment Operator acquires a Class A license, he/she will receive a \$1000 increase in pay.
- J. Tree Trimming Work. Pursuant to past practice, whenever a Road Repairer is operating an aerial tree trimming bucket, he/she shall receive a pay differential of \$1.74 per hour.
- K. Longevity. Any employee who has been continuously employed by the County for at least 20 full calendar years shall receive an additional longevity payment of \$1500. Any employee who has been continuously employed by the County for at least 15 full calendar years but less than 20 shall receive an additional longevity payment of \$750. Longevity is an addition to annual pay and does not result in a permanent adjustment to base salary.

ARTICLE 11

OVERTIME

A. OVERTIME RATES:

OVERTIME RATES FOR ALL EMPLOYEES OTHER THAN ROADS & BRIDGES, AND COMMUNICATIONS

An employee's workweek begins on the day of the week that the employee normally first reports for work. All work beyond the normal workday and all work on the sixth day in the workweek will be at the 1.5 rate. All hours worked on the seventh workday in the workweek will be compensated at the rate of double time if the employee has also worked on the sixth day.

All hours worked on the seventh workday in the week, if the employee has not worked on the sixth day shall be compensated at the rate of 1.5.

Employees scheduled to work on a holiday shall be paid their regular days pay for the holiday, plus an additional rate of time and one-half (1-1/2) for all hours worked in a normally scheduled workday. Should an employee be required to work beyond a normal workday on a holiday, he shall be paid the regular rate for the day, plus an additional double time for any hours in addition to the regularly scheduled workday

2. COMMUNICATIONS OPERATORS:

(a). ON-CALL - Full time employees are required to be on-call for a four (4) hour period preceding the scheduled start of the shift, and for a four (4) hour period following the scheduled end of that shift and Communications Operators will be compensated the sum of \$740.00 per year for "On-Call" pay. This will be paid in semi-annual installments of \$370.00. Part-time employees who are available and who are assigned to be "On-call" will receive prorated compensation. In the event an employee is called in to duty, he will receive overtime pay at the rate of one and one-half (1- 1/2) times his straight time hourly rate of pay for each hour worked before and/or after his normal shift for that day, except as covered in Section (b).

To facilitate an employee being on-call, the County shall provide, at its own cost, "Pagers" for each employee to have with him during on-call periods. An employee is required to respond to a page within fifteen (15) minutes. The employee may respond either in person or by telephone. After an employee is notified to report to work, he must do so within one (1) hour.

(b). HOLIDAY PAY (CALENDAR DATE) - If an employee is authorized to

work and does work on a holiday, he shall receive one and one-half (1-1/2) times his straight time hourly rate of pay for each hour worked on that holiday. This holiday premium rate shall be paid to the employee in addition to his regular pay for the holiday (which pay the employee received whether he works or not, since pay for the day is included in his annual salary.) In the event a holiday falls on an employee's regularly scheduled day off and he is not required to work thereon, the employee shall receive an extra day's pay for this day at his straight time hourly rate. In the event the employee, though initially scheduled off on a day which is also a holiday, is subsequently required to work thereon, he shall receive, in addition to the one day's extra pay, time and one-half (1-1/2) his straight time hourly rate of pay for each hour worked on that day. If an employee who is scheduled to work on a holiday is unable to do so due to a bona fide illness, he shall be charged a sick day and receive only his regular pay for that day.

Should an employee be required to work beyond a scheduled shift on a holiday, he shall be paid the regular rate for the day plus an additional double time for any hours beyond his regularly scheduled shift.

3. ROADS AND BRIDGES DEPARTMENT - All employees will be paid for all overtime worked at 1.8x the employee's hourly rate, except when the employees specified below are engaged in performing duties of a higher classification, she/he shall be paid at 1.8x the rate of the job performed. For purposes of this provision, performing duties in a higher classification shall only apply to the following situations:

a. Laborers who plow snow shall be paid at the road-repairer rate, which shall be determined by increasing their hourly rate by applying the percentage differential between the starting salary for Road Repairer and the starting salary for Laborer.

b. Employees in lower pay grades who perform mowing assignments shall be paid at the Equipment Operator rate which shall be determined by increasing their hourly rate, by applying the percentage differential between the starting salary for Equipment Operator to the starting salary for their pay title.

4. HEALTH DEPARTMENT - For all telephone calls received at home, including Sundays, by Sanitarians or Public Health Investigators, the employee shall be paid for fifteen (15) minutes work at one and one-half (1-1/2) times the regular rate of pay.

B. MINIMUM GUARANTEE:

In addition, any employee required to work overtime shall receive a minimum of ~~two~~ (2) hours pay at the appropriate rate if the time worked is less than two (2) hours, with three (3) exceptions:

Exception 1: an employee required to remain working and continue beyond his regularly scheduled shift.

Exception 2: an employee who receives at least forty-eight (48) hours advance notice of an overtime assignment involving an early call-in, which requires the employee to

work through and into his/her regular shift. Employees who are covered by either Exception No. 1 or Exception No. 2, shall be paid at the overtime rate for the actual hours worked only.

Exception No. 3: Health Department: For all telephone calls received at home, including Sundays, by Sanitarians or Public Health Investigators, the employee shall only be paid for fifteen (15) minutes work at 1.5 times the regular rate of pay.

C. METHOD OF COMPENSATION: (Except Communications Operators)

1. All employees shall be compensated for overtime worked:

a. In certain situations wherein overtime is required, but budgetary considerations make payment for overtime impossible, employees may be asked to accept overtime on a voluntary basis to be paid in compensatory time at the above rates.

b. Employees may elect to be paid in compensatory time at the above rates for overtime worked. Such compensation may be accrued up to a maximum of 35/40 hours (one work week), which may be carried on the books at all times. All hours in excess of the above must be used within thirty (30) calendar days.

2. The 35/40 hours accrued for use at a later date may be taken in block form or on a day-to-day basis, and shall be scheduled in advance in the same manner as Vacation. If work loads do not permit the use of compensatory time when requested, the employee may elect to accept payment or to continue to carry the time on the books.

3. Should an employee's service terminate, unused earned compensatory time shall be reimbursed to the employee in the final pay.

4. Notwithstanding the above, professional employees of the Health Department may request overtime to be paid as compensatory time but the decision to grant compensatory time shall be the Director's.

D. Overtime shall be paid to an employee in a paycheck which is issued at the end of the pay period which immediately follows the pay period in which the overtime was earned, except that employees who earn overtime under the provisions of A.3a or A.3b, above, shall be paid at 1.8x their regular rate of pay and have the difference between their regular rate of pay and their pay in the higher title accumulated and then paid on or before May 1 and November 1 of each year.

E. EQUALIZATION:

1. It is the intention of the parties that overtime be distributed among the employees of a Department, or work group within a Department, on an equal basis.

2. Snow removal during major storms in Roads and Bridges Department.

a. Road Crews. Road crews will have responsibility for, and generally maintain, the roads in their assigned districts. Except on those occasions when there are isolated call-outs or trouble spots (see c., below), the road crew will be the first crew to be called out for overtime in their district. Overtime is to be equalized among all qualified members of a road crew, including equipment operators. The supervisor of the district is responsible for pre-qualifying all employees, including equipment operators, in the crew in order that a determination can be made as to which employee needs to be assigned to a particular overtime assignment based upon the conditions of the snow emergency.

b. Back-up Crews. Qualified employees in the Roads and Bridges Department who are not assigned to a road crew may be used as backup for road crews whenever, in the judgment of the County, the storm is such that a district's road crew needs assistance in maintaining the roads. The County agrees, however, that employees in this group will only be used whenever the regular road crew cannot be expected to reasonably maintain the road. The Road Supervisor is responsible for pre-qualifying all employees to determine whether they are capable of handling an overtime assignment. Overtime is to be equalized among all qualified employees.

c. Isolated Call-Outs or Trouble Spots. Road problems will arise sporadically which will need attention, but will not necessitate calling out all road crews simultaneously. The County may assign a crew which has already been called out to travel outside their own district to deal with these conditions. Normally this will be of a short duration, but on occasion it will make sense to assign the traveling crew into multiple districts to do spot sanding, salting and isolated plowing. Whenever two or more crews are already on duty, the County will, in an effort to equalize overtime, attempt to assign the next out-of-District overtime opportunity to the crew with the least amount of overtime, taking into consideration the response time to the emergency and the fact that it is impossible to make each person's overtime exactly equal to that of each other employee.

3. Sanitarians/PHI. Overtime in the area of hazardous materials response is to be distributed among those employees trained in hazardous materials response. Those individuals with comparable experience and expertise will receive an equal opportunity to serve on the on-call list. These individuals will also be the first persons called for other unanticipated after-hours call outs.

All other scheduled overtime is made available to all Sanitarians/PHI's and is distributed among those interested and available.

F. COURT APPEARANCES:

If an employee is required to appear in Court on County business during his working hours, he shall be excused with pay. If an employee is required to appear at other than his normal working hours, he shall be compensated at this normal overtime rate plus mileage portal-to-portal.

G. COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT:

The parties wish to avoid any dispute between them as to the application of the provisions of the Fair Labor Standards Act (F.L.S.A.) to the terms of this Agreement, in particular, this overtime provisions Article 11 and Articles 8 and 8A of this Agreement - Hours of Work and Scheduling. This Agreement has been negotiated with the complete understanding of the terms of the F.L.S.A. The parties have negotiated and reached this Agreement based upon the assumption that there will be no overtime paid other than outlined in this Agreement. F.L.S.A. compensation for "on-call" time has been negotiated and concluded between the parties in view of a mutual prospective and agreement as to whether overtime compensation is required for such times. Both parties agree that no additional compensation for on-call time is legally required other than set forth in this Agreement.

H. SHORTENED LUNCH

Upon mutual agreement of an employee and the employee's Department Head, an employee may be permitted to take a shortened lunch hour to accommodate overtime work.

ARTICLE 12

HOLIDAYS

The thirteen (13) legal holidays presently observed shall continue to be observed under this Agreement, (New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.) Easter Sunday shall be an additional holiday for all Communication Operator titles and all employees in the Youth Center. Easter Sunday shall be an additional holiday for all Cooks and Nurses who work in the Corrections Department.

Notwithstanding the above, the Library will be open on the following days:

- Lincoln's Birthday
- Columbus Day
- Election Day.

Employees who are assigned to work these days will receive a floating holiday. To utilize the floating holiday, the employee can either give 30 days advance notice of the day he/she will take off, or if less than 30 days notice is given, he/she may take the floating holiday off with the approval of the supervisor.

During the term of this Agreement, the County can elect to have the Library remain open on other Holidays set forth in the contract with employees volunteering to work. Employees who volunteer to work on the Holiday will receive a floating Holiday. To utilize the floating holiday, the employee can either give 30_days advance notice of the day he/she will take off, or if less than 30 days notice is given, he/she may take the floating holiday off with the approval of the supervisor.

Any floating holiday must be utilized no later than six months following the holiday worked.

The day after Thanksgiving shall be a paid day off for all employees. Employees who are required to work, by the Employer, on such paid day off, due to emergencies, or as dictated by past practice, shall receive compensatory time for their normal workday. Employees required to work beyond their normal workday shall be compensated at their normal overtime rate as provided in Article 11.

In addition to the aforesaid thirteen (13) legal holidays, also to be observed are any other legal holidays declared by the legally constituted authorities of the State or Nation.

Also, any day proclaimed by the Governor as a day off for State employees, or by the President as a day off for Federal employees may be observed by the County as determined by the Board of Chosen Freeholders in their sole discretion. In the event the Board of Chosen Freeholder grants such a day off, or grants in its own discretion a day off for County employees, then County employees will be paid therefor as if they had worked on said day. Employees who are required to work on said day, though it has been declared by the Freeholders as a day off, will receive compensatory time for their normal workday, and their normal overtime rate for all hours worked beyond their normal workday.

When a holiday, as above, falls on a Saturday, it shall be observed on the proceeding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday. This paragraph does not apply to Communication Operator employees.

By mutual consent of the Parties, the date of observance of any of the above holidays may be moved to another day.

When holidays permit a three (3) day weekend, employees of those departments who are required to work on any of the three (3) days, shall be paid at the rate of holiday pay as set forth in Article 11, except Communications Operators. For Communications Operators, see Article 11.A.2.(b).

LIBRARY EMPLOYEES:

1. In a week when a holiday falls on a Saturday and the rest of the County observes the holiday on the preceding Friday, Library employees regularly scheduled to work Tuesday through Saturday shall work Monday through Friday with Friday as a paid holiday. In that week they will not work Saturday.

2. When Christmas Eve and New Year's Eve fall on a weekday, the Library will close at 5:00 p.m. Employees who, as a result of the early closing, would lose an opportunity to work, shall report to work earlier that day, at the time designated by management, so that by 5:00 p.m. they will have worked a full complement of the hours they would normally be entitled to work.

ARTICLE 13

VACATIONS

All employees who are hired before January 1, 2004 shall be granted vacation leave based upon the following from date of hire:

Years of Service	Annual Leave
1st year	1 day/month to end of calendar year in which hired
1 through 7 years	12 days per year
8 through 10 years	16 days per year
11 through 15 years	21 days per year
16 and over	26 days per year

All employees who are hired after January 1, 2004 shall be granted vacation leave based upon the following from date of hire:

Years of Service	Annual Leave
1st year	1 day/month to end of calendar year in which hired
1 through 5 years	12 days per year
6 through 10 years	15 days per year
11 years and over	20 days per year

If any employee had earned more than twenty-six (26) days vacation as of December 31, 1989, she/he shall continue to receive that number of days per annum, but shall be frozen at that number of days and shall not accumulate any additional days.

A. Employees shall submit requests for vacation time no later than May 15th of the year with first and second choices. Approval or disapproval of a vacation request shall be given within ten (10) working days of the cutoff date for submitting vacation requests. For only those employees who submit requests by May 15th, vacations shall be scheduled

on the basis of seniority. The request of a senior employee for vacation submitted after May 15th, shall not be given preference over the request of a less senior employee submitted by May 15th. Only simultaneous requests for vacation leave submitted after May 15th shall be decided on the basis of seniority.

B. All Health Department professional employees shall submit requests for vacation time no later than February 1st of each year, with first and second choices. Vacations shall be scheduled on the basis of seniority by February 15. After February first (1st), vacations will be scheduled on a first-come basis. The request of a senior employee for vacation submitted after February 15th, shall not be given preference over the request of a less senior employee submitted by February 1st. Only simultaneous requests for vacation leave submitted after February 1st shall be decided on the basis of seniority.

C. No more than one cook or nurse shall be permitted off on vacation at any time.

D. Vacation time may be used on a day basis. For purposes of scheduling annual vacations, requests shall state "(number) days to be used on a day basis," with no specific dates required. A separate request for the scheduling of each such day shall be made.

After an individual has been employed for a full six (6) months, the employee shall be given credit for all due vacation leave, and shall be entitled to use credited leave when requested. Should an employee's service terminate before the end of the year, earned vacation leave shall be calculated based on the number of months (or major portion thereof), completed. Unused earned vacation leave shall be reimbursed to the employee in the final pay. Used unearned vacation leave shall be deducted from the final pay. Employees of less than six (6) months shall earn and be entitled to use one day's vacation upon completion of each month of service.

A vacation carryover of up to one-third (1/3) of a year's vacation credit is permitted upon written notice filed by December 1st. The carryover must be used in the succeeding year or such vacation is forfeited.

HOLIDAY, SICK OR BEREAVEMENT DURING VACATION:

If an employee is on vacation, and becomes ill during that time; not allowing him to continue his vacation, and can provide a doctors proof of such illness, or should a death in the family occur in accordance with the provisions of the bereavement leave paragraph contained in this contract; then that time may be changed to sick and/or bereavement leave, as applicable, and his vacation leave shall be reinstated. If a holiday occurs during a vacation, it shall not be counted as a day of vacation.

ARTICLE 14

LEAVES OF ABSENCE

A. SICK LEAVE

Sick Leave shall accumulate at the rate of one and one-fourth (1-1/4) days per month in the first year of service, commencing in the first month, or major portion thereof, from date of hire. After an employee has been employed for six (6) months, it is assumed that the employee shall remain in the service of the County for the remainder of the calendar year and the total number of sick days, pro-rata, shall be credited to the employee. Employees of less than six (6) months shall be credited for one and one-quarter days at the beginning of each month of service. If separation occurs before the end of the year, and more sick leave has been taken than appropriate on a pro-rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay. If an employee of less than six (6) months utilizes more than seven and one-half (7-1/2) sick days and remains employed beyond six (6) months, the employee may recuperate any lost pay by utilizing sick days which are credited to him as the employee begins his seventh month.

Sick leave shall accumulate year-to-year, with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. If holiday occurs during paid Sick Leave, it shall not be counted as paid Sick Leave. (excludes Communications Operators)

ATTENDANCE INCENTIVE BONUS

If any employee uses seven (7) or less days sick leave in any given year, the employee will receive Fifteen Dollars (\$15.00) for each unused sick day out of his/her regular annual allotment of fifteen (15).

Payment Schedule:

<u>Employee Use</u>	<u>Payment</u>
0 days	\$ 225
1 day	210
2 days	195
3 days	180
4 days	165
5 days	150
6 days	135
7 days	120
8 days or more	no payment

Employees will still retain all unused sick days.

B. MATERNITY LEAVE

An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave without pay, and said leave shall be granted. A maternity leave of absence shall be for the maximum period allowed by Department of Personnel Rules. The employee may elect to return to work at an earlier date, provide the employee shall be deemed medically fit to return to the duties and responsibilities of her position.

A full-time VDT operator who is pregnant and experiencing significant discomfort at her work station may request reassignment to other work allowing greater flexibility as to position and posture. Such requests will be given consideration and may be granted at the discretion of the County in full or in part when there is comparable work available. These accommodations are, as to their degree or continuity, subject to the overriding needs of the employing agency. Grievances concerning the determination to grant or refuse such requests or otherwise directly related to those determinations are non-contractual and processed only through Step 3 of the Grievance Procedure.

C. BEREAVEMENT LEAVE

All Employees shall receive five (5) working days leave in the event of the death of a spouse, child, step-child, ward, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandparent (of employee or employee's spouse), grandchild (of employee or employee's spouse), parent, step-parent, father-in-law, mother-in-law, and any other member of the immediate household. This leave is separate and distinct from any other leave time. In the event of multiple deaths, special consideration will be given to the employee by the Employer.

The bereavement time need not be taken consecutively. However, the full five days must be taken within 53 weeks of the date of death. In the event the employee is going to utilize any of the time for such things as attending to the estate, the employee must give at least 48 hours notice of the intended use.

Any unused bereavement days may be accumulated. Those accumulated days may be used for leave time in connection with any death of a person who is close to the employee or to be added to the number of days which the employee may take for the death of an individual who is presently on the schedule.

D. PERSONAL LEAVE

A new employee during his/her first calendar year of employment shall receive 1 full

day of personal leave for every three complete months of service worked. Beginning on January 1 of the first full calendar year of employment, and thereafter, an employee shall receive four (4) days leave for personal business, non-accumulative, unless prevented by the Employer due to exigencies of the work from taking them, in which case they are to be carried over into the next calendar year. After the first calendar year of employment, each employee shall be given credit for each calendar year for all personal leave, and shall be entitled to use credited leave when requested. Should an employee's service begin after the first, or terminate before the end of the year, then personal leave shall be calculated based on the number of quarters (or major portion thereof), completed. Unused earned personal leave shall be reimbursed to the final pay. Used unearned personal level shall be deducted from the final pay.

E. OTHER LEAVES

All other proper and authorized leaves as provided in the Rules of the Department of Personnel shall be recognized, and constitute a part of this Agreement.

F. FAMILY LEAVE

Qualified employees shall be entitled to all benefits under the Family Leave Act.

If an employee has applied for and is receiving family leave, an employee can apply for an extension of an additional twelve (12) weeks, which will be granted if the County has found a reliable and competent employee to fill the position who has communicated to the County a willingness to continue to fill the position for the additional twelve (12) weeks. This requirement does not apply if the County does not deem it necessary to fill the position.

Employees on Family Leave are only entitled to paid health benefits for the initial twelve (12) week leave.

ARTICLE 15

JURY DUTY

Should an employee be obligated to serve as a juror, he shall receive full pay from the County for all time spent on jury duty.

Remuneration received from the Court for such service will not be deducted from the wages received for the corresponding workdays.

ARTICLE 16

BENEFITS (MEDICAL AND OTHER)

A. All benefits currently enjoyed by employees shall remain in effect and become part of this Agreement, including all rights and privileges under the PERS, and as provided by Department of Personnel authority, or as dictated by past practices of the County. A past practice is a practice which has occurred previously and continues to occur regularly during the term of the Agreement. Those practices, which are management's prerogative, may be changed at any time by the County, without negotiation with the Union. Those practices which are working conditions may not be changed by the County without negotiations first with the Union. Past practices can be established and recognized on a department wide basis only.

B. The Employer agrees to provide medical coverage for all employees and their eligible dependents. The Employer shall also pay the monthly Medicare premium for each employee and spouse over age sixty-five (65) years.

C. The County will maintain an IRS Section 125 Plan such that employees may set aside a portion of their income into a pre-tax account for certain medical and family care expenses.

D. Effective on January 1, 2004 all employees will contribute toward the cost of the health care premium the following amounts:

1. An employee earning less than \$30,000 shall pay .55% of their salary, but not more than \$12.50 per pay, nor more than \$165 per year, toward the cost of their health care premium.

2. An employee earning \$30,000 to \$35,000 shall pay .65% of their salary, but not more than \$12.50 per pay, nor more than \$227.50 per year, toward the cost of their health care premium.

3. An employee earning more than \$35,000 shall pay .75% of their salary, but not more than \$12.50 per pay, nor more than \$300 per year, toward the cost of their health care premium.

4. Notwithstanding the provisions of D. 1-3, above, any employee who is entitled to family coverage, husband/wife coverage or parent/child coverage and who opts for less single coverage shall be exempt from having to pay the above-described amounts toward their health coverage.

E. Because the Union has agreed to the specific provisions of Section D, above, and to the elimination of paragraph K of the previous contract, and with those specific provisions as a term and condition hereof, the County will, in consultation with the Union, select a dental insurance plan that will become effective on January 1, 2004. The County

will contribute up to \$240 per year for each employee toward the cost of the dental premium. The employee will be responsible, through payroll deduction, for the balance of the premium. In no event shall the County be responsible for the cost of the plan other than the \$240 contribution for each employee.

F. The County may change insurance carriers or programs provided the new carrier and/or program has benefits comparable to the current Program and provided there is no diminution of benefit and/or services. A switch to the State Health Benefits Plan is not covered by this provision.

G. The County will, prior to changing carriers and/or program, give the Union no less than 60 days notice of the intended change, along with a complete listing of the benefit level of the existing program and the proposed new program. In the event the Union makes a claim of diminution of benefit, such a claim will be settled via an expedited arbitration hearing (grievance to be submitted directly to arbitration after discussion with County Administrator).

H. The Employer agrees to provide, on a contributory basis from the Employer and the Employee, New Jersey Temporary Disability Insurance.

I. Each employee shall receive for on the job injuries, a leave of absence with full pay, for up to twenty-six (26) weeks, with no loss in sick leave credit, or any other leave time. Any monies received by employees from Workmen's Compensation during the leave of absence, which is for regular maintenance, shall be reimbursed to the County.

J. The employer further agrees to provide health insurance as a supplement to Medicare for retired County employees as provided by law (See N.J.S.A. 40A:10-23).

ARTICLE 17

EMPLOYEE EXPENSES

A. Automobile Use.

1. Employees authorized by the County to use personal vehicles for necessary County business shall be reimbursed at the rate of thirty-cents (\$0.30) per mile. Employees who elect, without authorization, to use their own vehicles for County business will not be reimbursed. All such personal car mileage shall be submitted on the proper forms, to be provided, and such mileage shall be computed on a portal-to-portal basis.
2. Sanitarians and Public health Investigators will not be required to use personal vehicles on County business.
3. The current practice of the County in allowing employees (hired prior to January 1, 1986) on twenty-four hour call living within the County, of taking their County vehicles home at the end of the day, cannot be changed without a discussion and an agreement with the Union.
4. For all other employees, the County may implement a Vehicle Use Policy that is designed, in the County's opinion, to accomplish the policy objectives of the County. The policy need not necessarily permit employees to take County vehicles home at the end of the day.

B. Specialized Equipment.

1. When any class of employment requires the use of specialized equipment, such as uniforms, rain gear, and safety equipment, these shall be provided, and maintained, by the Employer at no expense to the employees. Painters and heating and air conditioning mechanics shall receive appropriate protective work clothing.
2. Automobile and truck repairer mechanics will be supplied with a uniform which they will be required to wear at work. The County will clean the uniforms.
3. All employees (except temporary employees), in the Health, Buildings and Maintenance, Print Shop, Engineering (Engineering Aide title series and Construction Inspector title series only) and Roads and Bridges Departments will be provided with an initial issue of two (2) pairs of shoes

which they will be required to wear at work. One pair of shoes will be issued upon employment and the second pair will be issued after they have been employed for 90 calendar days. Employees who wear out their shoes will be issued a replacement pair upon turning in the worn shoes. The shoes will be provided by the County furnishing an approved list of acceptable shoes and a list of approved vendors. The employee will be given a voucher not to exceed One Hundred and Twenty-Five Dollars (\$125.00) to pay for the cost of a pair. The employee may purchase an upgraded shoe, but must pay any cost in excess of One Hundred and Twenty-Five Dollars (\$125.00) themselves.

4. Employees in the Health, Buildings and Maintenance and Roads and Bridges Departments who do not have a uniform supplied to them by the County will get a \$200 clothing allowance payable during the first quarter of the calendar year. In 2005, this shall be increased to \$225
5. It is recognized that employees in the position of Mechanical Repairer, (excluding Helper), at any grade, Maintenance Repairer (Painter/Carpenter) and Heating and Air Conditioning Mechanics, provide their own tools for use on County jobs; and that such use of personal tools, to which only the individual owner has access, is a normal aspect of the trade, and that such employees shall receive an additional compensation of Three Dollars (\$3.00) per week for such use of their tools to be paid semi-annually. Any employee in the title of Mechanical Repairer - Helper, required to provide the use of his own tools, will also receive the tool allowance. Employees in the Roads and Bridges Department who are in a title in the Mechanics title series shall receive a \$400 per year tool allowance, paid semi-annually.
6. All other necessary expenses incurred by employees in the course of work, which have been, by past practice, subject to reimbursement to the employees, shall remain in effect for the duration of this Agreement.

C. **MEAL ALLOWANCE—All Departments**

1. **Meals at conferences, seminars or meetings.** Employees shall be eligible for reimbursement of meals in direct relation to authorized conferences, seminars or meetings that are directly related to County business, (provided the conference, seminar or meeting does not take place in a county building or facility,) as follows:

- \$8.00 for breakfast, provided that there is an overnight stay the previous night, or, if there is no overnight stay, there is advance

approval by the Department Head of the expense.

- \$9.00 for lunch
- \$21.00 for dinner, provided that there is an overnight stay later that night, or, if there is no overnight stay, there is advance approval by the Department Head of the dinner expense.

The above does not include elective attendance at professional affiliation functions. It does include tax and gratuity. If the meal exceeds the allocation, the employee is expected to pay the difference. Full documentation for any expenses must accompany the reimbursement request before the claim will be considered for payment.

2. **Meals in other situations.** Except as noted regarding matters involving Employer-required appearances before a judicial tribunal, whenever an employee is required by the Employer to work outside of the county on official county business, he/she will be reimbursed up to \$8.00 for lunch. If an employee is required by the Employer to attend any judicial proceeding, including matters involving the Administrative Office of the Courts, the employee also will be reimbursed up to \$8.00 for lunch.
3. **Meals in overtime situations.** In the event that an employee is working overtime that was not prescheduled prior to the employee's normal working hours, he/she shall be reimbursed up to \$8.00 for breakfast, lunch or dinner. The payment shall be made provided the employee is on the payroll at any of the following times: 6:00 A.M., 12:00 Noon, 6:00 P.M. or 12:00 Midnight. Notwithstanding the above, the meal allowance will not be paid when the overtime work is scheduled at the employee's convenience.

D. Training and Conferences.

Registration fees for meetings, conferences and training courses that the employee has been asked by the County to attend shall be borne by the County.

E. License and Dues reimbursement.

1. The County shall reimburse Sanitary Inspectors for Sanitary Inspector First Grade License, Pesticide License and dues to the National and New Jersey Environmental Health Association, not to exceed a total of One Hundred and Fifty Dollars (\$150.00), per employee. The County shall reimburse Public Health Investigators for their Pesticide License.

2. The County will reimburse employees for the fees for annual licenses and certifications which are required under Department of Personnel Job Specifications or which the employer requires the employee to obtain or retain, or which the employer, in its sole discretion, determines are directly related or beneficial to the work. This provision does not apply to the renewal of motor vehicle or CDL licenses.

F. TUITION:

The employer will pay to the employee the actual cost per college credit earned [not to exceed One Hundred Thirty-Five Dollars (\$135.00) per credit and not to exceed a maximum of Five Hundred Dollars (\$500.00) total reimbursement per semester] for a course in if related to the employee's employment. The Department Head's determination as to whether the course is in one of these areas and is related to the employee's employment shall be binding. In order to be eligible for tuition reimbursement, the employee must receive the prior written permission of the Department Head before enrolling in the course. In addition, the employee must receive a grade of at least "C" or better in order to be entitled to reimbursement. The amount will be paid at the end of the course. This payment will be a one-time payment, and does not affect salary.

G. JAIL (CORRECTIONAL) EMPLOYEES ONLY

The County will supply the following to CWA covered employees in the Corrections Department:

1. Uniforms

Uniforms will be provided by the County as follows:

COOKS

The initial issue of uniforms will be:

- 5 pairs of pants
- 5 tops - summer weight
- 5 tops - winter weight
- 1 pair of shoes

NURSES

The initial issue of uniforms will be:

5 shirts
5 pairs of pants
5 lab coats
Up to \$50.00 reimbursement for a pair of shoes

ACCOUNT CLERK

The initial issue of uniforms will be:

5 pairs of pants
5 tops
1 pair of shoes

2. The employer shall provide replacements for shirts, trousers and shoes which are part of the standard uniform issue when necessary as a result of wear and tear or damage in the line of duty. When an employee requests a replacement item of the uniform, he or she must present the worn out or damaged article of clothing and shall receive a replacement therefore.

3. The County will pay a Uniform Maintenance Allowance of Six Hundred Dollars (\$600.00) per year, payable One Hundred Fifty Dollars (\$150.00) per quarter.

ARTICLE 18

EMPLOYEE FACILITIES

Adequate facilities shall be provided for employees for purposes of daily breaks, eating of lunches and for relief in time of momentary illness incurred while at work.

Representatives of the County and the Union will survey facilities and discuss the needs for an employee lounge and sickroom. When space is located, such lounge and sickroom will be established.

ARTICLE 19

SAFETY/ ERGONOMICS

The Employer agrees to insure the safety and adequacy of all working areas and equipment provided for employee use. The Union reserves the right to call upon the Employer, or any appropriate State or Federal agency, to investigate any matter involving work area or equipment. Such requests will only be made where the Union feels that the employee is subject to a possible impairment of health and safety.

There shall be a joint Safety/Ergonomics Committee consisting of three employees and one alternate, designated by the Union; and three members, and one alternate, designated by the Employer. When appropriate, other County personnel may be brought to the meeting when they have some expertise which would facilitate the work of the Committee. This Committee, consisting of three members from each side, shall meet quarterly, with special meetings to be called with the agreement of both parties. The function of the Safety/Ergonomic Committee shall be to advise the Employer concerning safety and health matters, but not to handle grievances. In the discharge of this function, the committee shall consider existing practices and rules, and recommend adoption of new practices and rules to the Employer.

The Safety Committee shall be appointed within thirty (30) days of the signing of this Agreement.

ARTICLE 20

UNSCHEDULED CLOSING OF COUNTY DEPARTMENTS

A. The County does not intend to ever close all County offices. However, should an employee report for work, and subsequently the County closes that employee's office, for whatever reason, such employee who reports to work shall be credited for the day's work. Additionally, if a County office is closed before the start of the workday, all employees assigned to work in that office will be credited with a day's work. In the event there is a general county-wide closing, the County shall declare the hours of the closing and those employees who are "essential" employees will be required to work and they shall receive hour-for-hour compensatory time for every hour worked during the declared hours of closing up to a full shift.

B. Absences during periods of inclement weather in which the County does not close, shall be authorized where the employee feels she/he is unable to safely travel to and from work. In such instances, the employee may charge such absence to accumulated compensatory time, vacation or personal time.

ARTICLE 21

JOB CLASSIFICATIONS AND VACANCIES

The Employer shall post in all departments, advance notice for seven (7) working days of any position to be filled.

Prior to posting such notice, the Employer shall submit to the Union the proposed Title and Salary for the position to be filled.

When the Employer establishes a new job, for which there is no rate of compensation provided in the Schedules attached, the Employer and the Union shall reach agreement on an appropriate rate of compensation for the Title, in relation to existing positions, prior to promulgation of the advance notice. The Employer agrees that no appointment shall be made to any such position prior to an agreement of the Parties on the above.

ARTICLE 22

PROMOTIONS AND TITLE CHANGES

A. PROMOTIONS, DEMOTIONS AND VOLUNTARY TRANSFERS:

1. Upon being promoted, an employee shall:

(a). If the promotion is to the next title in the series, receive an 8% increase, or the minimum of the new position, whichever is greater; or

(b). If the promotion is out-of-series, receive a 10% increase, or the minimum of the new position, whichever is greater.

2. A change in the range assigned to an employee's position caused by a reclassification by the Merit System Board shall not be considered a promotion under the preceding paragraph.

1. Upon being demoted, (whether voluntary or involuntary) an employee's pay shall be adjusted:

(a). If the demotion is to the next lower title in the series, an 8% decrease, or the maximum of the new position, whichever decrease is greater; or

(b). If the demotion is out-of-series, a 10% decrease, or the maximum of the new position, whichever decrease is greater.

4. In the event that an employee requests to transfer to a position that has a maximum salary that is the same or lower than his /her current position, his/her salary shall be treated as follows:

(a). If the position has the same maximum, there shall be no change in the employee's salary.

(b). If the position has a lower maximum, there shall be a 10% decrease in salary, but in no case shall the employee earn more than the maximum of the new position.

5. If a person accepts a lower position as a result of a layoff, and that position has a maximum that is similar (within 10% of the old position), the employee's salary will be unchanged, except that no employee will earn more than the maximum of the new position.

ARTICLE 23

TEMPORARY AND INTERIM EMPLOYEES

A. 1. Temporary employees are those hired during a period of emergency or to fill a temporary position, (position required for a period of not more than six (6) months, or for recurrent periods aggregating not more than six (6) months in any twelve (12) month period). Extension of such a position beyond these limitations will automatically change its status to permanent, and all benefits granted to Permanent and Provisional employees shall accrue to the employee, in accordance with the provisions of this Article.

2. Interim employees are those who have been appointed by the County to a position that is held by a permanent employee who:

- a. Is on a leave of absence;
- b. Is on indefinite suspension;
- c. Has been removed, suspended for a definite period of time or demoted for disciplinary reasons and is awaiting final administrative action by the Merit System Board on appeal; or
- d. Has accepted an interim appointment.

B. These temporary and interim employees shall be paid at the rate of the title, and duties shall be scheduled within the regular workday. Overtime shall be provided in accordance with Article 11 of this Agreement.

C. The provisions of Article 21 shall apply to Temporary and Interim positions, except that the County may maintain a pool of temporary employees and need not post each new assignment. However, posting is required for temporary pool employees when the County intends to add to the pool of temporary employees.

D. On a quarterly basis, the County will provide CWA with a listing of any temporary or interim employee who was employed by the county during the preceding quarter. The listing will provide the employee's name, title and the number of hours the employee has worked in that quarter. Upon the request of either party, representatives of the parties will meet to discuss matters that may have come to their attention in reviewing the quarterly reports.

E. Since a temporary employee should not work in excess of six months in a twelve month period, no temporary employee should be eligible for benefits under this Article.

F. Any employee who is working in a title, or titles, that, for a full time employee would be a 35 hour work week, and has worked more than 910 hours in the preceding 12 months, upon exceeding 910 hours, will be eligible for the following benefits:

1. Seniority back-dated to their date of hire for purposes of calculating sick,

vacation and personal leave time, except that, in no instance shall any employee have his/her seniority back-dated more than six months from the date the employee exceeds working more than 910 hours in the preceding twelve months.

2. All medical benefits, pursuant to Article 16 of the Collective Bargaining Agreement (employees must work 20 or more hours per week), effective as of the date of exceeding the 910 hours.

G. Any employee who is working in a title, or titles, that, for a full time employee would be a 40 hour work week, has worked more than 1040 hours in the preceding 12 months, upon exceeding 1040 hours, will be eligible for the following:

1. Seniority back-dated to their date of hire for purposes of calculating sick, vacation and personal leave time, except that, in no instance shall any employee have his/her seniority back-dated more than six months from the date the employee exceeds working more than 1040 hours in the preceding twelve months.

2. All medical benefits, pursuant to Article 16 of the Collective Bargaining Agreement (employees must work 20 or more hours per week), effective as of the date of exceeding the 1040 hours.

H. This article shall not be interpreted as requiring the County to continue the employment of any temporary or interim employee, nor shall it in any way create any layoff or recall rights for any temporary or interim employee.

I. The Union recognizes that there are legitimate reasons to hire temporary and/or interim employees and the County agrees that it will not utilize temporary or interim employees in such a manner to avoid appointing employees into full or part time positions.

J. This Article shall not apply to part-time employees, unless they are temporary or interim. For part time employees, see Article 31.

K. Interim employees who are hired to fill an interim position in accordance with A.2b or c when it is anticipated that such an interim position will last beyond six months, shall be eligible for health benefits in accordance with Article 16.

ARTICLE 24

EMPLOYEE EVALUATIONS

The County has the right to implement an employee evaluation procedure. The evaluations are not subject to the grievance procedure. However, in the event that an evaluation is utilized by the county, or relied upon by the county, in any disciplinary matter, the employee may challenge the legitimacy of the evaluation in the context of any appeal of the disciplinary action. However, in the event of a disciplinary appeal, the evaluation cannot be appealed in a separate forum from the forum in which the disciplinary action is being appealed.

ARTICLE 25

DISCRIMINATION AND DISCIPLINE

A. DISCRIMINATION

No employee shall be discharged or discriminated against because of race, age, creed, sex, color, ethnic background, political affiliation, or Union activity.

B. DISCIPLINE

In any case of disciplinary action (except letters of reprimand), including discharge, the Employer will notify the Union of the action taken no later than the next workday.

An employee may be subject to Discipline for the reasons permitted by Department of Personnel Rules as they are amended from time to time. Currently the reasons are as follows:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder; and
11. Other sufficient cause.

Minor Disciplinary Actions, except written reprimands, involving employees with permanent status in any title, may be appealed to arbitration by the Union with the consent of the employee. Prior to pursuing an appeal to arbitration of a minor disciplinary action, the employee shall participate in an administrative hearing as required by Department of Personnel Rules.

Major Disciplinary Actions may only be appealed to the Merit System Board.

ARTICLE 26

PERSONNEL FILES

Employees shall have the right to inspect, and review their own individual personnel files upon request to the County. The employer recognizes and agrees to permit this review and examination at any reasonable time. An employee shall have the right to define, explain, or object, in writing, to anything found in his personnel file. This writing shall become a part of the employee's personnel file. Review of personnel files shall be made in the presence of the Personnel Administrator or a Secretary.

For the purposes of this Agreement, a personnel file is defined as any and all recorded matter concerning the employee, maintained by the Personnel Department or the Appointing Authority.

Copies of all material presently in an employee's personnel file shall be provided to the employee, upon request, one (1) time only. Thereafter, copies of all materials added to the employee's file shall be provided to the employee at the time of insertion.

No document of anonymous origin shall be maintained in the file, if, after investigation by the Department Head, no basis for substantiation of any matter contained therein is found.

In the event a supervisor keeps a separate file that includes any information that could be viewed as disciplinary or corrective, a copy of such a document will be given to the employee in a timely enough manner such that the employee has an opportunity to correct the problem prior to disciplinary action being taken.

ARTICLE 27

ECONOMY LAYOFFS

Layoffs shall be accomplished according to the rules and regulations of the New Jersey Department of Personnel.

An employee covered by this Agreement who is laid off pursuant to the provisions hereof, may file a grievance complaining of the layoff, in which case, the employee shall only take the grievance beyond Step 1 to the Merit System Board, in accordance with the Merit System Board, notwithstanding the language of Paragraph (b) under Step 1 or Article 28, "Grievance Procedure," providing an option to employees to take grievances either to the Merit System Board or to arbitration.

ARTICLE 28

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the Parties, including the application, meaning, or interpretation of this Agreement shall follow this procedure:

STEP 1:

(a) The Union Representative shall present the grievance, or dispute, in writing, to the employee's immediate Supervisor within fifteen (15) working days of its occurrence, or fifteen (15) working days after the employee should have become aware of the event. The immediate Supervisor shall adjust the matter and respond, in writing, within ten (10) working days. Failure to present the grievance within the time provided shall constitute abandonment of the grievance and bar its filing thereafter.

(b) If the matter remains unsettled after Step 1, the employee may pursue the matter, at his or her option, either in the remainder of this procedure, or take the matter before the Merit System Board, in accordance with the Department of Personnel procedures. In the event the employee elects to pursue Department of Personnel remedies, then the employee shall be forever precluded from advancing the grievance through the remainder of the grievance procedure.

STEP 2:

If the grievance, or dispute has not satisfactorily been settled in Step 1, the Union shall present it in writing to the Department Head, within five (5) working days after receiving the response from Step 1, or within five (5) working days after the response was due. The Department Head shall have five (5) working days to adjust the matter, and respond, in writing.

STEP 3:

If the grievance, or dispute, has not been satisfactorily adjusted in Step 2, the Union shall present it to the Board of Chosen Freeholders or their designated representative, within five (5) working days after receiving the response from Step 2, or within five (5) working days after the response was due. The Board shall settle the matter, and respond in writing, within five (5) working days. If the Board intends to convene a hearing into the matter, the time for this step shall be extended to fifteen (15) calendar days, provided the Union has been notified in writing of this intent within five (5) working days after the matter has been presented to the Board. This notice shall specify the time, and date of the hearing.

STEP 4:

If no settlement of the grievance, or dispute has been reached between

the Parties in Step 3, either one (1) or both may move the grievance, or dispute to arbitration within thirty (30) calendar days of receiving the Board's response, or within thirty (30) calendar days of the time the response was due.

ARBITRATION:

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

The arbitrator shall hear the matter on the evidence, and within the meaning of this Agreement, such rules and regulations as may be in effect by the Department of Personnel of the State of New Jersey, which might be pertinent, and render his award in writing, which shall be final, and binding.

The cost of the arbitrator's fee shall be borne equally by the Parties.

EXTENSIONS AND MODIFICATIONS:

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

GROUP OR POLICY GRIEVANCE:

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

ARTICLE 29

COPIES OF MINUTES

Copies of the minutes of the Public Meetings including Executive Sessions of the Board of Chosen Freeholders and any other Boards or Commissions of the County which have employees covered under this Agreement shall be provided to the Union at no charge no later than five (5) days after said minutes have been made available to the Public.

ARTICLE 30

EMPLOYEE ASSISTANCE

If the County proposes to discipline or terminate an employee and an investigation reveals that the employee has an emotional, personal, or health problem which is the cause of the employee's job performance, the County will cooperate and use reasonable efforts to assist the employee with professional help.

The County will distribute to each new employee, a copy of the contract and a statement that the C.W.A. is the recognized employee representative and a statement giving the name, address and telephone number of a person who can be contacted if an employee wants further information.

ARTICLE 31

BENEFITS FOR PART TIME EMPLOYEES

This Article defines benefits for part time employees.

Part time employees are permanent employees who work less than a full work week. Part time employees may work every day of the week for a period of time less than a full work day. They may also work regularly for less than five days per week.

ARTICLE 12-HOLIDAYS

If a part time employee's regularly scheduled work day is on a contractually defined holiday, the employee will receive the holiday. If not, the employee will not be entitled to the holiday.

ARTICLE 13-VACATIONS

A. Part time employees who work every regularly scheduled work day for less than a full work day shall receive a vacation allotment in accordance with Article 13.

B. Part time employees who work less than a full work week will receive a pro-rata vacation allotment based upon a fraction, the numerator of which is the number of days the employee works in the week and the denominator will be the number of five (5).

In either event, the part time employee's vacation "day" will be equal to the number of hours which the employee normally works in a day.

ARTICLE 14-LEAVES OF ABSENCE

A. Sick Leave

Part time employees who work a full work week are entitled to a full sick leave allotment.

Part time employees who work less than a full work week are entitled to a pro-rata sick leave entitlement based upon a fraction, the numerator of which shall be the number of days regularly worked and the denominator of which shall be five (5).

ATTENDANCE INCENTIVE BONUS

In order to be eligible for the Attendance Incentive Bonus, part time employees must be employed for at least twenty (20) hours per week. Those part timers who qualify will receive a pro-rata portion of the scheduled benefit. The amount to be received will be determined through a formula where the number of hours worked per week will be divided by the regular full time hours worked per week in that department. That

percentage will be multiplied times the scheduled payment to determine the amount to be received.

The following applies to three day per week and four day per week employees who qualify:

<u>THREE (3) DAYS PER WEEKS</u>		<u>FOUR (4) DAYS PER WEEK</u>	
<u>EMPLOYEE USE</u>	<u>PAYMENT</u>	<u>EMPLOYEE USE</u>	<u>PAYMENT</u>
0 Days	\$135.00	0 Days	\$ 180.00
1 Day	120.00	1 Day	165.00
2 Days	105.00	2 Days	150.00
3 Days	90.00	3 Days	135.00
4 Days	75.00	4 Days	120.00
5 Days or More	0.00	5 Days	105.00
		6 Days or More	0.00

B. Maternity Leave

Part time employees are entitled to maternity leave.

C. Bereavement Leave

Part time employees shall be entitled to Bereavement Leave where the period of bereavement coincides with regularly scheduled work days.

D. Personal Days

Part time employees who work a full work week are entitled to a full allotment of personal days.

Part time employees who work less than a full work week are entitled to a pro-rata Personal Day allotment based upon a fraction, the numerator of which shall be the number of days regularly worked and the denominator of which shall be five (5).

In regard to all "leave days", a part time employee's "leave day" shall be equal to the number of hours the part time employee normally works.

Article 16-Benefits (Medical and Other)

A part time employee does not get medical benefits unless she/he are employed twenty (20) or more hours per week.

ARTICLE 32

RESPONSIBLE RELATIONS

The Employers, its representatives and employees shall act within the accepted standards of common decency, courtesy, and respect.

ARTICLE 33

GENERAL PROVISIONS

A. This Agreement constitutes the complete and final understanding of the Parties during the term thereof.

B. All terms of masculine gender shall be construed to include the feminine gender, and all terms stated in the singular shall be construed to include the plural, unless a different intention is clearly understood from the context in which such terms are used.

C. The County may continue its present practice of having Sanitary Inspector Trainees execute an employment agreement that is attached as Attachment B. A copy will be provided to the Union. The interpretation of the agreement is subject to appropriate law.

Article 34 Donated Sick Leave Program

1. General

- 1.1 There will be times when an employee suffers from a catastrophic illness or injury which necessitates the employee's prolonged absence from work and for which the employee has no available paid leave. The County recognizes that co-workers would like to assist their fellow employees under such circumstances by volunteering to donate a portion of their accumulated benefit days to the employee(s) suffering from the catastrophic illness or injury.

2. Purpose

- 2.1 Sick leave is provided by the County to assist employees in times of illness. It is expected that sick leave is generally used sparingly and only when an employee is unable to work. Unused sick leave is accumulated to be used if an employee suffers a catastrophic illness or injury. Even so, a catastrophic illness or injury may extend beyond an employee's available sick time. This program will enable other employees to assist by voluntarily donating benefit days to assist the employee suffering from catastrophic illness or injury.

3. Definition of Catastrophic Illness or Injury

- 3.1 For the purpose of this policy, catastrophic illness or injury is defined as a debilitating illness or injury , cancer, stroke, major head/brain injury, AIDS, spinal cord injury, etc.) that requires the employee to be on a prolonged leave of absence from work for 60 or more work days and which requires:
 1. In-patient care in a hospital, hospice, or residential care facility; or
 2. Continuing medical treatment or supervision by a health care provider.
- 3.2 Medical proof of the existence and continuation of such a condition is required.

4. Description of Acceptance Into The Program

- 4.1 An employee may request participation in the program, as a leave recipient or leave donor. The employee's supervisor may also make such a request on behalf of the employee for his or her participation in the program as a leave recipient.
- 4.2 The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the County Human Resources Department

medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from the catastrophic illness or injury.

- 4.3 In order for a recipient to participate in the program, the recipient must meet the following requirements:
 - 4.3.1 The employee must be suffering from a catastrophic illness or injury as defined above which necessitates the employee's prolonged absence from work.
 - 4.3.2 The catastrophic illness or injury must be documented by medical evidence signed by the physician describing the nature of the illness or injury and the anticipated duration.
 - 4.3.3 The employee must have used exhausted all available allocated sick leave, vacation leave, personal leave and compensatory time.
 - 4.3.4 The employee must have been employed for one year with the County.
- 4.4 When the County Administrator has approved an employee as a leave recipient, the Human Resources Department shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his/her behalf.
- 4.5 An employee who is a recipient of the program will be allocated benefit days based on the physician's anticipated duration of the illness or injury. If the employee returns to work prior to the anticipated date of return, the remaining donated leave days will be returned to the leave account of the employees who donated them on a prorated basis.

5. Procedure for Donations

- 5.1 Employees may donate as many Sick Leave and/or Vacation leave days as they wish for the purpose of catastrophic illness or injury of a fellow employee as long as they maintain for their own use a minimum of twenty-five (25) accumulated sick leave days if donating sick days or twelve (12) vacation days if donating vacation days. Employees will be required to fill out and sign a form designating the days they wish to donate. The Human Resources Department will adjust the employee's accumulated leave day amount and notify the donating employee of their new total.
- 5.2 If employees donate more leave time than actually utilized by the recipient employee, the unused donated leave days will be returned to the donating employees in accordance with the following procedure:
- 5.3 The Human Resources Department shall maintain a donation list based upon

the order in which donation offers are received. Leave time will be allocated to the recipient employee from the leave accounts of employees in the order by which the days were donated. If the recipient employee returns to work prior to the anticipated date of return, the remaining donated leave days will be returned to the leave accounts of employees whose names remain on the donation list.

HUNTERDON COUNTY HUMAN RESOURCES DEPARTMENT
Donor Transfer

I hereby direct the Human Resources Department to transfer leave credit as indicated below to be used as personal sick leave by the following employee: _____.

_____ # of Sick Leave Days to be donated. This will not reduce my Sick Leave balance below twenty-five (25) accrued sick days

_____ # of Vacation Leave Days to be donated. This will not reduce my Vacation Leave balance below twelve (12) accrued vacation days

I realize that the days I donate will no longer be available for my personal use. I have considered this fact and have planned adequately for my own needs.

Date Employee Name Employee Signature

Department Phone Number

.....
For use by the Human Resources Department

Your request to transfer the above sick and/or vacation day(s) has been completed. Your adjusted, accumulated leave is as follows:

	Present Leave	Adjusted Leave
Sick Leave	-----	-----
Vacation Leave	-----	-----

This is to advise you that your sick and/or vacation day(s) will not be transferred due to the following reason:

_____ Your current sick leave balance does not show the required number of twenty-five days.

_____ Your current vacation leave balance does not show the required number of twelve days.

Signature Date

ARTICLE 35

DURATION OF AGREEMENT

The terms and provisions of this agreement shall be in force commencing January 1, 2003, and shall remain in effect and full force through December 31, 2005. The Parties agree to begin negotiating for a successor Agreement no later than September 15, 2005.

The parties also agree to continue negotiations on the subject of instituting 12-hour shifts at the Communications Center. Such negotiations shall be in accordance with the attached Side Letter on this subject.

IN WITNESS WHEREOF, the Parties have hereto affixed their signatures on this _____ day of _____, _____.

ATTEST:

BOARD OF CHOSEN FREEHOLDERS
HUNTERDON COUNTY

DENISE B. DOOLAN, Clerk

PAUL C. SAUERLAND, JR.
Director

CYNTHIA J. YARD
County Administrator

GAETANO M. DESAPIO
County Attorney

ATTEST:

COMMUNICATIONS WORKERS
OF AMERICA

GREGORY BADINI
Branch President

CWA International Representative

**Side Letter of Agreement
Regarding
Parking at the Main Street Complex**

There shall be a labor-management committee that will meet to discuss a proposed parking plan for the Main Street Complex. The County will make the final decision on the parking plan, after considering recommendations from the committee.

**Side Letter of Agreement
Regarding 12-Hour Shifts for Communications Operators
And Senior Communications Operators**

At the request of the Communications Workers of America (CWA), representatives of the County of Hunterdon (the County) and the CWA have commenced negotiations on the subject of instituting 12-hour shifts that would consist of employees working four days and then having four days off.

The representatives of each party have been negotiating in good faith on this subject and each would like to conclude an agreement implementing the schedule if it proves to be feasible from an operational and cost perspective. However, each also believes that more time is needed to investigate this matter in order to fully understand the impact on the operations of the Communications Center and whether it will reduce the overall costs of operating the Communications Center or at least the new system proves to be cost neutral. Further, because all other issues that were the subject of negotiations on a new three-year contract have been resolved, the parties have decided to settle the new three-year agreement, and to include therewith this provision to continue negotiations on the subject of the 12-hour shifts at the Communications Center.

In order to continue the negotiations on this subject, the parties hereby agree to meet, as part of that re-opener, on the following dates to determine if this proposal is feasible:

March 27, 2003
Other dates, as necessary

In agreeing to continue negotiating on this subject the parties understand that the negotiations will involve placing greater restrictions on the assignment of shifts, the conversion of leave time from eight-hour days to some other system, overtime and on-call responsibilities and when employees may take off leave time, in order to reduce the amount of overtime that the county would incur. In the event that the representatives of the County and the CWA do reach an agreement on a 12-hour shift, it will be subject to approval by the Hunterdon County Board of Chosen Freeholders and ratification by the CWA members who are employed at the Communications Center.

Neither party has the obligation to conclude an agreement on this topic. Both waive the right to mediation and fact finding on this topic.

For the County:

For the CWA:

Dated:

Dated: