

**AGREEMENT**

**BETWEEN THE**

**BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF SUSSEX**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
LOCAL 1032**

**2002-2004**

## INDEX

<u>Article</u>	<u>Subject</u>	<u>Page</u>
VII	Adherence to N.J. Dept. of Personnel Rules .....	7
XXIII	Bereavement Leave .....	21
XXXI	Breaks .....	25
XLI	Clothing Allowance .....	32
XL	Committees .....	32
I	Definitions .....	1
III	Dues Check Off .....	3
XLIII	Duration of Agreement .....	34
IX	Economy Layoffs .....	8
XXXIV	Grievances .....	27
XIX	Holidays .....	15
XIV	Hours of Work .....	10
XXIV	Jury Duty .....	21
XXIX	Leaves of Absence .....	23
XI	Legality .....	9
XLII	Licenses .....	34

XXXV	Longevity.....	29
V	Management .....	5
XXVI	Meal Allowance.....	22
XVII	Medical Benefits.....	13
XXVII	Mileage .....	22
XIII	Negotiation Procedure .....	9
VIII	No Strikes .....	8
VI	Non-discrimination and Due Process .....	7
XV	Overtime .....	10
XXXII	Part-time Employees.....	26
XVI	Pay Periods .....	12
XXII	Personal Leave.....	21
XXXIX	Personnel Files.....	32
	Preamble .....	1
XXXIII	Promotions/Out-of-Title Pay .....	26
XII	Quarterly Labor/Management Meetings .....	9
II	Recognition and Scope of Agreement.....	2
X	Safety .....	8
	Salary Schedules.....	Schedule A
XXXVII	Salary Ranges .....	31
XXXVI	Shift Differential/Special Compensation.....	30
XXI	Sick Leave .....	18

XXV	Snow Days.....	21
XVIII	State Temporary Disability Insurance .....	15
XXVII	Tuition Reimbursement .....	22
IV	Union Rights and Privileges.....	4
XX	Vacations .....	17
XXXVIII	Wages .....	31
XXX	Workers' Compensation Leave .....	25

## PREAMBLE

THIS AGREEMENT made and entered into this 29<sup>th</sup> day of May, 2002, by and between the Board of Chosen Freeholders of the County of Sussex, a County Government of the State of New Jersey, (hereinafter referred to as the "County") and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union") is the understanding between the County and the Union on all negotiable issues and as such, will serve to promote and maintain a harmonious relationship between the County and those of its employees represented by the Union and subject to this Agreement in order that more efficient and progressive public service be rendered.

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

## ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

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

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

"Office of Treasury"—the Central employee services office for the County of Sussex.

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

"Provisional Employee"—an employee in the career service (classified) who has acquired the tenure and rights resulting from regular appointment and successful completion of the Working Test Period in accordance with N.J.A.C. 4A:1-1.3.

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

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

"Working Test Period"—the working test period shall not include any time served by an employee under provisional, temporary, interim or emergency appointment. The working test period shall begin on the date of permanent appointment and extend over a period of three months for non-law enforcement titles and a period of twelve months for law enforcement positions (i.e., Juvenile Detention Officers) in accordance with N.J.A.C. 4A:45.2.

## ARTICLE II - RECOGNITION AND SCOPE OF AGREEMENT

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

Section 2: The appropriate negotiations unit shall be:

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

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

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

### ARTICLE III - DUES CHECK-OFF

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

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

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

#### Section 4: Representation Fee

- a) Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative during the term of this agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.
- b) The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees, and assessment charged by the majority representative to its own members less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees, and assessments.
- c) The Union hereby agrees to indemnify and hold the County harmless against any and all claims, actions, proceedings, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for purpose of complying with any of the provisions of this Article.
- d) The parties agree to comply with the provision of the statutes governing this matter as found under N.J.S.A. 34:13A-5.5, et. seq.

## ARTICLE IV - UNION RIGHTS AND PRIVILEGES

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

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

The County recognizes that the Union may designate five (5) "Special" representatives to replace the regular shop stewards from time to time. Of these five (5) "Special" representatives shall be permitted a maximum of 60 minutes per individual representative, per week, non-cumulative, without loss of pay or benefits to investigate a grievance at the first level in the "Grievance Procedure."

Union Representatives, not to exceed seven (7) in number, may participate in mutually scheduled collective negotiations or monthly meetings during their scheduled hours of work, and shall suffer no loss in their regular pay for the time they are so engaged. In the event that the Union President and/or Recording Secretary are County employees and they attend negotiations, they shall be considered part of the designated seven (7).

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

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

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

Section 4: The Union has twenty-five (25) days available to the Union to be used by duly-authorized representatives to engage in authorized Union activities. Any duly-authorized Union Representative may be granted with pay up to five (5) consecutive days for such activities. The



use and distribution of the twenty-five (25) days of Union leave is at the discretion of the Union providing the activities are duly-authorized Union activities.

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

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

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

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

## ARTICLE V - MANAGEMENT

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

- a) To exercise all management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this or other agreements with the Union;
- b) To the executive management and administrative control of the County Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees;
- c) To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the County;

- d) To reprimand, suspend, demote, discharge, or otherwise discipline employees for just cause;
- e) To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, layoff and recall employees to work and to determine their qualifications and conditions for continued employment or assignment in accordance with New Jersey Department of Personnel rules and regulations and this agreement;
- f) To determine the number of employees and the duties to be performed;
- g) To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;
- h) To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials, and other property of the County;
- i) To determine the total amount of overtime to be worked;
- j) To determine the methods, means, and personnel by which its operations are to be conducted;
- k) To determine the content of work assignments in accordance with New Jersey Department of Personnel job descriptions;
- l) To exercise complete control and discretion over the organization and the technology of performing its work;
- m) To subcontract for any existing or future service as determined necessary by the County as limited by this agreement;
- n) To make or change County rules, regulations, policies, and resolutions as the County may from time-to-time deem best for purposes of maintaining order, safety, and/or the effective and efficient operation of the work of the County subject to the limitations contained in this agreement and in law; and
- o) To generally manage the affairs of the County, attain and maintain full operation efficiency and productivity, and to direct the workforce.

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

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

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

#### ARTICLE VI - NON-DISCRIMINATION AND DUE PROCESS

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

Section 2: Zero Tolerance: The County has ongoing interest in maintaining a policy prohibiting unlawful discrimination and harassment, encouraging the filing of complaints alleging discrimination or hostile work environments in the workplace, and providing appropriate guidance to its employees regarding prohibited activities, employee and supervisor responsibilities, complaint procedures, and related issues of confidentiality, retaliation, discipline and training. To this end the County has adopted "Policy Prohibiting Discrimination, Harassment or Hostile Environments in the Workplace" on March 28, 2001.

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

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

#### ARTICLE VII - ADHERENCE TO NEW JERSEY DEPARTMENT OF PERSONNEL RULES

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

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

## ARTICLE VIII - NO STRIKES

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

## ARTICLE IX - ECONOMY LAYOFFS

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

Section 2: An employee re-appointed from a Civil Service reemployment list shall receive the same rate of pay received on the date of layoff (adjusted by intervening across the board wage increases) if re-appointed to the same title held at the time of layoff. If reappointed to another title, the employee's rate of pay shall be adjusted to that which the employee would have received if the employee had been appointed to the new title on the date of separation (adjusted by intervening across the board wage increases). Salary adjustments in this circumstance are subject to the minimums and maximums of the salary range of the job title to which an affected employee is re-appointed.

## ARTICLE X - SAFETY

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

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

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

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

If other comparable work or work location is not available, employees shall be allowed to use vacation or personal leave.

Section 5: A Joint Union-Management Safety Committee shall be established, consisting of five (5) Union appointed representatives and five (5) Management appointed representatives. This committee shall meet at least four (4) times per year. Additional meetings will take place at the request of either the Union or the County.

#### ARTICLE XI - LEGALITY

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

#### ARTICLE XII – QUARTERLY LABOR/MANAGEMENT MEETINGS

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

#### ARTICLE XIII - NEGOTIATION PROCEDURE

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

#### ARTICLE XIV - HOURS OF WORK

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

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

#### ARTICLE XV - OVERTIME

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

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

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

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

- a) Prior approval must be secured from the Division Head or authorized representative before any overtime is worked and compensatory time off is accrued.
- b) Accurate records showing when the time is earned and when it is taken must be kept by the Division Head or authorized representative in compliance with Federal Law and County policy. Compensatory time in lieu of paid overtime shall be earned at the same rate as paid overtime. Compensatory time off must be reported on leave requests.
- c) Employees are responsible for submitting a leave request to use the compensatory time within 120 calendar days of earning it with first and second choices. Employees in 24-hour facilities involved in direct patient/inmate care may not request to use compensatory time

the day before a holiday or on a holiday. Failure of the employee to request to use the compensatory time within time limits shall result in forfeiture. The Division Head or authorized representative will approve either the first or second choice at his/her discretion. The employee's first choice will not be unreasonably denied.

- d) Employees shall provide advance notice to use compensatory time off in the same manner as vacation time off and in accordance with Article XX—VACATIONS, Section 4, i.e., requests of five (5) or more consecutive compensatory days off must be submitted in writing to the Department Administrator four (4) weeks in advance of the requested time off and requests of less than five (5) consecutive compensatory days off should be made in writing to the Department Administrator four (4) working- days, where possible, in advance of the requested time off.
- e) Under no circumstances will compensatory time off be granted before it is earned.
- f). Compensatory time taken off shall not exceed the employee's regular work week of either 35 or 40 hours in any regular work week.
- g) An employee leaving County employment will be paid for any unused compensatory time remaining when separation takes place. The estates of deceased employees shall be paid for the compensatory time earned.

Section 4: An employee "called out" on an emergency or standby basis, due to severe weather conditions, i.e., snow, floods, hurricane, shall be paid an hour's wage for any part of the hour worked (i.e., 15 minutes = 1 hour, 30 minutes = 1 hour; 1 hour and 15 minutes = 2 hours; 1 hour and 30 minutes = 2 hours).

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

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

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

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

Section 8: All overtime and/or extra hours must be authorized by the County by budget appropriation and specifically scheduled by the Department Administrator.

#### ARTICLE XVI - PAY PERIODS

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

Section 2: To effect this change, all employees, who on January 1, 2002, had their annual salary "divided by 27" to yield the biweekly payroll, shall receive the equivalent of 1/52<sup>nd</sup> of their annual salary on or before June 28, 2002. This will assure that all employees will have received one-half of their annual 2002 salary prior to June 30, 2002. In addition, any employee, who may have left the employ of the County between January 2, 2002, and June 30, 2002, shall receive a prorated portion of his/her salary to which he/she is entitled. (See Section XXXVIII Wages, Section 3.)

Section 3: In every year, annual salaries are divided by 1827 hours for 35 hours per week employees and 2088 for 40 hours per week employees to determine the hourly rate. Likewise, annual salaries are divided by 261 workdays to determine the daily rate of pay.

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

Section 5: Under the former biweekly payroll method, the Union recognized that employees hired after May 1991 were subject to a payroll delay of ten (10) workdays, which shall continue. These employees have previously had and will in the future have ten (10) workdays' pay held back from them. Under the semi-monthly method as under the former biweekly payroll method, should an employee's last workday be a payday, the employee would be eligible for a credit of



ten (10) workdays' pay. Should an employee's last workday not be a payday, then the last pay would be prorated accordingly.

Under the former biweekly payroll method, any employee hired on or before May, 1991 received his/her payroll eight (8) workdays in advance of the completion of the period for which the employee was paid. With the semi-monthly payroll method, these employees continue to be paid eight (8) workdays in advance of the completion of the work period, e.g., the July 3<sup>rd</sup> paycheck covers the period July 1st through 15<sup>th</sup>.

## ARTICLE XV11 - MEDICAL BENEFITS

Section 1: Employees are eligible to receive health and medical benefits provided by the New Jersey State Health Benefits Program. Such employees will have the option on the open enrollments dates of selecting one of the following plans: Traditional Indemnity, Point of Service (New Jersey Plus), or an HMO approved by the State Health Benefits Commission. The program includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

The minimum number of hours worked for eligibility for health and medical benefits will increase from 20 per week to 25 per week effective March 1, 1996 and those eligible prior to March 1, 1996 will continue to be eligible until or unless their hours decrease to less than 20 per week; current employees ineligible for participation in the New Jersey State Health Benefits Program (i.e., those who work less than 20 hours) will continue to be ineligible for coverage in the program unless or until their hours are increased to at least 25 hours per week.

Section 2: Employees are eligible for a prescription drug program which includes \$5.00 co-pay for name brand and \$1.00 co-pay for generic. The plans include coverage for the employees and eligible immediate family members and shall be fully paid for by the County.

The minimum number of hours worked for eligibility for the prescription drug program will increase from 20 per week to 25 per week effective March 1, 1996, and those eligible prior to March 1, 1996, will continue to be eligible until or unless their hours decrease to less than 20 per week; current employees ineligible for participation in the prescription drug program (i.e., those who work less than 20 hours) will continue to be ineligible for coverage in the program unless or until their hours are increased to at least 25 hours per week.

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

The minimum number of hours worked for eligibility for the dental program will increase from 20 per week to 25 per week effective March 1, 1996, and those eligible prior to March 1, 1996, will continue to be eligible until or unless their hours decrease to less than 20 per week; current employees ineligible for participation in the dental program (i.e., those who work less than 20

hours) will continue to be ineligible for coverage in the program unless or until their hours are increased to at least 25 hours per week.

Section 4: Coverage shall begin after two (2) months of employment for health and prescription benefits and the first of the month after two (2) months of employment for dental benefits, providing that the proper application is completed and filed timely with the Office of Treasury (Employee Services).

Section 5: The County agrees to continue to pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for the health and medical benefits described in Section 1 provided such persons retire from the County service after twenty-five (25) years or more of service credit to the New Jersey State Pension System or receive a disability retirement regardless of the years of service. To be eligible for this benefit, such retirees shall apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. This health care program is administered by the New Jersey State Division of Pensions, Health Benefits Bureau.

For employees who retire effective January 1, 1988, or thereafter, the County agrees to pay the premium charges for the prescription program described in Section 2, and for the dental program described in Section 3, provided such persons retire from the County service after twenty-five (25) years or more of service credit to the New Jersey State Pension System or receive a disability retirement regardless of the years of service. The prescription and dental care programs are administered by the County in accordance with the contracts with the respective insurance carriers.

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

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

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

Section 8: Upon an employee's termination, all insurance coverages will be discontinued the first of the month after one month, or as otherwise specified by the insurance carrier.

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

Section 10: Effective January 1, 2002, the County agrees to reimburse employees or their dependent up to \$35.00 for his or her regular prescription corrective lens or up to \$45.00 for bifocal or more complex prescription corrective lenses. Employees or their dependents are eligible for a total of no more than one reimbursement for each year. Receipts, indicating amount paid by health insurance, if any, shall be submitted to the County to be eligible for reimbursement but the amount paid by health insurance and the reimbursement shall not exceed 100% of the cost. Eligibility for this program shall begin after two months of employment for new employees and shall cease when the employee is no longer actively employed which includes, but not limited to, leaves of absence, suspensions without pay, retirement/resignation, etc.

#### ARTICLE XVIII - STATE TEMPORARY DISABILITY INSURANCE

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

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

#### ARTICLE XIX - HOLIDAYS

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

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

Also to be observed are any other holidays declared by the legally constituted authorities of the County, Governor, or President. Unless otherwise stated, the term "holiday" refers to the observed holiday rather than the actual holiday.

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

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

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

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

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

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

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

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

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

All compensatory holiday time off, with the exception of Thanksgiving Day and Christmas Day, shall be taken in the year in which the holiday occurs. Employees whose regularly scheduled day off falls on Thanksgiving Day and/or December 25 may be carried into the next calendar year with the approval of the Department Head and the Office of Treasury.

Section 4: Employees in a 24-hour facility may be required to work on an observed holiday. If said employee is required to work on the observed holiday, except Thanksgiving Day, December 25 or January 1, or if said employee is scheduled to have his/her regular day off on the observed holiday, she/he shall be granted another day in lieu of the Holiday in accordance with the procedure outlined in Section 3.

Employees who work in a 24-hour facility and who are required to work on Thanksgiving Day, December 25 and/or January 1 shall be paid at the rate of time and one-half for all hours worked plus their regular holiday pay. Employees who work on Thanksgiving Day, December 25,

and/or January 1 and who are paid at the special rate listed above shall not receive another day off in lieu of these holidays.

Employees in a 24-hour facility called to work with less than 48 hours notice on Thanksgiving Day, December 25, or January 1 shall be paid their regular day's pay plus double time for all hours worked. Employees in a 24 hour facility called to work with less than 48 hours notice on any other holiday shall be paid straight time and granted another day off in lieu of that holiday.

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

## ARTICLE XX - VACATIONS

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

First year -- 1 day per month to the end of the calendar year

Upon completion of 1 through 5 years = 12 days per year

Upon completion of 6 through 7 years = 13 days per year

Upon completion of 8 through 11 years = 15 days per year

Upon completion of 12 through 15 years = 17 days per year

Upon completion of 16 through 20 years = 21 days per year

Upon completion of 21 through 26 years = 24 days per year

Upon completion of 27 years or more = 26 days per year

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

Section 2: Employees on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule,

provided however, that if the employee works less than twelve (12) months in the calendar year, she/he is entitled to pro rata share of such vacation entitlement. An employee who has used more vacation time than she/he is entitled to at the time of severance shall have an amount equal to his/her daily rate at the time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which she/he is entitled.

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

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

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

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

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

## ARTICLE XXI - SICK LEAVE

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

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

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

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

- a) Absenteeism: Absenteeism includes paid and unpaid sick leave, excused or unexcused absences whether paid or unpaid, or leaves of absence without pay. Chronic or excessive

absenteeism may be cause for disciplinary action up to and including termination of employment (see N.J.A.C. 4A:2-2.2 and 4A:2-2.3).

- b) Verification of Sick Leave: An employee shall be required to submit acceptable medical evidence for the following:
1. Absences for five or more consecutive working days.
  2. Absences for periods totaling 10 work days in one calendar year consisting of periods of less than five days without acceptable medical evidence.
  3. An employee currently suffering a catastrophic health condition or injury which necessitates the employee's recurring absences from work, may submit acceptable medical evidence for a maximum of six (6) months indicating the anticipated duration of the condition or injury. Extensions of six (6) month increments may be granted with the submission of acceptable medical evidence.
  4. An employee who is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury, which necessitates the employee's recurring absences from work, may submit acceptable medical evidence, disclosing the diagnosis and anticipated duration, for a maximum of 90 days. Extensions of a maximum of 30 days will be considered on a case-by-case basis. Unlike other medical evidence required, the medical evidence required for recurring absences relating to an immediate family member's catastrophic health condition or injury, shall indicate the nature, severity, and anticipated duration of the disability.
  5. Upon issuance of a disciplinary notice as described in (d) of this article.
  6. The County and its representatives retain the right to require acceptable medical evidence and/or initiate progressive discipline whenever there is reasonable cause to suspect abuse of sick leave. Supervisors may deny the use of sick leave for any valid reason and must advise employee of the reason for such denial.
- c) New Employees and/or Working Test Period: A new employee who is absent or sick more than three (3) times during his/her first ninety (90) days of employment may be subject to termination if no legitimate reasons for the absences are found. A regular employee serving a ninety (90) day working test period who is sick or absent more than three (3) times during the working test period may be subject to failure of the working test period if no legitimate reasons for the absences are found. Failure of the working test period may result in demotion, if an appropriate vacancy exists, or termination of employment in accordance with N.J. Department of Personnel (Civil Service) rules.
- d) Disciplinary Notice: An employee who has been absent for periods totaling 10 or more work days in one calendar year consisting of periods of less than five consecutive days without acceptable medical evidence, may be given a disciplinary notice.

An employee who has exhibited a pattern of absences (such as single absences on Monday or Friday, before and after days off in 24 hours facilities, payday, the day after payday, or some other pattern that appears suspicious) without acceptable medical evidence is subject to progressive discipline such as warning, suspension, termination. After progressive discipline is initiated in these circumstances, employee may be required to supply acceptable medical evidence justifying the absence for the next calendar year.

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

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

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

Upon completion of 5 through 10 years of service	= 1/8 up to \$15,000.00
Upon completion of 11 through 20 years of service	= 1/4 up to \$15,000.00
Upon completion of 21 years or more	= 1/2 up to \$15,000.00

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

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

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

## ARTICLE XXII – PERSONAL LEAVE

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



Section 2: No personal leave shall be taken for less than a quarter day and providing it is mutually agreed by the employee and the Department Administrator. The Union recognizes and agrees that personal leave shall not be used for unauthorized: late arrival, leaving work early, or returning from lunch late.

Section 3: An employee must give his/her department/agency head twenty-four (24) hours notice when possible before taking personal leave. Requests to use personal leave for emergencies, with less than 24 hours notice, shall not be unreasonably withheld. The County shall approve the personal leave unless there is a shortage of staff or peak work load periods.

#### ARTICLE XXIII - BEREAVEMENT LEAVE

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

#### ARTICLE XXIV - JURY DUTY

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

#### ARTICLE XXV- SNOW DAYS

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

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

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

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

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

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

#### ARTICLE XXVI - MEAL ALLOWANCE

Any employee who works during severe weather conditions (e.g. snow storm, ice storm, flood, hurricane) or other emergency, shall receive the sum of \$7.00 as a meal allowance for each six hours of accumulated overtime worked during the emergency other than normal working hours.

#### ARTICLE XXVII - MILEAGE

Section 1: Employees required to use personal vehicles in the pursuit of proper and necessary County business will be reimbursed at the rate of \$0.30 per mile.

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

#### ARTICLE XXVIII - TUITION REIMBURSEMENT

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

Reimbursement shall be based on the following schedule:

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

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

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

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

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

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

#### ARTICLE XXIX - LEAVES OF ABSENCE

Section 1: The types of Leave of Absence are (a) those described by the State and Federal Family and Medical Leave Act in accordance with N.J.A.C. 4A:6-1.21A and N.J.A.C. 4A:6-1.21B; or (b) personal leave which may include but is not limited to leaves for personal, business or educational reasons. Leaves of Absence under part (b) must be taken for a minimum of three (3) months. Leaves of Absence under part (a) may be taken for less than three (3) months, only when sought for a serious health condition and when an appropriate physician's certification is supplied to the division director prior to taking leave. To be eligible for a leave of absence, the employee shall be employed by the County at least twelve (12) months prior to the requested leave. The Appointing Authority, with the approval of the Board of Chosen Freeholders, may grant the privilege of a leave of absence, without pay, to an employee for a period not less than three months and not to exceed one year. This may be renewed for an additional period only by formal action of the Appointing Authority with a Resolution of the Board of Chosen Freeholders.

Employees who fail to attend work as required (absent) and do not have leave time to charge for said nonattendance shall be "docked" for the lost time. When an employee has been "docked" for failure to attend work, said employee may be subject to discipline depending upon the cause of the absence.

Section 2: Maternity Leave of Absence: An employee shall notify the Department Administrator, appointing authority and the Office of Treasury of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave of absence without pay as aforementioned in Section 1.

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

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

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

Section 5: The County shall pay the medical insurance premiums, prescription program premiums and/or dental premiums for an employee on family or medical leave of absence for a maximum of the first three (3) months provided the employee supplies the County with medical evidence justifying the leave request (See Article XXI-Sick Leave, Section 4). Thereafter, the employee shall be entitled to continue their coverage in accordance with the Federal C.O.B.R.A. laws.

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

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

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

## ARTICLE XXX – WORKERS' COMPENSATION LEAVE

Section 1: Notwithstanding the nature or severity, injuries/accidents on the job shall be reported on the appropriate "Accident Report," preferably within 24 hours. The 'Accident Report' acts as a workers' compensation claim for medical expenses, loss of work, and/or loss or damage to personal appliances such as eye glasses. Exposures to serious disease, for example Lyme, scabies, Hepatitis, HIV, or tuberculosis, are reportable on the same "Accident Report." If the

injury or exposure requires medical attention, employees shall report to their supervisor and seek medical attention from any of the panel physicians approved by the claims administrator as posted on employee bulletin boards unless circumstances require emergency attention.

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

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

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

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

#### ARTICLE XXXI - BREAKS

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

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

#### ARTICLE XXXII - PART-TIME EMPLOYEES

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

Section 2: Part-time employees hired prior to March 1, 1996, and who work a minimum of twenty (20) hours per week are eligible for medical insurance coverage. Part-time employees

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

Section 3: Part-time employees shall be credited with pro rata sick leave, longevity, bereavement, personal leave, vacation time, holidays, and clothing allowance. Employees considered part-time, on call, shall not receive benefit leave time.

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

### ARTICLE XXXIII – PROMOTIONS/OUT OF TITLE PAY

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

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

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

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

No employee shall receive a pay cut on promotion.

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

Section 5:

- a) Temporary Assignments

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

An employee required to perform the duties of a position in a higher range shall be granted a salary increase as described in Section three (3) of this article after more than ten (10) consecutive work days of such performance, retroactive to the first day. An employee may request written confirmation from his/her supervisor on the appropriate form of the title and salary before she/he performs such duties or continues to perform such duties.

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

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

#### ARTICLE XXXIV - GRIEVANCES

##### A) Definition

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

1. that there has been a violation, misinterpretation or inequitable application of any of the provisions of this agreement, or
2. that employee(s) has/have been treated unfairly or inequitably by reason of any act or condition which is contrary to established County policy or administrative practice governing or effecting employees. However, any matter for which:
  - a) a precise method of review is prescribed by State statute or rule having the force and effect of law; or
  - b) the County is without authority to act

shall not be permitted to go to arbitration.

##### B) Procedures

The importance of having a grievance processed as quickly as possible suggests that the number of days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits may, however, be extended by

mutual written agreement. A grievance may be filed within fifteen (15) work days of the event. The employee shall have the right to be represented by the Union Representative.

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

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

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

The County Administrator shall arrange a hearing on the grievance at a mutually agreeable time and place not later than ten (10) working days after receipt of the grievance. The grievant and/or the Union representative shall be allowed to present at the hearing.

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

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

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

The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement, and render his/her award, in writing, which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the parties.



- C. Extensions and Modifications: Time extensions may be mutually agreed to by the County and the Union, in writing.
- D. Group or Policy Grievance: A group or policy grievance or dispute shall be presented, in writing, by the Union, at the lowest step at which a settlement may be obtained.
- E. Time Limits
  1. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to extend the time period(s).
  2. Time limits may be extended by written mutual consent of the parties.
  3. Failure of the County to respond to a grievance within the time limit shall be deemed a denial of the grievance. The County shall make every reasonable effort to respond to a grievance.
  4. Failure of the Union to proceed to the next step within the time limit shall be deemed abandonment of the grievance and the decision of the County shall be deemed the final and binding resolution of the grievance.

ARTICLE XXXV - LONGEVITY

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

Years of completed service shall be computed on a full calendar year from January 1st to December 31<sup>st</sup> in accordance with the following schedules (schedules based on full-time employment):

For the Years of 2002, 2003, and 2004:

<u>Years of Service:</u>	<u>Longevity Amount</u>
5 through 9 years	=\$ 500.00
10 through 14 years	=\$ 600.00
15 through 19 years	=\$ 750.00
20 through 24 years	=\$1,100.00
25 years of more	=\$1,300.00

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

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

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

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

#### ARTICLE XXXVI - SHIFT DIFFERENTIAL/SPECIAL COMPENSATION

Section 1: The evening shift shall be defined as a regularly scheduled shift in which the majority of the working hours fall between 4 p.m. and midnight.

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

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

Section 3: Employees who are required to be available by pager shall receive additional compensation at the per diem rate of twenty (\$20.00) dollars, which compensation shall be in addition to the employee's pay for worked time. Employees who are required to be available by pager on a holiday shall receive additional compensation at the per diem rate of forty (\$40.00) dollars, which compensation shall be in addition to holiday pay or pay for time worked on a holiday. An employee required to be available by pager shall receive such instruction in writing signed by his/her departmental administrator. Employees who voluntarily make themselves available by pager without written instruction shall not be eligible for additional compensation. When written instruction is not provided, wearing of a pager is not mandatory.

#### ARTICLE XXXVII - SALARY RANGES

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

- a) Effective January 1, 2002, the minimum and maximum of each range shall be increased by 2.0%.

- b) Effective January 1, 2003, the minimum and maximum of each range shall be increased by 2.0%.
- c) Effective January 1, 2004, the minimum and maximum of each range shall be increased by 2.0%.

## ARTICLE XXXVIII - WAGES

### Section 1:

- a) Effective January 1, 2002, each employee's 2001 annual salary shall be increased by 3.90% as set forth in Section 3 below.
- b) Effective January 1, 2003, each employee's 2002 annual salary shall be increased by 3.90%.
- c) Effective January 1, 2004, each employee's 2003 annual salary shall be increased by 3.90%.

Section 2: In no instance shall any employee be paid less than the minimum of the range or more than the maximum of the range.

Section 3: To be eligible for the 2002 wage increase, an employee must be in the employ of the County on December 31, 2001, and in the employ of the County on the date of this agreement. This provision shall apply to any employee who terminated for reason other than retirement or death prior to the date of this Agreement. Any employee who retired prior to the date of this agreement shall be granted pro rata salary increases for the time worked. The estate of a deceased employee who died prior to the date of this agreement shall receive the employee's pro rata salary increase for the time worked.

Section 4: The parties agree during the term of this contract to create a labor/management committee to develop a procedural outline to conduct performance appraisals and a pay-for-performance compensation plan affecting Union members. The committee should finalize a working draft for consideration by the County's senior management not later than 1 September 2003.

## ARTICLE XXXIX - PERSONNEL FILES

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

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

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

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

#### ARTICLE XL - COMMITTEES

Section 1: Child Care Committee: The Union and the County agree to establish a joint labor-management study committee to investigate child care needs among County employees and possible solutions to identified problems. This shall in no way obligate the County to implement any proposed solutions.

Section 2: A labor-management committee will be established to investigate the allocation of County vehicles to determine whether it might be feasible to assign some existing County vehicles to public health nursing.

#### ARTICLE XLI - CLOTHING ALLOWANCE

Section 1: Employees serving in the areas listed below who are employed in non-clerical positions and who would have a tendency to get their clothes soiled and/or damaged in the normal course of duty or who are required to wear special clothing and/or uniform shall receive an annual clothing allowance of \$300.00 per year.

- All Public Works Department non-clerical titles (including those in the Roads & Bridges, Fleet Management, Engineering, and Transit Divisions);
- All Facilities & Services non-clerical titles;
- Health and Human Services Department non-clerical titles (including those in Public Health Nursing, Environmental, and Weights & Measures.
- All Homestead Division non-clerical titles;
- All food service workers' titles;
- All custodial, maintenance, and building services titles;
- All investigators in the Medical Examiner's Division;

And any other employees or group of employees which the parties hereto may mutually agree are entitled to annual clothing allowances. The parties agree to meet to draw up a specific list of job titles which shall be eligible for the clothing allowance which shall include all job titles which have in the past received the clothing.

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

- a) Employees who worked twelve (12) months in the prior calendar year shall be paid the full allowance within forty-five (45) days after State approval of the County budget but no later than June 1<sup>st</sup> of each year.
- b) Employees who worked less than twelve (12) months in the prior calendar year shall receive a pro rata share of the full allowance within forty-five (45) days after State approval of the County budget but no later than June 1<sup>st</sup> of each year.

Section 3:

- a) Effective January 1, 2003, in lieu of the provisions of Section 1 above, employees serving in the areas listed below in Subsection (c) who are employed in non-clerical positions and who would have a tendency to get their clothes soiled and/or damaged in the normal course of duty shall receive a standard uniform issue and cleaning services from the uniform supplier with whom the County will have contracted.
- b) The standard uniform issue will include eleven shirts, eleven pants, two mid-weight jackets, one cap, and identification patches.
- c) Covered employees shall include:
  - All Division of Public Works non-clerical titles (including titles assigned to Roads and Bridges and Fleet Management).
  - All Division of Facilities Management non-clerical titles.
  - All mechanic-related positions in the Division of Transit.
  - Juvenile Detention Officers (Division of Youth Services) excluding two-mid-weight jackets.
- d) A labor management committee will be assembled immediately following negotiations to choose uniforms. The committee will recommend preferred uniforms to the Department Administrator. The Department Administrator will make the final decision subject to limitations of the Local Public Contracts Law, Purchasing Agent and County Administrator.

Section 4: Personal Protective Equipment (PPE)

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

Section 5: During the term of this agreement representatives of the Union and County will meet to examine the current practices and policies regarding clothing allowances and/or provision of uniforms for divisions other than those covered in Section 3 c. above. The committee will codify current practices and policies and will recommend appropriate changes, if any. At least the Division of Transit, Office of Weights and Measures, and other custodial, maintenance, building service and telecommunication titles will be subjects of this study.

ARTICLE XLII - LICENSES

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

ARTICLE XLIII - DURATION OF THE AGREEMENT

The term of this agreement shall be in full force and effect through December 31, 2004. The benefits in this Agreement shall remain in full force and effect after termination of this Agreement and until superseded by a successor Agreement.

No additional wage and/or increment increases shall be granted in 2005 until and unless negotiated in a successor contract.

Signed this 29<sup>th</sup> day of May, 2002, by the duly authorized representatives of the parties hereto.

FOR THE BOARD OF CHOSEN  
FREEHOLDERS, COUNTY OF SUSSEX:

FOR THE COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO

\_\_\_\_\_  
Susan M. Zellman,  
Freeholder Director

\_\_\_\_\_  
Michael DeSiena  
Executive Vice President

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Elaine A. Morgan  
Clerk of the Board

---

Nancy Holleran  
Branch 10 President

Approved as to Form:

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Robert Teets  
Branch 10 Vice President

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Gregory C. Fehrenbach  
County Administrator

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Lynn Kellner  
Chief Steward

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James McDonald  
Chief Steward

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Judy Ross  
Chief Steward

---

Elaine Rottger  
Chief Steward

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Ruth Barrett  
CWA Staff Representative

## SCHEDULE A

### JOB GROUP 1

04651 Agency Aide  
00844 Audio Visual Aids Clerk  
01245 Clerk  
02289 Library Page  
02634 Payroll Clerk  
02976 Receptionist  
02983 Recreation Aide  
03126 Seamstress  
04150 Telephone Operator, typing

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$9.022	\$16.731	Hourly
16,485	30,567	35 Hours
18,840	34,934	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$9.202	\$17.066	Hourly
16,815	31,178	35 Hours
19,217	35,623	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$9.386	\$17.407	Hourly
17,151	31,802	35 Hours
19,601	36,335	40 Hours



## SCHEDULE A

### JOB GROUP 2

00976 Cashier  
00981 Cashier, typing  
01273 Clinic Attendant  
01673 Docket Clerk  
02219 Laboratory Aide  
02261 Laundry Worker  
02499 Messenger  
04614 Personnel Clerk, typing  
02931 Receptionist, typing  
03777 Stock Clerk  
04237 Vault Clerk

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$9.528	\$17.489	Hourly
17,406	31,954	35 Hours
19,893	36,518	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$9.719	\$17.839	Hourly
17,754	32,593	35 Hours
20,291	37,248	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$9.913	\$18.196	Hourly
18,109	33,245	35 Hours
20,697	37,993	40 Hours

## SCHEDULE A

### JOB GROUP 3

00929	Building Maintenance Worker
00939	Building Service Worker
01266	Clerk Transcriber
01268	Clerk Typist
01313	Community Service Aide
01675	Docket Clerk, typing
01864	Food Service Worker
02091	Index Clerk
07467	Library Assistant
02320	Mail Clerk
02469	Medical Records Clerk
02504	Microfilm Operator
05718	Receptionist/Telephone Operator
05674	Receptionist/Telephone Operator, typing
03042@	Recreation Therapy Aide
04713	Ward Clerk, typing

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$10.060	\$18.297	Hourly
18,379	33,427	35 Hours
21,005	38,203	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$10.261	\$18.663	Hourly
18,747	34,096	35 Hours
21,425	38,967	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$10.466	\$19.036	Hourly
19,122	34,778	35 Hours
21,854	39,746	40 Hours

## SCHEDULE A

### JOB GROUP 4

00001	Account Clerk
00003	Account Clerk, typing
00933	Building Maintenance Worker-Low Pressure License
01260	Clerk Stenographer
04649	Data Entry Machine Operator
01877	Garage Attendant
02092	Index Clerk, typing
07468	Library Assistant, typing
02470@	Medical Records Clerk, typing
02640	Permit Clerk
05471	Permit Clerk, typing
02685	Planning Aide
02571	Printing Machine Operator
03195	Senior Audio Visual Aids Clerk
03338	Senior Food Service Worker
03477	Senior Microfilm Operator
04167	Timekeeper
05487	Word Processing Operator

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$10.596	\$19.110	Hourly
19,358	34,914	35 Hours
22,123	39,901	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$10.808	\$19.492	Hourly
19,745	35,612	35 Hours
22,565	40,699	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$11.024	\$19.882	Hourly
20,140	36,324	35 Hours
23,016	41,513	40 Hours

## SCHEDULE A

### JOB GROUP 5

07462	Bridge Repairer/Road Repairer
01347	Cook
02111	Institutional Attendant
02248	Laborer
02281	Library Clerk Driver
05472	Library Clerk Driver, typing
02328	Maintenance Repairer
02953	Purchasing Assistant, typing
06281	Radio Dispatcher/Security Guard
05832	Radio Dispatcher/Senior Clerk Typist
06136	Receptionist / Senior Telephone Operator
03090	Road Repairer
03227	Senior Building Maintenance Worker
03229	Senior Building Service Worker
03247	Senior Clerk
03255	Senior Clerk Transcriber
03256	Senior Clerk Typist
05180	Senior Data Entry Machine Operator
03298	Senior Docket Clerk
00330	Senior Docket Clerk, typing
03376	Senior Index Clerk, typing
03416	Senior Library Assistant
03417	Senior Library Assistant, typing
03424	Senior Mail Clerk

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$11.173	\$19.972	Hourly
20,414	36,488	35 Hours
23,330	41,702	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$11.396	\$20.371	Hourly
20,822	37,218	35 Hours
23,797	42,536	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$11.624	\$20.778	Hourly
21,238	37,962	35 Hours
24,273	43,387	40 Hours

## SCHEDULE A

### JOB GROUP 6

00295 Assessing Clerk  
00913 Bridge Repairer  
04866 Data Processing Technician  
06559 Drafting Technician  
01733 Engineering Aide  
02182 Investigator - County Adjuster's Office  
02242 Laboratory Technician  
02279 Legal Stenographer  
02285 Library Exhibit Artist  
02365 Maintenance Repairer - Low Pressure License  
02369 Maintenance Repairer - Painter  
02455 Mechanical Stores Clerk  
02515 Mosquito Identifier Specialist  
02701 Plumbers Helper  
02822 Principal Library Assistant  
02823 Principal Library Assistant, typing  
06950 Program Development Aide - Community Service  
02242 Public Health Investigator  
03228 Senior Building Maintenance - Low Pressure License  
03253 Senior Clerk Stenographer  
03274 Senior Cook  
04730 Senior Employee Benefits Clerk  
03340 Senior Garage Attendant  
03383 Senior Institutional Attendant  
03418 Senior Library Clerk Driver  
03496 Senior Payroll Clerk  
03548 Senior Purchasing Assistant, typing  
03560 Senior Recreation Therapy Aide  
03567 Senior Road Repairer  
05713 Senior Word Processing Operator  
03705 Sign Maker 2  
03779 Storekeeper  
04189 Traffic Maintenance Worker  
04201 Trainee, Weights & Measurer  
04220 Tree Trimmer  
04222 Truck Driver  
04332 Youth Aide

## SCHEDULE A

Job Group 6, continued  
**Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$11.870	\$21.051	Hourly
21,686	38,460	35 Hours
24,784	43,955	40 Hours

**Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$12.107	\$21.472	Hourly
22,120	39,229	35 Hours
25,280	44,834	40 Hours

**Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$12.349	\$21.901	Hourly
22,562	40,014	35 Hours
25,786	45,731	40 Hours

## SCHEDULE A

### JOB GROUP 7

00445	Assistant County Superintendent of Weights & Measurers
00970	Carpenter
01297	Communications Operator
06990	Communications Operator / Timekeeper
05008	Juvenile Detention Officer
05594	Omnibus Operator
02593	Paralegal Specialist
02773	Principal Clerk
05178	Principal Data Entry Machine Operator
02791	Principal Docket Clerk
02792	Principal Docket Clerk, typing
02196	Public Safety Telecommunicator
03165	Senior Account Clerk
03168	Senior Account Clerk, typing
03189@	Senior Assessing Clerk
03222	Senior Bridge Repairer
03405	Senior Legal Stenographer
03425	Senior Maintenance Repairer
03430	Senior Maintenance Repairer - Electrician
03439	Senior Maintenance Repairer - Low Pressure License
03512	Senior Planning Aide
03588	Senior Sign Designer, Letterer & Processor
04625	Senior Traffic Maintenance Worker
04624	Senior Traffic Maintenance Worker / Sign Maker 2
04732	Senior Youth Aide
03904	Supervising Library Assistant
03906	Supervising Library Assistant, typing
04226	Truck Driver, Heavy
04305	Welder

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$12.771	\$22.402	Hourly
23,334	40,929	35 Hours
26,667	46,775	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$13.026	\$22.850	Hourly
23,801	41,748	35 Hours
27,200	47,711	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$13.287	\$23.307	Hourly
24,277	42,583	35 Hours
27,744	48,665	40 Hours

## SCHEDULE A

### JOB GROUP 8

01706	Electrician
01746	Equipment Operator
01842	Fire Instructor
02183	Inspector, Mosquito Extermination
04477	Investigator Penal Institution
07675	Legal Secretary
02288	Library Intern
02434	Mechanic
02757	Principal Clerk Transcriber
02755	Principal Account Clerk
02757	Principal Account Clerk, typing
02781	Principal Clerk Typist
07063	Principal Employee Benefits Clerk, typing
02781	Principal Index Clerk
02757	Principal Index Clerk, typing
02831	Principal Payroll Clerk
04737	Principal Payroll Clerk, typing
02933	Public Work's Inspector
02183	Sanitary Inspector Trainee
03631	Senior Tree Trimmer

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$13.739	\$23.781	Hourly
25,102	43,449	35 Hours
28,689	49,656	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$14.014	\$24.257	Hourly
25,604	44,318	35 Hours
29,263	50,649	40 Hours

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$14.294	\$24.742	Hourly
26,116	45,204	35 Hours
29,848	51,662	40 Hours



## SCHEDULE A

### JOB GROUP 9

00354	Assistant Chief Clerk
00438	Assistant Coordinator of Volunteers
07337	Assistant Supervising Maintenance Repairer
07347	Assistant Supervising Maintenance Repairer - Low Pressure License
03171	Coordinator of Volunteers
01952	Head Cook
02001	Heavy Equipment Operator
02106	Inspector, Road Openings
07569	Librarian
07570	Librarian, Children's
07571	Librarian, Reference
02440	Mechanic - Diesel
02693	Plumber
02750	Practical Nurse
03128	Secretarial Assistant, Stenographer
04364	Secretarial Assistant, typing
06560	Senior Drafting Technician
03322	Senior Engineering Aide
03336	Senior Fire Instructor
05109	Senior Juvenile Detention Officer
03459	Senior Mechanic
03741	Social Worker Juvenile Rehabilitation
07913	Social Worker Nursing Home
06466	Supervisor, Building Service
06468	Supervisor, Building Service - Low Pressure License
06904	Technical Assistant Land Use
04180	Traffic Analyst
04203	Training Officer

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$14.707	\$25.316	Hourly
26,870	46,253	35 Hours
30,709	55,860	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$15.001	\$25.822	Hourly
27,407	47,178	35 Hours
31,323	56,977	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$15.301	\$26.338	Hourly
27,955	48,122	35 Hours
31,949	58,117	40 Hours

## SCHEDULE A

### JOB GROUP 10

00112 Administrative Secretary  
00004 Accountant  
00010 Administrative Analyst  
00020 Administrative Clerk  
06458 Assistant Food Service Manager  
00940 Building Superintendent  
00960 Buyer  
01037 Chief Clerk  
01177 Chief of Survey Party  
01387 Counselor Penal institution  
07528 Environment Health Specialist  
02105 Investigator, County Medical  
06197 Patient Activity Coordinator  
06561 Principal Drafting Technician  
06407 Program Development Specialist - Aging  
06930 Program Development Specialist - Community Service  
03040 Recreation Therapist  
03097 Sanitary Inspector  
03524 Senior Practical Nurse  
03859 Supervising Clerk  
03864@Supervising Clerk Typist  
5600 Supervising Omnibus Operator  
**05110 Supervising Juvenile Detention Officer**

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$15.748	\$26.815	Hourly
28,771	48,992	35 Hours
32,882	55,990	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$16.063	\$27.351	Hourly
29,346	49,972	35 Hours
33,540	57,110	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$16.384	\$27.898	Hourly
29,933	50,971	35 Hours
34,211	58,252	40 Hours

REVISED: 02/18/03 (See Job Group 11)

## SCHEDULE A

### JOB GROUP 11

00562	Assistant Head Nurse
00654	Assistant Planner
01129	Chief Fire Instructor
01474	Data Processing Programmer
01534	Dietician
06456	Food Service Manager
01926	Graduate Nurse
01930	Graduate Nurse - Public Health
02804	Principal Engineering Aide
04698	Principal Engineering Aide / Traffic Enumerator
02916	Public Health Nutritionist
03392	Senior Investigator - County Medical Examiners Officer
03622	Senior Traffic Analyst
03848	Supervising Account Clerk
06592	Supervising Bridge Repairer
<del>05110</del>	<del>Supervising Juvenile Detention Officer</del>
07338	Supervising Maintenance Repairer
07340	Supervising Maintenance Repairer - Low Pressure License
06816	Supervisor, Traffic Maintenance
03969	Supervisor of Accounts
06575	Supervisor Asphalt
04019	Supervisor of Garage Services
06654	Supervisor of Roads

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$16.812	\$28.449	Hourly
30,724	51,977	35 Hours
35,102	59,402	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$17.148	\$29.018	Hourly
31,338	53,017	35 Hours
35,804	60,590	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$17.49	\$29.598	Hourly
31,965	54,077	35 Hours
36,520	61,802	40 Hours

REVISED: 02/18/03 (See Job Group 10)

## SCHEDULE A

### JOB GROUP 12

00519 Assistant Engineer - Civil  
07003 Counselor, Victim Witness Program  
03380 Senior Inspector Mosquito Examiner  
03406 Senior Librarian  
03410 Senior Librarian, Children's  
03413 Senior Librarian, Reference

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$17.828	\$30.019	Hourly
32,572	54,844	35 Hours
37,225	62,680	40 Hours

#### **Effective January 1, 2001**

Minimum	Maximum	Hours
\$18.185	\$30.619	Hourly
33,223	55,941	35 Hours
37,970	63,934	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$18.549	\$31.231	Hourly
33,887	57,060	35 Hours
38,729	65,213	40 Hours

## SCHEDULE A

### JOB GROUP 13

01338 Construction Inspector  
01960 Head Nurse  
02390 Management Specialist  
02820 Principal Librarian  
04507 Principal Librarian, Children's  
02821 Principal Librarian, Reference  
06382 Records Manager  
03510 Senior Planner  
06931 Senior Program Development Specialist - Community  
03569 Senior Sanitary Inspector

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$18.870	\$31.568	Hourly
34,476	57,675	35 Hours
39,402	65,914	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$19.247	\$32.199	Hourly
35,166	58,829	35 Hours
40,190	67,232	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$19.632	\$32.842	Hourly
35,869	60,006	35 Hours
40,994	68,577	40 Hours

## SCHEDULE A

### JOB GROUP 14

53246	Data Processing Analyst
04586	Executive Assistant
07917	Head Nurse / Instructor of In-Service Nursing
02753	Instructor In-Service Nursing
02255	Land Surveyor
10107	Network Administrator I
02848	Principal Sanitary Inspector
02192	Public Health Nurse
03295	Senior Data Processing Programmer
03315	Senior Engineer - Civil
03604	Senior System Analyst
07604	Telecommunication System Analyst

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$19,906	\$33,152	Hourly
36,368	60,569	35 Hours
41,564	69,221	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$20,304	\$33,815	Hourly
37,095	61,780	35 Hours
42,395	70,605	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$20,710	\$34,491	Hourly
37,837	63,016	35 Hours
43,243	72,017	40 Hours

## SCHEDULE A

### JOB GROUP 15

00769	Assistant Supervisor of Nurses
01205	Chief Sanitary Inspector
01599	Director of Food Service
02837	Principal Planner
05711	Program Specialist, Special Child Health Services
03536	Senior Public Health Nurse
03902	Supervising Librarian
04595	Supervising Librarian, Reference
04184	Traffic Engineer

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$20.952	\$34.714	Hourly
38,280	63,422	35 Hours
43,748	72,482	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$21.37	\$35.408	Hourly
39,046	64,690	35 Hours
44,623	73,932	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$21.797	\$36.116	Hourly
39,827	65,984	35 Hours
45,515	75,411	40 Hours

## SCHEDULE A

### JOB GROUP 16

00667	Assistant Public Health Nurse Supervisor
03067	Agricultural Resource Specialist I
06241	Nurse Practitioner - Pediatric
07493	Senior Program Specialist Special Child Health

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$21.987	\$36.279	Hourly
40,171	66,284	35 Hours
45,909	75,752	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$22.427	\$37.005	Hourly
40,974	67,610	35 Hours
46,827	77,267	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$22.876	\$37.745	Hourly
41,793	68,962	35 Hours
47,764	78,812	40 Hours



## SCHEDULE A

### JOB GROUP 17

07494	Coordinator, Special Child Health Service Program
02796	Principal Engineer - Civil
02915	Public Health Nurse Supervisor
05137	Supervising Planner
04041	Supervisor Nurses

#### **Effective JANUARY 1, 2002**

Minimum	Maximum	Hours
\$23.028	\$37.752	Hourly
42,070	68,973	35 Hours
48,081	78,827	40 Hours

#### **Effective JANUARY 1, 2003**

Minimum	Maximum	Hours
\$23.489	\$38.507	Hourly
42,911	70,352	35 Hours
49,043	80,404	40 Hours

#### **Effective JANUARY 1, 2004**

Minimum	Maximum	Hours
\$23.959	\$39.277	Hourly
43,769	71,759	35 Hours
50,024	82,012	40 Hours

## SCHEDULE A

### JOB GROUP 18

07378 Chief Librarian

#### Effective JANUARY 1, 2002

Minimum	Maximum	Hours
\$24.149	\$39.581	Hourly
44,120	72,315	35 Hours
50,423	82,647	40 Hours

#### Effective JANUARY 1, 2003

Minimum	Maximum	Hours
\$24.632	\$40.373	Hourly
45,002	73,761	35 Hours
51,431	84,300	40 Hours

#### Effective JANUARY 1, 2004

Minimum	Maximum	Hours
\$25.125	\$41.180	Hourly
45,902	75,236	35 Hours
52,460	85,986	40 Hours

### JOB GROUP 19

00212 Administrative Supervisor of Nurses  
04671 Supervising Engineer - Highway & Bridges

#### Effective JANUARY 1, 2002

Minimum	Maximum	Hours
\$25.308	\$42.932	Hourly
46,238	78,437	35 Hours
52,843	89,442	40 Hours

## SCHEDULE A

Job Group 19 (continued)  
Effective **JANUARY 1, 2003**

Minimum	Maximum	Hours
\$25.814	\$43.791	Hourly
47,163	80,006	35 Hours
53,900	91,231	40 Hours

Effective **JANUARY 1, 2004**

Minimum	Maximum	Hours
\$26.330	\$44.667	Hourly
48,106	81,606	35 Hours
54,978	93,056	40 Hours

## JOB GROUP 20

07782 Chief Engineer

Effective **JANUARY 1, 2002**

Minimum	Maximum	Hours
\$55,374	\$93,944	40 Hours

Effective **JANUARY 1, 2003**

Minimum	Maximum	Hours
\$56,481	\$95,823	40 Hours

Effective **JANUARY 1, 2004**

Minimum	Maximum	Hours
\$57,511	\$97,739	40 Hours