

# **AGREEMENT**

**Between**



**BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF WARREN**

**and**

**COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO  
(WARREN COUNTY PUBLIC HEALTH NURSES)**

**JANUARY 1, 2006 THROUGH DECEMBER 31, 2008**  
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## **PREAMBLE**

This Agreement effective this 1st day of January, 2006, by and between Warren County (hereinafter referred to as the Employer), and the Communications Workers of America, AFL-CIO (hereinafter referred to as the Union), on behalf of all Warren County Public Health Nurses whom it represents in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968 and Amendments thereto.

## **ARTICLE 1 - RECOGNITION AND SCOPE**

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

B. All Nurses (including LPN's and Senior Public Health Nurses) and Assistant Supervisors employed by Warren County in Public Health Nursing but excluding all other employees.

C. Unless otherwise indicated, the terms "employee" and "employees" when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating unit.

D. New titles may be established by the Employer and added to the bargaining unit. The Union will be notified of the initial salary at the time the new titles are established. The job descriptions of such titles shall not be negotiable and shall be the exclusive prerogative of the Employer to determine as well as the unit placement and initial salary. The Union may negotiate (but not grieve) the unit placement and initial salary. However, failure of the Employer and the Union to agree on such placement and salary shall not delay the filling of the position and the payment of the employee(s) serving therein.

#### **ARTICLE 2 - MANAGEMENT**

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

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

#### **ARTICLE 3 - DEFINITIONS**

A. All references to employees in this Agreement designate both sexes, and whenever

the male gender is used, it shall be construed to include male and female employees.

B. The term "holiday" means any day so designated under the Article covering holidays herein.

#### **ARTICLE 4 - NON-DISCRIMINATION**

The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, statutorily recognized disability or union membership or non-membership.

#### **ARTICLE 5 - PRIOR BENEFITS AND PRACTICES**

Any and all existing benefits, including those benefits which are set forth as policies, practices and general working conditions which are substantially uniform in their application to employees in the unit, in the same or similar titles or jobs or locations, which are in effect upon the signing of this Agreement shall remain in effect except to the extent that they are modified by this Agreement herein. The foregoing reference to existing benefits refers only to those benefits dealing with mandatory subjects of negotiations and rising to the level of a binding past practice as the latter phrase has been interpreted by the Public Employment Relations Commission and the reviewing judiciary.

#### **ARTICLE 6 - UNION REPRESENTATIVES**

A. The Union shall have the right to designate such members of the Union as it deems reasonably necessary as Union representatives.

B. The Union shall furnish to the Employer a complete list of Union representatives within fifteen (15) days of the signing of this Agreement.

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

## **ARTICLE 7 - VISITATION OF PREMISES**

Authorized representatives of the Union may enter the premises of the Employer during working hours provided a request has been made to the appropriate Employer representative and approval has been received from such representative. Such approval will not be unreasonably denied. The purpose of such visitation by a Union representative shall be limited to the conduct of normal duties relating to the administration of this Agreement. However, such visits shall not interfere with the work being performed or the proper service to the public.

## **ARTICLE 8 - ADMINISTRATION OF AGREEMENT**

A. A Committee consisting of the Employer and Union Representatives may meet for the purposes of reviewing the Administration of this Agreement and to discuss problems which may arise therefrom. For the purpose of this Agreement, these meetings are not intended to bypass the grievance procedure nor to be considered collective negotiation meetings but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

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

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

## **ARTICLE 9 - HOURS OF WORK**

The normal hours of work shall be forty (40) hours per week, eight (8) hours per day exclusive of a one-half (1/2) hour unpaid lunch period. Normal starting time shall be 8:00 a.m., normal quitting time shall be 4:30 p.m. These times may be varied for individual employees upon a case by case basis with the prior approval of the Director of Division of Personal Health Services, provided the needs of the service are met. This varying of starting and/or quitting times called "flex- time" will apply to weekends and holidays as well as Monday through Friday provided the prior approval required is obtained in each case. Work hours shall remain in full

force and effect for the duration of this Agreement. Either party reserves the right to request a change in normal working hours, but no change shall be made unless mutually agreed to.

#### **ARTICLE 10 - OVERTIME**

A. All employees in full-time positions and classified services shall be paid time and one-half (1 ½) time prorated on their current salary for such time as they are requested to work in excess of their normal work week. It shall be the policy of the Employer that no overtime shall be allowed for work which could be accomplished during the normal working hours; therefore, accompanying the vouchers submitted for overtime pay must be a statement submitted by the employee's department head certifying to the necessity and reason for overtime. Notwithstanding the parties' understanding that the employees are exempt under the Fair Labor Standards Act, compensatory time will be allowed in lieu of overtime pay, it being understood that unused earned compensatory time shall be forfeited when an employee's employment in this bargaining unit is terminated for any reason.

Under Fair Labor Standards Act (FLSA) regulations, the employer may arrange, through mutual agreement with the employee, the provision for compensatory time to a cumulative hourly limit not to exceed 160 clock hours (regular work hours). When compensatory time transcends the limit established by the demands of work, the employee shall be entitled to overtime pay at one and one-half times the regular rate earned by the employee at the time the employee receives such compensation. Under such an agreement, the employee may or may not exchange compensatory time for cash payment if compensatory time accumulated falls within the mutually agreed upon cumulative hourly limit. The option to exchange compensatory time for cash within the established limit shall be the prerogative of management upon review of the circumstances surrounding said request

It shall be the responsibility of the Department Head to meet with the employee at the beginning of the third quarter of the calendar year to mutually schedule accrued compensatory time usage prior to the end of that year. Should the pressures of work prevent the scheduling of

such compensatory time use prior to December 31<sup>st</sup>, the Employer shall certify payment in cash for the employee for any and all unused accrued compensatory time. This provision shall be included in the compensatory time agreement mutually created by both parties as noted above.

C. Employees working on legally declared holidays shall be paid time and one-half ( 1 ½ ); also they shall accumulate their holiday hours worked and when they equal one full working day, they shall be entitled to receive one day off.

D. All employees may be required to work a reasonable amount of overtime.

#### **ARTICLE 11 - ON CALL COMPENSATION**

It is understood and agreed by the parties hereto, that on call hours are those hours required by law that extend beyond the normal workday or workweek whereby an employee is on call to perform essential duties. Employees who are required to be on call shall be reimbursed at a rate of \$2.75 per hour for weekday hours and at a rate of \$3.25 per hour for weekend hours. The weekend rate shall also be in effect for the 24 hours of a legally declared holiday as defined in this Agreement. The foregoing references to hours of eligibility are defined as:

Weekday: Monday thru Thursday, 4:30 p.m. to 8:00 a.m. daily

Weekend: 4:30 p.m. Friday thru 8:00 a.m. Monday

Holiday: 4:30 p.m. the day before a holiday to 8:00 a.m. the day after a holiday

#### **ARTICLE 12 - WAGES AND COMPENSATION**

##### Salary Tables

##### GNPH & PHN

<u>Step</u>	<b>4.25%</b>	<b>4.25%</b>	<b>4.25%</b>
<b>ATB</b>	<b>ATB</b>	<b>ATB</b>	<b>ATB</b>
<b>2006</b>	<b>2007</b>	<b>2008</b>	



1	48,711	50,781	52,939
2	50,925	53,089	55,345
3	53,139	55,397	57,751
4	55,354	57,707	60,160
5	57,568	60,015	62,566
6	59,782	62,323	64,972
7	61,996	64,631	67,378
8	64,211	66,940	69,785
9	66,425	69,248	72,191
10	68,639	71,556	74,597

ASN & SPHN

<u>Step</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
1	65,077	67,843	70,726
2	67,581	70,453	73,447
3	70,085	73,064	76,169
4	72,588	75,673	78,889
5	75,092	78,283	81,610
6	77,595	80,893	84,331

A. The salary tables established herein shall be effective for 2006 through 2008. At the time of execution of this contract, the title LPN is not actively utilized therefore, should the County re-establish LPN as a position, the 2003 salary rate for that title shall be utilized as the baseline rate for negotiated salary adjustments for interim years which adjustments shall be subject to agreement between the parties prior to the employer seeking to fill an LPN position.

B. It is expressly understood that, with regard to bargaining unit positions filled by hiring new employees during the term of this Agreement, the Employer retains and reserves unto

itself the right to hire such employees above the minimum of the applicable salary grade, but not higher than Step 2 of the salary guide if deemed necessary by the Employer. In no case shall the salary granted to a new employee exceed that of an incumbent in the same title.

### **ARTICLE 13 - PAYROLL DEDUCTIONS FOR UNION DUES**

#### **A. For Union Dues:**

1. Upon request, the Employer agrees to deduct from the salaries of those of its employees who authorize it, membership dues from the Union. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law, and monies collected, together with a listing of the employees, shall be transmitted to the treasurer of the Union by the first of each month following collection.

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

3. The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Director of the Division of Personal Health Services or her designee. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Union.

#### **B. For Disability Insurance Premiums**

1. The Union has a disability insurance plan for its members, which certain employees covered under this Agreement are participating in on a regular basis. It is hereby agreed that the Union will allow all employees covered under this Agreement to participate in said disability insurance plan if they so desire and the Employer shall permit payroll deductions

for disability insurance premiums in accordance with law.

2. The procedure for implementing payroll deductions for disability insurance premiums shall be as follows:

a. Upon request, the Employer shall deduct from the salary of those of its employees who authorize it, disability insurance premiums. Authorization must be in writing and comply with the pertinent provisions of the statutes of New Jersey. Deductions shall be made in compliance with law each pay period and the monies collected, together with records of any collections shall be transmitted to the treasurer of the Union or his designee by the first of each month following collection.

b. If during the life of this Agreement, there shall be any change in the rate of disability insurance premiums to be deducted, the Union shall furnish to the Employer written notice of said change prior to the effective date thereof and shall furnish to the Employer a written certification from the appropriate representatives of said insurance company indicating the premium changes and the effective date of said changes.

c. The Union shall provide the necessary disability insurance deduction forms and will secure the signatures of employees on the forms and deliver the same to the Director of the Division of Personal Health Services or his designee. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization forms submitted by the Union.

#### **ARTICLE 14 - MEDICAL BENEFITS**

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

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

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

Such payment shall continue until the death of the employee.

- The employee healthcare benefits are as follows:

**PPO Plan**

<b>Benefit</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Deductible	None	\$200/\$400
Coinsurance	100%	80%
Out-of-Pocket Maximum	\$300/\$600	<25K \$400/\$1,200 & >25K \$800/\$2,400
Inpatient Hospital Copay ( <i>Room &amp; Board</i> )	100%	80% after the deductible
Outpatient Services	100%	80% after the deductible
Surgical Charges ( <i>includes assistant surgeon and anesthesia</i> )	100%	80% after the deductible
Office Visit	\$10 copay	80% after the deductible
Specialists	\$10 copay	80% after the deductible
Lab & X-ray	100%	80% after the deductible
Durable Medical Equip.	100%	80% after the deductible
<b>Emergency Room</b> (waived if admitted)		
True Emergency	\$10 copay	\$10 copay
Non-Emergency	\$50 copay	\$50 copay

Skilled Nursing Facility ( <i>120 days total confinement</i> )	100%	80% after the deductible
<b>Mental/Nervous/ Sub Abuse</b> In-Patient ( <i>30 days</i> )	100%	80% after the deductible
Out-Patient ( <i>20 visits</i> )	\$10 copay	80% after the deductible
Non-Notification Deductible ( <i>Applicable only if Care Coordination is not notified as required. It does not count towards the Out-of-Pocket Max.</i> )	<25K \$300 & >25K \$500	

**Bi-Weekly Employee Contributions**

	<b><u>\$19 - \$35K</u></b>	<b><u>\$35 - \$60K</u></b>	<b><u>\$60 - \$85K</u></b>	<b><u>\$85 +</u></b>
Single	\$5.00	\$11.00	\$17.00	\$23.00
Parent/Child	\$7.00	\$15.00	\$23.00	\$32.00
H/W	\$10.00	\$19.00	\$28.00	\$37.00
Family	\$12.00	\$24.00	\$ 35.00	\$47.00
Parent/Children	\$12.00	\$24.00	\$35.00	\$47.00

**Prescription Benefit:**

The County will provide a prescription plan for all full-time employees covered under this agreement to include the following: Employees will be required to pay a six dollar (\$6.00) co-pay for generic drugs; a twelve dollar (\$12.00) co-pay for brand name (formulary) drugs and an eighteen dollar (\$18.00) copay for any non- formulary drugs. Mail order prescription purchases shall include a ninety-day supply at a six dollar (\$6.00) co-pay for generic drugs; a

twelve dollar (\$12.00) co-pay for brand name (formulary) drugs and an eighteen dollar (\$18.00) copay for any non- formulary drugs.

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

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

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

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

F. The employer shall provide a base dental plan which shall cover the plan minimum for preventative and diagnostic services. An employee may choose to upgrade base coverage by

paying the established contribution as indicated in the County's dental plan.

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

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

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

#### **ARTICLE 15 - PROMOTION**

A. Promotion means the advancement of an employee to a job classification at a higher salary range.

B. Upon promotion of a permanent employee, all sick leave and vacation balances shall be transferred with the employee.

C. Upon promotion, an employee shall be informed of his new rate of pay one week in advance of the effective date, if possible.

D. Upon promotion, an employee shall receive no less than 5%, then an adjustment to the nearest higher step, calculated and determined upon the salary range in effect before the promotion.

E. The promotion shall be made in accordance with the rules of the New Jersey Department of Personnel (N.J.D.O.P.) and shall be consistent with the principles of seniority

being a factor and shall be available to eligible employees who have served in such eligible employment for the proper period of time.

## **ARTICLE 16 - HOLIDAYS**

A. The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

New Year's Day  
Martin Luther King's Birthday (3rd Monday in January)  
Lincoln's Birthday  
Washington's Birthday (3rd Monday in February)  
Good Friday  
Memorial Day (Last Monday in May)  
Independence Day  
Labor Day  
Columbus Day (2nd Monday in October)  
Election Day  
Veteran's Day  
Thanksgiving Day and the Friday succeeding the same  
Christmas Day

B. Employees working on legally declared holidays shall be paid time and one-half (1½). They shall accumulate their holiday working hours worked and when they equal one (1) full working day, they shall be entitled to receive one (1) compensatory day off.

C. In the event any of the above statutory holidays falls on a Saturday, they shall be celebrated on the prior Friday.

D. In the event any of the above statutory holidays falls on a Sunday, they shall be



celebrated on the following Monday.

E. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence. A leave of absence without pay shall not be considered an excused absence.

#### **ARTICLE 17 - SPECIAL TIME OFF**

A. Any employee who is a duly authorized representative of the Union shall be granted leave of absence with pay for a negotiating unit aggregate period not to exceed ten (10) days in any calendar year for the purpose of traveling to and from and attending any state or national convention of said organization.

B. All requests for leave will be made in writing at least five (5) working days before the leave is to commence. If, in the opinion of the County Administrator or his designee, the employee's absence from duty on Union business will impede or unduly interfere with the conduct of normal County business, then the County Administrator or his designee may upon written notice to the employee, deny said leave. The foregoing five (5) working days notice can be waived at the discretion of the County Administrator or his designee if the County Administrator or his designee determines that the work can be done.

#### **ARTICLE 18 - VACATIONS**

A. All permanent and provisional full-time employees covered by this Agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein, the scheduling of which is subject to approval by the department head or his designee.

1. One (1) working day of vacation for each month of employment during the first calendar year of employment.

2. Twelve (12) working days of vacation from one (1) through five (5) years of service.

3. Fifteen (15) working days of vacation from six (6) through twelve (12) years of service.

4. Twenty (20) working days of vacation from thirteen (13) through twenty (20) years of service.

5. Twenty-five (25) working days of vacation from twenty-one (21) through twenty-five (25) years of service.

6. Twenty-six (26) working days of vacation from twenty-six (26) through thirty (30) years of service.

7. Twenty-seven (27) working days of vacation from thirty-one (31) through thirty-five (35) years of service.

8. Twenty-eight (28) working days of vacation after the thirty-fifth (35th) year of service.

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

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

D. When a vacation allowance for an employee changes based on his years of service

during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

E. Employees shall submit a request for vacation time of five (5) consecutive work days or more with first and second choices and such request shall be in writing in advance of the requested time off in accordance with the policy of the Warren County Division of Personal Health Services. The first choice for the first two (2) weeks requested shall be scheduled where practicable on the basis of seniority. Vacations of less than five (5) consecutive work days may be scheduled by mutual agreement between the employee and his supervisor or department head. However, the scheduling of all vacations is subject to the approval of the department head or his designee.

F. If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate or legal representative.

G. Employees shall not be credited with vacation time if they are on an approved leave of absence without pay for periods in multiples of one (1) month or major part thereof.

## **ARTICLE 19 - LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Sick leave shall accumulate at the rate of one day per month in the first year of service, commencing in the first month or major portion thereof, from the date of hire. Beginning with the second calendar year of employment, in anticipation of continued employment, employees shall be credited with fifteen (15) sick days as of January 1 of the calendar year. If separation from employment occurs before the end of said year and the

employee has used more sick leave than appropriate on a prorata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave in excess of the number to which he was entitled.

2. Unused sick leave shall accumulate from year to year without limit.
3. Paid sick days shall not accrue during a leave of absence without pay or suspension.
4. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness or illness in immediate family, accident or exposure to contagious disease.
5. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual reporting time or other time required or necessitated by the circumstances.
6. If an employee is absent for five (5) consecutive work days, a doctor's certificate shall be required upon returning to work.
7. For sick leave totaling more than fifteen (15) days in a calendar year, a doctor's certificate shall be required upon returning to work. Sick leave taken with a doctor's certificate is not included within the fifteen (15) days aforementioned.
8. Sick leave shall be approved for any employee for emergency attendance upon a member of his immediate family (father, mother, spouse, child, foster child, sister, brother, stepfather, stepmother, father-in-law, mother-in-law, stepchild and grandparent) or other near relatives residing in the employee's household critically ill and requiring the presence of such employee.
9. If all bereavement leave set forth below in Paragraph D has been exhausted, then up to two (2) weeks sick leave may be approved because of death in the immediate family, as that term is defined in Section 8 above.
10. The employer may at its discretion at any time require the employee seeking sick leave to submit acceptable medical evidence on the County-approved form.

11. An employee who requests sick leave which is not approved by the appointing authority will suffer loss of pay for such time and may be disciplined. However, an employee who has exhausted all of his sick time may request that an absence due to illness be charged against unused vacation time. Such employee may be required to submit appropriate medical evidence to substantiate the illness necessitating the use of vacation.

12. An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave in Civil Service Rule 4A:6-1.3, shall notify his immediate supervisor, or some other person in his particular employment unit, by telephone or personal message by 8:00 a.m. or other beginning hour of work for his position.

13. Unused Sick Leave - Retirement. A permanent employee who enters retirement (other than deferred retirement) from the Employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement provided, however, that no such supplemental compensation shall exceed \$15,000. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on quarterly dates; January 1, April 1, July 1 and October 1 with payments beginning on the quarterly date next following the date of retirement. The foregoing reference to the option of the employee is predicated upon the employee notifying the County of his intention to retire by no later than October 1 of the calendar year prior to the calendar year in which retirement shall be effected. If such notification occurs after October 1 the aforesaid payment option shall be at the County's discretion.

B. Maternity Leave

A pregnant employee shall notify the Employer of her pregnancy as soon as it is

medically confirmed but no later than the end of the third month of pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be entitled to the use of earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional sick leave beyond the one (1) month shall be granted upon presentation of doctor's certificates setting forth the necessity therefor. Additional time off associated with maternity, other than the medically related sick leave mentioned above, may be requested as leave without pay, provided that in no event shall such leave extend beyond one (1) year's duration. Such leave without pay requests are subject to the provisions of Paragraph G below, with the following exception: the employee may request a leave without pay without having first exhausted accumulated sick leave.

C. Personal Leave

1. Employees covered by this Agreement shall be entitled to three (3) days of personal leave of absence with pay in each calendar year. Personal leave must be requested not less than three (3) days in advance except in case of an emergency and is subject to approval of the employee's supervisor. The request may be granted provided there is no interference with the proper conduct of the government function involved.

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

3. Newly hired employees shall receive prorated personal leave in half-day increments in their first calendar year of employment. Beginning with the second calendar year of employment, in anticipation of continued employment, employees shall be credited with three (3) days of personal leave as of January 1 of the calendar year.

4. Such personal leave credit shall not accumulate. Unused balance in any year shall

be canceled at the end of the calendar year.

D. Bereavement Leave

1. The Employer shall provide bereavement leave with pay not to exceed five (5) working days total per calendar year. A Maximum of three (3) three bereavement days may be utilized in case of the death of a first degree relative as defined below. The remaining two (2) bereavement leave days can be utilized in the case of the death of either a first degree relative or second degree relative as defined below. With regard to second degree relatives, employees shall be limited to one (1) bereavement leave day per occurrence.

2. First degree relatives shall be defined as follows: an employee's spouse, children, foster children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren, grandparents, step-children, step-mother, step-father, son-in-law, daughter-in-law, grandparents-in-law or other person sharing the same living quarters. Additional days may be approved by the department head in advance and charged against Personal Leave.

3. Second degree relatives shall be defined as follows: an employee's uncle, aunt, niece, nephew, cousin, sister-in-law, or brother-in-law.

4. As soon as possible an employee shall notify the department head of a death in his family, and of his need for leave. Notification must be given as in the case of Sick Leave. Proof of death may be required by the Employer.

E. Jury Duty

1. Should any employee be obligated to serve as a juror, he shall receive full pay from the Employer for all time spent on jury duty less any remuneration received from the court for such service.

2. Employees must obtain a certificate from the Jury Management office certifying the number of days employees served on jury duty and submit the certificate to the Freeholder's office.

3. In the event an employee is excused from jury duty prior to one-half (1/2) the

employee's workday having been concluded, such employee shall promptly report to work for the balance of the workday.

F. Leaves

1. During any leave of absence with pay, the employee's medical benefits shall be continued and leave allowances shall continue to accrue for any employee affected.

2. During any leave of absence without pay, the employee's medical benefits shall be continued provided the cost thereof is paid by the employee to the County. Leave allowance shall not accrue during the leaves of absence without pay.

G. Leaves Without Pay

The grant or denial of a request for leave without pay is discretionary with the County. The request must be made in advance and must be recommended by the employee's department head, with the appointing authority retaining the ultimate decision-making power. A leave without pay request based upon non-job-related medical reasons where a physician has indicated that the employee cannot work will require the employee to first exhaust accumulated sick leave. If the leave without pay request is denied, the employee is expected to report for work and the employee's absence under such circumstances will be considered "Absence Without Leave" (AWOL) which will give the County cause for discipline in accordance with the N.J.D.O.P. procedures.

**ARTICLE 20 - WORKER'S COMPENSATION**

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

B. When an employee is absent on a work related injury or illness, the employee shall retain his or her Worker's Compensation disability checks and receive an addition thereto a salary differential from which normal deductions shall be taken. The salary differential shall be paid during the period that the temporary disability benefits are received and all adjustments shall be made after the employee returns to work in the event of an overpayment/underpayment.



In this fashion, the employee shall be able to receive the Worker's Compensation check and salary differential such that the full salary shall be paid during this period, but to comply with the IRS and Division of Pension regulations, the normal withholding shall be taken only on the salary difference.

C. Sick leave injury will not be charged to the employee's sick leave. Worker's Compensation and workplace accident reports must be filed with the designated County Worker's Compensation Official no later than the second work day after injury occurred. The department head should also be notified immediately following a workplace accident or after hours accident when on County business.

D. The insurance carrier will issue the Worker's Compensation checks to the County for disbursement to the employee. The County will insure the timely disbursement of these checks upon receipt. The employer will issue to the employee, the portion representing the difference between the compensation payment and the employee's full salary.

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

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

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

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

## **ARTICLE 21 - BREAKS**

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

## **ARTICLE 22 - STORMS AND EMERGENCIES**

### **A. Non-Essential Employees**

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

### **B. Essential Employees**

1. Essential employees are those nurses working for the Division of Personal Health Services who are required on a storm day or emergency to perform essential duties.

2. Essential employees shall be paid double time for each hour worked by them during a storm or other emergency when the storm day or emergency is officially declared by the Employer and non-essential employees are officially excused from work or from reporting to work. The double time shall only be earned during the period when non-essential employees are excused from work or from reporting to work due to the storm or emergency condition. This section only applies to countywide circumstances.

### **C. Non-Essential and Essential Employees**

In the event an employee cannot report to work because of storm conditions, and he is not excused by the Employer, the time lost from work will be charged against his accrued compensatory time or accumulated vacation time. In the event that no such time is available, the time lost from work will be charged as time off without pay. If an employee is unable to report to work the employee must report his absence no later than the start of the normal workday or other time as required or necessitated by the circumstances.

D. Definition of “Officially”

The word “officially” as used in this Article shall only mean action by either the County Administrator or the Board of Chosen Freeholders.

**ARTICLE 23 - GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate Employer representative, and having the grievance adjusted without the intervention of the Union.

B. Definition

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

C. Matters Outside the Scope of Grievance Procedure

1. When a grievance involves an alleged violation of rights specified in Civil Service Laws and Rules for which there are specific appeals to N.J.D.O.P., the employee shall present his complaint to N.J.D.O.P. directly.

2. This grievance procedure shall not serve as an avenue of appeal for matters which must by law or Civil Service Rules be decided by N.J.D.O.P through its exclusive appeal procedure which shall include, but not be limited to, the following unless same are changed by

law:

- a. Removal
  - b. Suspension of more than five (5) days at one time
  - c. Demotion indicating a lowering in rank, rate or change
  - d. Layoffs
  - e. Letter removal at end or during working test period
  - f. Classified reviews
  - g. Removal of name from eligible list
  - h. An examination review
3. The matters which are beyond the scope of this grievance procedure include:
- a. Matters which the Union raised or could have raised during the negotiations that led to this Agreement.
  - b. Matters reserved to the Employer's discretion by this Agreement.
  - c. Disputes concerning terms and conditions of employment governed by statute or state or federal administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law.

D. Steps of the Grievance Procedure

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

Step One:

The grievant shall institute action under the provisions hereof in writing, signed and delivered to the Director of the Division of Personal Health Services within thirty (30) calendar days of the occurrence being grieved. The grievant may be represented by an employee who is the Shop steward or Local Union Officer. For a written grievance to be timely in effect and effective it shall state clearly what the grievance is, identify the contract violation and state what

settlement is requested to resolve the grievance. The Director or his designee shall render his decision in writing to the grievant within fifteen (15) days after receipt of the grievance with a copy to the Shop Steward.

Step Two:

Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within ten (10) calendar days, submit to the County Administrator (hereinafter referred to as the Administrator) or his designee a statement in writing and signed as to the issues in dispute. The Administrator or his designee shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request a meeting with the Administrator or his designee. The Administrator or his designee will render his decision within fifteen (15) calendar days after the meeting at which the matter has been reviewed. The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

Step Three:

1. Any unresolved grievance (as defined in Section B) except matters involving appointment, promotion or assignment, or matters within the exclusive province of the N.J.D.O.P. , or matters governed predominantly by Federal or State statute or regulation, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within twenty (20) calendar days after the receipt of the Administrator's decision.

2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the N.J.D.O.P.. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

3. Arbitration shall not be permitted for those matters for which an employee has the right of appeal through a statutory appeal mechanism (e.g. Civil Service major discipline, civil

rights complaints, etc.).

4. If the grievance is not settled through steps 1 or 2, either party shall have the right to submit the dispute to arbitration within twenty (20) calendar days pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the County and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. Arbitration Procedure

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The arbitrator's decision shall be in writing, with reasons.

4. The Union and the County shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.

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

in the grievance procedure.

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

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

#### **ARTICLE 24 - STRIKES**

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

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

C. Nothing stated elsewhere in this Article shall alter the parties' right to seek judicial relief in law or in equity.

#### **ARTICLE 25 - PART-TIME EMPLOYEES**

All part-time employees shall receive prorated wages, sick leave and vacation leave, the foregoing representing the only benefits to which these employees are entitled on a prorata basis.

#### **ARTICLE 26 - LIABILITY CLAIMS AND INDEMNIFICATION**

All employees covered by this Agreement shall be entitled to defense and

indemnification by the Employer against liability claims or judgments arising out of the good faith performance of their official governmental duties, provided the employee as determined by the insurance carrier, has acted within the scope of those duties and not in a negligent manner.

#### **ARTICLE 27 - TRANSPORTATION ALLOWANCE**

A. Should personal vehicle use be approved, mileage reimbursement shall be calculated in accordance with IRS mileage rates of reimbursement as posted in the annual Internal Revenue Service Bulletin, which shall take effect on January 1 of the calendar year following the establishment of said rate. Other expenses such as tolls, parking, public transportation, etc. will also be permitted for reimbursement.

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

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

#### **ARTICLE 28 - EMPLOYEE EXPENSES**

When the Employer requires that employees use special equipment, such as rain and safety equipment, these shall be provided and maintained by the Employer at no expense to the employee, in accordance with present practice.

#### **ARTICLE 29 - EMPLOYER AUTOMOBILE INSURANCE**

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

B. The Employer shall also provide for insurance to provide for an umbrella policy over and above coverage of an individual employee's private automobile liability insurance coverage



to cover those situations in which an individual is authorized to use his own vehicle for any business of the Employer.

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

**ARTICLE 30 - SAFETY**

A. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Employer will set up the necessary job safety and health programs for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.

B. The Parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Each employee will make every reasonable effort to comply with all safety rules and regulations.

C. Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

D. Employees shall not be required to work under conditions of work which are unsafe or unhealthful, which determination shall be made by representatives of PEOSHA or OSHA. 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 which the employee is qualified to perform.

### **ARTICLE 31 - LONGEVITY**

Effective with the calendar year 2004, the longevity payment schedule shall be:

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

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

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

### **ARTICLE 32 - RULES OF THE EMPLOYER**

The parties agree that the Employer has the right to make reasonable rules and regulations. All rules and regulations promulgated by the Employer for the proper and efficient operation of the public service shall be duly and conspicuously posted and dated.

### **ARTICLE 33 - UNIFORM ALLOWANCE**

Each employee shall be entitled to an annual uniform allowance not to exceed \$325.00. Claims for reimbursement shall be made only upon approved voucher forms with itemized receipts. Employees must purchase items of the standard uniform, which purchases must be approved in advance by the Director or Division of Personal Health Services, in order for reimbursement to be allowed. Unused uniform allowance shall not accumulate and be carried into a subsequent calendar year. Unused allowances or portions thereof shall be canceled at the end of each calendar year. As a result of this allowance, employees are expected to report for work in proper uniform and failure to do so shall lead to appropriate discipline.

## **ARTICLE 34 - EDUCATIONAL REIMBURSEMENT**

A. The Employer will pay reasonable tuition reimbursement in Employer approved job-related courses in accordance with the following:

1. The decision as to job-relatedness is discretionary with the Employer.
2. The employee is matriculating for an undergraduate degree (B.S. in Nursing or Public Health Nursing or a B.S. degree) or is taking courses in an approved Master's degree program, at an accredited institution, provided the employee maintains at least a "C" grade average and does not take more than twelve (12) undergraduate credits, or more than six (6) graduate credits, per calendar year.

3. Tuition reimbursement shall be up to 100% provided the above conditions are met and subject to the conditions of C, below. Each employee must sign a service agreement commitment that in the event the employee leaves his/her employment voluntarily within one (1) year following the date of last reimbursement, there shall be a penalty imposed which will result in forfeiture of the amount the employee received for reimbursement of tuition during the twelve (12) months preceding the date of last payment. Courses shall be taken outside the normal working hours and shall not interfere with the responsibilities of nursing services at the agency.

B. It is understood that employees are responsible for their travel expenses, fees and books.

C. The amount of \$8,000.00 will be appropriated by the Employer.

D. In order to ensure equitable access to the appropriated funds, reimbursement to eligible employees shall be as follows:

1. Employees who are seeking reimbursement in a given semester shall notify the Employer prior to the start of the semester. The Employer shall, within two (2) weeks inform the employee whether or not the course is a job-related course and thus eligible to be considered for tuition reimbursement.

2. Within four (4) weeks after the end of the semester, employees shall submit to the

Employer proof of the grade obtained in the course(s). This shall be done for the spring, summer and fall semesters.

3. In January or February of the following year, after the Employer has received proof of grades from all employees seeking reimbursement for the prior calendar year's courses, the Employer will add up all credits approved and completed and then divide the total number of such credits into the total appropriation described in Paragraph C. /the result of this calculation shall be the per credit reimbursement amount each employee shall receive except as follows:

- a. No employee shall be reimbursed more than their actual cost per credit; and
- b. In the event some employee(s) receive(s) less than the per credit reimbursement amount due to the provisions of sub-paragraph a above, the amount left over as a result shall be equally distributed to the other employees up to the actual per credit cost that each employee incurred; and
- c. In the event the above does not utilize the full appropriation the County shall retain the remaining amount.

#### **ARTICLE 35 - SEVERANCE PAY**

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

#### **ARTICLE 36 - SEPARABILITY AND SAVINGS**

If any provision of this Agreement shall conflict with any Federal or State law or have the effect of eliminating or making the Employer ineligible for federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

### **ARTICLE 37 - FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject for collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even through such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. The parties agree that this clause does not negate the provisions set forth in Article 5-Prior Benefits and Practices of this negotiated Agreement.

### **ARTICLE 38 – TERM OF AGREEMENT**

A. Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing January 1, 2006, and shall remain in effect and full force through December 31, 2008. Any changes in salary or other economic benefits will apply only to those employees in the employ of the County as of the date of the signing of this Agreement or who retired (within the meaning of PERS) from the County or who died or who were on layoff after January 1, 2004, and prior to the signing of this Agreement.

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

C. Copies of this Agreement when executed shall be distributed to all employees of the Employer at the sole and exclusive expense for printing and distribution of the Employer.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be signed by their duly authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_

COMMUNICATION WORKERS  
OF AMERICA AFL-CIO

WARREN COUNTY BOARD OF CHOSEN  
FREEHOLDERS

\_\_\_\_\_  
National Representative

\_\_\_\_\_  
Director

\_\_\_\_\_  
Member, Bargaining Committee

\_\_\_\_\_  
Member, Bargaining Committee

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
ATTEST: