

# **AGREEMENT**

**Between**



**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF WARREN**

**and**

**COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO LOCAL 1032  
WARREN COUNTY PUBLIC HEALTH NURSES**

**January 1, 2021 through December 31, 2023**

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## **PREAMBLE**

This Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_ 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 County Commissioners 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 Health Department, Division of 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 Civil Service Commission 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 and civil union status, race, color, religion, national origin, political affiliation, statutorily recognized disability, sexual orientation, service in the armed forces or union membership or non-membership or any other legally protected status.

### **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 Public Health Nurse Supervisor,

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. Field work may be expected of professional staff with the approval of management.

#### **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 except as stated otherwise regarding flexible time in Article 9. 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 paid in full 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. If such compensatory time cannot be scheduled or exhausted before December 31st due to the pressures of work, the employee shall be paid for the balance of unused time. Payment for same shall be made by the last annual pay period. An employee shall be allowed to carry up to 16 hours of compensatory time over to the next calendar year. Once an employee chooses to carry up to 16 hours of compensatory time into the following year, this compensatory time must be exhausted no later than March 31<sup>st</sup> of the following year. If such accumulated time cannot be scheduled due to the pressures of work, the employer shall pay said employee for the balance of all unused carryover time. 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. This provision shall be included in the compensatory time agreement mutually created by both parties as noted above.

B. 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.

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

**ARTICLE 11 - WAGES AND COMPENSATION**

Graduate Nurse Public Health (GNPH) and Public Health Nurse (PHN) employees and salary table:

**GNPH & PHN**

	<b>1% ATB</b>	<b>2% ATB</b>	<b>1.5% ATB</b>
<u>Step</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
1	61,731	62,966	63,910
2	63,584	64,855	65,828
3	65,436	66,745	67,746
4	67,288	68,634	69,663
5	69,141	70,523	71,581
6	70,993	72,413	73,499
7	72,845	74,302	75,417
8	74,698	76,192	77,334
9	76,550	78,081	79,252
10	78,402	79,970	81,170
11	80,255	81,860	83,088
12	82,107	83,749	85,005
13	83,959	85,638	86,923
14	85,812	87,528	88,841
15	87,664	89,417	90,758

Senior Public Health Nurse (SPHN) and Assistant Public Health Nurse Supervisor (APHNS) salary table:

<b><u>SPHN &amp; APHNS</u></b>			
	<b>1% ATB</b>	<b>2% ATB</b>	<b>1.5% ATB</b>
<u>Step</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
1	80,857	82,474	83,711
2	83,966	85,645	86,930
3	87,078	88,820	90,152
4	90,189	91,993	93,373
5	93,299	95,165	96,592
6	96,410	98,338	99,813

- A. The salary tables established herein shall be effective for 2021 through 2023.
1. Effective and retroactive to January 1, 2021, the salary tables shall be increased 1% across the board.
  2. Effective and retroactive to January 1, 2021, all eligible employees shall be advanced one step on their respective salary table.
  3. Effective and retroactive to January 1, 2022, the salary tables shall be increased 2% across the board.
  4. Effective and retroactive to January 1, 2022, all eligible employees shall be advanced one step on their respective salary table.
  5. Effective January 1, 2023, the salary tables shall be increased 1.5% across the board.

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 3 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 12 - PAYROLL DEDUCTIONS FOR UNION DUES**

Section 1: The employer agrees to deduct Union monthly membership dues from the pay of those employees who have authorized such deductions in writing pursuant to N.J.S.A. 52:14 15.9E. The amounts deducted shall be forwarded to the Union with a list of all names of the employees for whom the deductions are made, by the 10th day of the succeeding month after which such deductions are made, to the following address:

Treasurer

Communication Workers of America, Local No. 1032

67 Scotch Road

Ewing, New Jersey 08628

Section 2: Dues Deductions from any employee in the bargaining Union shall be limited to Communication Workers of America, the majority representative, and the employee shall be eligible to withdraw such authorization only as of July 1st of each year, provided such notice has been timely filed. The Employer shall comply with N.J.S.A. 34:13A-1, et seq., commonly known as the Workplace Democracy Enhancement Act, and all amendments thereto.

Section 3: The Union shall notify the Employer of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after the receipt of the request.

Section 4: The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Employer and/or his designee. The Union shall also provide copies of said signed forms to the proper disbursing officer of the County who shall make such dues deduction from the compensation of staff and submit same to the Union, as provided above in Section 1.

Section 5: The Union agrees to indemnify, defend, and hold harmless the Employer against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of any action taken by the Employer in reliance upon information supplied by the Union concerning the names of the employees and the amount for dues to be deducted.

## **ARTICLE 13 - MEDICAL BENEFITS**

A. All full-time employees after sixty (60) 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. Although medical benefits are paid by the

employer, employees are required to make biweekly contributions toward their healthcare benefits.

- 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 Warren County service in a New Jersey pension system, or
  2. Fifteen (15) years of full-time Warren County service and age 62, or
  3. Are separated from full-time Warren County service on a disability pension.

Such payment shall continue until the death of the employee.

- C. Employees hired after the execution date of the agreement dated May 12, 2011, will not be entitled to lifetime benefits upon retirement from their employment with the County.
- D. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for any employee retiring after June 2, 2006.
- E. Upon the death of an active employee who is entitled to medical benefits, the surviving spouse shall continue to receive medical benefits for a period of six (6) full months following the employee's untimely death. Should the surviving spouse remarry within this six (6) month period, all coverage shall cease immediately. The County of Warren shall pay the 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 becomes deceased.
- F. Medicare Part B. Premium Reimbursement for employees sixty-five (65) years or older shall be paid by the Employer until retirement.

G. Healthcare Contributions:

Effective January 1, 2012 all active employees and prospective retired employees shall be required to contribute to the cost of their medical benefits in accordance with State Law, Chapter 78, P.L. 2011, regardless of statutory sunset.

1. Employee Copays: The employee copay for office visits, short term therapies, emergency room visit, outpatient surgery, et. al., can be obtained by contacting the Warren County Personnel Department.
2. Employer agrees to hold employee contribution rates at the year 4 phase-in level for the term of this agreement, unless changes in State Law mandate otherwise.

3. If an employee changes medical plans or changes coverage type, the employee's contribution will be adjusted to reflect the change. If an employee crosses salary thresholds, their contribution will be adjusted to reflect the change.
  4. Rates and contributory costs for all plans will be available during the annual open enrollment period.
- 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 employees and the union shall be notified in writing a minimum of 30 days in advance of any such planned changes.
  - I. An employee on Leave Without Pay (LWP) must pay a monthly healthcare premium, except as otherwise provided by Family Leave legislation.
  - J. The County will provide an eyeglass plan under which employees shall be entitled once every twelve (12) months to a \$100 reimbursement which shall be designated 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. Failure to submit receipts within this timeframe will result in denial of said benefit reimbursement.
  - K. The employer shall provide a base dental plan for its active employees 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. Retirees will be covered under the County's dental plan. However, after age 65 they will be required to pay the premium if they choose to stay on the plan.

#### **ARTICLE 14 - 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 Civil Service Commission 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.

F. Upon request and prior approval, employees who are scheduled during their working hours to take open competitive examinations for the position in which the employees are provisional; or promotional examinations administered by the New Jersey Civil Service Commission will be granted time off without loss of pay to take such examinations.

G. Promotions requested by the department head and approved by the Board of County Commissioners for the forthcoming budget year will take effect after the budget is adopted and as authorized by the Board. It is further understood that a promoted employee shall not assume the duties of a promotion before receiving the commensurate compensation.

H. Written notice of all promotions shall be sent to the Union President and Vice President.

#### **ARTICLE 15 - 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 16 - SPECIAL TIME OFF**

A. Any employees who are duly authorized representatives of the Union and who are directly employed by PHNA shall be granted leave of absence with pay for a negotiating unit aggregate period not to exceed fifteen (15) days in any calendar year for union business.

B. All requests for leave will be made to the employee's department head in writing at least ten (10) working days before the leave is to commence. The department head will then forward said request for leave, with a recommendation, to the County Administrator or his designee and, 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 ten (10) 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 17 - 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 Health Department, Division of Public Health Nursing. 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 18 - 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, civil union partner, 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 N.J.A.C. 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. Effective January 1, 2022, eligible full-time employees shall be permitted to annually use no more than 24 hours of earned sick leave in two (2) hour increments under the terms, conditions, notification requirements and acceptable uses of sick leave specified within Article 18. Any earned sick leave not used in two (2) hour increments in accordance with this section shall remain part of the employee's leave balance and available for use and accumulation as per this Article, however an employee shall not be permitted to use more than 24 hours in two hour increments in any one year.



14. 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. The employee shall have the option of transferring the supplemental compensation in part or in its entirety, to their deferred compensation account.

B. Maternity Leave

With regard to maternity or paternity leave, the parties agree to abide by the provisions of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (FLA). 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 as promulgated in the County's Family Leave Policy.

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 five (5) bereavement days may be utilized in case of the death of a first degree relative as defined below. Any remaining balance of unused 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, civil union partner, 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 or persons sharing the same residency, living quarters, or dwelling, provided that proof of cohabitation is provided.

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.

5. Any leave taken as bereavement under the terms of this article shall be used within thirty (30) days of the date of death of the employee's family member. Requests beyond thirty (30) days may be granted in the sole discretion of management provided such requests are substantiated by documentation.

6. Effective January 1, 2022, part-time employees shall be eligible for one day of bereavement leave under the terms, conditions, notification requirements and acceptable uses of bereavement leave specified in Article 18.

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 except as otherwise provided by law. 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 Civil Service Commission procedures.

**ARTICLE 19 - WORKER'S COMPENSATION**

1. The Employer agrees to purchase and maintain in force sick leave injury insurance to

cover all employees for work loss due to injuries received on the job.

2. When an employee is absent from work as a result of a work related injury, Sick Leave Injury (SLI) will not be charged to the employee's sick leave. The employer shall supplement the employee's workers comp disability payment by covering only the injured employee's regular pension, life insurance, healthcare contributions, and plan 1 dental contribution.

Worker's Compensation and insurance accident reports must be filed with the Employer's Office in accordance with current county policy. Future changes can be made unilaterally only if required by the County's insurance carrier.

3. The insurance carrier will issue the Worker's Compensation checks to the County for disbursement. The County will ensure the timely disbursement of these checks upon receipt.

4. 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.

5. If the sick leave injury leave is not approved by the Employer and/or sick leave insurance carrier after examining all evidence submitted by the employee, including witnesses, if requested and all evidence required to substantiate the claim including the opinion of the examining physician then the time involved during which the employee was absent shall be charged to his sick leave credit, if any, and/or his vacation credit, if any; otherwise the employee shall suffer loss of pay for such time loss.

6. 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.

7. 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.

8. It shall be the policy of the County that any employee absence qualifying under worker's compensation be considered as, and run concurrent to, an absence covered under the Federal Family Leave Act. In other words, a worker compensation injury will, going forward from the signing of this agreement, simultaneously qualify as an absence under the County's Federal Family Leave policy.

## **ARTICLE 20 - 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 21 - STORMS AND EMERGENCIES**

A **STORM DAY OR EMERGENCY** requiring the closure of County offices shall mean only an official declaration of same made by the Board of County Commissioners or the County Administrator and shall not include those declared by the State of New Jersey or those promulgated by the Warren County Department of Public Safety, Office of Emergency Management. For purposes of this Agreement, a **STORM DAY OR EMERGENCY** declared by the Board of County Commissioners or County Administrator shall be memorialized by memorandum to be filed with and retained by the Finance Department, Payroll and shall include starting and ending dates and times of the closure of County offices.

### Nonessential Employees

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

### Essential Employees

Essential employees shall be paid double time for each hour worked by them during a **STORM DAY OR EMERGENCY** when officially declared by the Board of County Commissioners or County Administrator. The double time shall be earned for all hours worked during the entire period of an officially declared **STORM DAY OR EMERGENCY**.

In the event an essential employee cannot report for work because of storm conditions or emergency conditions, the time lost from work will be charged against accumulated vacation or personal leave time. In the event that no such leave time is available, the time lost from work will be charged as time off without pay. If an essential employee is unable to report to work, the employee must report these absence no less than one and one-half (1½) hours before the starting time of their shift or the start of their normal workday.

Determinations as to which employees are essential and which are non-essential may vary given the circumstances of each event leading to the issuance of an official declaration of a **STORM DAY OR EMERGENCY**. Department/Division Heads are given authority to determine classification of essential and non-essential employees. At minimum, essential

employees shall always include those necessary to maintain statutory or code-mandated minimum staffing levels at Warren County's 24 hour institutions/operations.

Non-Essential and Essential Employees with Previously Approved Leave of Absence

During any officially declared **STORM DAY OR EMERGENCY**, employees absent from work for a previously approved leave of absence, paid or unpaid, shall remain in such status. These may include vacation leave, personal leave, sick leave, workers compensation leave, FMLA/FLA leave, disciplinary leave. In the event that an essential employee with a previously approved leave of absence is available to report for work, is called out by their Department/Division Head and does report for work, such employee shall be paid as described in this Agreement and the previously approved leave time shall be credited to the employee's leave time balances.

**IT IS HEREBY AGREED** that matters involving the decision to officially declare a **STORM DAY OR EMERGENCY** and the dates and times thereof and the determinations as to definition of essential and non-essential Employees are held to be the prerogative of management and are reserved to the Employer's discretion.

**ARTICLE 22 - 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 the Civil Service Commission., the employee shall present his complaint to the Civil Service Commission directly.

2. This grievance procedure shall not serve as an avenue of appeal for matters which must by law or Civil Service Rules be decided by the Civil Service Commission 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 Public Health Nurse Supervisor 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 Public Health Nurse Supervisor shall render their decision in writing to the grievant within 15 days after receipt of the grievance with a copy to the Shop Steward.

Step Two:

If no agreement is reached within fifteen (15) days of receipt of the grievance by the Public Health Nurse Supervisor, the employee or the Union may present the grievance in writing within fifteen (15) days thereafter to the Department Head or designee who shall answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Three:

Should the grievant disagree with the decision of the Department Head, 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 Four:

1. Any unresolved grievance (as defined in Section B) except matters involving appointment, promotion or assignment, or matters within the exclusive province of the Civil Service Commission, 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 Civil Service Commission. 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, 2 or 3, 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 23 - 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 24 - PART-TIME EMPLOYEES**

1. 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.

2. Part-time employees shall be advanced two (2) vacation days and two (2) sick days at the beginning of each calendar year after completion of one full year of employment.

3. See Article 18 for bereavement leave.

**ARTICLE 25 - 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 26 - 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 27 - 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 28 - 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 29 - 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.

E. Management agrees to support the establishment of a Health Department – Health and Safety Committee.

### **ARTICLE 30 - 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 full-time service: \$650
2. Completion of 15 through 19 years of full-time service: \$900
3. Completion of 20 through 24 years of full-time service: \$1,150
4. Completion of 25 through 29 years of full-time service: \$1,400
5. Completion of 30 years of full-time service and more: \$1,650

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 31 - RULES OF THE EMPLOYER**

The parties agree that the Employer has the right to make reasonable rules and regulations. The Parties agree that in the interest of promoting effective and efficient service, proposed new rules, regulations and policies shall be shared with the duly authorized union representative for input at least 30 days prior to implementation. The Union shall have thirty (30) days to review and respond with suggested modifications, if any. The 30 day review period shall not hinder or interfere with modifications of rules which need to be implemented in less than 30 days.

## **ARTICLE 32 - UNIFORM ALLOWANCE**

Each employee shall be entitled to an annual uniform allowance not to exceed \$350.00. 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 Public Health Nurse Supervisor, 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.

In the event any employee is terminated or otherwise leaves employment prior to using all the uniform or maintenance allowance granted to him for the calendar year in which he will leave the employment of the County, he shall be obligated to return the unexpended portion of said allowance to the County prior to his last day of employment. Failure to do so shall result in the deduction from his final pay of an amount estimated to be the unexpended portion of the employee's uniform or maintenance allowance determined in accordance with the following: for purposes of this paragraph, the amount to be deducted from the employee's final pay shall be calculated on the basis of 1/12 of the annual allowance for each full month remaining between his date of termination and January 1st of the following year.

## **ARTICLE 33 - EDUCATIONAL REIMBURSEMENT**

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

1. Matriculating undergraduate/graduate degree;

2. Career development courses such as seminars, continuing education courses, and conferences which will aid the employee in his employment and/or count towards continuing education units (CEUs). The foregoing decision of job-relatedness is discretionary with the Employer.

B. Reimbursement will be contingent upon:

1. By no later than the first day of the course, an interested employee must submit a Tuition/Training Reimbursement Form for course work. The request must be presented to the employee's department head for initial approval and to the County Administrator and Personnel Department for final approval and authorization that funds are available. The employee will be notified as to the approval or disapproval of his application within two (2) weeks. Within four (4) weeks after completion of the course work, the employee shall submit to the County Administrator and Personnel Department, via the department head, certification of successful completion of the course work on the proper form. Payment will be made to the employee after approval by the County Administrator and Personnel Department and after the employee has completed and signed the proper voucher form.
2. The student must maintain a "C" grade or better for an undergraduate course and a "B" grade or better for a graduate course to be eligible for reimbursement. In courses where only a "Pass" or "Fail" grade are given, the student must achieve a "Pass". Where the student has the option of selecting either "Pass/Fail" or a letter grade system, the student must elect the letter grade system.
3. Courses shall be taken outside the employee's normal working hours and shall not interfere with the individual's responsibilities of employment. If leave time is needed for travel to a course, up to four (4) hours of available release time per week may be granted with the supervisor's approval, so long as said release time hours are made up with in the pay period during which they occur.
4. Reimbursement will be the lesser of the actual expenses or the current tuition rate at Rutgers, the State University of New Jersey. Employees are responsible for their travel expenses, fees and books.
5. Priority will be given to employees attending colleges within the State of New Jersey.
6. A maximum of twelve (12) credits per calendar year may be taken by employees.

7. An employee must be a permanent full-time employee to be entitled to financial reimbursement. As an exception to the foregoing, an employee who has been employed for more than one (1) year, even though not yet "permanent" by Civil Service standards, will be eligible for this benefit. Should any of the aforementioned employees fail to continue employment following the completion of the approved course, said employee will be required to repay the Employer. An employee's obligation to continue in employment shall be equal to but not longer than the duration of the course.
8. The following annual amount will be appropriated by the Employer for the employees of the Division of Public Health Nursing: \$10,000. Reimbursement to eligible employees will be on a "first come, first served" basis until such time as the appropriation is depleted.

C. The Employer agrees to the reimbursement of annual professional association fees, limited to one (1) professional association per employee (i.e., APHN, APHA, NJAPHNA, ANA). The request must be presented, with a receipt for fees paid, to the employee's department head for initial approval and forwarded to the County Administrator and Personnel Department for final approval.

#### **ARTICLE 34 - SEVERANCE PAY**

The Employer hereby agrees to pay severance pay in the amount of two (2) weeks salary, along with payment for all earned vacation, personal, and compensatory time, 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. Layoff procedures shall conform to Civil Service Commission regulations.

#### **ARTICLE 35 - 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 36 - UNION PRIVILEGES**

A. The County will make space available for bulletin boards for the exclusive use of the union on each level of the facility for a total of two (2).

1. Appropriate material in such bulletin boards shall be posted and removed by representatives of the union. The material shall not contain anything that the County, in its sole discretion, deems to be profane, obscene or defamatory of the County or its representatives and employees, nor anything constituting election campaign material. Materials which violate the provisions of this section shall not be posted and, if posted, can be removed by the County.

2. Material to be posted will consist of the following: a) union elections and results thereof, b) union appointments, c) union meetings, d) social and recreational events of the union, e) reports of official union business and achievements, and f) any other matters or materials dealing with union business or interests.

### **B. Use of Facilities**

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

### **C. Use of County Email System**

1. The union shall have the right to use the email systems of the Employer to communicate with negotiations unit members regarding collective negotiations, the administration of the collective bargaining agreement, investigation of grievances and other workplace related issues, as well as internal union matters involving the governance or business of the union.

### **D. Information and New Hires**

1. On January 1, May 1, and September 1 of each year, the County shall provide the following information to the union for all bargaining unit employees in excel file format: name, job title, worksite location, home address, work, home and personal cellular telephone numbers on file with the Employer, date of hire, work email address and any personal email address on file with the County.



2. Within ten (10) calendar days from the date of hire of any bargaining unit employee(s), the County shall provide the following contact information to the union in excel file format: name, job title, worksite location, home address, work telephone number, any home and personal cellular telephone numbers on file, date of hire, work email address and any personal email address on file with the County.

3. The union shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of thirty (30) minutes and a maximum of one hundred and twenty minutes, within thirty (30) calendar days from the date of hire, during a new employee orientation held by the County, or if the County does not conduct new employee orientations, at individual or group meetings.

E. As a result of the NJ Workplace Democracy Enhancement Act – Public Law 2018, Chapter 15, see Appendix A for Memorandum of Agreement (MOA) executed between CWA Local 1032 and the County of Warren. The MOA addresses the sharing of employee information and the union’s use of the employer’s email messaging system.

**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 though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. 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, 2021, and shall remain in effect and full force through

December 31, 2023. 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, 2021 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 by the Employer.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be signed by their duly authorized representatives as of the 13<sup>TH</sup> day of APRIL 2022.

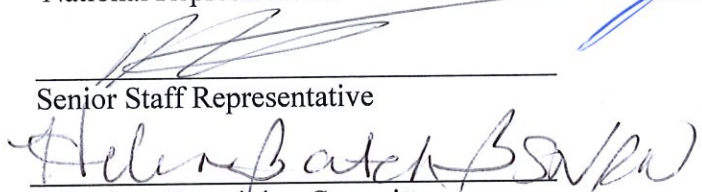
COMMUNICATION WORKERS  
OF AMERICA AFL-CIO

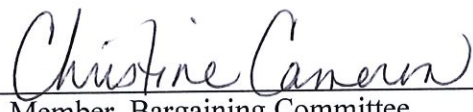
BOARD OF COUNTY COMMISSIONERS  
COUNTY OF WARREN

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

  
\_\_\_\_\_  
Jason Sarnoski, Director

\_\_\_\_\_  
Senior Staff Representative

  
\_\_\_\_\_  
Helen Batch  
Member, Bargaining Committee

  
\_\_\_\_\_  
Christine Cameron  
Member, Bargaining Committee

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

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

**MEMORANDUM OF AGREEMENT**

**THIS** is an Agreement made by and between the County of Warren ("County") and Local 1032 – Public Health Nurses of the Communications Workers of America ("Union") relating to the administration of the parties' rights and responsibilities arising out of the New Jersey Workplace Democracy Enhancement Act.

**WHEREAS**, the Union is the sole and exclusive representative of all full-time and part-time, permanent and provisional employees employed by the County of Warren and subject to the current collective negotiations agreement between the parties; and

**WHEREAS**, the New Jersey Legislature enacted the Workplace Democracy Enhancement Act which, among other things, required public employers to provide to collective negotiation unit agents within ten (10) days of the hiring of a new employee and every 120 days for all negotiating unit members, information about the employee such as his/her name, job title, home address, work email address, work telephone number, worksite location and any personal email address and home and personal cellular telephone numbers on file with the public employer; and

**WHEREAS**, the parties acknowledge that some of this information required to be disclosed particularly as it relates to the employee's home address, home phone and cell numbers, home email address and birth date is confidential and exempt from disclosure under the Open Public Records Act; and

**WHEREAS**, the Workplace Democracy Enhancement Act also grants to collective negotiation unit agents the right to use the public employer's email systems to communicate with their members regarding labor negotiations and the administration of collective negotiation agreements, grievances and other workplace-related complaints and issues, but proscribes the use of the email systems for purposes of supporting or opposing candidates for partisan political office or distributing literature regarding partisan elections; and

**WHEREAS**, the New Jersey Law Against Discrimination also proscribes employee organizations from discriminating and harassing members on the basis of sex, race, age, disability, religion and other protected classifications; and

**NOW THEREFORE**, in consideration of the foregoing and with the intent of both parties being bound hereby in the interests of the Union's members and the County's employees who are one and the same, the parties hereby agree as follows:

1. The County agrees to provide to the President of CWA Local 1032 or his/her Union designee, within ten (10) days of the hiring of a new employee information about the new employee such as his/her name, job title, home address, work email address, work telephone number, worksite location and any personal email address and home and personal cellular telephone numbers on file with the public employer; and
2. The County agrees to provide to the President of CWA Local 1032 or his/her designee, every 120 days a list of all CWA Local 1032 negotiations unit members that includes name, job title, home address, work email address, work telephone number, worksite location and any personal email address and home and personal cellular telephone numbers on file with the public employer; and

3. The President of CWA Local 1032 and the Union agree to not disseminate the employee's home address, home phone and cell numbers, home email address and/or birth date to the public, the media or any entity not affiliated with the Union without the express written consent of the employee; and
4. The Union shall defend and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, the Union's unauthorized disclosure of an employee's home address, home phone and cell numbers, home email address and/or birth date to the public; and
5. The County shall grant the right of the President of CWA Local 1032 or his/her designee, to use the public employer's email systems to communicate with their members regarding labor negotiations and the administration of collective negotiation agreements, grievances and other workplace-related complaints and issues; and
6. The Union expressly acknowledges that per the County's E-mail Messaging Policy and its employee acknowledgement, all information stored in, transmitted or received is the property of the County of Warren and may be monitored by authorized representatives of the County; and
7. The Union shall defend and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, the Union's usage of the public employer's email systems that is proscribed by law, including but not limited to supporting or opposing candidates for partisan political office or distributing literature regarding partisan elections or engaging in acts of harassment, discrimination or retaliation.

Communications Workers of America  
(CWA) Local 1032 – Public Health Nurses

By:

Christine Cameron  
Helen Batch

Date:

4/19/22

County of Warren

By:

[Signature]

Administrator

Date:

4/19/22