

AGREEMENT

Between



**BOARD OF COUNTY COMMISSIONERS
COUNTY OF WARREN**

and

**LOCAL 3287A WARREN COUNTY TELECOMMUNICATORS
OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFSCME COUNCIL 63**

January 1, 2024 through December 31, 2026

Table of Contents

PREAMBLE.....	4
ARTICLE 1 - RECOGNITION AND SCOPE	4
ARTICLE 2 – MANAGEMENT	4
ARTICLE 3 - DEFINITIONS	5
ARTICLE 4 - NON-DISCRIMINATION	6
ARTICLE 5 - UNION STEWARDS	6
ARTICLE 6 - VISITATION OF PREMISES	6
ARTICLE 7 - LABOR-MANAGEMENT MEETINGS.....	6
ARTICLE 8 - HOURS OF WORK.....	7
ARTICLE 9 – OVERTIME	7
ARTICLE 10 - COURT APPEARANCES.....	9
ARTICLE 11 - WAGES AND COMPENSATION.....	9
ARTICLE 12 - MEDICAL BENEFITS.....	11
ARTICLE 13 – PROMOTION	13
ARTICLE 14 - JOB POSTING.....	13
ARTICLE 15 - SHIFT REASSIGNMENT.....	14
ARTICLE 16 – HOLIDAYS.....	14
ARTICLE 17 - SPECIAL TIME OFF	16
ARTICLE 18 - VACATIONS.....	16
ARTICLE 19 - LEAVES OF ABSENCE	18
ARTICLE 20 – BREAKS	24
ARTICLE 21 - STORM DAYS AND EMERGENCIES	24
ARTICLE 22 - GRIEVANCE PROCEDURE.....	25
ARTICLE 23 - STRIKES.....	29
ARTICLE 24 - SENIORITY.....	29
ARTICLE 25 - PART-TIME EMPLOYEES	30
ARTICLE 26 - LIABILITY CLAIMS AND INDEMNIFICATION	31
ARTICLE 27 - TRANSPORTATION ALLOWANCE.....	31
ARTICLE 28 - EMPLOYEE EXPENSES.....	31
ARTICLE 29 - EMPLOYEE AUTOMOBILE INSURANCE	31
ARTICLE 30 - SEVERANCE PAY	32
ARTICLE 31 - SAFETY.....	32

ARTICLE 32 - LONGEVITY	32
ARTICLE 33 - PAYROLL DEDUCTION OF UNION DUES.....	33
ARTICLE 34 - RULES OF THE EMPLOYER.....	34
ARTICLE 35 - UNIFORM AND MAINTENANCE ALLOWANCE	34
ARTICLE 36 - UNION PRIVILEGES	36
ARTICLE 37 - ACCESS TO PERSONNEL FOLDERS AND EVALUATION.....	37
ARTICLE 38 - DISCIPLINE	37
ARTICLE 39 - SUBCONTRACTING OF WORK	39
ARTICLE 40 - APPLICATION OF SALARY AND BENEFITS	39
ARTICLE 41 - EDUCATION BENEFIT	40
ARTICLE 42 - RANGE COMMITTEE	41
ARTICLE 43 - PRIOR BENEFITS AND PRACTICES	42
ARTICLE 44 - SEPARABILITY AND SAVINGS	42
ARTICLE 45 - FULLY BARGAINED PROVISIONS.....	42
ARTICLE 46 - TERM OF AGREEMENT	43
SCHEDULE A - NON-SUPERVISORY EMPLOYEE TITLES	44
SCHEDULE B - PUBLIC SAFETY TELECOMMUNICATOR & TRAINEE (PSTT) SALARY TABLE	45
SCHEDULE C - SENIOR PUBLIC SAFETY TELECOMMUNICATOR SALARY TABLE	46
SCHEDULE D - PUBLIC SAFETY TELECOMMUNICATOR SCHEDULE.....	47
APPENDIX A: WDEA MEMORANDUM OF AGREEMENT	48

PREAMBLE

This Agreement made this ____ day of _____, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WARREN, (hereinafter referred to as the Employer), and LOCAL 3287A, WARREN COUNTY TELECOMMUNICATORS OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, affiliated with AFSCME COUNCIL 63 (hereinafter referred to as the Union), on behalf of all County Employees 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 Employer hereby recognizes the Union as the sole and exclusive representative of all full-time and part-time, permanent, and provisional employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et seq.) concerning salary, hours of work, and other terms and conditions of employment in the negotiating unit described below:

1. All non-supervisory telecommunicator employees employed in the 9-1-1 Communications Center by the County of Warren in the classified service in any permanent position, including provisional employees, as set forth in Schedule A.
2. Excluded from this Agreement are all managerial executives, supervisors, confidential, and police employees within the meaning of the Act, employees included in any other collective negotiations unit, and all other employees of the county.

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

C. New titles may be established by the Employer and added to the bargaining unit. The Union will be notified of the initial salary at the time the new titles are established. The job descriptions of such titles shall not be negotiable and shall be the exclusive prerogative of the Employer to determine, 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 prerogative of management, including but not limited to the rights of hiring, suspending, disciplining, or discharging for proper cause, promoting, transferring, and scheduling employees; to 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 works; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; to contract or subcontract for work for services; and to determine the content of job classifications, subject however, in the entirety to civil service regulations and rules promulgated there under, and any other applicable law or provisions of this Agreement. Fines may only be used in accordance with decisions of the Civil Service Commission of the State of New Jersey.

B. Telecommunicator and Telecommunicator Trainees, Communications Center - Effective January 1, 2024, employees hired as Public Safety Telecommunicator Trainees in the Communications Center shall be compensated at the onset of employment at Step 1 in accordance with the Schedule B salary guide. After six months, these trainees shall advance to Step 2 of the existing Schedule B salary guide. Upon successful completion of the required one (1) year training period, a trainee shall be promoted to the position of Public Safety Telecommunicator and receive a salary adjustment to Step 3 of the existing Schedule B salary guide where upon they will undergo a 90 day working test period before achieving Civil Service permanency.

C. With regard to intergovernmental transfers of Telecommunicator Trainees or certified Telecommunicators, the employer shall recognize the seniority of either professional and compensate them accordingly within the established salary guidelines aforementioned. For other certified Telecommunicators hired by the Communications Center, they shall be required to undergo open competitive civil service testing. New Telecommunicator Trainees, other than intergovernmental transfers, will be considered new employees and commence employment as an entry level trainee.

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

ARTICLE 3 - DEFINITIONS

A. All references to employees in the Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees. All references to spouse in the Agreement shall include Civil Union Partner as defined in New Jersey statutes.

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

C. In instances where this agreement refers to limits in days, the number of days shall be business days, Monday through Friday, excluding holidays.

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 or civil union status, race, color, religion, national origin, political affiliation, statutorily recognized disability, union membership (or non-membership), or any other legally protected status.

ARTICLE 5 - UNION STEWARDS

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

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

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

ARTICLE 6 - VISITATION OF PREMISES

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

ARTICLE 7 - LABOR-MANAGEMENT MEETINGS

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

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

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

ARTICLE 8 - HOURS OF WORK

A. The normal hours of work in existence at the time of this Agreement shall remain in effect for the duration of this Agreement unless changed by mutual consent. In cases of emergency, no notice is required. The foregoing provisions do not apply to those circumstances where the change of hours have been held to be management prerogatives.

B. Hours of work for Public Safety Telecommunicators will follow the current practice as indicated in Schedule D.

C. Upon the written recommendation of the employee's department head and written concurrence by the Union, the Administrator or their designee may schedule a flexible time arrangement for an employee to work outside of regular working hours and provide such employee with time off on an hour for hour basis within the same workweek. Flex-time must be scheduled so that the regular work hours for the week are not exceeded.

ARTICLE 9 – OVERTIME

A. All employees in full-time positions and classified service shall be paid at time and one-half (1½) 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 flex-time in Article 8, paragraph C. It shall be the policy of the Employer that no overtime shall be allowed for work which could be accomplished during the normal work 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. All overtime must be approved by the Director of Public Safety or their designee prior to the working of such overtime. Upon the written recommendation of the employee's department head and written concurrence by the Union, the Administrator or their designee may approve compensatory time at time and one-half (1½) in lieu of cash for overtime. The department head and employee mutually agree to meet not later than October 1st of each year to schedule the use of earned employee compensatory time. 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. Said payment shall be included in the regular December pay cycle of the current calendar year.

B. All employees who are called out for emergency purposes, as determined by the department head, shall receive a minimum of two (2) hours pay at time and one-half (1½) the employee's normal rate of pay provided such time is not contiguous to the employee's work day in which event the employee shall be paid at time and one-half (1½) for the hours worked until the start of the employee's work day and then be paid at straight time.

C. Overtime pay shall be paid to employees who receive a differential pay as set forth in Article 11, in addition to the differential pay.

D. When employees are called in to work outside their normal schedule hours, they shall be called on the basis of seniority. Assignments shall be made from the seniority list on a rotating basis in order of greatest seniority. Employees shall be placed on the seniority list in decreasing order of seniority. Notwithstanding the matters set forth above, the Employer retains the right to limit the employees eligible for special assignments or emergencies in those cases wherein the Employer's discretion it is determined that special skills or special knowledge are required for the particular assignment or emergency. All employees may be required to work a reasonable amount of overtime.

E. Full-time Employees of the Warren County Communications Center who work rotating shifts that include weekends, or who work overtime on a holiday, or who are mandated to work beyond their normal work hours due to emergent conditions, shall receive premium pay for all hours worked. Premium overtime holiday pay (premium pay) is two (2) times the regular hourly rate of pay, computed on the basis of time and one-half (1½) for overtime hours plus 50% of regular base pay for holiday or mandated work. Differential pay will be given for hours worked that are eligible for such differential under Article 11. No additional holiday pay will be given.

1. For purposes of this section, an emergent condition is defined as those circumstances when an employee is called into work, or mandated to stay, outside of their normal schedule and the employee is not already included on the on-call list of the department for the day/hours in question.

F. It is mutually agreed by labor and management that an on-call policy is created in the Warren County Communications Center for all Public Safety Telecommunicators, including Senior Public Safety Telecommunicators. The purpose of this on-call policy is to ensure adequate coverage for responding to emergent matters of public safety on a daily basis. To ensure proper coverage in the event of an unscheduled emergency situation or employee call-off, Telecommunicators assigned to a Crew shall serve intermittent periods of on-call duty on a rotating basis throughout the year, in accordance with an equitable operating procedure that guarantees the

assurance of the County's public safety while monetarily compensating the Telecommunicators that are scheduled for on-call duty. It is understood that the employer is responsible for finding on-call coverage when an employee is called for jury duty, sick, out on approved medical leave, approved vacation leave, or other approved circumstances prevent them from being able to cover their assigned on-call hours. Therefore, employees serving intermittent on call duty shall receive \$1.10 for each hour they have been assigned to cover emergency on-call.

G. Those employees required to carry a cell phone for the purpose of remaining on call after their normal working hours shall be paid \$350 annually or a prorated share thereof, on or before December 20th.

ARTICLE 10 - COURT APPEARANCES

The Employer agrees to pay both full-time and part-time employees for all time said employee is required to be in court in connection with their normal work duties and responsibilities. If the employee is required to work beyond their scheduled normal workweek while performing said duty, they shall be paid overtime in accordance with Article 9, Overtime. Any other time an employee appears in court (unless specifically authorized and required to do so by their department head), shall not be paid as work time.

ARTICLE 11 - WAGES AND COMPENSATION

- A. 1. January 1, 2024 2% across the board increase
- 2. July 4, 2024 Step advancement for all eligible employees
- 3. January 1, 2025 2% across the board increase
- 4. July 3, 2025 Step advancement for all eligible employees
- 5. January 1, 2026 2% across the board increase

Employees at the top step of their salary range or off-guide at the time of step advancement shall receive a 2% salary increase. Such increases will not be added to the salary schedule.

B. Eligibility for step advancement shall be for employees employed by the County of Warren on the preceding January 1st of the year in which step advancement occurs. See Article 2-B for step advancement of new Public Safety Telecommunicator Trainees.

C. Shifts and Differentials

- 1. The standard work shifts shall be as follows:
 - Day Shifts: 8:00 a.m. to 4:00 p.m.
 - 7:00 a.m. to 3:00 p.m.
 - Evening Shifts: 4:00 p.m. to 12 Midnight
 - 3:00 p.m. to 11:00 p.m.

Night Shifts: 12 Midnight to 8:00 a.m.

11:00 p.m. to 7:00 a.m.

2. All permanent full-time and permanent part-time employees in the classified service, working rotating shifts:

a. Employees shall be entitled to shift differential pay for the number of hours worked in the shift as defined in sub-paragraph 1 above, as follows:

Evening Shift \$0.55 per hour

Night Shift \$0.90 per hour

Weekend Shift \$1.00 per hour

E. At the time of separation from service, any advanced sick, vacation, or personal time shall be paid back out of the employee's final paycheck.

F. Demotion: Should the Appointing Authority choose to reorganize the structure of the department and such reorganization results in the demotion of an employee, the salary of the affected employee shall be frozen at their current rate of pay until the salary of the newly assigned position becomes equal to or exceeds the frozen salary. However, should an employee be demoted as a result of disciplinary action, the affected employee's salary shall be reconstructed using the demotional position's current range, crediting the employee with years of service in said range that they had accumulated in the position from which they were demoted. Nothing stated above shall preclude the union from requesting, or the employer from considering, an increase to the frozen salary.

F. Upon the recommendation of the Department Head, County Administrator, and Personnel Director and approval of the Board of County Commissioners, an employee may receive an adjustment in salary within the employee's current range for exemplary performance under special circumstances where normal promotional procedures do not best meet the needs of the Department and County. Under no circumstances will a salary adjustment be considered for an individual within five (5) years after a promotional advancement covered by Article 13 Promotion. All salary adjustment requests must be submitted with the Department's proposed budget for approval as part of the next fiscal year's budget for appropriation. Salary adjustments covered under this paragraph shall be considered management prerogative and not be subject to Article 22 Grievance Procedure. No salary adjustment covered under this paragraph shall be recommended by the Department Head to the County Administrator, Personnel Director, or the Board of County Commissioners unless the Union President and the Union Vice-President shall have been given prior

written notice of the Department Head's proposed recommendation and shall have been given an opportunity to provide the Union's input.

G. Training

1. Effective the signing of this agreement, Employees authorized by the Employer to conduct Floor Training of assigned Trainees in the Communications Center shall be compensated at the rate of \$2.50 per hour for the completion of such training.

2. Effective the signing of this agreement, Employees authorized by the Employer to conduct classroom training of Trainees shall be compensated for all overtime hours worked at the rate of time and one half (1½) prorated on their current salary for such time worked in excess of their normal work week. Compensatory time will not be offered for the completion of classroom training.

ARTICLE 12 - 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 as outlined in the collective bargaining agreement.

B. The Employer shall pay current hospital and major medical premiums under the aforesaid healthcare plan 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. The parties agree that any person who becomes employed by Warren County following May 26, 2011 shall not be eligible for post-retirement medical benefits. Warren County expressly acknowledges that eligible employees on the County payroll as of May 26, 2011 are induced to continue their employment with Warren County in reliance upon receiving post-retirement medical benefits currently available to employees who satisfy the eligibility criteria for such benefits.

D. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for any employee retiring after April 28, 2005.

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 became deceased.

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

G. 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 at rates which were set by and in accordance with State Law, Chapter 78, P.L. 2011. Employer agrees to hold employee contributions at the tier 4 level for the term of this agreement.

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 Personnel Department.

2. 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.

3. 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 a corrective eyewear 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 13 – 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 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.
- D. Upon promotion, an employee shall be informed of their new rate of pay one (1) week in advance of the effective date, if possible.
- E. Promotions shall be made in accordance with the rules of the New Jersey Civil Service Commission, shall be consistent with the principles of the seniority system, and shall be available to eligible employees who have served in such eligible employment for the qualifying period of time.
- F. In the event that any Civil Service position of higher classification becomes open or available, permanent employees shall be given preference for the advancement providing they shall qualify under the rules and regulations of the New Jersey Civil Service Commission.
- G. Employees shall serve at least one (1) year in a permanent position before they shall be considered for promotion unless the corresponding Civil Service rule is waived by the New Jersey Civil Service Commission.
- H. 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.
- I. 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.
- J. Written notice of all promotions shall be sent to the Union President and Vice President.

ARTICLE 14 - JOB POSTING

- A. The County agrees to post official New Jersey Civil Service Commission notices of promotional examinations to notify all employees of a promotional opportunity. These notices shall be posted for the period indicated on the exam announcement, only in locations designated for this purpose by the County.

B. With regard to all vacancies other than promotional vacancies, the County will, after any commissioner meeting where action is taken pertinent to this subject matter, post within County buildings throughout the County, as well as the County website, a summary sheet of all current vacancies in classified positions, to include job title, job title code, location/department, and closing date for the application. Each notice will remain posted until job posting expires.

ARTICLE 15 - SHIFT REASSIGNMENT

A. An employee may request reassignment from their normal shift to another shift in the same department in the same job title. An employee is eligible to make this request after they have served one (1) year in the affected department. The employee will be considered for the shift assignment on the basis of work performance, qualifications, and seniority.

B. For shift assignments at all 24-hour facilities, volunteers will be considered first using seniority as a substantial factor in making such an assignment.

ARTICLE 16 – HOLIDAYS

A. The legal paid holidays which are recognized holidays for the purpose 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)

Juneteenth Day (3rd Friday in June)

Independence Day

Labor Day

Columbus Day (2nd Monday in October)

Election Day

Veteran's Day

Thanksgiving Day and subsequent Friday

Christmas Day

* Twenty-four (24) hour institution employees working rotating shifts that include weekends will celebrate their holiday on Easter Sunday instead of Good Friday.

B. 1. Employees covered by this agreement and working rotating shifts shall have holidays celebrated on the days which they occur for all purposes including the receiving

of holiday pay. Employees scheduled to work on a holiday shall receive time and one-half (1½) the regular rate plus one (1) compensatory/alternate day off. Other employees called to work on a holiday shall receive time and one-half (1½) plus 50% of their regular hourly rate. The County will not impose a suspension on an employee so as to cause such employee to lose holiday pay unless an immediate suspension is appropriate under the circumstances.

2. Employees must work any scheduled day preceding the holiday, the holiday (if scheduled), and any scheduled day following the holiday, in order to be eligible for a future scheduled holiday compensatory/alternate day off unless on an approved paid leave of absence.

3. Holiday Call-Off

a. Employees scheduled to work on a holiday who call off the day of the holiday shall not be eligible for a future holiday compensatory/alternate day off;

b. Employees working on declared holidays shall be paid holiday pay as defined in Article 16.

c. Employees working on a holiday or having their normally scheduled day off occur on a holiday, shall also earn a holiday compensatory/alternate day off;

d. Employees scheduled to work on a holiday who call off their immediately scheduled workday preceding or after the holiday must be eligible for an approved paid leave of absence and subject to medical substantiation for use of sick leave to retain eligibility for the holiday. However, such employees will not have the ability to schedule a future alternate day off, but shall be paid for the holiday pursuant to Section B-4 of Article 16 of the collective negotiations agreement;

e. Employees not scheduled to work on the holiday, but who call off their immediately scheduled day preceding or after the holiday shall retain eligibility for a future alternate day off at their regular pay rate, subject to approval of the leave of absence and medical substantiation for use of sick leave to qualify for the holiday pay;

4. In the event that circumstances or pressures of work require operational levels of staffing to be maintained in the 911 Communications Center, the facility's director may offer employees with unused and earned/accumulated holiday time, the option of relinquishing said days in exchange for cash payment. This offer will be made on or after November 15th of each calendar year. Said payment shall be included in the regular

December pay cycle of the current calendar year. The rate of pay for those unused holidays will be calculated at the regular rate.

ARTICLE 17 - SPECIAL TIME OFF

A. Employees who are duly authorized representatives of the Union shall be granted leaves of absence with pay for an aggregate period not to exceed twenty-five (25) days during any calendar year for the purpose of traveling to and from and attending any state or national convention of the Union, educational conference, or seminars conducted by the Union.

B. All requests for leave will be made to the employee's department head in writing at least ten (10) work 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 their designee and, if in the opinion of the County Administrator or their 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 their designee may, upon written notice to the employee, deny said leave.

ARTICLE 18 - VACATIONS

A. All permanent or provisional full-time employees covered by this Agreement and eligible for vacation leaves with pay in accordance with the following timeframes shall be entitled to the use of vacation leave as provided herein.

1. New employees shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.
2. Twelve (12) work days of vacation from one (1) through five (5) years of service.
3. Fifteen (15) work days of vacation from six (6) through twelve (12) years of service.
4. Twenty (20) work days of vacation from thirteen (13) through twenty (20) years of service.
5. Twenty-five (25) work days of vacation from twenty-one (21) through twenty-five (25) years of service.
6. Twenty-six (26) work days of vacation from twenty-six (26) through thirty (30) years of service.
7. Twenty-seven (27) work days of vacation from thirty-one (31) through thirty-five (35) years of service.

8. Twenty-eight (28) work 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 that 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 determines it cannot be taken because of pressure of work. Only one (1) year of earned vacation allowances may be carried forward to the next succeeding year. Where an employee has earned vacation in excess of one (1) year allowance as of October 1st, the employee will meet with their 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 any accumulated vacation time. If upon separation of employment the employee has taken more vacation time than earned up to that time, an amount shall be deducted from their final pay for each day used but not earned.

D. When a vacation allowance for an employee changes based on their 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. The procedure for advance vacation written requests shall be as follows:

1. *Non-Shift Employees*
 - a. 3 days' request for 1 - 3 days.
 - b. 2 weeks' request for 4 or more days.
2. *Shift Employees*
 - a. 1 week's request for 1 - 2 days.
 - b. 2 weeks' request for 3 - 5 days.
 - c. 3 weeks' request for 6 or more days.

A written response to the foregoing shift employee requests will be made from the date of request as follows: three (3) days for 1 - 3 days' vacation; five (5) days for 4 or more days' vacation. The aforementioned notice of request times will all be in workdays.

Requests to use vacation time with less notice than specified in the above paragraph shall be at the discretion of the employee's division head or department head.

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

G. No vacation days shall be taken for less than a full day, except at the discretion of the department head.

H. During the year in which a suspension or leave without pay occurs, vacation leave shall be prorated to the nearest half-day using 260 yearly employee workdays as a constant.

ARTICLE 19 - LEAVES OF ABSENCE

A. Sick Leave

1. New employees shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.

2. Unused sick leave shall accumulate from year to year without limit.

3. Sick leave shall be prorated to the nearest half-day during the year in which a suspension or leave without pay occurs using 260 yearly employee workdays as a constant.

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 their supervisor of the reason for absence as indicated in 5g below.

a. The appointing authority or designee, may at its discretion, at any time require the employee seeking sick leave to submit acceptable medical evidence on the County approved Leave Request Form with the following exception. Employees may annually utilize up to five (5) sick days non-consecutively, but inclusive of all other benefit leave time, prior to being required to submit acceptable medical evidence or a doctor's certificate. For example, an employee may utilize one sick day, five times per year without being required to submit medical evidence for the absence. However, an employee may not consecutively use one sick day and three vacation days to avoid a request to submit medical evidence for the four day

absence. This exception excludes shifts scheduled the day of a holiday, day before a holiday, or the day after a holiday.

1. An employee who voluntarily submits acceptable medical evidence or doctor's certificate for a callout will not have that day count against the five (5) days referenced in 5(a) above.
- b. If the appointing authority or its designee requires an employee calling off sick for work to submit medical evidence for the absence, the County representative shall make such request within a reasonable period of time not to exceed seventy-two hours. The employee shall be given seventy-two hours to produce a doctor's note excusing the employee from work for the day in question.
- c. If an employee is absent for five (5) consecutive work days, a doctor's certificate may be required upon returning to work.
- d. For sick leave totaling more than fifteen (15) days in a calendar year, a doctor's certificate may be required upon returning to work.
- e. Sick leave may be approved for any employee for emergency attendance upon a member of their 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.
- f. If all bereavement leave set forth below in Paragraph G 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 5d above.
- g. 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 their 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. All such medical evidence shall be submitted to the Personnel Department.
- h. An employee who does not report for work because of personal illness shall notify their immediate superior, or other designee, by telephone or personal message no less than two (2) hours prior to the time at which the employee is

scheduled to commence work. Notification to the Communications Center shall be to the “on duty” Shift Supervisor and on a taped line.

6. Effective January 1, 2020, eligible full time employees shall be permitted to annually use, under the terms, conditions, notification requirements and acceptable uses of sick leave specified within Article 19, a limited amount of their existing earned sick leave in two hour increments. Such use shall be subject to the following limits:
 - a. Employees with a 40 hour work week shall annually be permitted to use no more than 24 hours of earned sick leave in 2 hour increments
 - b. Employees with a 37.5 hour work week shall annually be permitted to use no more than 22 hours of earned sick leave in 2 hour increments
 - c. Employees with a 35 hour work week shall annually be permitted to use no more than 20 hours of earned sick leave in 2 hour increments

Any earned sick leave not used in two hour increments in accordance with this section shall remain a part of the employee’s leave balance and available for use and accumulation as per section A-2 of this article. Sick leave amounts specified in this section A-6 (a-c) are annual limits permitted for use in two hour increments and any unused increments in one year shall not rollover nor accumulate to another year.

B. Unused Sick Leave – Retirement

A permanent employee who enters retirement (other than deferred retirement) from the Employer’s service and has to their 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 (½) 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 their employment prior to the effective date of their retirement provided, however, that no such supplemental compensation payment shall exceed \$15,000.00. 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 1st, April 1st, July 1st, October 1st, 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 their intention to retire by no later than October 1st of the calendar year prior to the calendar year in which retirement shall be effected. If such notification does not occur until subsequent to said October 1st date, then the aforesaid option

shall be the County's rather than the employee's. If quarterly payments have been elected and if the employee dies before receiving all quarterly payments, the Employer shall make all remaining quarterly payments to the employee's estate.

C. *Worker's Compensation Insurance and Sick Leave Injury Insurance*

1. The Employer agrees to purchase and maintain in force sick leave injury insurance to cover all employees for work loss due to injuries received on the job.
2. When an employee is absent 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 in reporting requirements 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 their sick leave balance, if any, and/or their vacation balance, 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.

D. *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 H 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.

E. *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.
2. Personal leave may be used for emergencies, observation of religious or other days of celebration (but not holidays as defined herein), personal business, or other personal affairs such as death in the employee's immediate family, but not limited thereto.
3. Newly hired employees shall receive prorated personal leave in half-day increments in their first calendar year of employment. Prorated personal leave in half-day increments shall be calculated for an employee who has been on a leave of absence without pay, was suspended or retires within a calendar year using 260 yearly employee workdays as a constant.
4. Personal leave must be requested not less than three (3) days in advance, except in case of an emergency, and is subject to approval of the employee's supervisor. The request may be granted provided there is no interference with the proper conduct of the government function involved.
5. Such personal leave credit shall not accumulate. Unused balance in any year shall be canceled at the end of the calendar year. Upon termination of employment for any reason, if more personal leave has been exhausted than has been earned, an adjustment shall be made in the employee's final paycheck.

F. *Jury Duty*

1. Should any employee be delegated to serve as a juror, they shall receive full pay from the Employer for all time spent on jury duty less any remuneration for such service. This will include part-time employees if serving jury duty on scheduled normal work day.
2. In the event an employee is excused from jury duty prior to one-half (½) of the employee's work day having been concluded, such employee shall promptly report to work for the balance of the work day.
3. Employees must obtain a certificate from the Jury Management Office certifying the number of days the employee served on jury duty and submit the certificate to the County.

G. *Bereavement Leave*

1. The Employer shall provide bereavement leave with pay not to exceed five (5) work 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, and grandparents-in-law. Additional days may be approved by the department head and charged against other types of leave.
3. Second degree relatives shall be defined as follows: an employee's uncle, aunt, niece, nephew, cousin, sister-in-law, 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 their family, and of their 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 taken within 30 calendar days from the date of death of the employee's family member.

H. *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 New Jersey Civil Service Commission procedures.

I. Family Leave

Where applicable, the Family and Medical Leave Act or the New Jersey Family Leave Act will apply to employees as such acts have been interpreted by the courts. This matter will not be subject to the grievance procedure.

ARTICLE 20 – BREAKS

Each employee herein represented shall be entitled to one (1) 15-minute break for each day of work. If an employee is requested/mandated to stay on shift, the employee will be entitled to one (1) additional 15 minute break during any additional four (4) hours worked. Communications Center employees shall be entitled to two (2) 15-minute breaks within each twelve (12) hour shift worked. Unused break time shall not be credited or accumulated in any way.

ARTICLE 21 - STORM DAYS AND EMERGENCIES

Effective as of the date of the signing of this agreement, 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.

Non-Essential 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 days' 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 this 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.

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

B. Definition

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

C. Matters Outside the Scope of Grievance Procedure

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

2. This grievance procedure shall not serve as an avenue of appeal for matters which must by law or civil service rules be decided by the New Jersey 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 names from eligible list.
- h. An examination review.

3. The matters which are beyond the scope of this grievance procedure include:

- a. Matters which the Union raised or could have raised during the negotiations that led to this Agreement.
- b. Matters reserved to the Employer's discretion by this Agreement.

- c. Disputes concerning terms and conditions of employment governed by statute or state or federal administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law.

D. *Steps of the Grievance Procedure*

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

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

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

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

Step Four: If the grievance is not settled through Steps 1, 2 and 3, either party shall have the right to submit the dispute to arbitration within ten (10) days pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the County 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 they have 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, subject to applicable review procedures before PERC and/or under Title 2A.

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 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 there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

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

H. *General*

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

2. The parties agree that a shop steward or other Union representative may be permitted to meet with an employee and the employee's immediate superior in order to adjust grievances without loss of pay, provided such activity does not interrupt the normal operation and business of the public employer.

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

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

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

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

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

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

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

ARTICLE 24 - SENIORITY

A. The Employer will follow the Civil Service Law and the rules and regulations promulgated there under in appointing, transferring, assigning, promoting, laying-off, and terminating employees.

B. Seniority will be observed only with respect to those portions of this Agreement where it is expressly mentioned.

C. Upon request of the Union quarterly, the Employer will provide the Union with a seniority list which shall include each employee's name, job title, and date of initial employment or most recent employment, whichever is later.

ARTICLE 25 - PART-TIME EMPLOYEES

A. All permanent part-time employees, including provisional employees awaiting examination, shall be paid wages based on the rates of pay for the appropriate classification in the County ranges. These employees shall be credited with prorated sick and vacation leave allowances, the latter representing the only benefits to which these employees are entitled on a pro rata basis. However, part-time employees shall also be compensated accordingly pursuant to Article 9, Overtime, Section F.

B. All permanent and provisional part-time employees covered by this Agreement are eligible to earn vacation leave. Vacation leave will not be advanced to part-time employees at the beginning of the calendar year in anticipation of continued employment, but rather must be earned. Part-time employees can earn one (1) work day of vacation during the first calendar year of employment in accordance with the following schedule:

- Employees working within a department with regular full-time work hours of 40 hours per week may earn one (1) vacation day for every 160 hours worked.
- Employees working within a department with regular full-time work hours of 37.5 hours per week may earn one (1) vacation day for every 150 hours worked.
- Employees working within a department with regular full-time work hours of 35 hours per week may earn one (1) vacation day for every 140 hours worked.

Any vacation days earned shall be proportionate to the hours worked by the employee in the month in which the time was earned.

Thereafter, should the part-time employee continue to be employed by the County, as the employee attains the years of service as delineated for full-time employees in Paragraph (A) (2) – (A) (8) of Article 18, the employee may earn additional vacation time. The additional earned vacation time shall be a prorated amount of the vacation leave granted to full-time employees within the same department and with the same number of years of service with the County. The exact prorated amount of vacation leave which may be earned will be determined based upon the total number of hours of the full-time employees working in the same department.

C. Part-time employees will be eligible for movement up the steps of the appropriate salary guide based on the length of employment, in a manner similar to the treatment of full-time employees. When a part-time employee works on a holiday, the employee is entitled to the appropriate holiday rate of pay, without consideration of a compensatory day off. Part-time employees who do not work on a holiday shall have no entitlement to payment for that day.

D. In the case of a part-time employee who becomes full-time in that position title, they shall retain their current step on the salary guide when going from part-time to full-time status. The same is also applicable in the case of a full-time employee who becomes a part-time employee in that position title.

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 government duties, provided that employee has acted within the scope of those duties and in accordance with the provisions of the law promulgated by the State of New Jersey.

ARTICLE 27 - TRANSPORTATION ALLOWANCE

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

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

C. Employees who are required to drive as part of their work duties for the County must hold and maintain a valid and current driver's license. In the event such employee has a driver's license suspended or revoked, the employee will be subject to demotion 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 employees, in accordance with present practice.

ARTICLE 29 - EMPLOYEE AUTOMOBILE INSURANCE

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

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

cover those situations in which an individual is authorized to use their 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 - SEVERANCE PAY

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

ARTICLE 31 - 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 their responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Employer will set up 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 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. 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 32 - LONGEVITY

A. Eligibility for longevity begins after the completion of 6 years of service.

The annual longevity payment for completed years of service shall be as follows:

1. Completion of 6 through 10 full-time years of service: \$600
2. Completion of 11 through 15 full-time years of service: \$1,000

3. Completion of 16 through 20 full-time years of service: \$1,400
4. Completion of 21 through 25 full-time years of service: \$1,800
5. Completion of 26 through 30 full-time years of service: \$2,200
6. Completion of 31+ years of full-time service and more: \$2,600

Years of completed service shall be computed from December 26th of any given year to December 25th of the following year.

B. Longevity pay will be given to eligible employees on or before December 15th.

ARTICLE 33 - PAYROLL DEDUCTION OF UNION DUES

A. The County agrees to deduct from the salaries of bargaining unit members' dues to the Union, Council No. 63, AFSCME, exclusively as said organization is the duly certified majority representative for employees in position titles covered by the Certification issued by the Public Employment Relations Commission, Docket No. RO-86-98. Deductions shall be made when authorized in writing to do so by each employee. Authorization must be in writing and comply with the provision of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law each pay period, and monies collected, together with a listing of the employees, shall be transmitted to Council 63, Nottingham Village Square, 2653-A Whitehorse-Hamilton Square Rd., Hamilton, NJ 08690 by the fifteenth (15th) day of each month following collection. The employee shall indicate in writing to the proper disbursing officer of the County their desire to have any deductions made from their salary for the purpose of paying the employee dues. Such disbursing officer shall make such deduction from the compensation of the employee and the disbursing officer shall transmit the sum so deducted to the Union as designated by the employee in their written request.

B. No other request for dues deductions for a labor organization shall be honored or processed by the County for any employee for position titles covered by the outstanding certification referred to above.

C. An authorization for deduction of membership dues in AFSCME, Council No. 63 shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes a leave of absence without pay for one (1) month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from their salary during such absence. Upon their return to employment at the termination of their leave, the County shall continue to deduct dues from their salary in accordance with the payroll deduction agreed upon by the parties.

D. The amount of monthly membership dues will be certified by the Director of Council No. 63 AFSCME in writing to the employer, and the amounts so certified will be uniform for all members of the Union.

E. An employee may withdraw dues deductions from the Union on July 1st of each year provided, however, that said employee gives notice of withdrawal to the County thirty (30) days in advance of their desire to withdraw. The filing of notice of withdrawal shall be effective to halt deductions as of July 1st following the date on which notice of withdrawal is filed.

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

G. 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 Clerk of the Board of County Commissioners or their designee. The Union shall indemnify, defend, and save the County 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 County in reliance upon salary deduction authorization cards submitted by the Union.

ARTICLE 34 - RULES OF THE EMPLOYER

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

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

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

ARTICLE 35 - UNIFORM AND MAINTENANCE ALLOWANCE

A. Newly hired employees or employees transferring into this bargaining unit, shall be required to purchase their initial uniforms. The uniforms shall be of the type, style, and/or color as listed in the departmental policy guide. Any changes to the required uniform other than the type, style, and/or color of the uniform shall be negotiated with the union. Should the County desire to

make any changes to the employee uniforms, the employer shall meet with the union six months in advance of the date of change to discuss reasons for such change. These discussions will be held for purposes of informing employees in advance of desired changes and to coordinate such changes in accordance with disbursement of contracted uniform allowance funds.

After completing their initial twelve (12) months of employment, an eligible employee shall receive a yearly uniform allowance for the purchase, maintenance, repair, or replacement of uniforms in the following manner:

B. All paid leaves of absence, including sick, personal, holiday, jury duty, vacation, and all other paid leaves of absence covered under this contract shall count as time worked for all uniform allowance computations.

C. A uniform allowance shall be paid annually to all eligible employees. Payment shall be distributed to all eligible employees within thirty (30) days after July 1st of each year.

D. In order to receive the full annual uniform allowance, an employee must work the previous twelve (12) months. Any employee that does not work the previous twelve (12) months shall receive the uniform allowance on a prorated basis. Employees must work fifteen (15) days out of each month for the month to qualify toward the uniform allowance. This clause shall cover newly hired employees with less than twelve months of employment.

E. Part-time employees must work a minimum of 320 hours within the designated twelve (12) month calendar period for which reimbursement is being calculated.

F. If an employee is promoted, demoted, or transferred from a position or title that receives a uniform allowance into a position or title that does not receive a uniform allowance, the employee shall receive a prorated uniform allowance for the time the employee worked within the uniform allowance eligible position or title.

G. The following employees shall receive an annual uniform allowance of one hundred, seventy-five dollars (\$175).

Warren County Communications Center

Public Safety Telecommunicator Trainee

Public Safety Telecommunicator

Senior Public Safety Telecommunicator

Additional titles may be added to the list of eligible titles during the term of this agreement upon the written consent of the Employer and the Union.

H. Uniforms that are destroyed or damaged beyond repair in the line of duty, shall be replaced by the employer provided that the original garment is submitted to the department head or their

designee for inspection accompanied by an incident report detailing as to how and where the garment was damaged and/or destroyed. If the department head or the designee determines that the damaged uniform garment was caused by a circumstance beyond the employee's control, the department head or designee shall approve the replacement of the uniform garment. The employee shall then purchase a replacement garment of the same or exact nature and submit the receipt to the County for reimbursement. A reimbursement check shall be issued to the employee within thirty (30) days of submitting the receipt. This clause shall not cover garments destroyed or damaged through normal wear and tear.

I. Employees receiving a uniform allowance shall only be required to sign a certification that they will spend the money provided for the purchase, repair, maintenance, or replacement of uniforms. As a result of this allowance, employees are expected to report to work in well maintained and proper uniform. Failure to do so may lead to appropriate discipline.

ARTICLE 36 - UNION PRIVILEGES

A. Bulletin Board

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

B. Use of Facilities and Equipment

The Employer agrees to permit the Union to use a County facility with prior approval of the Employer, upon written notice given five (5) days in advance upon the conditions that the Union agrees to indemnify and hold the County harmless for the use of the premises and to reimburse the County for any and all damages to County property caused by the Union's activities. The facilities to be used shall be limited to the meeting or conference rooms in the County Administration Building or Communication Center.

C. Management agrees to provide notification to the union president or their/her designee of any new hires that fall under the purview of this collective bargaining agreement. This information shall include the name, department, title, range, step, and salary of said employee. In addition management will provide a list of all employees who have retired or resigned from employment under this agreement in the final month of each calendar year.

D. See Appendix A for Memorandum of Agreement (MOA) between AFSCME Local 3287A and the County of Warren. As a result of the passage of the NJ Workplace Democracy Enhancement Act – Public Law 2018, Chapter 15, the MOA addresses the sharing of employee information and the union’s use of the employer’s email messaging system.

ARTICLE 37 - ACCESS TO PERSONNEL FOLDERS AND EVALUATION

A. Upon prior written request to the Personnel Department, each employee shall, if they request, be given an opportunity by appointment to review any evaluation of their work performance or conduct prepared and included in their permanent personnel folder. An employee is permitted no more than one such request during each four (4) month period. They may file a written response to such materials within ten (10) work days after reviewing same and, if requested, such response will be attached to and retained with the particular instrument concerned. Any records concerning the performance or conduct of an employee that are passed from one supervisor to another upon the transfer of an employee or their/her supervisor will be available for review by the employee upon request. Once a year, an employee may submit a written request to the Personnel Department asking to receive a copy of all disciplinary paperwork which is located within the employee’s personnel folder.

B. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon. After the evaluation form has been signed by the employee, no changes shall be made on that evaluation form. A copy of the employee’s evaluation shall be provided to the employee upon request.

ARTICLE 38 - DISCIPLINE

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

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

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

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

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

F. At any disciplinary hearing, the employee may be represented by their steward, and/or local Union president and other local union officer and/or Council No. 63 representative.

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

H. All such hearings shall follow the following format:

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

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

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

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

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

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

ARTICLE 39 - SUBCONTRACTING OF WORK

A. Nothing contained in this Agreement shall in any way limit the right of the County to hire or engage the services of outside firms or individuals for the purpose of contracting or subcontracting of any work normally performed by employees in this bargaining unit.

B. The County and the Union agree to discuss the impact of subcontracting or contracting out of work normally performed by bargaining unit members to the extent permitted by law. This discussion may only be held if a layoff or job displacement will result and if the proposed subcontract is based solely on fiscal consideration.

C. The Union must request the opportunity to discuss the impact of a decision to subcontract or contract out work within thirty (30) days after such action is taken by the Board of County Commissioners. Failure of the Union to make such a timely request shall act as a waiver and shall bar the Union from seeking to discuss the impact of this action.

ARTICLE 40 - APPLICATION OF SALARY AND BENEFITS

A. Retroactivity

1. Salary adjustments will be paid retroactively only to those employees in the employ of the County as of January 1, 2024 or who retired (within the meaning of PERS) from the employ of the County or who died or who were on layoff after January 1, 2024, and prior to the signing of this Agreement. Retroactivity in salary shall include retroactive overtime pay at time and one-half (1½) for all hours worked in excess of forty (40) hours. New or increased differentials shall be effective upon the execution of this Agreement by both parties.

2. During any leave of absence without pay, the employee's medical benefits shall be continued provided that the cost thereof (normally paid by the Employer) is paid by the employee to the insurance carrier through the Employer, except as otherwise provided under Family Medical Leave Act or New Jersey Family Leave Act. This matter will not be subject to the grievance procedure.

ARTICLE 41 - EDUCATION BENEFIT

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

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

B. Reimbursement will be contingent upon:

1. By no later than the first day of the course, an interested employee must submit a written request for course work. The request must be presented to the employee's department head for initial approval and to the County Administrator and Personnel Department for final approval and authorization that funds are available. The employee will be notified as to the approval or disapproval of their 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 vacation time per week may be granted with the supervisor's approval.

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 of the Employer to be entitled to financial reimbursement. As an exception to the foregoing, an employee who has been employed for more than one (1) year by the Employer, even though not yet “permanent” due to Civil Service procedures, will be eligible for this benefit, provided that if the employee cannot continue employment with the Employer for at least one (1) year pursuant to the provisions of subsection 8 below due to the failure of Civil Service to make the employee “permanent”, in that event the employee will be required to repay the Employer the financial value of the tuition reimbursement that has not been repaid via said work commitment.
8. Employees must sign a service agreement commitment that they will continue employment with the Employer for at least one (1) year after the tuition reimbursement. If the employee terminates employment before completion of the agreement, they must repay the Employer the financial value of the tuition reimbursement that has not been repaid via the above work commitment.
9. Employees who are the recipient of tuition grants, military or veteran funding, or any other educational tuition assistance, may be considered ineligible for County tuition reimbursement based on the amount of such funding. In instances where employees are recipients of other tuition assistance, documentation must be provided to the Personnel Department before approval is granted for tuition reimbursement.
10. The following annual amount will be appropriated by the Employer: Ten thousand dollars (\$10,000) will be available for reimbursement to eligible employees on a “first come, first served” basis until such time as the appropriation is depleted.

ARTICLE 42 - RANGE COMMITTEE

There is hereby created a joint committee consisting of three (3) persons representing the Employer and three (3) persons representing the Union. This committee shall meet on an as-needed basis to review existing job titles and salary ranges. Upon written request by either party, this committee

shall meet within 30 days after receipt of the request, provided however that no meetings of this committee shall take place during the last 6 months of the term of this agreement.

ARTICLE 43 - PRIOR BENEFITS AND PRACTICES

Existing benefits which are set forth as policies, practices and general working conditions 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.

ARTICLE 44 - SEPARABILITY AND SAVINGS

A. 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.

B. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 45 - 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, subject to the provisions of Article 35.

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


ARTICLE 46 - TERM OF AGREEMENT

A. Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing January 1, 2024, and shall remain in effect and full force through December 31, 2026.


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

C. Copies of this Agreement when executed shall be distributed to all employees of the Employer. The expense for printing and distribution of the Agreement shall be shared equally by the Union and the Employer. The parties agree to use 8½ by 11” commercially copied format.


IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be signed by their duly authorized representatives as of this 10TH day of: July 2024.




ATTEST
Alex J. Lazorisak
Warren County Administrator



WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
James Kern, Director



ATTEST
Tracy Smith, Staff Representative
AFSCME NJ Council 63



AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES COUNCIL NO. 63, LOCAL 3287A
President

SCHEDULE A - NON-SUPERVISORY EMPLOYEE TITLES

- Public Safety Telecommunicator Trainee
- Public Safety Telecommunicator
- Senior Public Safety Telecommunicator

**SCHEDULE B - PUBLIC SAFETY TELECOMMUNICATOR & TRAINEE (PSTT) SALARY
TABLE**

<u>Step</u>		<u>2024</u>	<u>2025</u>	<u>2026</u>
1)	PSTT(a)	41,992	42,832	43,689
2)	PSTT(b)	43,083	43,945	44,824
3)		46,093	47,015	47,955
4)		47,352	48,299	49,265
5)		48,617	49,589	50,581
6)		49,876	50,874	51,891
7)		51,139	52,162	53,205
8)		52,399	53,447	54,516
9)		53,661	54,734	55,829
10)		54,922	56,020	57,140
11)		56,179	57,303	58,449
12)		57,444	58,593	59,765
13)		58,706	59,880	61,078
14)		59,967	61,166	62,389
15)		61,229	62,454	63,703
16)		62,487	63,737	65,012
17)		63,749	65,024	66,324
18)		65,011	66,311	67,637
19)		66,275	67,601	68,953
20)		67,533	68,884	70,262
21)		68,730	70,105	71,507

SCHEDULE C - SENIOR PUBLIC SAFETY TELECOMMUNICATOR SALARY TABLE

<u>Step</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
1)	48,037	48,998	49,978
2)	49,426	50,415	51,423
3)	50,813	51,829	52,866
4)	52,207	53,251	54,316
5)	53,591	54,663	55,756
6)	54,985	56,085	57,207
7)	56,372	57,499	58,649
8)	57,764	58,919	60,097
9)	59,154	60,337	61,544
10)	60,542	61,753	62,988
11)	61,935	63,174	64,437
12)	63,325	64,592	65,884
13)	64,714	66,008	67,328
14)	66,104	67,426	68,775
15)	67,492	68,842	70,219
16)	68,883	70,261	71,666
17)	70,271	71,676	73,110
18)	71,661	73,094	74,556
19)	73,051	74,512	76,002
20)	74,442	75,931	77,450
21)	75,761	77,276	78,822

SCHEDULE D - PUBLIC SAFETY TELECOMMUNICATOR SCHEDULE

The schedule used for 911 communications personnel will be based on a Pitman Schedule as recognized by the Fair Labor Standards Act. The schedule will reflect 80 hours per pay period, 2080 hours annually. Under the Pittman Schedule, employees shall not be scheduled in excess of 56 hours per week, and not more than 80 hours per pay period; or an aggregate of 1040 hours in a 26 consecutive week period. Hours in excess of these amounts will be recorded as overtime or compensatory time (as per contract) and computed as time and one-half the employee's hourly rate.

Sick, Vacation & Holiday Time

Sick time will be charged on an hour-for-hour basis. If an employee calls in sick on a 12-hour shift, the employee will be charged 12-hours of sick time.

Vacation, Holiday, and Personal days will be taken in 8-hour allotments. With the exception of personal days, request for vacation shall follow Article 18 E (2). A request for one day off will be charged to a scheduled 8-hour shift. When a request is made for two consecutive days off: one day will be charged at the scheduled 8-hour shift, the other to a scheduled 12-hour shift. Where the 12-hour shift is concerned, 8-hours will be charged with the remaining 4 hours being transferred to an 8-hour shift in the following week, resulting in a 12-hour shift. Attempts will be made to schedule all employees two weeks in advance.

APPENDIX A: WDEA MEMORANDUM OF AGREEMENT

THIS is an Agreement made by and between the County of Warren (“County”) and Local 3287A of the American Federation of State, County, and Municipal Employees - AFSCME (“Union”) relating to the administration of the parties’ rights and responsibilities arising out of the New Jersey Workplace Democracy Enhancement Act.

WHEREAS, the County and the Union are parties to a collective negotiation agreement covering the period between January 1, 2024 through December 31, 2026; and

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 recently 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 AFSCME Local 3287A 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 AFSCME Local 3287A or his/her designee, every 120 days a list of all AFSCME Local 3287A 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 AFSCME Local 3287A 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 AFSCME Local 3287A 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 Email Messaging Policy and 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.

American Federation of State, County and
Municipal Employees (AFSCME) Local 3287A

County of Warren

By: F. Omer
President

By: [Signature]
Administrator

Date: 6/30/24

Date: 7/10/24