

Contract no 698

AGREEMENT

Between

THE GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS
COUNTY CLERK, SURROGATE, AND SHERIFF

and

THE COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO

January 1, 1989 through December 31, 1991

Blue and White Collar, Supervisory, and Row Office
Bargaining Units

Local 1085

LIBRARY
INSTITUTE OF MANAGEMENT
RUTGERS UNIVERSITY

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PREAMBLE

This AGREEMENT is entered into by and between the GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS, together with the COUNTY CLERK, SURROGATE AND SHERIFF of Gloucester County (which parties are referred to hereinafter as the "Employer") and the COMMUNICATIONS WORKERS OF AMERICA, together with the Gloucester County Supervisory Unit thereof (hereinafter referred to as the "Union"), for the purpose of establishing wages, hours and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein, the parties agree as follows:

ARTICLE I

RECOGNITION

Section 1

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment for all employees in the Blue and White Collar, Supervisory and Row Office bargaining units, including craft employees. Part-time employees who work twenty (20) hours or more per week shall be included. Twenty (20) hours shall mean an average of twenty (20) hours in the three (3) month period prior to January 1, April 1, July 1 and October 1 of each year

Recognition (continued)

(or ninety [90] days for newly hired employees). Excluded from the aforementioned units are managerial executives, confidential, police and fire employees, part time employees who work less than twenty (20) hours as defined above, and employees who are represented in other units, as well as temporary and interim employees other than those specified below.

Section 2

Any employee who occupies a temporary position for an aggregate of six (6) months or more in any twelve (12) month period or which position is intended by the Employer to be occupied for an aggregate of six (6) or more months in a twelve (12) month period, shall be included in the appropriate unit. Interim employees (as defined by the New Jersey State Department of Personnel) who have filled a vacancy in the unit for twelve (12) consecutive months shall be included in the appropriate unit. It is further understood that all unit members who accept temporary or interim assignments to perform other bargaining-unit work shall continue to be represented.

Section 3

Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females.

ARTICLE IIRESPONSIBLE UNION-EMPLOYER RELATIONSHIP

The Employer and the Union recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract.

ARTICLE IIINON-DISCRIMINATION

In accordance with and to the extent of statute, no employee will be discriminated against on the basis of race, creed, color, national origin, sex, marital status, age, religious opinions or affiliation, handicaps or legal participation or non-participation in Union activities.

ARTICLE IVDEDUCTION OF UNION DUES AND REPRESENTATION FEESSection 1

The Employer agrees to make payroll deductions of Union dues when authorized to do so by the employee on the appropriate form. The amount of such deductions shall be certified to the Employer

Deduction of Union Dues and Representation Fees (continued)

by the Secretary-Treasurer of the Union. The Employer shall remit the dues to the Union: Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, DC 20006, by the last day of the month following the calendar month in which such deductions are made (or earlier, if reasonably possible) together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local President. Dues deductions for employees in the bargaining unit(s) may not be made for any other employee organization.

Section 2

In the event any employee withdraws his or her authorization for dues deduction by notice to the Employer, such dues shall be halted as of January 1 or July 1 next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.

Section 3

For all employees in the bargaining unit(s) who do not pay dues in accordance with Section 1 above, the Employer shall instead deduct a representation fee equal to a percent of the appropriate dues as certified by the Union, pursuant to Chapter 477, Laws of 1979.

Section 4

The Union represents that it has established a demand and return system in accordance with law.

Section 5

It is agreed that the Employer shall have no other obligation or liability, financial or otherwise (other than set forth

Deduction of Union Dues and Representation Fees (continued)

herein), because of actions arising out of the understandings expressed in the language of this section. It is further understood that once the funds deducted are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this section.

ARTICLE VHOURS OF WORK AND PAYDAYSSection 1

The current hours of work, including meal and break times shall be maintained. In cases where there is more than one shift for employees in a given title, seniority shall be a consideration in assignment or reassignment of employees to a shift. Full-time workweeks shall be as follows, depending upon department and/or job classification.

- a. 32 1/2 hours Monday through Friday
- b. 35 hours Monday through Friday
- c. 40 hours Monday through Friday
- d. 40 hours, five days per week including scheduled weekends
- e. Irregular (40-hour average), including scheduled weekends.

Hours of Work and Paydays (Continued)Section 2

Part-time salaried employees covered by this Agreement shall be assigned to work a portion of the standard full-time workweek. Employees in hourly positions covered by this Agreement shall be assigned to work at least 20 hours per week on average.

Section 3

During the month of May 1989, all employees who are currently paid on a weekly basis will be converted to a bi-weekly payroll. The final weekly paychecks will be issued on Thursday, May 11, instead of Tuesday, May 9, and will include one extra day's pay as a bonus for each affected employee. Thereafter, all employees will be on the same bi-weekly payroll.

Section 4

Commencing July 1, 1989, the following shifts will be utilized for scheduling of employees in the areas specified:

a. Motor Pool: 7:00 a.m. to 3:30 p.m. and 8:00 a.m. to 4:30 p.m. weekdays, inclusive of a half-hour unpaid lunch break.

b. Juvenile Detention Officers: 1:00 p.m. to 9:00 p.m. and 2:00 p.m. to 10:00 p.m. daily, inclusive of a one-hour paid lunch break (to be used in addition to current shifts).

c. Treasurer's Office and Purchasing Department: 8:00 a.m. to 3:30 p.m. or 8:30 a.m. to 4:00 p.m. weekdays, inclusive of a one-hour unpaid lunch break.

Section 5

Effective July 1, 1989, the following changes will be made with respect to hours of work for the employees specified:

a. Building Maintenance and Building Service Workers in the Buildings & Grounds Department who are assigned to the night shift will work a 32.5 hour week, from 4:30 to 11:00 p.m.,

Hours of Work and Paydays (continued)

Monday through Friday, inclusive of a half-hour paid lunch break. The annual salaries of such employees shall not be affected.

b. Employees of the Health Department shall work a 35-hour week, from 8:00 a.m. to 4:00 p.m., Monday through Friday, inclusive of a one-hour unpaid lunch break. The annual salaries for such employees shall be adjusted in accordance with Article VI, Section 7.

c. Employees of the Probation Department shall work a 35-hour week exclusive of a one (1) hour unpaid lunch break. The annual salaries for such employees shall be adjusted in accordance with Article VI, Section 7.

ARTICLE VISALARIES AND WAGESSection 1

General salary adjustments shall be granted to all employees as follows:

a. Effective January 1, 1989, each employee's salary shall be adjusted to the respective scale and step of Salary Schedule A (Appendix I), representing an increase of 5.5% over the employee's previous salary. Retroactive adjustments shall be made for all current employees and for all employees who have retired between January 1, 1989 and the signing of the Agreement. Such retroactive payment shall be made by separate paychecks, to be issued on May 18, 1989.

b. Effective January 1, 1990, each employee's salary shall be adjusted to the respective scale and step of Schedule B, representing an increase of 4.0% over Schedule A.

c. Effective July 1, 1990, each employee's salary

Salaries and Wages (continued)

shall be adjusted to the respective scale and step of Schedule C, representing an increase of 6.0% over Schedule A.

d. Effective January 1, 1991, each employee's salary shall be adjusted to the respective scale and step of Schedule D, representing an increase of 6.0% over Schedule C.

e. Employees who exceed the top step of their respective salary scales shall receive the same percentage adjustments as provided to those on steps.

Section 2

The starting salary for each job classification shall be step 1 of the appropriate scale. Incremental or step increases shall be granted annually to all employees on steps 1 through 8 as of their established increment dates. Increment dates shall be established as follows:

a. The increment date for each new employee shall be the first day of the calendar quarter following the employee's anniversary of hire.

b. The increment date for any employee who receives a salary increase of more than 8.0% because of promotion to a higher title shall become the first day of the calendar quarter following the employee's anniversary of promotion.

Notwithstanding the above increment dates, all employees whose salaries have been at step 8 or above for one year or more as of January 1, 1989 shall be moved to step 9 retroactively to that date. Employees whose salaries already exceed this new step shall not be affected.

Salaries and Wages (continued)Section 3

As of July 1 of each year, every employee whose salary has been at step 9 or above for one year or more shall receive a lump-sum longevity payment. For employees with less than 15 years' service, the longevity payment shall be equal to 2.75% of step 1 on the appropriate salary scale. For employees with 15 years' service or more, the longevity payment shall be equal to 3.5% of step 1.

Section 4

Part-time salaries or wages shall be calculated by using the hourly equivalent of the corresponding full-time salary figures.

Section 5

Any employee promoted to a higher job classification shall be placed on the lowest step of the new salary scale which shall reflect a minimum increase of 5% over the employee's former salary. Any employee demoted to a lower job classification shall be placed on the highest step of the new salary which shall reflect a minimum decrease of 4.75% under the employee's former salary.

Section 6

Each job classification shall be assigned a salary scale as shown in Appendix II or as otherwise agreed by the parties. The Employer agrees to salary increases for upgrading such job classifications as the parties shall determine to be appropriate, based on comparative evaluations of the duties, responsibilities and requirements thereof, to be determined on or before July 1, 1989 and to be effective during the life of this Agreement.

Salaries and Wages (continued)Section 7

Employees whose hours of work are increased in accordance with Article V, Section 5, will have their annual salaries adjusted upward by one scale plus one step, effective July 1, 1989; provided, however, that any such employee who is already at step 9 of the former scale shall receive a longevity bonus in lieu of the step increase.

ARTICLE VIICALL-IN AND STAND-BY PAYSection 1

Employees of the Highway, Engineering and Health Departments may be assigned stand-by duty provided, however, that such assignment is in writing. Employees when assigned to stand-by duty shall be provided with beepers and shall remain within beeper range so as to be immediately available for recall to work. Stand-by pay shall consist of one (1) hour of regular straight time pay for every eight (8) hours of stand-by duty assignment or major fraction thereof.

Section 2

Any employee who is called to work prior to his or her next scheduled work period shall be paid for not less than two (2) hours of work, unless the call-in immediately precedes the employee's normal workday. In those cases where the call-in is not contiguous to the regular shift, the employee shall be compensated for mileage to and from home only for the most direct round-trip route.

Section 3

If an employee is expressly required in writing to carry a "beeper" while off duty, he/she will be paid a stipend of ten (\$10.00) dollars per month, which amount shall be increased to fifteen (\$15.00) dollars per month effective June 1, 1989.

ARTICLE VIII
SHIFT DIFFERENTIAL

An hourly shift differential of \$0.25 shall be applied to any shift commencing after 12:00 noon for employees of the Shady Lane Home, Juvenile Detention Center, Parks & Recreation Department, Regional Communications Center, Sheriff's Department and Boiler Operators in the Buildings & Grounds Department.

ARTICLE IX
OUT-OF-TITLE COMPENSATION

Any employee who is expressly assigned in writing to work in a higher job classification in excess of five (5) consecutive work days or an aggregate in excess of twenty-five (25) work days in a calendar year, shall be paid for such time as if temporarily promoted in accordance with Article VI, Section 5, commencing with the sixth (6th) consecutive work day or twenty-sixth (26th) aggregate work day in a calendar year, whichever is applicable. It is understood that no such assignment shall be made except in writing.

ARTICLE X

OVERTIME COMPENSATION

Section 1

Employees shall be compensated for overtime as follows:

a. Employees who are required to work more than 40 hours net per week shall be paid time-and-a-half for all time worked in excess of 40 hours. Notwithstanding this provision, employees with irregular workweeks averaging 40 hours per week shall be paid time-and-a-half for time worked in excess of their scheduled workweek only.

b. Employees on a 32 1/2-hour workweek shall be compensated at straight time either in cash or compensatory time off, at the Employer's option, for the first 7 1/2 hours of overtime per week.

c. Employees in positions that currently have a 35-hour workweek shall be paid at straight time for the first 5 hours of overtime per week. In lieu of cash, employees may elect compensatory time off if agreeable to the Employer.

Section 2

Paid unworked time shall be considered as time worked for overtime compensation purposes. In addition, approved individual days of unpaid leave for Union business will also be considered as time worked for overtime purposes.

There shall be no pyramiding of time or overtime.

Section 3

Employees who are required to work overtime past 7:30 p.m. shall be entitled to dinner at the Employer's expense, provided

Overtime Compensation (continued)

the employee has been on duty (whether regular or overtime) for at least four (4) hours. The Employer shall also arrange for meals at intervals of no less than four (4) hours for employees on overtime duty, or as nearly thereto as possible. Meal allowances shall consist of \$5.00 for breakfast and \$8.00 for dinner, unless a meal is provided by the Employer.

Section 4

Overtime work shall be offered to employees as equitably as possible, in the appropriate job functions, who are willing to work such overtime utilizing a rotating overtime list whenever practicable. No employee shall be required to work overtime provided that other qualified employees in the appropriate job functions are available and willing to work. It is understood that the qualifications for performing the work are to be determined solely by the Employer and where necessary, all employees may be required to work a reasonable amount of overtime. Overtime records shall be made available to the Union upon reasonable request.

Section 5

a. Employees shall be responsible for using compensatory time off with reasonable promptness, by no later than the end of the calendar year in which it is earned. However, employees shall be permitted to carry over compensatory time off for any of the following reasons:

- (1) The time was earned in the month of December;

Overtime Compensation (continued)

(2) The employee was prevented from using his or her comp time because of the pressure of County business or because of approved absence from duty;

(3) The employee's comp time balance is less than one full working day.

b. Employees who fail to use their accumulated comp time by the end of the calendar year, unless for a reason as specified above, shall have such comp time scheduled for them at the convenience of the Employer. Employees who resign in good standing with a balance of unused comp time shall be paid at their regular straight time rate of pay for such time. Official comp time records shall be made available for inspection by employees upon reasonable request.

ARTICLE XI

REIMBURSEMENT FOR TRAVEL

Section 1

The Employer agrees to reimburse employees who are required to use their personal vehicles for work at the rate of 20¢ per mile. Effective June 1, 1989, the mileage rate shall be increased to 21¢ per mile.

Section 2

In the event any employee is required to travel outside Gloucester County in the course of employment, he/she will be reimbursed for necessary meal expenses at a maximum rate of four

Reimbursement for Travel (continued)

(\$4.00) dollars for breakfast, six (\$6.00) dollars for lunch, and nine (\$9.00) dollars for dinner. Nothing herein shall preclude management from allowing a higher rate or including an in-county meal allowance at its sole discretion because of unusual circumstances.

ARTICLE XIIUNIFORM ALLOWANCES AND TOOLSSection 1

The Employer shall continue to provide uniforms for each employee required to wear a uniform in the following departments: Highway, Buildings & Grounds, Parks & Recreation, Motor Pool, Communications Center and Engineering. Effective July 1, 1989, uniformed employees of the Highway, Motor Pool and Engineering Departments shall also be supplied annually with work shoes as agreed by the parties. Such employees shall be required to wear the work shoes provided while on duty. For uniformed employees of Shady Lane Home, the Employer agrees to provide an annual uniform allowance to each employee of two hundred (\$200.00) dollars payable in semi-annual installments coinciding with the second pay of July and second pay of December. Nurses and health aides at the Health Department will each be supplied with two lab coats annually.

Section 2

Except for "craft" personnel, tools required to be used by employees in other job functions shall be supplied by the

Uniform Allowances and Tools (continued)

Employer. Employees shall be responsible for maintenance and retention of issued tools.

Section 3

For all "craft" employees who are required to furnish their own tools on the job, The County will replace or pay the actual value of any such tools which may be stolen or destroyed by fire or other catastrophe, up to a maximum of \$1,000, less a deductible of \$100. The County will not be responsible for replacing tools which are broken, worn out, or mislaid by employees. Employees may be required to furnish an inventory of all personally owned tools which are kept on County premises, to be verified by the appropriate supervisor or department head.

Section 4

The County will provide employees with appropriate safety equipment where necessary. Failure of employees to use safety equipment provided will result in the employees being subject to discipline.

Section 5

Cooks and nurses working in the County Jail, communications operators and court attendants shall continue to receive the current stipend and/or allowances for uniforms in the amount of three hundred (\$300.00) dollars payable in semi-annual installments coinciding with the second payday of July and the second payday of December.

ARTICLE XIII

EDUCATIONAL ASSISTANCE

Section 1

a. The Employer agrees to reimburse employees for tuition upon satisfactory completion of courses leading to advancement or improvement of skills in the employee's field or to maintain required licensure or certification as determined by the Employer. The maximum reimbursement for each employee shall be as noted below:

January 1, 1989 - \$400.00 annually
January 1, 1990 - 425.00 annually
January 1, 1991 - 450.00 annually

b. Requests for educational assistance shall be submitted to the Employer prior to enrollment and approval of such payment must be obtained prior to enrollment.

ARTICLE XIV

HEALTH BENEFITS

Section 1

The Employer agrees to continue the following insurance coverage for each employee and his or her family:

- a. Blue Cross, Blue Shield, Major Medical, and Rider J (or equivalent, as contained in the State Health Benefits Plan).
- b. A \$1.50 co-payment prescription plan.
- c. A vision care plan (current plan or equivalent).

Section 2

The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits

Health Benefits (continued)

Law. Coverage will be financed by employer-employee contributions as required by law.

Section 3

The Employer agrees to continue single-coverage dental insurance for each employee. Effective July 1, 1989, the benefit shall be increased to a maximum cost of twelve (\$12.00) dollars per month per employee, for such additional coverage as the parties shall agree upon.

Section 4

a. The Employer shall pay for insurance coverage under the State Health Benefits Program for all employees who retire with twenty-five (25) years or more of service, in accordance with State law.

b. In addition, effective January 1, 1991, the Employer will provide for continuation of prescription benefits to all employees who retire with twenty-five (25) years or more of service in the County. Such coverage shall be limited to employee and spouse only.

Section 5

The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

ARTICLE XVCREDIT UNION CHECKOFF

The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate credit union as authorized by N.J.S.A. 40A:9-17.

ARTICLE XVIVACATION

Section 1

All full-time employees shall be credited with paid vacation leave at their regular rate of pay, based on years of service, and which may be taken in whole or one-half (1/2) days as follows:

a. During the first calendar year of employment: One (1) working day of vacation for each full month of service or major fraction thereof.

b. During each succeeding year, through the calendar year prior to the year in which the 5th service anniversary falls: Twelve (12) working days of vacation.

c. During the year in which the 5th service anniversary falls, vacation leave will be allowed in accordance with the employee's anniversary date as follows:

January 1 - February 29	15 vacation days
March 1 - June 30	14 vacation days
July 1 - October 31	13 vacation days
November 1 - December 31	12 vacation days

d. During each succeeding year, through the calendar year prior to the year in which the 12th service anniversary falls: Fifteen (15) working days for vacation.

e. During the year in which the 12th service anniversary falls, vacation leave will be allowed in accordance with the employee's anniversary date as follows:

Vacation (continued)

January 1 - February 6	20 vacation days
February 7 - April 18	19 vacation days
April 19 - June 30	18 vacation days
July 1 - September 12	17 vacation days
September 13 - November 24	16 vacation days
November 25 - December 31	15 vacation days

f. During each succeeding year, through the calendar year prior to the year in which the 20th service anniversary falls: Twenty (20) working days of vacation.

g. During the year in which the 20th service anniversary falls, vacation leave will be allowed in accordance with the employee's anniversary date as follows:

January 1 - February 6	25 vacation days
February 7 - April 18	24 vacation days
April 19 - June 30	23 vacation days
July 1 - September 12	22 vacation days
September 13 - November 24	21 vacation days
November 25 - December 31	20 vacation days

h. Each succeeding year would receive, thereafter: Twenty-five (25) working days of vacation.

Vacation allowances for part-time employees will be pro-rated.

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Vacation (continued)Section 2

Employees shall be permitted to carry over five (5) vacation days or fewer from one calendar year to the next, at their option. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of County business. All vacation leave carried over must be used in the succeeding calendar year.

Section 3

Upon the death of an employee, any earned vacation leave not used shall be calculated and paid to the estate.

An employee retiring, or otherwise separating, shall be entitled to pro-rata allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from the preceding calendar year will be included.

Section 4

The Employer may provide a specified period at the beginning of each calendar year for employees to apply for a particular vacation time. Vacation requests submitted during this period

that the granting of such vacation shall be subject to the operational requirements as defined by the Employer. The Employer reserves the right to approve scheduling of vacations in accordance with the provisions of this Article.

ARTICLE XVII HOLIDAYS

Section 1

There shall be a minimum of fourteen (14) holidays per year in accordance with the schedule below:

New Year's Day	Labor Day
King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Additional holidays shall be granted as legally mandated or by determination of the Employer. Holidays that fall on Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday.

Section 2

To be eligible for holiday pay, an employee must be on active pay status and must have received payment for his last scheduled day before and first scheduled day after the holiday, or the employee must be on an unpaid Union leave.

Section 3

Employees shall be entitled to compensatory time off at straight time for work performed on non-premium holidays. Such compensatory time off shall be used within sixty (60) calendar days at a time mutually agreeable to the Employer and employee. Work performed on premium holidays (New Year's Day, Independence Day [July 4th], Thanksgiving, and Christmas Day) shall be compensated in cash at time-and-one-half for time worked in addition to straight-time pay for the holiday as such. Christmas Day and New Year's Day shall be reckoned as the actual date on which they occur for the purposes of determining the date of the premium holiday.

Section 4

If a holiday falls on an employee's regular day off, he/she shall be entitled to take a substitute day off within sixty (60) calendar days at a time that is mutually agreeable to the Employer and employee.

Vacation (continued)

will be granted based upon seniority and subject to the operational requirements as defined by the Employer. If there is a conflict between employees in the same job function for utilizing available scheduled vacation, seniority, which is defined as service with the Employer, shall prevail. In all other cases outside the specified selection period noted above, where a scheduling conflict arises, preference will be given to those vacation requests which are submitted first; provided however that if two or more requests are received simultaneously, seniority will prevail, and further provided that the granting of such vacation shall be subject to the operational requirements as defined by the Employer. The Employer reserves the right to approve scheduling of vacations in accordance with the provisions of this Article.

ARTICLE XVIIHOLIDAYSSection 1

There shall be a minimum of fourteen (14) holidays per year in accordance with the schedule below:

New Year's Day	Labor Day
King's Birthday	Columbus Day
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Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

Additional holidays shall be granted as legally mandated or by determination of the Employer.

Holidays (continued)

Holidays that fall on Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday.

Section 2

To be eligible for holiday pay, an employee must be on active pay status and must have received payment for his last scheduled day before and first scheduled day after the holiday or the employee must be on an unpaid Union leave.

Section 3

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Section 4

If a holiday falls on an employee's regular day off, he/she shall be entitled to take a substitute day off within sixty (60) calendar days at a time that is mutually agreeable to the Employer and employee.

ARTICLE XVIIISICK, DISABILITY AND BEREAVEMENT LEAVESection 1

During the initial calendar year of employment, full-time employees shall be credited with sick leave on the basis of one (1) day for each full month of service or major fraction thereof. Thereafter, full-time employees shall earn sick leave at the rate of one and one quarter (1 1/4) days for each full month of service or major fraction thereof, but credited on January 1st of each year. If an employee resigns or otherwise separates from employment with the County, the employee shall be liable for any paid sick leave which has been used in excess of the employee's earned allotment and the excess of earned time is to be collectible by the employer. Unused sick leave shall accumulate to the employee's credit from year to year.

Sick leave for part-time employees shall be pro-rated.

Section 2

Sick leave may be used in whole days or in partial days by hour at the employee's regular rate of pay in case of personal illness, accident, exposure to contagious disease, or on a short-term basis to care for a member of the employee's immediate family who is seriously ill. "Immediate family" shall consist of father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and any relative of the employee residing in the employee's household.

Sick, Disability and Bereavement Leave (continued)Section 3Reporting of Absence on Sick Leave

a. If an employee is absent for reasons that entitle the employee to sick leave, the appropriate supervisor shall be notified promptly as of the employee's usual reporting time, except that in the following work situations notice must be given one (1) hour prior to the employee's starting time:

Shady Lane Home

Juvenile Detention Center

Communication Center

Boiler Operators (Buildings and Grounds).

The Personnel Director may, upon notice to the Union, add to the aforementioned listing of those work situations requiring the one (1) hour prior notice.

b. Failure by the employee without sufficient cause to give the required notice may result in denial of sick leave for absence and constitute cause for disciplinary action.

c. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 4Verification of Sick Leave

a. Should medical evidence be required under the circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. Such evidence shall include a statement certifying that

Sick, Disability and Bereavement Leave (continued)

the employee is fit to return to his or her job. Abuse of sick leave shall be cause for disciplinary action.

b. The County may also require an employee who has been absent because of personal illness, before returning to duty, to be examined, at the expense of the County, by a physician chosen by the employee from a panel of physicians designated by the County. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the employee or other employees.

Section 5Workers' Compensation

In case of disability due to illness or injury as a result of, or arising from an employee's job, the Employer shall provide paid disability leave not to exceed one (1) year in length. While on such paid disability leave, the employee may accrue vacation and sick leave and will be covered by the health insurance provisions of this Agreement. In no event, however, shall the employee be entitled in any calendar year to more than fifty-two (52) weeks of paid leave inclusive of sick and vacation time. The employee will accrue clothing allowance on a pro-rated basis for the time actually worked during the year. Employees shall not be required to use their regular sick leave in such cases, provided that the insurance carrier has determined that the disability is job connected. In the event the employee

Sick, Disability and Bereavement Leave (continued)

receives periodic Workers' Compensation benefits in lieu of wages, disability leave payments will be offset or reduced correspondingly to prevent duplication.

Section 6

Bereavement Leave

- a. Employees covered under this Agreement shall suffer no loss of regular straight-time pay, up to a maximum of four (4) days annually (but not to exceed three [3] days in any one instance) for death in the immediate family.
- b. For purposes of this section, immediate family shall be defined as noted in Section 2 above.
- c. Sick leave may be utilized for bereavement leave for time in excess of the bereavement leave provided for in this section.

Section 7

In the event an employee requires sick or bereavement leave while on an approved vacation or administrative leave, the employee shall be permitted to substitute such leave accordingly with appropriate verification.

ARTICLE XIXMISCELLANEOUS PAID LEAVESSection 1Administrative Leave

Employees shall be allowed two (2) days off with pay annually for personal business that cannot be disposed of outside working hours, except that employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first calendar year of service. Administrative leave shall not be granted on the day before or the day after a holiday or vacation. In its sole discretion, however, the County in extraordinary circumstances may waive the aforementioned sentence. Except in cases of emergency, requests for administrative leave shall be submitted at least two (2) working days in advance to the appropriate Department Head. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered or obstructed.

Section 2Emergency Excusals

In case of adverse weather or other emergency, the Employer may, at its discretion, excuse the employees from work without loss of pay. Employees who are required to work on such days while the rest of the work force is excused shall receive straight time, compensatory time or cash at the option of the County. The

Miscellaneous Paid Leaves

Employer shall also provide a central telephone number for employees to call for notice of emergency excusals.

Section 3Jury Duty

Employees called for jury duty shall not suffer loss of pay for such necessary service. Appropriate pay shall not include jury fees.

ARTICLE XXUNPAID LEAVES OF ABSENCESection 1

Upon request, an employee may be granted a leave of absence without pay for up to six months where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant. Pregnancy shall be considered the same as any other disability for purposes of medical leave. It is understood that child care leave for care of an infant less than sixty (60) days of age at commencement of such leave is provided in this section.

Section 2

Disability due to pregnancy shall be considered as any other disability in accordance with Federal law.

Unpaid Leaves of Absence (continued)Section 3

Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage for up to nine months after employer-paid coverage ends by pre-paying the monthly premiums at least 30 days before the coverage month.

ARTICLE XXIUNION LEAVESection 1

The Employer agrees to allow a total of fifty (50) days' aggregate unpaid leave annually for all employees of the County Freeholder Board, Judiciary, Row Officers, and Mosquito Commission who are represented by the Union to participate in Union activities. Such days may be utilized in one-half day increments. If, however, the Local President is a member of the bargaining unit(s) covered by this Agreement, the Employer agrees to allow seventy-five (75) unpaid days, to be used either for training activities or by the Local President at his or her discretion. Requests for union leave days shall be applied for by the Local President. All requests for Union leave must be submitted at least two (2) working days in advance to the appropriate Department Head. Mutual waiver of the notice requirement may be granted.

Union Leave (continued)Section 2

On request, the Employer shall allow six months unpaid leave for the Local President and one other employee to work in an elective or appointed Union position, provided the request is made at least twenty-one (21) days in advance. Such leaves shall be renewable for an additional six months, with the same notice requirement. Upon the expiration of such leave, full benefits shall be restored to the affected employees.

Section 3

No Union representative shall suffer a loss in pay while attending any jointly agreed Union-Employer meeting, or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time. This section is not intended to include time other than the regularly scheduled base work day.

ARTICLE XXIIGRIEVANCE PROCEDURESection 1

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements and standards of fairness. Nothing herein shall be construed as limiting the right of any employee

Grievance Procedure (continued)

having a grievance to discuss the matter informally with any appropriate supervisor.

Section 2

The term "grievance" as used herein shall mean an appeal of the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment.

Section 3

a. Election of remedies. In the event an appeal is taken by an employee or the Union on behalf of an employee to the State Merit System Board, Division on Civil Rights, court, or other forum provided by law, the appellant (i.e., employee and/or Union) shall waive any right and shall not be entitled to pursue the matter further by means of the grievance procedure set forth herein.

b. An aggrieved employee may be represented at all stages of the grievance procedure by a representative designated by the Union. If an employee chooses to present a grievance by himself or herself, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

c. Failure of the grievant to file or advance a grievance within the prescribed time limits shall constitute forfeiture.

d. Union representative(s) shall be afforded reasonable opportunity if necessary, upon request, to process grievances during working hours without loss of regular straight time pay,

Grievance Procedure (continued)

provided that permission is obtained in advance from the appropriate Department Head or his/her designee if time away from the job is required.

e. Time limits for filing or responding to grievances at any step may be extended by consent of the parties.

Section 4Step 1.

To be viable, the grievance must be filed within ten (10) working days of the occurrence that gave rise to the grievance. The grievance shall first be taken to the Department Head or designee, who shall make an effort to resolve the problem and respond within five (5) working days. At this level, a complaint or grievance shall be in writing and the response shall also be in writing.

Step 2.

If not resolved at the aforementioned level, the grievant shall, within ten (10) working days, submit the grievance in writing to the Personnel Director who shall render a decision within ten (10) working days thereafter. If requested, an informal conference will be provided prior to the Personnel Director's decision.

Step 3.

If the grievant is not satisfied with the decision of the Personnel Director, the matter may be appealed to the Board of Freeholders within fourteen (14) calendar days after receipt by filing the grievance with the Freeholder Director. The Freeholder Director shall consider the matter and render a decision on behalf

Grievance Procedure (continued)

of the Board within twenty-one (21) days. If a hearing is requested at this Step, the Freeholder Director may designate himself or a designee or the County Administrator or County Counsel to conduct the hearing, which shall be prior to the Freeholder Director's decision. If the grievant objects to the Director's decision, he/she may request the full Board to review the decision by filing notice to the Clerk of the Board within fourteen (14) calendar days after receipt. The Board may then consider the matter as a body, but shall not be required to do so unless so moved by one or more members of the Board. If no action is taken by the Board to reject or modify the Director's decision within twenty-one (21) calendar days, the decision shall stand.

Step 4.

a. If the Union is not satisfied with the response to the grievance at the preceding step, either by the Freeholder Director or by the full Board, demand for arbitration may be made by the Union to the Public Employment Relations Commission within thirty (30) calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

b. It is understood that arbitration shall be limited to grievances based upon the interpretation, application, or violation of an expressed provision of this Agreement.

c. The arbitrator shall not add to, subtract from, or

Grievance Procedure (continued)

modify the terms of this Agreement.

d. No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.

e. It is understood that arbitration is limited to the four corners of the Agreement and the arbitrator is not to consider any past practice precedent.

f. The arbitrator shall issue an Award in writing to the parties, which shall be final and binding.

g. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the County and the Union. Any other expenses shall be paid by the party incurring them.

Section 5

Employees of the County Clerk, Surrogate, and Sheriff shall follow the grievance procedure set forth above, with the following exceptions:

a. Grievances at Step 1 shall be presented to the Deputy County Clerk, Undersheriff, or Deputy Surrogate (or their designees) as appropriate.

b. Grievances at Step 2 shall be presented to the County Clerk, Surrogate, or Sheriff (or their designees) as appropriate.

c. Step 3 shall not apply except where the County Clerk, Surrogate, or Sheriff expressly defers to the Board of Freeholders with respect to the grievance.

ARTICLE XXIIIDISCIPLINARY ACTIONSSection 1

An employee is entitled to have Union-appointed representation in any departmental disciplinary hearing and/or Department of Personnel hearing. Employees who may be required as witnesses at such hearings as well as a Union Representative shall suffer no loss of regular straight-time pay, provided every effort is made to keep the loss of County working time to a minimum.

Any employee who has reasonable suspicion to believe that he or she is to be suspended, discharged, or fired shall be entitled to a Union representative at such disciplinary meeting (or at an investigatory interview). It is understood that when the purpose of a meeting is to provide counseling, information, or instruction, then representation is not required.

Section 2

It is expressly understood that all Employees are obligated to comply conscientiously with all rules and regulations promulgated by the Employer, provided only that such rules and regulations do not conflict with the expressed provisions of the Agreement. It is also understood that matters such as moral turpitude, drunkenness, theft, drug abuse, insubordination, and fighting are reasons for termination.

Section 3

All disciplinary actions (i.e., written reprimands, suspensions,

Disciplinary Actions (continued)

fines, demotions, or discharge) shall be for just cause, provided that demotions or discharges resulting from layoffs or Department of Personnel bumping procedures are not to be considered as disciplinary actions.

A disciplinary grievance involving discharge or suspension, fine, or demotion equivalent to three (3) days or more may be submitted to binding arbitration in accordance with the established grievance procedure, except where pre-empted by an employee's statutory appeal rights to the Department of Personnel. If the grievance involves suspension, fine, or demotion equivalent to less than three (3) days, it may be submitted to advisory arbitration or such other legal forum as may be available.

ARTICLE XXIVACCESS TO PERSONAL FILES

Upon reasonable prior request the non-confidential personnel records of any employee shall be open to the inspection of the employee. Copies of the contents shall be available upon request; any reproduction costs shall be paid by the employee.

ARTICLE XXVJOB DESCRIPTIONS

The Employer agrees to provide the Union copies of all job descriptions included in the bargaining unit, and subsequent changes as they are revised by the Employer.

ARTICLE XXVIJOB OPENINGSSection 1

All job openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days prior to the filling of such opening. However, such posting shall not be required in the case of regular appointments to be made from certifications issued by the New Jersey State Department of Personnel. Employees may apply for posted positions within the five (5) working days. Nothing herein shall restrict the Employer's right to assign work on an interim basis.

Section 2

The Employer reserves sole determination to make promotional appointments. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time to be determined by the Employer. When qualifications are substantially equal, the Employer will consider seniority before making the appointment.

ARTICLE XXVIILAY-OFFSSection 1

The Employer agrees that the Union shall be given advance written notification if lay-offs are anticipated, stating the reasons for such action.

Lay-offs shall be in accordance with Civil Service Rules and Regulations, where applicable.

Lay-Offs (continued)Section 2

Provisional and unclassified employees in Department of Personnel job titles who have been employed for more than ninety (90) days shall be entitled to twenty-one (21) days notice in the event of layoff and shall be laid off on the basis of "last in, first out" per job title. In the event openings become available, laid off employees will be eligible for recall in reverse order of layoff for a period of one (1) year from separation.

ARTICLE XXVIIIHEALTH AND SAFETYSection 1

There shall be a Health and Safety Committee composed of a maximum of five (5) members selected by the Employer and five (5) selected by the Union to review occupational safety and health concerns affecting the employees and to discuss possible remedies for such problems. The Committee shall meet quarterly or as may be mutually agreed upon. In the event the Employer schedules a meeting of the Health and Safety Committee during working hours, employee members of the Committee shall suffer no loss of regular straight time pay.

Section 2

Legal mandates regarding occupational and environmental health and safety incumbent on the Employer shall continue to be observed.

Health and Safety (continued)

Section 3

Protective devices required by the Employer for job operations shall be supplied without charge to the employee. Failure of employees to use protective devices provided will result in the employees being subject to discipline. The Employer agrees to take reasonable precautions concerning employees who, as result of their jobs, are at a special risk of exposure to communicable diseases.

Section 4

Records of the Employer concerning chemicals used on the job by employees, and the result of any chemical test upon employees in the possession of the Employer shall be available for inspection by the Safety Committee. In accordance with law and upon reasonable request and notice to the Employer, the Employer will furnish to the Union health and accident information which may be required by the Union in order to perform its representational duties. Where necessary, the Union will secure appropriate releases from employees involved regarding information affecting them.

ARTICLE XXIX

BULLETIN BOARDS

Reasonable space will be provided by the Employer for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Union use.

ARTICLE XXX

LABOR-MANAGEMENT LIAISON

Each party to this Agreement shall designate a representative to meet as necessary in order to promote harmonious labor relations by discussing and resolving problems of mutual concern. The representatives shall meet quarterly or by request of either party if circumstances warrant such a meeting. Such meetings shall be held outside of normal work hours unless mutually designated otherwise.

ARTICLE XXXI

SUPPLEMENTAL COMPENSATION FOR RETIREES

Section 1

To qualify for compensation under this article, an employee must be eligible for and qualified to retire under the Pension Plan. In addition, the employee must have remaining an average of not less than nine (9) unused sick days per year for each year of service with the County, with the employee's worst year to be discarded.

Section 2

The supplemental one-time compensation for retirees will be based upon the following formula:

- a. The number of unused sick days will be divided in half.
- b. The result in "a" will be multiplied by the value of a day's pay for the employee at retirement.

Supplemental Compensation for Retirees (continued)

c. The resultant figure will be the supplemental compensation benefit, but in no event can such benefit exceed the following maximum dollar amounts:

- (1) January 1, 1989 - \$4,000.00
- (2) January 1, 1990 - \$4,500.00
- (3) January 1, 1991 - \$5,000.00

ARTICLE XXXII

EVALUATIONS

Section 1

Each employee may be evaluated in writing at least once per year as management may deem necessary or as required by the Department of Personnel Rules and Regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the Employer at any time management considers it necessary.

Section 2

Employees shall be informed of evaluation criteria as soon as developed by the Employer and informed of any subsequent changes in evaluation criteria.

Section 3

The completed evaluation shall be shown to the employee for review and such employee shall affix his/her signature. Such signature shall not indicate agreement or disagreement with the contents of the evaluation. A copy will be furnished to the employee concerned.

Section 4

If requested, the supervisor or manager shall provide a con-

Evaluations (continued)

ference to the employee in order to discuss the evaluation and improvement goals where applicable.

Section 5

If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the official record.

Section 6

Appeal of the evaluation may be made through the grievance procedure except that final and binding determination shall reside with the chief administrator. If the evaluation is a primary or contributing factor in any adverse action, the employee shall have such appeal rights as provided by law or this Agreement.

ARTICLE XXXIII

MANAGEMENT RIGHTS

Section 1

The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

Management Rights (Continued)

a. The executive management and administrative control of the County Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.

b. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

c. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the County after advance notice thereof to the employees and to require compliance by the employees is recognized.

d. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

e. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

f. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

Management Rights (continued)

g. To subcontract any of the work performed by employees covered by this Agreement for reasons of economy or other legitimate business reasons provided the Union is consulted one hundred twenty (120) days in advance.

Section 2

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Section 3

Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE XXXIVMAINTENANCE OF OPERATIONSSection 1

It is recognized that the need for continued and uninterrupted operation of the County's Departments and Agencies is of paramount importance to the citizens of the community and that there should

Maintenance of Operations (continued)

be no interference with such operations.

Section 2

The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike work stoppage, slowdown, walkout or other job action against the County during the term of this Agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

Section 3

Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXXV

MILITARY LEAVE

Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law. Employees with weekend military obligations whose normal work schedule requires them to work on some or all weekends may have their weekend work schedule amended by the Employer during such weeks so that there will be no conflict and the County and military obligations may both be met without any additional cost to the Employer.

ARTICLE XXXVI

FEDERAL AND STATE LAWS--SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held 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 XXXVII

FULLY BARGAINED CLAUSE

Section 1

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2

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 XXXVIII

TERM OF AGREEMENT

This Agreement shall be effective on the date of signing below immediately and shall continue in full force and effect through December 31, 1991, except salary increases described herein shall be retroactive to January 1, 1989 for current personnel in the employ of the County on the date of signing of this Agreement. The parties shall commence negotiations on a successor Agreement pursuant to regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this day of _____, 1989.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF AGREEMENT

The *COMMUNICATIONS WORKERS OF AMERICA*, the *GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS*, and the *SHERIFF OF GLOUCESTER COUNTY* hereby agree to the following additions and changes to the contract between them:

(1) A four-day work week will be instituted for clerical employees in the Sheriff's Office, subject to the conditions set forth below.

(2) The four-day schedule will be strictly voluntary. Employees who elect this schedule will be accommodated whenever possible, while all others will remain on the regular five-day schedule. Any employee who elects to work a four-day schedule and subsequently decides to resume the regular five-day schedule may do so, except that such employee will not be permitted to change again during the duration of this agreement.

(3) The four-day schedule will consist of either Monday through Thursday or Tuesday through Friday, from 8:00 A.M. to 5:08 P.M., with lunch hours as usual. It is understood, however, that the starting and ending times may be adjusted for individual employees if necessary to accommodate specific needs such as child care, provided the total working hours remain the same.

(4) This agreement shall take effect January 7, 1991, and shall expire as of May 31, 1991, at which time all employees shall revert to the regular work schedule.

Date JAN. 3, 1991.

FOR THE UNION

Richard A. Dawn

FOR THE EMPLOYER

[Signature]