

2002

**AGREEMENT BETWEEN**

**THE SALEM COUNTY  
PROSECUTOR**

**AND**

**THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO**

**Local 1085**



**JULY 1, 1996 – DECEMBER 31, 1999**

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## **PREAMBLE**

This Agreement between the SALEM COUNTY PROSECUTOR (hereinafter referred to as "the Employer") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as "the Union"), is entered into by the parties this \_\_\_\_ day of \_\_\_\_\_, 1998, for the purpose of establishing compensation, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of grievances pertaining thereto.

## **ARTICLE 1 RECOGNITION**

**1.1. Rank-and-File Unit.** The Employer recognizes the Communications Workers of America as the exclusive representative for all secretarial, clerical, and supervising clerical personnel who work on a full-time basis for the Employer, as well as all part-time employees who are paid for at least one day per week on average; but excluding all managerial executives, supervisors, confidential employees, temporary employees who are employed for less than six months in any 12-month period, part-time employees who are paid for less than one day per week, and all personnel represented in other bargaining units.

**1.2. Preservation of Unit Work.** Duties ordinarily performed by bargaining unit employees shall not be assigned to employees outside the unit except for temporary employees who are hired to address seasonal or short-term needs for a period of six months or less.

## **ARTICLE 2 NON-DISCRIMINATION**

**2.1. Non-Discrimination.** The parties agree that there will be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, Union membership or activity.

**2.2. Respect and Dignity.** The Employer and Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

**2.3. Use of Pronoun.** The use of the word "he" throughout this contract applies to both male and female employees and is being used as a matter of convenience.

## **ARTICLE 3 MANAGEMENT RIGHTS**

**3.1. Rights Reserved.** The Employer hereby retains and reserves unto itself without limitations 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:

(a) All management functions and responsibilities which the Employer has not expressly modified or restricted by specific provision of this agreement.

(b) The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the Employer.

(c) To reprimand, suspend, discharge or otherwise discipline employees for cause.

(d) To hire, promote, transfer, assign, reassign, layoff and recall employees to work.

(e) To determine the number of employees and the duties to be performed.

(f) To maintain the efficiency of employees in the performance of their duties.

(g) To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Employer.

(h) To subcontract for any existing or future service as determined necessary by the Employer.

(i) To make or change Employer rules, regulations, policies and resolutions consistent with the specific terms and provisions of this agreement.

(j) And otherwise to generally manage the affairs of the Employer, attain and maintain full operating efficiency and productivity and to direct the work force.

**3.2. Managerial Prerogatives.** In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights.

## **ARTICLE 4 WORK RULES**

**4.1. Adoption of Work Rules.** The Employer may, at its discretion, adopt work rules for the efficient and orderly operation of its departments. The bargaining agent will be given a copy of any work rules fifteen (15) working days prior to the imposition of those work rules and the bargaining agent will be required to make any consultative comments it may have no later than ten (10) working days after receipt of the proposed work rules. The Employer will consider the comments of the bargaining agent but the final adoption and implementation of the work rules will be a decision of the Employer. Consistent with the Employer directives, work rules shall be equitably applied and enforced. If any work rule is implemented without the fifteen (15) working days notice to the Union, the work rule will be rescinded until the proper notification has been given.

**4.2. Right to Negotiate Not Waived.** Nothing herein shall be interpreted as a waiver of the Union's right to negotiate concerning terms and conditions of employment as provided by law.

**4.3. Code of Ethics.** All employees covered by this Agreement are required to sign and abide by the Code of Ethics established by the Office of the Attorney General.

## **ARTICLE 5 WORK CONTINUITY**

**5.1. No Strike.** During the period of time of this agreement, the Union and its members shall not have the right to engage in any slowdown, work stoppage, strike or related activity. The sole method for resolving any disagreement concerning this agreement shall be covered by the procedures contained in this agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

**5.2. Violations.** The Union agrees that if any type of concerted activity occurs, as noted above, the Union will take immediate steps to terminate such activities and will condemn such activities. Any employee who engages in any of the prohibited activities shall be subject to disciplinary action.

## **ARTICLE 6 DUES DEDUCTIONS**

**6.1. Authorization for Dues Deduction.** 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 by the Secretary-Treasurer of the Union. The Employer shall remit the dues to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street, N.W., Washington, D.C. 20001-2797, by the 10th 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. In the event that an employee withdraws his or her authorization for dues deduction by written notice to the County Treasurer, deductions shall be halted as of July 1 following the receipt of such notice.

**6.2. Hold Harmless.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, actions, litigation or judgments brought against the Employer or the Union from the provisions of this article or based upon the Employer's reliance on the provisions of this article.

## **ARTICLE 7 UNION BULLETIN BOARDS**

**7.1. Provision of Bulletin Boards.** The Employer agrees to make available to the Union space for one bulletin board in the Prosecutor's Office. The site for the bulletin board will be mutually selected by the parties. Materials posted on such bulletin boards shall only pertain to Union business. Any information not pertaining to Union business will be removed at the discretion of the Employer.

## **ARTICLE 8 PERSONNEL INFORMATION**

**8.1. Personnel Files.** Personnel files of individual bargaining unit employees shall be maintained in confidence and not revealed to other employees except upon the direct approval of the individual employee. However, such controls shall not apply to personnel responsible for personnel administration. Such information shall be revealed only to genuinely authorized persons. However, each employee shall have the right to inspect his own personnel file upon written request and upon at least forty eight (48) hours notice at a mutually convenient time as set by the Employer. Each employee will have the right to receive

a copy of any document that is to be placed in the employee's personnel file. The employee may attach a response to such document, as may the Employer, and the employee must initial the document to signify that the employee has received the document.

**8.2. Disciplinary Records.** All disciplinary records on employees will be kept in the personnel files of the Employer. Each employee will receive a copy of any documents critical of the employee or the employee's job performance.

**8.3. Notice of Personnel Actions.** The Employer agrees to provide to the Union a quarterly list of personnel changes including new employees, terminations, promotions, transfers, title changes, and salary changes.

## **ARTICLE 9 SENIORITY**

**9.1. Definition.** Seniority is defined as an employee's total length of continuous unbroken service with the Employer, beginning with the date of last hire.

**9.2. Records.** The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of permanent employment, classification and pay rate, and shall furnish copies of same to the representative upon request.

**9.3. Preferences.** Unless New Jersey Department of Personnel Regulations require otherwise in all cases of promotions, demotions, layoffs, recalls and vacation schedules a permanent employee with the greatest amount of seniority in the work classification affected shall be given preference provided he has the ability to perform the work involved. A decision as to the employee's ability to perform the work shall remain the exclusive province of management.

## **ARTICLE 10 JOB OPENINGS**

**10.1. Posting.** A job opening for a newly created position or a vacancy in an existing position shall be posted on a centrally located bulletin board in each department for a period of at least five working days prior to filling the position. Employees may submit their qualifications for such openings to the Employer for consideration. The determination of the Employer as to the employee selected for the position is solely a managerial determination. A copy of the posting will be sent to the local union president.

## **ARTICLE 11 RESIGNATIONS**

**11.1. Regulations.** Resignation of employees covered by this contract shall be governed by applicable New Jersey Department of Personnel Regulations.

## **ARTICLE 12 WORK PERFORMANCE AND EVALUATIONS**

**12.1. Work Performance.** All employees covered by this agreement will be expected to perform the duties of their position. Those duties shall include the functions set forth in the applicable New Jersey Department of Personnel job description and such other functions as are reasonably related to the employee's job title and position as assigned by the employee's immediate supervisor.

**12.2. Annual Evaluation.** A performance evaluation system has been implemented by the Employer as to employees covered by this agreement. There will be an annual written evaluation for all employees on a form to be prepared by the Employer. Performance evaluations will be conducted by the appropriate supervisor designated by the Employer.

**12.3. Receipt of Evaluation.** When a performance evaluation is completed, the employee will receive a copy of the performance evaluation and the employee will sign the copy of the performance evaluation to signify only that it has been received and either party has the right to attach one set of response comments to the copy of the performance evaluation. Copies of all evaluation correspondence will be exchanged between the parties.

**12.4. Evaluation Appeals.** The employee will have the right to grieve unsatisfactory evaluations in accordance with the provisions of this Agreement. There is no right to grieve one or more unsatisfactory findings in a performance evaluation where the majority of findings or greater balance of findings indicate a satisfactory evaluation.

## **ARTICLE 13 DISCIPLINE**

**13.1. Union Representation.** If an employee is called in for disciplinary reasons by his or her supervisor, the employee shall have the right to have one Union representative present, provided the employee so requests. The supervisor will be responsible for notifying the Union representative's supervisor in order to arrange for the representative to be present during the disciplinary conference if the employee requests union representation.

**13.2. Just Cause.** No employee shall be subject to discipline except for just cause. Discipline shall be progressive in nature and corrective in aim, except when an offense is so serious as to warrant immediate suspension and/or termination even though no similar prior offenses have been committed by the employee.

**13.3. Disciplinary Appeals.** Disciplinary actions shall be subject to the grievance procedure, with the following exceptions:

(1) Major disciplinary actions for permanent employees or employees serving in a working test period are appealable to the New Jersey Merit System Board and are not subject to arbitration.

(2) Oral reprimands shall be addressed informally only.



## **ARTICLE 14 GRIEVANCES**

**14.1. Purpose.** The purpose of this procedure is to resolve problems affecting the employment relationship at the lowest possible level, consistent with fairness and equity. A grievance shall be understood as an appeal of the interpretation, application, or violation of policies, agreements, or administrative decisions affecting the terms and conditions of employment.

### **14.2. General Provisions.**

- (a) Grievances shall be processed promptly and expeditiously.
- (b) Formal grievances and appeals shall be in writing. Grievance forms shall be provided by the Union.
- (c) Communications and decisions concerning formal grievances shall be in writing.
- (d) A grievant shall be permitted to have a Union representative at all levels of the grievance procedure. Grievants may be individual employees, groups of employees similarly situated, or the Union itself.
- (e) There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Employer at Level 2.
- (f) Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
- (g) Failure by the Employer to issue a decision within the specified time limits shall render the grievance awarded on behalf of the grievant.
- (h) Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the employer.
- (i) Union representatives shall be permitted reasonable opportunity to investigate and process grievances during the work day without loss of pay. If time away from the job should be required, the Union representative shall notify his or her supervisor or department head in order that arrangements may be made to cover for the employee. The time used to investigate and process grievances shall be considered Union leave time.
- (j) The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
- (k) If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to preventing any grievance to arbitration. If either party commits a procedural violation in accordance with this clause then the grievance shall be awarded to the other party who has not violated the procedural aspects of the grievance procedure.
- (l) *Time Limits.* Since it is important that grievances be processed as rapidly as possible, the

number of days indicated at each level shall be considered as a maximum and failure to act within these time limits shall be subject to the procedural penalties outlined above. The time limits specified below, however, be extended by mutual agreement in writing.

**14.3. Steps.** An employee and/or the Union representative may discuss a grievance with the employee's immediate supervisor, where appropriate, in an effort to resolve the problem informally. A grievance at this stage shall not be reduced to writing. Formal grievances shall be filed by the Union and shall follow the steps set forth below.

STEP 1. The grievance shall be filed initially within 20 work days after the cause of action arose or within 20 work days after the grievant became aware of the facts constituting the cause of action. The grievance shall be filed with the employee's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time not to exceed five work days. The grievance shall be filed in writing.

In addition to the above, the grievant shall have a right to a personal conference with his or her immediate supervisor on the grievance within five workdays. The grievant shall have a right to a Union representative present at the conference and to submit relevant documentary evidence in addition to the grievant's own verbal statement. In the event a conference is held, the written decision shall be issued within three (3) workdays after the conference.

STEP 2. In the event the grievance cannot be resolved at the first level after the decision of the immediate supervisor is received, if the employee wishes to appeal the grievance the employee or his representative must file the grievance within 15 work days after receipt of the decision of the immediate supervisor at the second step. The Employer shall review the grievance once filed at the second step and render an answer within seven work days after the receipt of the grievance.

In addition to the above, the grievant shall have a right to a personal conference with the Employer or his designee within seven work days after the receipt of the grievance. The grievant may have a Union representative present at the conference and submit document evidence in addition to the grievant's own verbal statement. In the event a personal conference is held in accordance with the above, the written decision on the grievance shall be issued within three work days of the conference. The immediate supervisor shall also be present at the conference.

The parties agree that the arbitration process in this grievance procedure may only be utilized for two binding cases and one advisory case in a calendar year.

**14.4. Arbitration.** If the Union is not satisfied with the decision by the Employer, it may submit the grievance for arbitration or may institute such other legal action as it may be entitled to. Requests for an arbitrator shall be made by the Union within 30 calendar days after receiving the Step 2 decision, utilizing the resources and procedures of the Public Employment Relations Commission.

(a) The arbitrator shall hold a hearing to ascertain the facts and consider the arguments of the parties. He shall not have the power to add to or subtract from the collective bargaining agreement, but shall confine his review to the application or interpretation of the agreement as it pertains to the issue. The arbitrator shall issue an award, which shall be final and binding on the parties. If the arbitrator finds in favor of the grievant, he shall have authority to fashion any lawful remedy which he may find proper.

(b) The arbitrator's fee and other costs of arbitration, including per diem expenses, actual and

necessary travel, subsistence expenses, and the use of a hearing room, shall be borne equally by the Employer and the Union. Any other expenses shall be paid by the party incurring them.

## **ARTICLE 15 HOURS OF WORK**

**15.1. Maintenance of Working Hours.** The current hours of work will be maintained, subject to the Employer's managerial prerogative to determine the hours of operation.

**15.2. Negotiations.** Any changes in work schedules shall be subject to prior negotiations between the Employer and the Union, unless such negotiations would significantly interfere with a governmental policy determination. The Union shall have the right to reopen negotiations concerning the subject of alternative or compressed workweeks during the term of this Agreement.

**15.3. Workweek.** The work week shall be Sunday midnight (12:01 a.m. Monday) to midnight the following Sunday (12:00 p.m.).

**15.4. Emergency Excusals.** Employees may be excused from work without loss of pay in case of inclement weather or other emergency. If a state of emergency covering Salem County is declared by the Governor of New Jersey, all non-essential personnel may utilize sick leave, vacation, or administrative leave that is available to them. Essential personnel who are required to work while other employees are excused shall be paid their normal rate and receive compensatory time off on an hour-for-hour basis.

## **ARTICLE 16 SALARIES AND WAGES**

**16.1. Salary Ranges.** Beginning July 1, 1997, a salary range number will be assigned to every position according to job title and workweek, as set forth in Appendix A. The corresponding annual salaries for 1997, 1998, and 1999 shall be as shown in Appendix B. Annual salaries are based on 52 weeks for full-time employees. Part-time salaries or wages will be calculated using the corresponding hourly equivalents. The hiring rate for new employees shall be the minimum salary of the range.

**16.2. Salary Increases.** Salary increases shall be granted as follows:

(a) Effective July 1, 1996, employees with one year of service or more as of this date will receive an increase of 3.15% added to their base salary. Employees with less than one year of service will receive an increase of 2% added to their base salary. The average cost of these adjustments is approximately 3%.

(b) Effective July 1, 1997, all employees with one year of service or more as of this date will have their base salary adjusted as shown in Appendix C. Employees with less than one year of service will have their base salary adjusted as shown in Appendix D. The resulting increases shall be inclusive of minimum salary adjustments. The average cost of these adjustments is approximately 4.1%.

(c) Effective July 1, 1998, all employees with one year of service or more as of this date will receive an increase of 3.1% added to their base salary, not to exceed the maximum of the range. Employees with less than one year of service shall receive an increase of 2.5% added to their base salary, not to exceed the maximum of the range. In no case, however, will an employee receive an increase of

less than 2.5% of the minimum salary on the range. The average cost of these adjustments is approximately 3%.

(d) Effective July 1, 1999, all employees with one year of service or more as of this date will receive an increase of 2% added to their base salary, not to exceed the maximum of the range. Employees with less than one year of service shall receive an increase of 1.5% added to their base salary, not to exceed the maximum of the range. In no case, however, will an employee receive an increase of less than 1.5% of the minimum salary on the range. The average cost of these adjustments is approximately 2%.

Retroactive salary payments will be made in accordance with this Section for all unit employees currently employed as of the date payments are issued, together with all former employees who have retired on pension between July 1, 1996 and the date payments are issued.

**16.3. Promotional Adjustments.** An employee who is promoted to a higher title will receive a salary increase to be calculated as follows, except that in no case shall the employee's new salary be less than the minimum for the range:

(a) If the promotion is equal to one range, the increase shall be 3% of the employee's former base salary.

(b) If the promotion is equal to two ranges, the increase shall be 5% of the employee's former base salary.

(c) If the promotion is equal to three or more ranges, the increase shall be 6% of the employee's former base salary.

**16.4. Demotional Adjustments.** An employee who is demoted to a lower title will receive a salary decrease to be calculated as follows, except that in no case shall the employee's new salary exceed the maximum for the range:

(a) If the demotion is equal to one range, the decrease shall be 2.913% of the employee's former base salary.

(b) If the demotion is equal to two ranges, the decrease shall be 4.762% of the employee's former base salary.

(c) If the demotion is equal to three or more ranges, the decrease shall be 5.66% of the employee's former base salary.

**16.5. Pay Periods.** The parties agree that pay periods for employees covered by this contract shall be every other Thursday, as previously scheduled in the County pay period system.

## **ARTICLE 17 LONGEVITY PAYMENTS**

**17.1. Eligibility.** Employees covered by this agreement will be eligible for longevity payments provided they are members of the New Jersey Department of Personnel Career Service for a minimum of five years, with continuous, unbroken service from the last date of hire as a member of the Career Service.

**17.2. Schedule.** Longevity payments shall be based on years of continuous service according to the following schedule:

(a) A minimum of five (5) years up to the completion of nine (9) years of service: 1.75% of the employee's current annual base salary.

(b) Ten (10) years of service up to the completion of fourteen (14) years of service: 2.5% of the employee's current annual base salary.

(c) Fifteen (15) years of service and beyond: 6% of the employee's current annual base salary.

**17.3. Method of Payment.** Payment will be made by separate checks at the end of the month following the employee's service anniversary date.

**17.4. Basis of Calculation.** Only permanent and provisional full-time employees are eligible for the above longevity payments, and all calculations towards eligibility will be based upon full-time service in the New Jersey Department of Personnel Career Service as an employee of the County of Salem. Annual base salary shall mean the annual salary or annual hourly rate exclusive of any overtime compensation or any type of premium pay whatsoever.

## **ARTICLE 18 OVERTIME AND PREMIUM PAY**

**18.1. Definition of Overtime.** Overtime consists of time worked in excess of the regular, full-time work day or work week for the employee's position. The calendar week is defined as from midnight Sunday to midnight the following Sunday.

**18.2. Authorization for Overtime.** All departments are authorized overtime for certain emergency conditions at the specific direction of their supervisors. All overtime must be worked upon the authorization and direction of a supervisor.

**18.3. Time-and-a-Half Rate.** All employees shall be paid at one and one-half times their regular hourly rate for the following work:

(a) Time worked in excess of 40 hours during the calendar week or eight hours in the work day. For purposes of this section, all paid time, as well as all unpaid union leave, shall count as time worked within the 40-hour base.

(b) The first eight hours of any shift worked on a Sunday.

(c) Work performed on the employee's normally scheduled day off.

(d) Work performed on an official holiday.

**18.4. Double-Time Rate.** All employees shall be paid at double their regularly hourly rate for the seventh consecutive day of work of the scheduled workweek.

**18.5. Compensatory Time Off.** In lieu of overtime or other premium pay, an employee may

elect to take compensatory time off at the premium pay rate. If after 12 months from the date that compensatory time is actually earned, an employee cannot schedule the use of compensatory time with the employee's department head solely due to a managerial decision, then the employee will be compensated as defined above.

**18.6. Distribution of Overtime.** Overtime work shall be divided equitably among all employees within the job title(s) in which the overtime exists. The Employer agrees to keep a rotation list of overtime worked. Refusal to work overtime shall be charged as overtime worked on the rotation list. In the event of an emergency, the Employer shall use its best discretion as to calling the most readily available Employee. An Employee will not be eligible for overtime unless the Employee has the skill and ability to perform the overtime assignment. This management determination shall be grievable only up to the Step 2 of the grievance procedure. The initial rotation list will be determined on the basis of seniority. However, if an employee can not be reached when called for overtime, he will remain on the rotation list to be called for the next overtime opportunity.

**18.7. Overtime Meals.** Employees will be entitled to payment for meals on those occasions when the employee works more than four hours beyond his or her normal quitting time. Payments in such cases shall consist of \$4 for breakfast, \$6 for lunch, and \$10 for dinner.

## **ARTICLE 19 (RESERVED)**

## **ARTICLE 20 CALL-IN PAY**

**20.1. Call-Ins.** If an employee is called in to work by a supervisor to perform work beyond the regularly scheduled work day, the employee will be guaranteed three (3) hours' work at time-and-a-half compensation.

**20.2. Telephone Contact.** In addition, if the Employer contacts an employee by phone while the employee is off duty concerning work-related matters, for something other than a matter relating to the negligence or oversight of the employee, and the Employer does not require the employee to come to the job site, the employee will be entitled to time-and-a-half pay for a minimum of one-half hour for the time taking the call. The employee's entitlement to additional pay for a telephone call on a work-related matter is limited to calls placed by or specifically authorized in advance by the Employer or his designee.

## **ARTICLE 21 OUT-OF-TITLE PAY**

**21.1. Criteria.** If an employee works outside of his classification, within the appropriate bargaining unit, at the request the Employer, for a period in excess of five (5) consecutive workdays or in excess of eleven (11) workdays in a calendar year, he shall receive the rate of pay for that classification or the rate of pay for his own classification, whichever is higher, for the total number of hours worked outside of his classification upon the commencement of the sixth consecutive workday or 12th cumulative day in a calendar year. No compensation shall be paid under any circumstances for the first five workdays in an out-of-title classification. This article shall not be applicable to a member of the bargaining unit who

holds a supervisory title and is called upon to assume the duties of the Office Services Manager.

## **ARTICLE 22 HOLIDAYS**

**22.1. Scheduled Holidays.** Paid holidays shall be granted to employees as follows:

- New Years Day
- Washington's Birthday (3rd Monday in February)
- Lincoln's Birthday
- Martin Luther King's Birthday
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day
- Columbus Day (2nd Monday in October)
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

Such holidays as the Employer may legally deem appropriate.

**22.2. Weekend Holidays.** Holidays designated above which fall on a Sunday shall be observed on the following Monday, and holidays that fall on a Saturday shall be observed on the preceding Friday.

**22.3. Eligibility for Holiday Pay.** In order to be compensated for a holiday, employees must work the preceding workday and the workday immediately following the holiday. An authorized vacation day, authorized sick day or any other authorized leave of absence shall constitute a workday for the purposes of this article in addition to a regular day of work.

**22.4. Christmas Eve.** The parties agree that all non-essential employees as designated by the Employer will be permitted to terminate their work duties as of 1:00 p.m. on Christmas Eve Day, provided that Christmas Eve Day is a scheduled workday. Any employees who are deemed to be essential by the Employer shall not be permitted to terminate their work duties. In the event any employee has taken Christmas Eve Day as a vacation day, sick day, personal day, or any other category of day off, he or she shall not be entitled to any compensation for any time which he or she may have been entitled to take off on Christmas Eve Day, had he or she actually worked that day.

## **ARTICLE 23 VACATION**

**23.1. Full-Time Entitlements.** All full-time employees shall be entitled to the following annual vacation leave with pay, the scheduling of which shall be subject to approval by the Prosecutor or his designee:

(a) For each full month or major part thereof, from date of hire up to and including December 31

following such date of hire: One (1) workday per month as earned.

(b) Beginning January 1 following hiring date through five calendar years: Twelve (12) workdays per year.

(c) Beginning with the sixth calendar year through twelve calendar years: Fifteen (15) workdays per year.

(d) Beginning with the thirteenth calendar year through twenty calendar years: Twenty (20) workdays per year.

(e) Beginning with the twenty-first calendar year: Twenty-five (25) workdays per year.

**23.2. Part-Time Entitlements.** Part-time employees shall be entitled to pro-rated vacation leave according to their paid hours.

**23.3. Employees Separated from County Employment.** Any employee who is laid off, discharged, retired or separated from County service for any reason prior to taking his vacation shall be compensated for the unused vacation earned at the time of separation. However, if an employee utilized his vacation prior to the time it is earned, then the employee will have the amount of vacation taken over the amount earned deducted from his final compensation check.

**23.4. Vacation Carry-over.** Vacation leave not used in a calendar year because of business necessity shall be carried over and used in the next succeeding year only. Employees will be permitted to carry over 10 vacation days into the following year at their option. If vacation leave accumulates in excess of the amount allowed, the Employer will schedule it to be used in order to avoid loss to the employee.

**23.5. Payment upon Termination of Employment.** Upon termination of employment, any unused vacation leave remaining to the employee's credit will be paid out to the employee or to his or her estate in case of the employee's death.

## **ARTICLE 24 SICK LEAVE**

**24.1. Use of Sick Leave.** Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or (4) death in the employee's immediate family, for a reasonable period of time. Sick leave may also be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Employer.

**24.2. Definition of Immediate Family.** "Immediate family" means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

**24.3. Eligibility.** All full-time employees, excluding temporary and seasonal employees, shall be entitled to the following sick leave with pay:



(a) One working day of sick leave with pay for each month of service from the date of appointment up to and including December 31 following such date of appointment.

(b) Fifteen days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her prorated and accumulated entitlement. Sick leave may be taken in whole days or in hourly increments.

Part-time employees shall be entitled to pro-rated sick leave according to their paid hours.

#### **24.4. Verification Requirements.**

(a) If an employee is absent for five or more consecutive working days, for any reason set forth in the above, the department head may require acceptable evidence. The nature of illness shall be stated on the doctor's certificate unless it is confidential between doctor and patient.

(b) The Employer may require proof of illness for an employee on sick leave whenever such requirement is reasonable, on a case-by-case basis, with timely notice to the employee. Such requirement shall be consistent with New Jersey Department of Personnel Rules and Regulations. Abuse of sick leave shall be cause for disciplinary action. The Employer may adopt such other sick leave verification procedures that are reasonable and which they deem appropriate and are consistent with State law.

(c) When it is known that sick leave will be required for more than ten days, such leave must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a physician's signed statement prescribing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of illness is confidential between doctor and patient).

(d) Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certification of the local department of health or upon such reasonable proof as the department head shall require.

**24.5. Notice.** Any employee who does not expect to report to work because of personal illness or for any of the reasons as set forth above shall notify his immediate supervisor, or in the absence of the immediate supervisor, the substitute supervisor, or in the absence of both, the next supervisor in the chain of command by telephone or personal message within one hour after the beginning of work for his position.

## **ARTICLE 25 UNION LEAVE**

**25.1. Entitlement.** Members of the bargaining unit who are designated by the Union may be granted up to 20 aggregate days per contract year with full pay to attend to Union business.

**25.2. Notice.** Any employee requesting such leave must do so in writing and the request must be submitted at least forty-eight hours before the commencement of such leave. Permission of the

employee's immediate supervisor and the Prosecutor is required before the leave may commence.

**25.3. Union-Management Meetings.** If a Union representative is required by the Employer to attend a joint Union-Employer meeting, the employee shall suffer no loss in pay for such meetings. It is understood, however, that no more than two employees will be granted permission for such meetings at any time, and this shall include mediation session, fact finding sessions and arbitration sessions. However, up to four employees will be granted permission for negotiating sessions.

**25.4. Hearings.** There shall be no loss of pay for time spent by employees, including Union representatives and witnesses, if any, to participate in any hearing or other proceeding involving the Employer.

## **ARTICLE 26 WORKERS COMPENSATION LEAVE**

**26.1. Rate of Pay.** In case of disability due to illness or injury as a result of, or arising from, an employee's job, the employee shall be paid 85% of his or her regular base pay for a maximum of 12 months while on disability leave, which shall include the amount received as temporary Workers' Compensation benefits during such period. Time lost will not be charged against accumulated sick leave.

## **ARTICLE 27 ADMINISTRATIVE LEAVE FOR PERSONAL BUSINESS**

**27.1. Entitlement.** Three days administrative leave with pay per year may be granted each employee at his request upon approval of the supervisor after completion of one year of service as a County employee. The employee becomes eligible for the above January 1 after he has completed one full year of service. New employees shall be eligible for one day of administrative leave after each six months.

**27.2. Notice.** Except in emergency conditions 48 hours prior notice of such request shall be given to the immediate supervisor.

**27.3. Usage.** Two administrative leave days must be taken in full day increments during the calendar year in which earned and shall not be cumulative. One administrative leave day may be taken in two half-day units.

## **ARTICLE 28 MISCELLANEOUS PAID LEAVES**

**28.1. Bereavement Leave.** Employees shall be allowed up to three days off for each incident, without loss of pay, upon the death of a member of the employee's immediate family in order to attend services or visit with family. For purposes of this section, "immediate family" shall be defined as in Section 24.2, together with aunt, uncle, son-in-law, and daughter-in-law. In addition, any immediate family of the employee's spouse shall be deemed to be included. Bereavement leave must be taken within three working days of the funeral or memorial service.

**28.2. Jury Duty.** An employee shall be granted necessary time off without loss of pay when he

is summoned and performs jury duty as prescribed by applicable law and New Jersey Department of Personnel Rules. If an employee receives compensation for jury duty service that compensation shall be turned over to the County by the employee in exchange for the employee's regular rate of pay.

**28.3. Annual Military Reserve Duty.** An employee shall be granted necessary time off without loss of pay when he is ordered to report for annual duty.

**28.4. Leave Credit.** No employee will receive any credit toward seniority or any other benefit for any time served on any type of unpaid leave or leave that is in addition to or beyond that authorized by regular vacation leave, sick leave, or any of the leaves enumerated in this agreement. Leave credit shall not accrue in any instance where unpaid leave is granted or where a paid leave is granted in addition to leave normally authorized by this agreement.

## **ARTICLE 29 LEAVES OF ABSENCE WITHOUT PAY**

**29.1. General Entitlement.** Any employee may be granted an unpaid leave of absence for medical or educational reasons, family circumstances, or other good cause upon written application to the Employer. Requests shall be submitted in writing, stating the reason, the beginning date, and the expected date of return. Leaves may be granted for up to one year at a time and may be extended under exceptional circumstances.

**29.2. Earning of Leave Benefits.** Employees on unpaid leaves of absence shall continue to accrue seniority for purposes of salary and vacation levels, but shall not earn sick or vacation leave during such unpaid leave.

**29.3. Maternity Leave.** Upon medical verification of pregnancy, an employee may use paid sick leave and/or other paid leave prior to delivery and up to two months after delivery (or longer, if medically indicated). Unpaid leave may also be provided in accordance with the Family Leave Act and the Family and Medical Leave Act.

**29.4. Paternity Leave.** An employee may use his accumulated vacation time or any other leave to which he may be entitled under this agreement for a period of one month prior to and one month past delivery of his child and shall be entitled to apply for such leaves as are permitted in accordance with the New Jersey Family Leave Act.

**29.5. Educational Leave.** A permanent employee holding a classified position who desires to pursue a course of study that will increase his usefulness on return to his position may request a special leave of absence without pay which may be granted by the Employer at its discretion. Requests for special leave of absence shall be submitted in writing stating reasons request should be granted, the date leave is to begin, and probable date of return to duty. Special leaves of absence, if granted, shall be for a period not exceeding six months and the same may be extended for an additional period not exceeding six months by the Employer at his discretion.

## **ARTICLE 30 MEDICAL BENEFITS**

**30.1. Indemnity and PPO Plans.** The Employer shall continue to provide medical insurance through the traditional indemnity plan for full-time employees and part-time employees who are paid for an average of 20 hours per week or more. Dependent coverage shall be included. Employees shall be permitted optionally to participate in the available PPO plan. An open enrollment period shall be offered at least annually for employees who wish to change coverage. Employees shall be required to contribute toward the premium payments for the PPO plan only to the extent that such premiums exceed the cost of comparable coverage under the indemnity plan. Employee contributions, if required, shall be made through payroll deduction.

**30.2. Group Accident and Health Insurance.** Group accident and health insurance will be made available to all permanent and provisional employees. The cost will be divided between the Employer and the employees as per this agreement: Employer 75%; Employee 25%.

**30.3. Carrier.** The Employer has the right to change and select a new health benefits provider so long as comparable benefits are provided. Further, the Employer may self-insure health benefits so long as comparable benefits are provided. The Employer will notify the Union at least 30 days in advance of any such change.

**30.4. Medical Examinations.** Whenever the Employer requires any employee to undergo a medical examination, the cost of such examination shall be paid by the Employer.

**30.5. Continuation of Benefits.** Continuation privileges provided by federal or state law (*e.g.*, COBRA and FMLA) may be utilized by all qualified employees.

## **ARTICLE 31 PRESCRIPTION, DENTAL, AND OPTICAL BENEFITS**

**31.1. Prescription Plan.** The Employer shall provide a pharmaceutical plan enabling full-time employees and their dependents to purchase prescription drugs at retail pharmacies upon payment of \$7 for generic drugs and \$10 for brand-name drugs. Prescription expenses incurred prior to the effective date may be submitted for payment under the Employer's former prescription reimbursement program. All full-time personnel covered by this agreement are entitled to this benefit.

**31.2. Optical Plan.** The Employer shall provide reimbursement not to exceed \$90 annually per family for expenses incurred by full-time employees and their dependents for non-medical eye examinations, prescription lenses (including contact lenses), and frames. Payments shall be made upon presentation of a paid receipt by the employee.

**31.3. Dental Plan.** All full-time employees, together with part-time employees who work an average of 20 hours per week or more, shall be eligible to enroll in the dental program through a carrier selected by the Employer. The program shall consist of a fifty-fifty (50/50) co-payment basic services, preventive and diagnostic care plan. The maximum amount payable will be a total of \$1,000.00 in any calendar year in accordance with the descriptive program booklet provided by the carrier. The Employer will pay the premium for this program which shall include Single, Parent/Child or Family coverage.

## **ARTICLE 32 TEMPORARY DISABILITY INSURANCE**

**32.1. Coverage.** The parties agree that all personnel in the bargaining unit will be covered by temporary disability insurance pursuant to the State Plan set forth in the Temporary Disability Benefits Law. It is understood that both employer and employee contributions are required by the plan, and that employee contributions shall be paid by means of payroll deduction.

## **ARTICLE 33 RETIREE BENEFITS**

**33.1. Post-Retirement Health Benefits.** The Employer shall provide post-retirement medical health insurance benefits, provided the retiring employee meets any of the following requirements:

- (a) Retirement with 25 years of service to the County of Salem at any age; or
- (b) Retirement on a disability pension; or
- (c) Retirement at age 62 or older with at least 15 years of service to the County of Salem; or
- (d) Retirement with 25 years of credited service in a state-administered pension system, provided the retiring employee was on the employment rolls of the County of Salem as of August 1, 1991.

**33.2. Retiree Severance Pay.** Employees who are eligible for service pensions and who elect to retire will receive severance pay by separate check for 50% of their unused accrued sick leave at the date of retirement as full payment thereof.

- (a) The severance pay value will be calculated on the employee's current rate of pay. In no case shall the severance pay exceed the maximum of Fifteen Thousand Dollars (\$15,000.00).
- (b) Employees who remain in County service to fill an unclassified position shall have their prior accrued sick leave credit frozen for retirement benefits.

## **ARTICLE 34 OCCUPATIONAL SAFETY AND HEALTH**

**34.1. Working Conditions.** The Employer shall at all times maintain safe and healthful working conditions and provide employees with protective tools and devices reasonably necessary to ensure their safety and health. The proper use of this equipment is mandatory on the part of the employees.

**34.2. Health and Safety Committee.** The parties agree that they will set up an advisory Health and Safety Committee composed of two members appointed by the Union and two members appointed by County management. The Committee will meet at the discretion of its members and will forward any advisory reports in writing to the Employer and the Clerk of the Board of Chosen Freeholders.

## **ARTICLE 35 TRAVEL EXPENSES**

**35.1. Mileage Reimbursement.** Employees who are specifically requested and authorized to use their personal vehicle for authorized Prosecutor's business will be compensated at the rate of 25¢ per mile, except in those instances where the exact mileage rate is governed by an applicable State statute or a court order. Employees who are properly authorized to utilize their vehicle must submit their request for compensation for mileage on the proper voucher.

**35.2. Insurance Coverage.** Employees using their personal vehicles who are directed to do so by an appropriate supervisor on authorized business are covered under the County insurance limits, and are not required to provide any insurance coverage beyond what they consider adequate for their personal use of their vehicles. The Employer will reimburse those employees utilizing their personal vehicles on office business with verification to the Employer, up to \$200.00 to compensate for the increased premium they become subject to because of this usage. The employee must provide a certificate of insurance to the Employer, citing the minimum coverage required. Also, the employee must submit proof of payment to his insurance carrier for the excess insurance required. Employees covered under this provision must also notify the Employer immediately if their insurance lapses or is revoked for any reason. Failure to comply with this article shall subject the employee to disciplinary procedures as determined by the Employer.

**35.3. Use of Vehicles for Business.** Employees may be directed by their supervisor to utilize a County-owned vehicle during their employment. If an employee is authorized to utilize a County owned vehicle the employee is responsible for that vehicle and is not permitted, under any circumstances, to utilize that vehicle for personal use. County vehicles may only be utilized for official office business.

**35.4. Accidents.** Any time that an employee is utilizing a County vehicle and that vehicle is involved in any type of accident or traffic mishap, the employee must complete a report on the incident and give the report to his supervisor. The report must contain all details of the incident including the name, addresses and phone numbers of any other drivers involved along with the license number of other vehicles, the other driven, and the identity of any police department involved in investigation of the accident or mishap. A diagram plan should also be included to show graphically exactly how the traffic mishap or accident occurred. Any employee who fails to comply with the above rules and regulations or to follow the motor vehicle regulations of the State of New Jersey will be subject to full disciplinary procedures at the discretion of the Employer.

**35.5. Meals.** Employees shall be entitled to reimbursement for meals while traveling outside the County of Salem on official office business. Reimbursements shall consist of \$6 for breakfast, \$10 for lunch, and \$20 for dinner. Meal reimbursement shall not apply to employees who are attending training sessions or conferences if meals are provided as part of the program.

## **ARTICLE 36 (RESERVED)**

**ARTICLE 37  
INDEMNIFICATION**

37.1. The Employer shall indemnify an employee for damages resulting from any tort claim or any civil violation of state or federal law arising out of the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct, or an intentional wrong.

**ARTICLE 38  
SEVERABILITY AND SAVINGS**

38.1. If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect absent the affected clause.

**ARTICLE 39  
FULLY BARGAINED PROVISION**

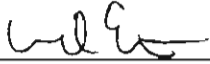
39.1. This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this agreement.

**ARTICLE 40  
TERM OF AGREEMENT**

40.1. The parties agree that this contract shall be effective retroactive to July 1, 1996, except where otherwise specified in specific articles of the agreement, and that this contract shall continue in full force and effect until December 31, 1999.

IN WITNESS to this Agreement, the parties have caused their duly authorized representatives to affix their signatures below.

FOR THE EMPLOYER



Ronald Epstein, Salem County Prosecutor

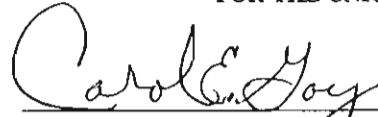


C. David Sparks, Freeholder Director

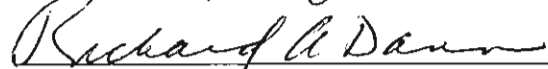


Attest: Gilda T. Gill, Clerk of the Board

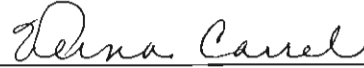
FOR THE UNION



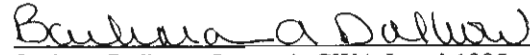
Carol Gay, CWA Representative



Richard A. Dann, President, CWA Local 1085



Verna Carrell, Vice President, CWA Local 1085



Barbara Dolbow, Steward, CWA Local 1085



# **APPENDIX A**

## **TITLES AND SALARY RANGES**

Range Numbers are at left. Hours per week are in parenthesis.

- 5 Account Clerk Typing (35)
- 14 Administrative Clerk (35)
- 3 Clerk (35)
- 6 Clerk Stenographer (35)
- 4 Clerk Typist (35)
- 4 Docket Clerk (35)
- 10 Principal Account Clerk Typing (35)
- 10 Principal Clerk Stenographer (35)
- 9 Principal Clerk Typist (35)
- 7 Senior Account Clerk Typing (35)
- 8 Senior Clerk Stenographer (35)
- 6 Senior Clerk Typist (35)
- 12 Supervising Clerk Typist (35)

# APPENDIX B

## 1997-1999 SALARY RANGES

RANGE	JULY 1, 1997		JULY 1, 1998		JULY 1, 1999	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
1	\$17,062	\$22,180	\$17,488	\$22,735	\$17,751	\$23,076
2	\$17,574	\$22,846	\$18,013	\$23,417	\$18,283	\$23,768
3	\$18,101	\$23,531	\$18,553	\$24,119	\$18,832	\$24,481
4	\$18,644	\$24,237	\$19,110	\$24,843	\$19,397	\$25,216
5	\$19,203	\$24,964	\$19,683	\$25,588	\$19,978	\$25,972
6	\$19,779	\$25,713	\$20,274	\$26,356	\$20,578	\$26,751
7	\$20,373	\$26,484	\$20,882	\$27,147	\$21,195	\$27,554
8	\$20,984	\$27,279	\$21,508	\$27,961	\$21,831	\$28,380
9	\$21,613	\$28,097	\$22,154	\$28,800	\$22,486	\$29,232
10	\$22,262	\$28,940	\$22,818	\$29,664	\$23,161	\$30,109
11	\$22,930	\$29,808	\$23,503	\$30,554	\$23,855	\$31,012
12	\$23,617	\$30,703	\$24,208	\$31,470	\$24,571	\$31,942
13	\$24,326	\$31,624	\$24,934	\$32,414	\$25,308	\$32,901
14	\$25,056	\$32,572	\$25,682	\$33,387	\$26,067	\$33,888
15	\$25,807	\$33,550	\$26,453	\$34,388	\$26,849	\$34,904
16	\$26,582	\$34,556	\$27,246	\$35,420	\$27,655	\$35,951
17	\$27,379	\$35,593	\$28,064	\$36,483	\$28,485	\$37,030
18	\$28,200	\$36,661	\$28,905	\$37,577	\$29,339	\$38,141
19	\$29,046	\$37,760	\$29,773	\$38,704	\$30,219	\$39,285
20	\$29,918	\$38,893	\$30,666	\$39,866	\$31,126	\$40,464
21	\$30,815	\$40,060	\$31,586	\$41,062	\$32,060	\$41,677
22	\$31,740	\$41,262	\$32,533	\$42,293	\$33,021	\$42,928
23	\$32,692	\$42,500	\$33,509	\$43,562	\$34,012	\$44,216
24	\$33,673	\$43,775	\$34,515	\$44,869	\$35,032	\$45,542
25	\$34,683	\$45,088	\$35,550	\$46,215	\$36,083	\$46,908
26	\$35,724	\$46,441	\$36,617	\$47,602	\$37,166	\$48,316

<b>27</b>	\$36,795	\$47,834	\$37,715	\$49,030	\$38,281	\$49,765
<b>28</b>	\$37,899	\$49,269	\$38,847	\$50,501	\$39,429	\$51,258
<b>29</b>	\$39,036	\$50,747	\$40,012	\$52,016	\$40,612	\$52,796
<b>30</b>	\$40,207	\$52,269	\$41,212	\$53,576	\$41,830	\$54,380

# APPENDIX C

## 1997 SALARY TABLE FOR EMPLOYEES WITH ONE YEAR OF SERVICE OR MORE AS OF JULY 1, 1997

Range	Previous Salary as of 6/30/97	New Salary as of 7/1/97
3	Under \$17,574 \$17,574 - \$22,863 \$22,864 - \$23,180 Over \$23,180	\$18,241 Add \$668 to previous salary \$23,531 Add \$351 to previous salary
4	Under \$18,101 \$18,101 - \$23,549 \$23,550 - \$23,875 Over \$23,875	\$18,789 Add \$688 to previous salary \$24,237 Add \$362 to previous salary
5	Under \$18,644 \$18,644 - \$24,256 \$24,257 - \$24,591 Over \$24,591	\$19,352 Add \$708 to previous salary \$24,964 Add \$373 to previous salary
6	Under \$19,203 \$19,203 - \$24,983 \$24,984 - \$25,329 Over \$25,329	\$19,933 Add \$730 to previous salary \$25,713 Add \$384 to previous salary
7	Under \$19,779 \$19,779 - \$25,733 \$25,734 - \$26,089 Over \$26,089	\$20,531 Add \$752 to previous salary \$26,484 Add \$396 to previous salary
8	Under \$20,373 \$20,373 - \$26,505 \$26,506 - \$26,871 Over \$26,871	\$21,147 Add \$774 to previous salary \$27,279 Add \$407 to previous salary
9	Under \$20,984 \$20,984 - \$27,300 \$27,301 - \$27,678 Over \$27,678	\$21,781 Add \$797 to previous salary \$28,097 Add \$420 to previous salary
10	Under \$21,613 \$21,613 - \$28,119 \$28,120 - \$28,508 Over \$28,508	\$22,435 Add \$821 to previous salary \$28,940 Add \$432 to previous salary
11	Under \$22,262 \$22,262 - \$28,962 \$28,963 - \$29,363 Over \$29,363	\$23,108 Add \$846 to previous salary \$29,808 Add \$445 to previous salary

<b>Range</b>	<b>Previous Salary as of 6/30/97</b>	<b>New Salary as of 7/1/97</b>
<b>12</b>	Under \$22,930 \$22,930 - \$29,831 \$29,832 - \$30,244 Over \$30,244	\$23,801 Add \$871 to previous salary \$30,703 Add \$459 to previous salary
<b>13</b>	Under \$23,617 \$23,617 - \$30,726 \$30,727 - \$31,151 Over \$31,151	\$24,515 Add \$897 to previous salary \$31,624 Add \$472 to previous salary
<b>14</b>	Under \$24,326 \$24,326 - \$31,648 \$31,649 - \$32,086 Over \$32,086	\$25,250 Add \$924 to previous salary \$32,572 Add \$487 to previous salary
<b>15</b>	Under \$25,056 \$25,056 - \$32,598 \$32,599 - \$33,049 Over \$33,049	\$26,008 Add \$952 to previous salary \$33,550 Add \$501 to previous salary
<b>16</b>	Under \$25,807 \$25,807 - \$33,575 \$33,576 - \$34,040 Over \$34,040	\$26,788 Add \$981 to previous salary \$34,556 Add \$516 to previous salary
<b>17</b>	Under \$26,582 \$26,582 - \$34,583 \$34,584 - \$35,061 Over \$35,061	\$27,592 Add \$1,010 to previous salary \$35,593 Add \$532 to previous salary
<b>18</b>	Under \$27,379 \$27,379 - \$35,620 \$35,621 - \$36,113 Over \$36,113	\$28,420 Add \$1,040 to previous salary \$36,661 Add \$548 to previous salary
<b>19</b>	Under \$28,200 \$28,200 - \$36,689 \$36,690 - \$37,196 Over \$37,196	\$29,272 Add \$1,072 to previous salary \$37,760 Add \$564 to previous salary
<b>20</b>	Under \$29,046 \$29,046 - \$37,789 \$37,790 - \$38,312 Over \$38,312	\$30,150 Add \$1,104 to previous salary \$38,893 Add \$581 to previous salary
<b>21</b>	Under \$29,918 \$29,918 - \$38,923 \$38,924 - \$39,462 Over \$39,462	\$31,055 Add \$1,137 to previous salary \$40,060 Add \$598 to previous salary
<b>22</b>	Under \$30,815 \$30,815 - \$40,091 \$40,092 - \$40,646 Over \$40,646	\$31,986 Add \$1,171 to previous salary \$41,262 Add \$616 to previous salary

<b>Range</b>	<b>Previous Salary as of 6/30/97</b>	<b>New Salary as of 7/1/97</b>
<b>23</b>	Under \$31,740 \$31,740 - \$41,294 \$41,295 - \$41,865 Over \$41,865	\$32,946 Add \$1,206 to previous salary \$42,500 Add \$635 to previous salary
<b>24</b>	Under \$32,692 \$32,692 - \$42,532 \$42,533 - \$43,121 Over \$43,121	\$33,934 Add \$1,242 to previous salary \$43,775 Add \$654 to previous salary
<b>25</b>	Under \$33,673 \$33,673 - \$43,808 \$43,809 - \$44,414 Over \$44,414	\$34,952 Add \$1,280 to previous salary \$45,088 Add \$673 to previous salary
<b>26</b>	Under \$34,683 \$34,683 - \$45,123 \$45,124 - \$45,747 Over \$45,747	\$36,001 Add \$1,318 to previous salary \$46,441 Add \$694 to previous salary
<b>27</b>	Under \$35,724 \$35,724 - \$46,476 \$46,477 - \$47,119 Over \$47,119	\$37,081 Add \$1,357 to previous salary \$47,834 Add \$714 to previous salary
<b>28</b>	Under \$36,795 \$36,795 - \$47,871 \$47,872 - \$48,533 Over \$48,533	\$38,193 Add \$1,398 to previous salary \$49,269 Add \$736 to previous salary
<b>29</b>	Under \$37,899 \$37,899 - \$49,307 \$49,308 - \$49,989 Over \$49,989	\$39,339 Add \$1,440 to previous salary \$50,747 Add \$758 to previous salary
<b>30</b>	Under \$39,036 \$39,036 - \$50,786 \$50,787 - \$51,489 Over \$51,489	\$40,519 Add \$1,483 to previous salary \$52,269 Add \$781 to previous salary

# APPENDIX D

## 1997 SALARY TABLE FOR EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE AS OF JULY 1, 1997

Range	Previous Salary as of 6/30/97	New Salary as of 7/1/97
3	Under \$17,574 \$17,574 - \$23,004 \$23,005 - \$23,180 Over \$23,180	\$18,101 Add \$527 to previous salary \$23,531 Add \$351 to previous salary
4	Under \$18,101 \$18,101 - \$23,694 \$23,695 - \$23,875 Over \$23,875	\$18,644 Add \$543 to previous salary \$24,237 Add \$362 to previous salary
5	Under \$18,644 \$18,644 - \$24,405 \$24,406 - \$24,591 Over \$24,591	\$19,203 Add \$559 to previous salary \$24,964 Add \$373 to previous salary
6	Under \$19,203 \$19,203 - \$25,137 \$25,138 - \$25,329 Over \$25,329	\$19,779 Add \$576 to previous salary \$25,713 Add \$384 to previous salary
7	Under \$19,779 \$19,779 - \$25,891 \$25,892 - \$26,089 Over \$26,089	\$20,373 Add \$593 to previous salary \$26,484 Add \$396 to previous salary
8	Under \$20,373 \$20,373 - \$26,668 \$26,669 - \$26,871 Over \$26,871	\$20,984 Add \$611 to previous salary \$27,279 Add \$407 to previous salary
9	Under \$20,984 \$20,984 - \$27,468 \$27,469 - \$27,678 Over \$27,678	\$21,613 Add \$630 to previous salary \$28,097 Add \$420 to previous salary
10	Under \$21,613 \$21,613 - \$28,292 \$28,293 - \$28,508 Over \$28,508	\$22,262 Add \$648 to previous salary \$28,940 Add \$432 to previous salary
11	Under \$22,262 \$22,262 - \$29,141 \$29,142 - \$29,363 Over \$29,363	\$22,930 Add \$668 to previous salary \$29,808 Add \$445 to previous salary

<b>Range</b>	<b>Previous Salary as of 6/30/97</b>	<b>New Salary as of 7/1/97</b>
<b>12</b>	Under \$22,930 \$22,930 - \$30,015 \$30,016 - \$30,244 Over \$30,244	\$23,617 Add \$688 to previous salary \$30,703 Add \$459 to previous salary
<b>13</b>	Under \$23,617 \$23,617 - \$30,915 \$30,916 - \$31,151 Over \$31,151	\$24,326 Add \$709 to previous salary \$31,624 Add \$472 to previous salary
<b>14</b>	Under \$24,326 \$24,326 - \$31,843 \$31,844 - \$32,086 Over \$32,086	\$25,056 Add \$730 to previous salary \$32,572 Add \$487 to previous salary
<b>15</b>	Under \$25,056 \$25,056 - \$32,798 \$32,799 - \$33,049 Over \$33,049	\$25,807 Add \$752 to previous salary \$33,550 Add \$501 to previous salary
<b>16</b>	Under \$25,807 \$25,807 - \$33,782 \$33,783 - \$34,040 Over \$34,040	\$26,582 Add \$774 to previous salary \$34,556 Add \$516 to previous salary
<b>17</b>	Under \$26,582 \$26,582 - \$34,795 \$34,796 - \$35,061 Over \$35,061	\$27,379 Add \$797 to previous salary \$35,593 Add \$532 to previous salary
<b>18</b>	Under \$27,379 \$27,378 - \$35,839 \$35,840 - \$36,113 Over \$36,113	\$28,200 Add \$821 to previous salary \$36,661 Add \$548 to previous salary
<b>19</b>	Under \$28,200 \$28,200 - \$36,914 \$36,915 - \$37,196 Over \$37,196	\$29,046 Add \$846 to previous salary \$37,760 Add \$564 to previous salary
<b>20</b>	Under \$29,046 \$29,046 - \$38,022 \$38,023 - \$38,312 Over \$38,312	\$29,918 Add \$871 to previous salary \$38,893 Add \$581 to previous salary
<b>21</b>	Under \$29,918 \$29,918 - \$39,163 \$39,164 - \$39,462 Over \$39,462	\$30,815 Add \$898 to previous salary \$40,060 Add \$598 to previous salary
<b>22</b>	Under \$30,815 \$30,815 - \$40,337 \$40,338 - \$40,646 Over \$40,646	\$31,740 Add \$924 to previous salary \$41,262 Add \$616 to previous salary



<b>Range</b>	<b>Previous Salary as of 6/30/97</b>	<b>New Salary as of 7/1/97</b>
<b>23</b>	Under \$31,740 \$31,740 - \$41,547 \$41,548 - \$41,865 Over \$41,865	\$32,692 Add \$952 to previous salary \$42,500 Add \$635 to previous salary
<b>24</b>	Under \$32,692 \$32,692 - \$42,794 \$42,795 - \$43,121 Over \$43,121	\$33,673 Add \$981 to previous salary \$43,775 Add \$654 to previous salary
<b>25</b>	Under \$33,673 \$33,673 - \$44,078 \$44,079 - \$44,414 Over \$44,414	\$34,683 Add \$1,101 to previous salary \$45,088 Add \$673 to previous salary
<b>26</b>	Under \$34,683 \$34,683 - \$45,400 \$45,401 - \$45,747 Over \$45,747	\$35,724 Add \$1,040 to previous salary \$46,441 Add \$694 to previous salary
<b>27</b>	Under \$35,724 \$35,724 - \$46,762 \$46,763 - \$47,119 Over \$47,119	\$36,795 Add \$1,072 to previous salary \$47,834 Add \$714 to previous salary
<b>28</b>	Under \$36,795 \$36,795 - \$48,165 \$48,166 - \$48,533 Over \$48,533	\$37,899 Add \$1,104 to previous salary \$49,269 Add \$736 to previous salary
<b>29</b>	Under \$37,899 \$37,899 - \$49,610 \$49,611 - \$49,989 Over \$49,989	\$39,036 Add \$1,137 to previous salary \$50,747 Add \$758 to previous salary
<b>30</b>	Under \$39,036 \$39,036 - \$51,098 \$51,099 - \$51,489 Over \$51,489	\$40,207 Add \$1,171 to previous salary \$52,269 Add \$781 to previous salary