

COLLECTIVE BARGINING AGREEMENT
BETWEEN
THE SALEM COUNTY PROSECUTOR
AND
THE COMMUNICATIONS WORKERS OF AMERICA,
COVERING SECRETARIAL AND CLERICAL PERSONNEL
IN THE PROSECUTOR' DEPARTMENT

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PREAMBLE

This agreement entered into September , 1994 by the Salem County Prosecutor, hereinafter referred to as the "Employer", and Communications Workers of America (CWA), AFL-CIO, hereinafter referred to as the "Union", contains the agreements reached between the parties as enumerated below.

The used of the word "he" throughout this contract applies to both male and female employees and is being used as a mater of convenience.

ARTICLE I RECOGNITION

The employer hereby recognizes the Communications Workers of America, AFL-CIO as the exclusive collective bargaining agent for all full time secretarial, clerical and supervising clerical personnel employed by the Prosecutor, excluding managerial executives, supervisors within the meaning of the Act, confidential employees, security personnel, detectives and investigators, seasonal and casual employees, per diem personnel, part time personnel (who are employed an average of nineteen (19) hours and fifty-nine (59) minutes or less per week during a fifty-two (52) week period commencing with the employees last date of hire), temporary eighty (80) day personnel and personnel represented in any other bargaining units. Full time personnel shall be construed to mean those employees working thirty (30) or more hours per week.

ARTICLE II MANAGEMENT RIGHTS

A. The Employer 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 8 without limiting the generality of the foregoing, the following rights:

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

2.) 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.

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

4.) To hire, promote, transfer, assign, re-assign, layoff and recall employees to work.

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

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

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

8.) To subcontract for any existing or future service as determined necessary to the Employer.

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

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

B. 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 III SEVERABILITY

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 IV
FULLY-BARGAINED PROVISION

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 in 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 V
PERFORMANCE EVALUATION

The Employer reserves the right to conduct performance evaluations of all personnel covered by this agreement. The parties agree that the Employer has the right to conduct individual performance evaluations of all personnel. Performance evaluations will be conducted by the appropriate supervisor designated by the Employer. When a performance evaluation is completed, the employee will receive a 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.

ARTICLE VI
WORK RULES

The Employer may, at his discretion, adopt work rules for the efficient and orderly operation of his departments. The bargaining agent will be given a copy of any work rules fifteen (15) working days prior to the imposition of those 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 employer directives, as administered at the discretion of the Employer, work rules shall be equitably applied and enforced.

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 VII
WORK CONTINUITY

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 stoppage.

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 VIII
LEAVES OF ABSENCE - GENERAL RULES

A permanent full time employee holding a classified position who is temporarily mentally or physically incapacitated to perform his duties pursuant to Title XI, may be granted special leave of absence without pay upon written application to the Employer.

1.) Requests for special leave of absence shall be submitted in writing stating the reason for the request, the date leave begins and the probable date of return.

2.) Special leave of absence, if granted, shall not exceed six (6) months.

ARTICLE IX
BULLETIN BOARDS

The Employer agrees to make available to the Union space for one (1) 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 X
RETIREMENT

A. Hospitalization - Upon retirement, employees with a minimum of twenty-five (25) years of service shall have hospitalization, surgical and major medical benefits paid in full by the Employer, except that the employee shall be responsible for any premium amount on any plan that exceeds the premium for standard Blue Cross/Blue Shield Major-Medical coverage.

B. Employees on Employment Rolls on August 1, 1991 - Upon retirement, employees with minimum of twenty-five (25) years of service shall have health benefits paid by the Employer. Years of service shall be determined by employee's years of service to the County of Salem together with such additional years of service to a public agency that is a member of the Public Employees Retirement System (PERS) or the New Jersey Police and Firemen's Retirement System (PFRS).

C. Employees Employed After August 1, 1991 - After August 1, 1991, upon retirement, in order to have Health benefits paid by the Employer, an employee must retire having satisfied the following requirements:

- (a.) twenty-five (25) years of service to the County of Salem at any age; or
- (b.) have retired with a disability pension;
or
- (c.) have retired from County of Salem service at sixty-two (62) years of age or older with at least fifteen (15) years of service to the County of Salem

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

1.) The severance pay value will be calculated on the employee's rate of pay. In no case shall the severance pay exceed fifteen thousand dollars (\$15,000.00).

2.) Employees who remain in County service to fill an unclassified position shall have their prior accrued sick leave credit frozen for retirement benefits.

ARTICLE XI
TERMINATIONS/RESIGNATIONS

Terminations: Personnel covered by this agreement may not terminate their employment during a vacation period, nor may they make a vacation day the last day of their employment.

Resignations: Resignation of employees covered by this contract shall be governed by applicable New Jersey Department of Personnel regulations.

ARTICLE XII
CALL IN PAY

If an employee is called in by his supervisor to perform work beyond the regularly scheduled workday for that employee as established by employee's supervisor, and the employee is called from home to return to work, the employee shall be guaranteed three (3) hours work at time and one-half compensation.

ARTICLE XIII
SICK LEAVE

A. General - Sick leave is defined as the absence from duty of an employee who, because of personal illness is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of the immediate family critically ill and requiring said presence of the employee.

A member of the employee's immediate family shall be limited to husband or wife, son or daughter, mother or father, grandmother or grandfather, brother or sister, mother-in-law or father-in-law, or foster family member.

B. Eligibility - Permanent and provisional employees in the Employer's service shall be entitled to the following sick leave with pay:

One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) 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 sick leave for any calendar year 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 sick days used in excess of his prorated and accumulated entitlement.

Regular scheduled part time employees must have worked a minimum of eighty (80) hours during the given calendar month for sick leave credit, and are eligible for sick leave benefits on a prorated basis of hours worked versus standard full time hours as designated for that particular job classification.

C. Qualifying Requirements:

1.) If an employee is absent for five (5) or more consecutive working days, for any reason set forth in the above, the Employer may require acceptable evidence. The nature of illness shall be stated on the doctor's certificate unless it is confidential between the doctor and patient.

2.) The Employer or appointing authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Such requirement shall be consistent with Civil Service 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 he deems appropriate and which are consistent with State law.

3.) When it is known that sick leave will be required for more than ten (10) 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).

4.) Any employee who does not expect to report to work because of personal illness or for any of the reasons as set forth in paragraph "A" above shall notify his immediate supervisor or some other person in the work unit by telephone or personal message within one (1) hour after the beginning of work for his position except in twenty-four (24) hour shift operations where notice must be given a minimum of one (1) hour before the employee's starting time, unless extenuating circumstances prevent such notification.

5.) 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.

6.) In accumulating sick leave due, the total years of continuous service in classified New Jersey Department of Personnel positions with the County shall be considered, less sick leave utilized.

ARTICLE XIV
VACATION

A. Permanent or Provisional Employees (Full Time) - Permanent and Provisional employees in the Prosecutor's Office shall be entitled to the following annual vacation with pay subject to the approval of the requested times by the Prosecutor or his designee.

1.) For each full month or major part thereof, from date of hire up to and including December 31st following such date of hire - one (1) workday per month as earned.

2.) Beginning January 1 following hiring date through five (5) calendar years - twelve (12) work days per year.

3.) Beginning with the sixth (6th) calendar year through twelve (12) calendar years - fifteen (15) days per year.

4.) Beginning with the thirteen (13th) calendar year through twenty (20) calendar years - twenty (20) days per year.

5.) Beginning with the twenty-first (21st) calendar year, twenty-five (25) days per year.

B. Part Time Employees - To be eligible for vacation credit, regularly scheduled part time employees must have worked a minimum of eighty (80) hours during the calendar month. Awarded vacation will be on a prorated basis of hours worked versus standard full time hours as designated for a particular job classification.

C. 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.

D. Vacation Carry Over - When in any calendar year the vacation or any part thereof is not granted for reasons of business, such vacation periods shall accumulate and be granted during the next succeeding year only.

1.) At the employee's request, a portion of a current year's vacation may be carried forward into the succeeding year as follows:

<u>Years of Continuous Service</u>	<u>Vacation Eligible To Carry Over</u>	<u>Maximum Vacation Allowed to Accumulate</u>
2 but less than 15	Ten (10) days	Ten (10) days
15 but less than 20	Ten (10) days	Fifteen (15) days
20 or more	Ten (10) days	Twenty (20) days

2.) Any surplus vacation accumulated beyond the amount allowed to accumulate and not taken will be lost unless an exception is granted by the Employer.

3.) Requests to carry over vacation must be in the hands of the Employer no later than November 1st of the current calendar year.

ARTICLE XV
LONGEVITY

A. Employees covered by this agreement will be eligible for longevity payment provided they are members of the Classified Civil Service for a minimum of five (5) years or more with continuous, unbroken service from the last date of hire as a member of the Classified Civil Service on the following schedule:

1.) A minimum of five (5) years up to the completion of nine (9) years - 1 3/4% of the employee's current annual base salary.

2.) Ten (10) years of service up to the completion of fourteen (14) years of service - 2 1/2% of the employee's current annual base salary.

3.) Fifteen (15) years of service up to the completion of nineteen (19) years of service - 6% of the employee's current annual base salary.

4.) Twenty (20) years of service and beyond - 6% of the employee's current annual base salary.

B. Payment will be made by separate check at the end of the month following the employee's service anniversary date.

C. 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 Classified Civil Service as an employee of the County of Salem.

D. 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 XVI
OVERTIME

A. Overtime shall be paid at one and one-half (1-1/2) times the employee's prevailing hourly wage rate for time worked in excess of eight (8) hours on a regularly scheduled work day, or in excess of forty (40) hours in a regularly scheduled work week, or any time worked on a Saturday, Sunday, County holiday, or on a scheduled time off from a regular work day. All overtime must be worked upon the authorization and direction of the supervisor.

B. Overtime shall be offered on the basis of seniority and it shall be offered to the most senior employee first, provided:

1.) Management has determined that the most senior employee has the skill and ability to perform the overtime assignment.

2.) Such management determinations shall be grievable only to the Prosecutor's level in the grievance procedure.

3.) Senior employees who are qualified for overtime assignments who refuse such overtime assignments shall then be skipped in the next round of overtime assignment.

4.) The overtime assignment list of seniority shall be based upon the date of last hire.

ARTICLE XVII
WORKMEN'S COMPENSATION, SAFETY & HEALTH

A. When an employee is injured in the course of his employment and qualifies for Workmen's Compensation:

1.) He will be paid the difference between the amount received as compensation and his salary during the period he is unable to work as determined by a physician designated by the County's insurance administrator up to a maximum of twelve (12) months.

2.) Time lost will not be charged against accumulated sick leave.

B. 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.

C. The parties agree that they will set up an advisory Health and Safety Committee composed of two (2) members appointed by the Union and two (2) 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 Clerk of the Board of Chosen Freeholders and the Employer.

ARTICLE XVIII
HOURS OF WORK

A. For all employees in the Prosecutor's Office covered by this agreement, the work week shall be seven (7) hours per day, thirty-five (35) hours per week. The time taken for lunch will not be counted as part of the seven (7) hour day.

B. For all employees in the Prosecutor's Office covered by this agreement who work thirty (30) hours per week, the work week shall be six (6) hours per day, thirty (30) hours per week. The time taken for lunch will not be counted as part of the six (6) hour day.

C. The existing starting time shall not be changed without at least two (2) calendar weeks notice to the affected employees and not without having discussed such changes and their jurisdiction with the Union, except in emergency situations as declared by the Employer.

D. The Employer has sole discretion to close the office during inclement weather or for reasons of emergency.

ARTICLE XIX
HOLIDAYS

- 1.) New Year's Day
- 2.) Washington's Birthday (3rd Monday in February)
- 3.) Lincoln's Birthday
- 4.) Martin Luther King's Birthday
- 5.) Good Friday
- 6.) Memorial Day (Last Monday in May)
- 7.) Independence Day
- 8.) Labor Day
- 9.) Columbus Day (2nd Monday in October)
- 10.) General Election Day
- 11.) Veteran's Day
- 12.) Thanksgiving Day
- 13.) Thanksgiving Friday
- 14.) Christmas Day
- 15.) Such holidays as the Employer may legally deem appropriate.

Holidays designated above which officially fall on a Sunday shall be celebrated on the following Monday; and holidays that fall on a Saturday shall be celebrated on the preceding Friday except when otherwise designated by the Employer. In order to be compensated for a holiday, employees must work the preceding work day and the work day immediately following the holiday. An authorized vacation day, authorized sick day or any other authorized leave of absence shall constitute a work day for the purposes of this article in addition to a regular day of work.

ARTICLE XX
VEHICLE UTILIZATION

A. Employees who are specifically requested and authorized to use their personal vehicle for authorized Prosecutor's business will be compensated at the rate of twenty-one cents (.23) per mile, except in those instances where the exact mileage rate is governed by an applicable State statute or a Court order.

B. Employees who are properly authorized to utilize their vehicle for Prosecutor's business must submit their request for compensation for mileage on the proper voucher.

Prosecutor's 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 automobiles. Salem County will reimburse those employees utilizing their

personal cars on Prosecutor's business up to two-hundred dollars (\$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 County Treasurer, 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 County Treasurer 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.

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 county business.

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 names, addresses and phone numbers of any other drivers involved along with the license number of other vehicles, the other drivers 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 direction of the Employer.

ARTICLE XXI EDUCATIONAL LEAVE

A. 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 his 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 (6) months and the same may be extended for an additional period not exceeding six (6) months by the Employer at his discretion.

B. The Employer agrees to establish a clerical advancement program with a maximum reimbursement of \$250.00 per year per unit.

In order to be eligible for reimbursement, the employee shall submit a request to his supervisor before enrolling in a course of study.

Upon approval by the Employer or his designee, and after the successful completion of the course with a passing grade, such employee shall be eligible for reimbursement. Acceptable proof of both completion and successfully passing the course will be submitted upon request by the Employer.

ARTICLE XXII
DUES DEDUCTION

A. 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 Employee shall remit the dues to the Union: Secretary/Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street, N.W. N.W., Washington, D.C., 20001-2797; by the tenth (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.

B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, actions, litigations or judgments brought or issued 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 XXIII
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 Clerk of the

Board's Office. 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.

ARTICLE XXIV
OUT OF TITLE WORK

If an employee works outside of his classification, within this bargaining unit, at the request of the Employer, for a period in excess of five (5) consecutive work days or in excess of eleven (11) work days 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 (6th) consecutive work day or twelfth (12th) accumulative day in a calendar year. No compensation shall be paid under any circumstances for the first five (5) work days in an out-of-title classification. Out-of-title compensation shall not be relevant to supervisory positions as they are not contained within this bargaining unit.

ARTICLE XXV
UNION LEAVE

A. Members of the bargaining unit who are designated by the Union may be granted up to twenty (20) aggregate days per contract year with full pay to attend to Union business.

B. Any employee requesting such leave must do so in writing and the request must be submitted at least seventy-two (72) hours before the commencement of such leave.

Permission of the employee's immediate supervisor and the Employer is required before the leave may commence.

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 (2) 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 (4) employees will be granted permission for negotiating sessions.

C. If the president of the local Union is a member of this bargaining unit, the president will be permitted eight (8) Union leave days in addition to the Union leave enumerated above in this article and an additional eight (8) unpaid leave days in each year of this contract.

D. Union representatives are only permitted time off under the terms of the specific Labor Agreement of which they are a member of the bargaining unit. Pyramiding of Union leave time from other contracts is not permitted.

ARTICLE XXVI
JOB OPENINGS

A job opening for a newly-created position or a vacancy in an existing position may be posted on an appropriate bulletin board for a period of at least five (5) working days.

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 an Employer managerial determination. A copy of the posting will be sent to the local Union president.

ARTICLE XXVII
PART TIME BENEFITS - MEDICAL INSURANCE, DENTAL PLAN
VACATION AND SICK LEAVE

Part time personnel who work in excess of nineteen (19) hours and fifty-nine (59) minutes per week, each week of the fifty-two (52) week year will receive medical insurance benefits, dental plan benefits, prorated sick leave and vacation leave in accordance with the actual amount of time worked.

ARTICLE XXVIII
ADMINISTRATIVE LEAVE
(Personal Business Leave)

Three (3) days Administrative Leave with pay per year may be granted each employee at his request upon approval of the Employer after completion of one (1) year of service as a County employee. The employee becomes eligible for the above January 1st after he has completed one (1) full year of service.

Except in emergency conditions, forty-eight (48) hours prior notice of such request shall be given to the immediate supervisor.

Two Administrative Leave days must be taken in full day increments during the calendar year in which earned and shall not be accumulative. One Administrative Leave day may be taken in two (2) half day units.

New employees shall be eligible for one (1) day of Administrative Leave after each six (6) months.

ARTICLE XXIX
OTHER LEAVES

A. Bereavement Leave - For attendance upon the death of a member of the immediate family three (3) days bereavement leave without loss of pay may be allowed for each incident upon approval of the employee's immediate supervisor. Bereavement Leave must be taken not later than three (3) working days after the funeral.

A member of the employee's immediate family shall be limited to husband or wife, son or daughter, mother or father, stepmother, stepfather, brother, sister, stepsister, stepbrother, or stepchild, grandmother, grandfather, mother-in-law, father-in-law, or foster family member.

B. 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.

C. 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.

D. Leave Credit - When an employee is granted a special leave without pay at his/her request, no benefits accrue. The time which the employee is on leave cannot be utilized to count for his/her time "on the job", and thereby allow the employee to gain entitlement to vacation days, sick leave, personal days, etc. Also, while on an authorized leave of absence without pay, at his/her own request, this time cannot be counted for the employee's longevity. County paid medical insurance benefits also will cease while on leave (except as provided by the Federal Family Leave Act in accordance with the contract.)

2.) No employee will receive any credit toward seniority or any other benefit for any time served on any type of paid 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.

3.) 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 XXX
PRODUCTIVITY

The Union agrees that it will cooperate with the Employer in any productivity program adopted by the Employer covering employees of this bargaining unit.

ARTICLE XXXXI
MEDICAL INSURANCE BENEFITS

A. Hospital, Surgical, and Major Medical Benefits - Full time employees in accordance with Article Twenty-Eight above, after ninety (90) days service may enroll for benefits for the entire family. The premiums will be paid by the County based upon the premium for the Blue Cross/Blue Shield coverage. For employees electing H.M.O. (Aetna, U.S. Healthcare, or HMO/Blue), the employee will pay the difference between the prevailing rate of Blue Cross/Blue Shield coverage and the premium for H.M.O. This additional amount will be paid through payroll deductions from the employee.

1.) Employees appointed to fill regular positions for short periods of time, maximum of four (4) months or the equivalent thereof, are not eligible for hospital, surgical and major medical benefits.

2.) Premiums to be paid by the County on approved medical leave for the first forty-five (45) days after using accrued sick leave to employee and all eligible dependents.

B. 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%.

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

ARTICLE XXXII
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.

ARTICLE XXXIII
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 XXXIV
EMPLOYEE REPRESENTATION

If an employee is called in for disciplinary reasons by the employee's supervisor, the employee shall have the right to have one (1) Union representative present, provided the employee notifies his supervisor.

The Union will notify the supervisor of the one (1) Union representative so that the Union representative will be present during the disciplinary conference.

There will be no wage deduction for time spent by an employee and one (1) Union representative for attendance at disciplinary, grievance, arbitration or litigation proceedings within the County for matters arising under the within agreement involving the employee's employment with the Prosecutor's Office. With regard to such proceedings occurring outside the county of Salem, there will be no wage deduction for attendance by the employee and one (1) Union representative for a maximum of one (1) day per employment incident.

The employee and Union representative will give advance notice to their supervisors prior to the above required absence from work. Both of the above provisions apply only to the employee who is a party to the proceedings and one (1) representative for that employee. The above provision does not apply to witnesses that may be called on behalf of the employee.

ARTICLE XXXV
DISABILITY COVERAGE

The parties agree that all personnel in the bargaining unit will receive the New Jersey State Disability Plan benefit. This benefit incorporates a schedule of benefits on the basis of a payroll deduction of one-half (1/2) of one (1) percent of the employee's base wages and a similar one-half (1/2) of one (1) percent of employee's base wages contributed by the Employer to defray the cost of this program.

ARTICLE XXXVI
GRIEVANCE PROCEDURE

A. Purpose:

1.) The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems which may arise affecting the terms and conditions contained in this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Procedure:

- 1.) Grievances shall be processed promptly and expeditiously.
- 2.) Formal grievances and appeals shall be filed in writing.
- 3.) Communications and decisions concerning formal grievances shall be in writing.
- 4.) A grievant shall be permitted a representative at all levels of the procedure.
- 5.) There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Prosecutor at Level 3.
- 6.) Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.

7.) Failure by the Employer to issue a decision within the specified time limits shall render the grievance awarded on behalf of the grievant.

8.) 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.

9.) Forms for grievance processing shall be developed between the parties and shall be mutually agreed by the parties and distributed on an "as needed" basis by either party.

10.) The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

11.) If either party violates the procedural aspects of this agreement, a procedural violation of the terms of 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.

C. Processing:

1.) 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 may, however, be extended by mutual agreement in writing.

2.) Any grievance or dispute that might arise between the parties or any employee with reference to the application of or the meaning or interpretation of any provision of this agreement shall be settled in the following manner:

STEP ONE: The grievant or his representative shall file a grievance within ten (10) work days following the date on which the grievance actually occurred. The grievance will be filed with the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time; such time period shall not exceed five (5) work days. The grievance shall be filed in writing.

STEP TWO: In the event the grievance cannot be resolved at the first level after 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 five (5) work days after receipt of the decision

of the immediate supervisor at the second step. The Prosecutor shall review the grievance once filed at the second step and render an answer within seven (7) work days after the receipt of the grievance.

STEP THREE: If the grievance is not settled through steps one (1) and two (2), the Union may submit the grievance to final and binding arbitration thirty (30) calendar days after the determination by the Prosecutor.

If a review request is received, the employee or his representative must notify the Public Employment Relations Commission in writing of the grievant's desire to have an arbitrator appointed. The Public Employment Relations Commission shall then submit a list of arbitrators to the parties for review. The parties shall review the list of arbitrators and

shall have the right to strike any names from the list that are unacceptable to either party, with the grievant and/or his representative striking first.

If, after review of the list, there are no acceptable names, the parties shall request the Public Employment Relations Commission to submit an additional list of seven (7) names and each party shall again have the right to strike three (3) names from said list with the grievant striking first. The last remaining name on the second list shall be appointed as the arbitrator.

The parties agree that the arbitration process in this grievance procedure may only be utilized for two (2) binding cases and one (1) advisory case in each calendar year.

The arbitrator shall hold a hearing and hear the position of each side and utilize whatever efforts the arbitrator deems appropriate, including mediation, in an attempt to resolve the dispute. The arbitrator shall submit a written report to the parties with his binding award. The parties shall review the award and the parties shall implement the award based upon the arbitrator's report.

The arbitrator shall not have the power to add to, or subtract from the collective bargaining agreement. The arbitrator shall confine his review to the application of or the meaning or interpretation of the provision of the agreement cited as being violated by the employee or his representative.

In up to two (2) disciplinary matters a year, the parties agree that only two (2) such cases may be submitted to advisory arbitration. The award shall be non-binding and advisory to the Prosecutor in these two (2) cases.

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

ARTICLE XXXVII
SALARIES

A. The parties agree that all employees covered by this agreement who are on a salary basis or hourly basis shall receive the following increases which shall be added to their base hourly rate:

Three percent (3%)	added to base salary -	July	1, 1993
One percent (1%)	added to base salary -	January	1, 1994
Five percent (5%)	added to base salary -	July	1, 1994
Five percent (5%)	added to base salary -	July	1, 1995

The parties agree that all members covered by this agreement who are on a salary basis or hourly basis actually on payroll May 31, 1994 shall be eligible for the salary adjustment enumerated above. Any employee who has terminated County service prior to May 31, 1994 is not entitled to any benefits of this agreement including salary increases.

ARTICLE XXXVIII
SENIORITY

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

A. 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.

B. 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 XXXIX
PERSONNEL CHANGES

The Employer agrees to provide to the Union a quarterly list of personnel changes including new employees, employees who have left County employment, promotions and transfers.

ARTICLE XL
MATERNITY/PATERNITY LEAVE

A. Maternity Leave - An employee shall notify the Employer of her pregnancy when it is medically confirmed. In all cases, an approximate due date shall be provided the Employer by her physician. Additionally, the employee must provide medical certification indicating that she is capable of safely performing her normal work duties beyond the fourth (4th) month of pregnancy. She may use her accumulated sick leave and/or vacation time before the expected confinement and up to two (2) months beyond the delivery date. The employee may be granted, upon her written request, a supplementary maternity leave without pay in accordance with the New Jersey Family Leave Act.

B. 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 (1) month prior to and one (1) 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.

ARTICLE XLI
DENTAL PROGRAM

A. All full time personnel covered by this agreement and part time personnel who qualify in accordance with Article XXVIII of this agreement shall be eligible to enroll in a dental program from a carrier selected solely and exclusively by the County. 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 one-thousand (\$1,000.00) dollars in any calendar year in accordance with the descriptive program booklet provided by the carrier. The County will pay the premium for this program which shall include Single, Parent/Child, or Family coverage.

ARTICLE XLII
PRESCRIPTION PROGRAM AND OPTICAL PROGRAM

A. Prescription Program:

As of July 1, 1993, the County shall provide payment of \$190.00 dollars per year per employee for a prescription drug reimbursement program for the employee and the employee's family. Families shall be defined as the employee's spouse and the employee's children until their eighteenth (18th) birthday. The employee must submit the amount of prescription payment receipts to the County on a white voucher for reimbursement up to a maximum of \$190.00.

All full time personnel covered by this agreement are entitled to this benefit. This existing benefit shall remain in effect while the employee is on an approved medical leave.

B. Optical Program:

1.) Effective July 1, 1993 the Employer shall reimburse up to Seventy-Five (\$75.00) dollars per contract year, per family, upon submission of a paid receipt by the employee.

2.) Effective July 1, 1994 the Employer shall reimburse up to Eighty (\$80.00) dollars per contract year, per family, upon submission of a paid receipt by the employee.

3.) Effective July 1, 1995 the Employer shall reimburse up to Ninety (\$90.00) dollars per contract year, per family, upon submission of a paid receipt by the employee.

4.) This plan covers non-medical eye examinations, prescription glasses and/or frames and/or contact lenses.

5.) All full-time personnel covered by this agreement are entitled to this benefit.

ARTICLE XLIII
COMPENSATORY TIME

If, after twelve (12) calendar months from the date that compensatory time is actually earned, an employee can not schedule the use of compensatory time with the employer, solely due to a managerial decision, then the employee will be paid the straight time rate of hourly compensation applicable on the date that the compensatory time was actually earned for the amount of unused compensatory time remaining after the expiration of the twelve (12) calendar months.

This provision shall apply only to compensatory time which is earned by an employee at the direction of management. It shall not at any time apply to permissive or self-scheduled compensatory time.

~~This provision shall apply only to compensatory time earned after the signature date of this agreement in 1989, and shall not be applicable or retroactive to any compensatory time earned prior to the signature date of this agreement.~~

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ARTICLE XLIV
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.

ARTICLE XLV
BENEFIT RE-OPENER

All benefits granted to Communications Workers of America/County Employees on July 1, 1993 excluding salary, shall also benefit the parties to this contract.

ARTICLE XLVI
DURATION

The parties agree that this contract shall be effective retroactive to the July 1, 1993, except where otherwise specified in specific articles of the agreement and that this contract shall continue in full force and effect until June 30, 1996.

ARTICLE XLVII

If, as a result of any re-negotiations or increase of wages during the term of the contract between the Communications Workers of America and County of Salem, the employer will agree to his employees, covered under this contract, the same or equal increase.

APPENDIX A

A. Christmas Eve Day - 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 work day. 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.

The parties signify their agreement on the above terms of this agreement and place their signature below:

FOR THE SALEM COUNTY PROSECUTOR

Ronald A. Epstein
Ronald A. Epstein
Salem County Prosecutor

FOR COMMUNICATIONS WORKERS OF AMERICA

Calvin W. Money
Calvin W. Money
Int'l. Representative

Catherine B. Nancy
Catherine Nancy, President

Cheryl D. Samuels
Cheryl D. Samuels, Committee Member

Barbara A. Dolbow
Barbara A. Dolbow, Committee Member

FOR THE FUNDING AGENT:

John M. Lake, Jr.
John M. Lake, Jr., Freeholder Director

ATTEST:

Gilda T. Gill
Gilda T. Gill, Clerk of the Board

Date: 12/7/94