

*Contract no.*  
*1312*

INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

AUG 18 1992

RUTGERS UNIVERSITY

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1989 - 1990

AGREEMENT

between

BURLINGTON COUNTY PROSECUTOR

and

PROSECUTOR'S CLERICAL EMPLOYEES

and

COMMUNICATION WORKERS OF AMERICA, LOCAL #1044

Effective Date of Agreement

January 1, 1989 - December 31, 1991

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PREAMBLE

WHEREAS, the County Prosecutor has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting his relations with his employees insofar as such practices and procedures are appropriate to the functions and obligations of the County Prosecutor, to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this agreement is not intended to modify any of the discretionary authority vested in the County Prosecutor by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of employees covered by this agreement, to prevent interruptions of work and interference with the efficient operations of the office of the County Prosecutor and to provide an orderly and prompt method for handling and processing grievances;

This agreement dated \_\_\_\_\_, between the Burlington County Prosecutor, hereinafter referred to as the "Employer" and the Prosecutor's Clerical employees as represented by the Communications Workers of America Local 1044, hereinafter referred to as the "Union" or "Representative".

Now, therefore, the parties agree with each other as follows:

## ARTICLE I

### RECOGNITION

The employer recognizes the Communications Workers of America, Local 1044, as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all clerical employees of the County Prosecutor.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURE

#### Section 1:

Collective bargaining with respect to rates of pay, hours of work, and all other conditions of employment shall be conducted by the respective duly-authorized bargaining agents of the employer and employees.

#### Section 2:

Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the employer or employees.

#### Section 3:

Clerical employees of the Prosecutor's Office of Burlington County designated by the employees to participate in collective bargaining meetings, call for the negotiation of a collective bargaining agreement, or for renegotiation pursuant to the terms and provisions of this agreement, shall be excused from work assignments while in attendance at such meetings.

## ARTICLE III

### REPRESENTATIVES

#### Section 1: Grievance Representatives

The employer shall permit the grievance representative or alternate representative to conduct their business (consisting of conferences with employees and management on specific grievances in accordance with the grievance procedures set forth herein) during the duty hours of the representatives and without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the work force or require the recall of off-duty personnel.

#### Section 2: Negotiating Committee

The employer shall permit members of the employee's negotiating committee to attend collective bargaining meetings during the duty hours of its members, without loss of pay.

## ARTICLE IV

### MANAGEMENT RIGHTS

Except as modified, altered, or amended by the terms of this agreement, the employer shall not be limited in the exercise of his statutory management functions. The employer hereby retains the exclusive right to hire, direct, and assign the working force; to plan, direct and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force observing demotional rights established by Civil Service; to hire and lay off classified employees in accordance with Department of Personnel procedure; to introduce new or improved methods or facilities, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, the employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in such office prior to the signing of this agreement.

Both employer and union agree that all management rights not specifically listed herein are also retained by the employer.

## ARTICLE V

### EMPLOYEES' RIGHTS

Employer hereby agrees that every employee shall have the right freely to organize, join, and support the union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of the State of New Jersey or the Constitution of the State of New Jersey and of the United States.

The employer further agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the union and its affiliates, his/her participation in any activities of the union and its affiliates, collective negotiations with the employer, or his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment as prescribed by the laws of the Constitution of the State of New Jersey.

For purposes of this agreement, the term "Clerical Employees" shall be defined as full time employees employed on a permanent basis, to include the plural as well as the singular, and to include females as well as males.

## ARTICLE VI

### GRIEVANCE PROCEDURE

A. The purpose of the grievance procedure shall be to settle grievances between the employer and a grievant as quickly as possible so as to assure efficiency and promote employee morale. All grievances shall be processed as follows:

1. The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Chief of County Detectives or Office Manager, whichever is appropriate, or his/her designee within five (5) days after the incident complained of. The Chief of Detectives or Office Manager or his/her designee will review the grievance, investigate the facts and submit a written answer to the grievant within seven (7) days of the submission date on the grievance form.

2. If the grievant is not satisfied with the answer submitted by the Chief of Detectives or Office Manager, whichever is appropriate, during the Step 1 stage of his/her process, the same shall be reduced to writing by the grievant and/or his/her representative and submitted to the Prosecutor within ten (10) days.

3. The Prosecutor or First Assistant Prosecutor shall review the matter and, within fifteen (15) days of the receipt of the complaint, submit a written decision with respect to the alleged grievance. Such decision as made by the Prosecutor shall be final and binding on all issues not otherwise appealable.

B. It is hereby agreed that this agreement shall, in no way, limit or restrict the union or its members from exercising any legal rights which it might have, including its rights to resort to PERC, the Department of Personnel or the Courts.

## ARTICLE VII

### WORK RULES

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided that the same are not contrary to this agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or copy sent to the Union.

Such rules and regulations shall be equitably applied and enforced.

## ARTICLE VIII

### GENERAL RULES OF COMPENSATION

A. Rates of compensation set forth in this Agreement, in an addendum or supplement, shall apply only to full time employees.

Part time employees shall work no more than 24 hours per week. The hourly rate shall be computed as follows: The annual salary for the occupied position shall be divided by the number of working days per year, the product of which shall be divided by eight (8).

B. "Salary" shall refer to and mean an employee's base pay, exclusive of bonuses and other financial benefits.

C. Copies of all resolutions creating and/or abolishing job positions or titles which are covered under the terms of this agreement shall be sent to the Union following adoption by the Employer.

#### D. Promotion/Demotion

1. Whenever an employee is promoted from one class or title to a class or title with a higher salary range, his/her salary shall be adjusted to the step on the higher range which is equal to or greater than one (1) step on his/her present range.

2. Whenever an employee is demoted from one class or title to a class or title with a lower salary range, his/her salary shall be adjusted to the step on the lower range which is equal to or less than the previous step on his/her present range.

#### E. Out-of-Title Pay

An employee who is the sole employee to assume the job responsibilities of another employee who holds a higher paid title for more than five (5) consecutive days or after ten (10) days in a calendar year shall be entitled to the adjustment in pay provided in Paragraph D of this Article. In no event shall the procedure of upgrading an employee's classification be used in lieu of promoting a duly qualified employee when available. In the event an employee shall work more than five (5) consecutive days, payment shall be retroactive to the first day worked in the higher paid title. In the event of more than ten (10) non-consecutive days, higher title pay shall begin on the 11th day.

ARTICLE IX

SALARIES

It is agreed that to be covered by this Agreement, an employee shall have maintained continuous full time employment up to and including the date of full execution by both parties with the exception of those employees who have retired from employment with Burlington County.

A. Salary Adjustments/1989

1. Effective January 1, 1989, all steps on the 1988 Burlington County Compensation Plan shall be increased by one thousand and one hundred dollars (\$1,100). To be eligible for said increase, the employee shall have been on the payroll September 30, 1988 and shall have maintained continuous full time employment through January 1, 1989 unless the employee is below the established minimum salary for Burlington County.

2. On July 1, 1989, all employees who have at least eleven (11) months of continuous full time employment by June 15, 1989 shall be eligible for a salary adjustment based upon the established Performance Evaluation System (Exhibit C) and the Burlington County Compensation Plan (Exhibit B-89). This shall be accomplished by adding five percent (5%) of the first step in an employee's range to his/her base salary. The employee will then be placed on the range for that title at a step equal to or above his/her new base salary. Should an employee's July base salary adjustment be greater than Step 17 of the 1989 Burlington County Compensation Plan, he/she shall receive the difference in a cash award on July 1, 1989.

3. Should an employee's range change, the employee shall receive the July 1, 1989 increase in addition to being placed on the next step on the new range.

B. Salary Adjustments/1990

1. Effective January 1, 1990, all steps on the 1989 Burlington County Compensation Plan shall be increased by one thousand and one hundred dollars (\$1,100), thus creating the 1990 Burlington County Compensation Plan.

2. On July 1, 1990, all employees who have at least eleven (11) months of continuous full-time employment by June 15, 1990 shall be eligible for a one (1) step salary adjustment based upon the established Performance Evaluation System (Exhibit C) and the Burlington County Compensation Plan (Exhibit B-90). Any employee on or above Step 17 of the 1990 Burlington County Compensation Plan shall receive his/her July 1, 1990 increment in a cash award.



### C. Salary Adjustments/1991

1. Effective January 1, 1991, all steps on the 1990 Burlington County Compensation Plan shall be increased by one thousand and one one hundred fifty dollars (\$1,150) thus creating the 1991 Burlington County Compensation Plan.

2. On July 1, 1991, all employees who have at least eleven (11) months of continuous full time employment by June 15, 1991 shall be eligible for a one-step salary adjustment based upon the established Performance Evaluation System (Exhibit C) and the Burlington County Compensation Plan (Exhibit B-91). Any employee on or above Step 17 of the 1991 Burlington County Compensation Plan shall receive his/her July 1, 1990 increment in a cash award.

## ARTICLE X

### TUITION REIMBURSEMENT

Employees will be eligible for tuition reimbursements for courses which are job related, provided prior approval is received from the Prosecutor. The determination as to whether a course is job related will be within the sole discretion of the Prosecutor.

If prior approval is granted, the employee must submit evidence that he/she has attained a grade equivalent to a "C" or better. In addition, the employee must agree to remain in the Prosecutor's service for a period of six (6) months following completion of each three (3) credits reimbursed. Such period of County service is to be cumulative. If such employee does not remain in the Prosecutor's service for the appropriate length of time, the total amount of tuition paid will be reimbursed to the County by the employee or deducted from the employee's final pay. The amount of reimbursement shall be limited to the equivalent cost of three (3) undergraduate credit hours at Rutgers, the State University, per semester.

## ARTICLE XI

### WORK SCHEDULE

"Working day" is defined as Monday through Friday, excluding holidays.

A. For all clerical employees in the Prosecutor's Office, the work day shall be seven (7) consecutive hours per day, thirty-five (35) hours per week. The work week shall consist of five (5) consecutive days. Lunch periods shall not be included in the seven (7) hour period.

B. Regular working hours shall consist of any consecutive seven (7) hour period from 8:30 AM to 4:30 PM or from 9:00 AM to 5:00 PM, with one hour for lunch.

## ARTICLE XII

### HOLIDAYS

The following paid holidays will be observed:

1. January 1, known as New Year's Day.
2. Third Monday in January known as Martin Luther King's Birthday.
3. February 12th, known as Lincoln's Birthday.
4. Third Monday in February, known as Washington's Birthday
5. Good Friday
6. Last Monday in May, known as Memorial Day.
7. July 4th, known as Independence Day.
8. First Monday in September, known as Labor Day.
9. Second Monday in October, known as Columbus Day.
10. General Election Day
11. November 11th, known as Veterans' Day.
12. Fourth Thursday in November, known as Thanksgiving Day
13. Friday after Thanksgiving Day.
14. December 25th, known as Christmas Day.

Holidays which fall on Saturday shall be observed on the prior Friday, and those which fall on Sunday shall be observed on the following Monday.

Employees must be in a pay status the work day before and the work day after a holiday in order to be paid for the holiday.

Holiday Pay - If any employee is not scheduled to work on a holiday, but is requested to do so by the supervisor, such employee shall be compensated at the rate of one and one-half times the employee's rate, in addition to which such employee shall receive straight time for the holiday.

## ARTICLE XIII

### OVERTIME

General Rules:

1. Overtime refers to any time worked beyond the normal work week and is to be earned only when an employee is ordered to work by the Department Head, Office Manager or immediate supervisor. Such order shall be given only when unusual circumstances arise. If an employee works overtime, he/she shall be entitled to compensatory time off or pay equal to one and one half times the number of overtime hours worked so long as it is consistent with the Fair Labor Standards Act.

2. No overtime shall be authorized or approved unless the individual making the application has, in fact, worked his/her designated position beyond his/her normal work week of either thirty-five (35) or forty (40) hours. Sick leave shall not be considered "time worked," unless the employee provides medical documentation for him/herself or other persons covered within the definition of sick leave with his/her request for overtime payment. Personal leave, holiday and vacation time shall be considered "time worked" if properly scheduled and approved.

3. Compensatory time off must be taken within the thirty (30) day period immediately following the overtime worked unless priority of work necessitates an extension of time or the calendar year ends within the thirty (30) day period. Compensatory time shall not accumulate from year to year, but previously earned compensatory time shall not be altered or affected by the terms of this agreement.

4. If any employee elects to be compensated with overtime pay in lieu of compensatory time off, he/she shall immediately notify the department head, following the period in which overtime hours are worked.

5. If compensatory time cannot be scheduled within a thirty (30) day period from the date the overtime was worked, the employee shall be compensated with overtime pay.

#### ARTICLE XIV

##### SENIORITY/JOB POSTING

A. Seniority is defined as an employee's total length of service with the employer.

B. In the event of a dispute concerning the seniority of two or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name.

C. The employer shall maintain an accurate, up-to-date seniority roster with each employee's date of permanent employment, classification and pay rate. Such records shall be available to the representative upon request.

D. Where openings in non-entry level positions occur, the openings shall be posted on the bulletin boards on the legal, investigative and all satellite offices, together with the basic job duties, shifts, and wage rates of such jobs. Copies of all postings shall be forwarded to the Union.

Notices shall remain posted for six (6) working days before filling the jobs, during which time any employee or his/her shop steward desiring such job may present his/her bid in writing.

If, in management's sole discretion, a job needs to be filled and the six (6)-day posting requirement inhibits timely filling of the position, the posting requirement shall be waived. The employee representative will be notified of this decision.

## ARTICLE XV

### BENEFITS

#### A. Health Benefits

1. Family Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits shall be available for all full time employees on the first of the month after three (3) months of service. The employer shall pay up to the same amount toward HMO coverage that it contributes toward basic coverage. Any additional costs for HMO coverage shall be the sole responsibility of the employee.

a. It is understood that, because of restricted open enrollment periods, some new employees may not be eligible to participate in HMO until the next open enrollment period. New employees will be so advised at the time of hire.

2. During the term of this Agreement, there shall be no change in the Group Hospital Medical Plan or any type of insurance presently maintained and paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones now in effect. Effective on or before August 1, 1989, the Group Hospital Medical Plan shall be BC/BS Medallion.

3. The County will extend to a maximum of ninety (90) days the health insurance coverage of eligible employees and their covered dependents upon exhaustion of such employee's accumulated sick leave and who are granted approved sick leave without pay, with the County paying the cost in accordance with Paragraph A above.

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee may prepay health premiums for the next two hundred and seventy (270) days of the approved leave of absence beyond the ninety (90) days paid by the County.

#### B. Dental

1. The Employer shall pay the full premium cost of a family program of dental care.

2. Effective July 1, 1989, the family program of dental care as presently exists shall be upgraded to include orthodontics for children only and prosthodontics. Employees' eligibility shall be determined in accordance with Paragraph A (Health Benefits).

a. The maximum payable by the carrier for services other than orthodontic benefits is one thousand dollars (\$1,000) per eligible patient in any calendar year.

b. Orthodontic benefits are subject to a one thousand dollar (\$1,000) maximum per lifetime which is separate from the maximum mentioned above.

### C. Prescription/Vision Care

1. Effective January 1, 1989, full time employees shall be eligible for prescription/vision care reimbursement not to exceed one hundred dollars (\$100). Effective January 1, 1990, the amount shall not exceed one hundred seventy-five dollars (\$175). Effective January 1, 1991, the amount shall not exceed two hundred dollars (\$200). To be eligible for such reimbursement, employees must be on the payroll effective September 30th of the previous year.

2. The County shall reimburse each eligible employee up to the maximum for prescription/vision care for him/herself and/or family members. Such payment for expenses incurred shall be for items or services not covered by any other employee benefit program and shall not be duplicative.

3. Reimbursement shall be made to the employee once documentation has been verified by receipt on approved forms. Such documentation shall be submitted no later than December 15th to the Burlington County Treasurer's Office.

4. Payment shall be made to the employee within a reasonable period prior to January 31st of the following year.

### D. Life Insurance

At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a five thousand dollar (\$5,000) life policy, premiums for the first one thousand dollars (\$1,000) of which shall be paid by the Employer. Premiums for the remaining four thousand dollars (\$4,000) coverage shall be paid by the employee through the payroll deduction plan.

### E. Disability Plan

All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan. A copy of the plan is to be provided to each employee. It is understood that this Plan or a plan with equivalent benefits requires the employee to make a contribution of at least fifty percent (50%) of the cost.

### F. Mileage

Employees shall be paid twenty-one cents (\$.21) per mile for privately-owned vehicles used during the course of employment.

### G. Clothing Allowance

If any employee, during other than normal work-related duties, damages clothing, such employee shall be reimbursed for the full amount thereof upon presentation of receipt for damages or two (2) quotes for repair and/or replacement, and a report submitted to the Chief of Investigators or Office Manager explaining the circumstances surrounding the loss.

### H. Jury Duty

If any employee is called to serve on a jury, the time will not be deducted from his/her vacation time if his/her jury check is turned over to the County Treasurer's Office for the number of days absent from his/her employ. This time must be reported on the daily report forms.

### I. Coffee Break

All employees shall receive two ten (10) minute coffee breaks, one in the morning and one in the afternoon.

ARTICLE XVI

VACATION

Full time employees in the Prosecutor's Office shall be entitled to the following annual vacation with pay subject to scheduling approval by the department head.

1. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one-half (1/2) working day for the month. Employees who begin work after the 23rd day of the month shall not receive any paid vacation for that month. All such time shall be credited on the first day of the following month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive paid vacation days as follows:

1 year and up to 5 years	12 days
after 5 and up to 12 years	15 days
after 12 and up to 20 years	20 days
after 20 years and over	25 days

3. Additional days based upon years of service are credited on January 1st in the calendar year of the employee's anniversary.

When, in any calendar year, the vacation or part thereof is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

4. All vacation leave is to be taken only as credited. Although each employee is credited with his/her vacation time at the beginning of the calendar year, vacation time is earned on a pro rated basis. The amount of time earned shall be pro rated to calculate time owed to the county should an employee leave the county service for any reason and at the end of each calendar year. Deductions will be made from an employee's final pay if more vacation has been taken than has been earned.

5. Any employee who is laid off due to a reduction in force, discharge, retired, or separated from the service of the employer for any reason prior to taking his/her vacation, shall be compensated in money for any earned, unused vacation time.

6. Permanent part time employees on a daily or hourly basis shall be eligible for vacations in accordance with Department of Personnel rules and regulations.

ARTICLE XVII

SICK LEAVE WITH PAY

A. Full time employees in the county service shall be entitled to sick leave with pay in accordance with the following schedule:

1. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month. Employees who begin work on the 9th through the 23rd day of the month shall receive one-half (1/2) working day for that month. Employees who begin work after the 23rd day of the month shall not receive any paid sick leave for that month. All such time shall be credited on the first day of the following month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day credited the first day of the next month for each month of service. Thereafter, employees shall receive fifteen (15) sick days for each year of service.

3. Sick leave may be taken as credited. Although each employee is credited with fifteen (15) sick days after the first calendar year, sick time is earned at 1 1/4 days per month for purposes of computing time owed to the Prosecutor's Office in the event an employee should leave prior to the completion of that calendar year and having used all credited sick time. When the employee leaves the County service and at the end of each calendar year, deductions will be made from an employee's pay if more sick leave has been taken than has been earned.

4. Permanent part time employees shall be eligible for sick leave of absence with pay in accordance with Department of Personnel rules and regulations.

5. An employee who exhausts all accumulated paid sick days in any one (1) year shall not be credited with additional paid sick leave days until the beginning of the next calendar year.

6. Paid sick days shall not accrue during a leave of absence without pay.

7. Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his/her position, or exposure to contagious disease. Sick leave may also be requested for the following reasons:

a. Up to ten (10) working days of emergency attendance upon a member of his/her family seriously ill and requiring the presence of such employee. Family is defined as spouse, parents, children, grandparents, or anyone residing in the same household. For good cause shown, this definition of family may be expanded, upon request and approval of the Prosecutor or his designee.

b. Up to five (5) working days may be requested for a death in the immediate family to include spouse, parents, parents-in-law, children, grandparents, or siblings. Upon request and approval of the Prosecutor, this definition may be expanded.

8. If any employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed.

9. If it is reasonably suspected that the employee is abusing the sick leave privilege, the department head may require the employee seeking leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time.

10. An employee who does not expect to report for work because of personal illness for any of the reasons included in the definition of sick leave set forth above shall notify his/her immediate supervisor by telephone or personal message prior to the normal starting time, or he/she shall suffer loss of pay.

11. Sick days may accumulate.

12. Employees who have exhausted their sick leave benefit and who wish to substitute vacation, personal leave or any other compensable time shall make such request to the Prosecutor, who may approve such request based upon merit.

#### B. Sick Leave/Pregnancy Disability

1. An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Prosecutor may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

2. An employee may use accrued leave time (for example: sick, vacation, personal) for pregnancy-disability purposes, but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.



### C. Military Leave

A permanent or temporary employee who is a member of the Naval Militia or of a Reserve component of any of the Armed Forces of the United States, who is ordered to undergo required annual field training or annual active duty for training, shall be granted a leave of absence with pay for such period, for a period of ten (10) working days. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his/her commanding officer and a copy of his/her orders prior to the effective date of such leave.

In the event that said employee wishes to undertake additional optional training through the National Guard, Naval Militia, or Reserve component, the employer shall consider the request for such leave, in accordance with regulations. Upon receiving reasonable notice from the New Jersey Department of Defense or the employee's respective reserve component that said employee has made application for such training, and also providing said leave of absence will not unduly interfere with the operation of the employee's department, it may be granted.

### D. Absence without Leave

Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

## ARTICLE XVIII

### SPECIAL LEAVE OF ABSENCE

A permanent employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study that will increase his/her usefulness on his/her return to the service, or who for any reason considered good by the Prosecutor desires to secure leave from his/her regular duties may, with the approval of the Prosecutor, be granted special leave of absence without pay for a period not exceeding six (6) months. With the approval of the Prosecutor, such leave may be extended for an additional period not exceeding six (6) months. Any employee requesting special leave without pay shall submit his/her request in writing stating the reason why, in his/her opinion, the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return to duty.

ARTICLE XIX

PERSONAL LEAVE

1. Each employee shall be eligible for three (3) personal leave days with pay for personal business with no accumulation of such leave from year to year. New employees in the county service shall be accorded one (1) personal leave day for each four (4) months of service in the first calendar year of employment.

2. An employee shall give no less than twenty-four (24) hours advance notice of his/her intent to take a personal leave day.

3. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but unearned personal leave time.

ARTICLE XX

RETIREMENT

A. Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective day of his/her retirement.

The amount of the supplemental compensation payment shall be computed at the rate of one-half (1/2) of eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed twelve thousand dollars (\$12,000) in 1989, thirteen thousand and five hundred dollars (\$13,500) in 1990 and fifteen thousand dollars (\$15,000) in 1991.

B. Employees who have retired or who shall retire with twenty-five (25) years or more of credited service to Burlington County shall be eligible to have his/her Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) benefits premium paid by the county. The employer shall pay up to the same amount toward HMO coverage that it contributes toward alternative coverages for each such retiree. Any additional cost for HMO coverage or coverage for eligible dependents shall be the sole responsibility of the retiree.

Prior to being eligible for this benefit, all retirees who are sixty-five (65) years or older must be carriers of Medicare A & B.

The county shall continue its current practice of payment of full coverage for the first 90 days following the date of retirement, regardless of the number of years of service.

ARTICLE XXI

WORKER'S COMPENSATION, SAFETY & HEALTH

A. When an employee is injured on duty, he/she shall notify the Prosecutor immediately so that a departmental report may be prepared. The employee and his/her immediate supervisor are also required to prepare an accident report. The employee will be placed on a leave of absence without pay unless he/she desires to use his/her accumulated time during this period of disability. If it is determined by the employer that the injury is work-related, the employee shall then be entitled to Worker's Compensation.

If he/she is on leave of absence without pay, he/she shall be entitled to his/her Worker's Compensation check without loss of any accumulated time.

If the employee has opted to use his/her accumulated time, he/she shall receive his/her normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is found to be entitled. The employee's personnel records shall then be modified, if necessary, to reflect the employee's entitlement to Worker's Compensation benefits with the balance of his/her salary, if any, to be paid by county payroll check.

If accumulated time is completely used up before Worker's Compensation benefits terminate, the employee shall thereafter receive only his/her Worker's Compensation benefits.

Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Worker's Compensation benefits. However, credit for said leave shall be actually added to an employee's account only upon his/her return to work.

B. The Employer shall at all times maintain safe and healthful working conditions, and shall provide employees with OSHA equipment once every two (2) years, as necessary, and with any additional wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

C. The Employer and a Representative shall each designate a safety committee member from the office. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Representative shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions during working hours with no loss of pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Employer.

D. Pregnant VDT operators who are requested to operate a VDT for five (5) hours or more per day shall be given the opportunity upon request to transfer to non-VDT work during the term of their pregnancy without loss of contractual benefits. Such transfer shall be contingent upon other non-VDT work being available and at the recommendation of the employee's physician.

## ARTICLE XXII

### PERSONNEL FILE

- A. All employees shall have the right to see all documents in their personnel file.
- B. An employee shall be permitted to have a copy of any documents in his/her file.
- C. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document, the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.
- D. Employees shall have the right to respond in writing to anything placed in their file.
- E. Employees may request the Prosecutor that records of counselling sessions contained in any personnel file be removed after twenty-four (24) months provided there has been no reoccurrence of the same or similar nature. The Department Head's refusal to remove said documents shall not be subject to the formal grievance procedure.

## ARTICLE XXIII

### EQUAL TREATMENT

The employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities. For the purposes of this Agreement, "he" shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

## ARTICLE XXIV

### UNION DUES

The employer agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction in a form acceptable to the employer, the amount of monthly union dues. Dues shall be per month or such amount as may be certified by the CWA to the employer at least thirty (30) days prior to the month in which the deduction of union dues is to be made. Deduction of union dues made pursuant hereto shall be remitted by the employer to the CWA, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, DC 20006, by the tenth (10th) calendar day after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local CWA president.

The CWA agrees to indemnify and hold the county and the Prosecutor's Office harmless against any and all claims, suits, orders or judgments brought or issued against the county with regard to the dues check-off, except for any claims that result from negligent or improper acts of the employer or its agent or servants.

1. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the county prior to December 15th of any given year. Dues shall be halted beginning with the first day period of each calendar year.

2. The county will immediately supply the union with a copy of any request to halt dues.

3. If, during the life of this agreement, there shall be any change in the rate of membership dues, the union shall furnish to the Prosecutor written notice prior to the effective date of such change, and shall furnish the Prosecutor a certified copy of the resolution, indicating dues changes and the effective date of such changes.

## ARTICLE XXV

### AGENCY SHOP

#### 1. Purposes of Fee

Beginning thirty (30) days after agreement on this contract, all eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

## 2. Amount of Fee

Prior to the beginning of each contract year, the union will notify the employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

## 3. Deduction and Transmission of Fee

After verification by the employer that an employee must pay the representation fee, the county will deduct the fee for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the union.

The county shall deduct the representation fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The county shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

## 4. Demand and Return System

The representation fee in lieu of dues only shall be available to the union if the procedures hereafter are maintained by the union.

The burden of proof under this system is on the union.

The union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the union that is either in aid of activities or causes of a partisan, political, or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the union.

The Union shall submit a copy of the union review system to the Burlington County Board of Chosen Freeholders and the Prosecutor. The deduction of the representation fee shall be available only if the union establishes and maintains this review system.

If the employee is dissatisfied with the union's decision, he/she may appeal to a three-member board established by the Governor.

#### 5. County Held Harmless

The union hereby agrees that it will indemnify and hold Burlington County, the Burlington County Board of Chosen Freeholders, and the Prosecutor harmless from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the county in accordance with this provision. The county shall not be liable to the union for any retroactive or past-due representation fee for an employee who was identified by the employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

#### 6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

#### 7. Enrollment

It is understood that the implementation of the agency fee program is predicated on the demonstration by the union that more than 60% of the eligible employees in the negotiating unit are dues-paying members of the union.

If at the signing of this contract, the above percentage has not been achieved, the agency fee plan will be continued through December 31, 1989, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1st, April 1st, July 1st or October 1st, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the contract on January 1st, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued, and eligibility for reinstatement shall be on a quarterly basis as provided above.

ARTICLE XXVI

RIGHTS AND PRIVILEGES OF THE REPRESENTATIVE

A. Designated agents of the Representative shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in Representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer. It is understood that all Representative activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Representative and the Employer.

B. The Union shall be granted an aggregate of five (5) paid and five (5) unpaid days leave time per annum to attend to Union business. However, in no event shall an employee be granted an aggregate to exceed five (5) days per annum whether paid or unpaid except upon approval of the Prosecutor. Use of such days shall be at the sole discretion of the Union provided the Union gives two (2) weeks written notice. If less than two (2) weeks written notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

C. The Union will continue to have the right to place items on existing employee bulletin boards. Materials found posted on areas other than bulletin boards shall be removed.

D. The Union President, or other authorized representative will have access to the premises under the jurisdiction of the Prosecutor and his offices during working hours provided such access does not interfere with the orderly operations of the Employer. Said representative will notify the appropriate designee of the Prosecutor of his/her presence.

E. Upon reasonable notice and approval of the Prosecutor or appropriate designee, the Union may hold meetings on Prosecutor's Office premises during the lunch hour.

F. The Union may distribute literature to members of the Bargaining Unit on Prosecutor's Office premises, so long as it is not disruptive of Prosecutor's Office business.

G. The use of the County mail delivery service shall be limited to those offices which currently occupy or which may occupy in the future a County-owned or leased facility.



ARTICLE XXVII

NO-STRIKE PLEDGE

For the duration of this agreement, the representative, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slowdown, cessation or stoppage of work, boycott, or other interference with or interruption of work at any of the operations of the employer. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this agreement.

ARTICLE XXVIII

EFFECTIVE DATES OF AGREEMENT

A. Duration and Effect

This agreement shall be effective as of the date of signing herein by all of the parties hereto, and shall remain in full force and effect through December 31, 1991. It is agreed to and understood by and between the parties hereto that, unless specifically referred to as retroactive thereto, all terms and provisions of this Agreement are not retroactive to January 1, 1989 and shall assume full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.

B. Renewal

This Agreement shall automatically renew itself on January 1, 1992 and continue from that point, on a year-to-year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this agreement.

ARTICLE XXIX

SAVING CLAUSE

In the event any article, section or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the court's decision, and upon issuance of such confer on the invalidated article, section or portion thereof.

ARTICLE XXX

GENERAL PROVISIONS

A. The Prosecutor and Union will meet from time to time upon reasonable request of either party to discuss matters of general interest and concern; matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A three (3)-day advance notice will be given by either party.

B. It is hereby agreed that this agreement shall, in no way, limit or restrict the union from exercising any legal rights which it might have, including its right to resort to P.E.R.C. or to seek a remedy through the courts.

C. The employer agrees to grant the necessary time off without loss of pay or time to any properly elected delegate of a bona fide Civil Service organization to attend any State or National convention as provided under N.J.S.A. 11:26C-4. The employer shall permit said delegate to attend the monthly State Delegates' meeting without loss of pay or time.

ARTICLE XXXI

COMPLETE AGREEMENT

The employer and the representative acknowledge this to be their complete agreement and that this agreement incorporates the entire understanding by the parties on all negotiable issues, whether or not discussed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairpersons and President respectively, attested by their clerk and Secretaries, respectively, and their seals to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

STEPHEN G. RAYMOND  
Burlington County Prosecutor

C.W.A. Local 1044  
JOHN LAZZAROTTI, President  
Communications Wkrs. of America

\_\_\_\_\_  
CHARLES T. JULIANA  
Clerk Administrator

\_\_\_\_\_  
Freeholder-Director

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_