

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE COMMUNICATION WORKERS OF AMERICA, LOCAL 1041, AFL-CIO,

SALEM COUNTY COUNCIL NO. 21, N.J.C.S.C.

COVERING NON-SUPERVISORY, NON-CONFIDENTIAL COUNTY PERSONNEL

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PREAMBLE

This agreement, entered into by the Salem County Board of Chosen Freeholders, hereinafter referred to as the "Employer", and Salem County Council No. 21, N.J.C.S./C.W.A., Local 1041, AFL-CIO, hereinafter referred to as the "union" contains the agreements reached between the parties as enumerated below.

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

ARTICLE I

RECOGNITION

- A. Salem County Council NO.21 N.J.C.S.A./C.W.A. has been designated by a certification election conducted by the Public Employment Relations Commission as the sole and exclusive majority union for all employees who are full time personnel holding non-supervisory/non-confidential white collar and blue collar titles who are employed by the County of Salem; but excluding all personnel holding managerial executive, supervisory, confidential or security titles and all personnel hired as part time personnel (who are employed 19 hours and 59 minutes or less per week in a 52 week period commencing with the employee's last date of hire), temporary eighty (80) day personnel, per diem personnel, casual personnel, seasonal personnel and all personnel represented by other bargaining units.
- B. Employees who are under the CETA Program are considered to be subject to all provisions of the contract agreement as provisional employees except that the Federal legislation and regulations concerning this program and any agreement between the state and local government prime sponsor which is involved shall be in effect and modify the provisions of this contract.

ARTICLE II

MANAGEMENT RIGHTS

- a. The Employer hereby retains and reserves onto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States. Including but without limiting the generality of the foregoing, the following rights:

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, reassign, 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 by 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 CLAUSE

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 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 its discretion, adopt work rules for the efficient and orderly operation of its departments. The bargaining agent will be given a copy of any work rules fifteen (15) working days prior to the imposition of those work rules and the bargaining agent will be required to make any consultative comments it may have no later than ten (10) working days after receipt of the proposed work rules. The Employer will consider the comments of the bargaining agent but the final adoption and implementation of the work rules will be a decision of the Employer. Consistent with the Employer directives, as administered at the discretion of the Clerk of the Board of Chosen Freeholders, work rules shall be equitably applied and enforced.

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 stoppages.

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 County Board of Chosen Freeholders.

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 leaves 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 every County Building. 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.
- B. 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 current rate of pay. In no case shall the severance pay exceed twelve thousand dollars (\$12,000).
 - 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
TERMINATION

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.

ARTICLE XII
SHIFT DIFFERENTIAL

Any person that is authorized and ordered by the County to work on a B or C shift shall receive the following shift differential payments:

- 1. B Shift - 23¢ - 7/1/84 to 6/30/85
25¢ - 7/1/85
- 1. C Shift - 28¢ - 7/1/84 to 6/30/85
30¢ - 7/1/85

ARTICLE XIII
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 the 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 XIV
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 County service shall be entitled to the following sick leave with pay.
1. 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, which can only be taken as earned. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed.
 2. 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 pro-rated basis of hours worked vs. 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 department head may require acceptable evidence. The nature of illness shall be stated on the doctor's certificate unless it is confidential between doctor and patient.
2. The department head 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.

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.
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 Civil Service positions with the County shall be considered less sick leave utilized.

ARTICLE XV
VACATION

- A. Permanent or Provisional Employees (Full Time) - Permanent and Provisional employees in the County shall be entitled to the following annual vacations with pay subject to the approval of the requested times by the employee's department head.
 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 1st following hiring date through five calendar years - twelve (12) days per year.
 3. Beginning with the sixth calendar year through twelve calendar years - fifteen (15) days per year.
 4. Beginning with the thirteenth calendar year through twenty calendar years - twenty (20) days per year.
 5. Beginning with the twenty-first 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 vs. 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 Board of Freeholders.
- 3. Request to carry over vacation must be in the hands of the department head no later than November 1st of the current calendar year.

ARTICLE XVI
LONGEVITY

- A. Employees covered by this agreement will be eligible for longevity payments provided that 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 of service - 1-1/4% 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 annual base salary.

3. Fifteen (15) years of service up to the completion of nineteen (19) years of service - 3-3/4% of the employee's current annual base salary.
 4. Twenty (20) years of service and beyond - 5% of the employee's current annual base salary.
- B. Payment will be made by separate checks 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 XVII
OVERTIME

- A. Overtime is defined as the hours worked beyond forty (40) hours in any work week or over eight (8) hours in a workday when not part of a regular scheduled workday. The calendar week is defined as from mid-night Sunday to midnight the following Sunday. All overtime must be worked upon the authorization and direction of a supervisor.
- B. All departments are authorized overtime for certain emergency conditions at the specific direction of their supervisors. Premium pay for overtime hours worked will be paid wage roll employees at 1-1/2 times the regular hourly rate as follows:
 1. All hours worked beyond forty (40) hours in the standard work week, if and when the employee is ordered to work by the department head.
 2. Hours worked on an official holiday shall be compensated at time and one-half in addition to the regular day's pay for the holiday. "Comp time" may be substituted for the regular day's pay, if requested by the employee.
 3. The first eight (8) hours of any shift worked on Sunday.
 4. All hours worked on a regular scheduled day off.

- C. Premium pay for overtime hours worked will be paid wage roll employees at double time the regular hourly rate as follows:
 - 1. Seventh consecutive day of the scheduled work week.
 - 2. Second shift of a double shift worked on Sundays and Holidays.
- D. 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 Board of Freeholders' 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 XVIII
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 insurance carrier.
 - 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 an 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.

ARTICLE XIX
HOURS OF WORK

- A. The standard number of work hours per week for all personnel covered by this agreement will be set forth in resolutions adopted by the County.
- B. The existing starting time of work shifts will not be changed without at least two (2) calendar weeks notice to the affected employees and not without having discussed such changes and their justification with the Union except in emergency situations as declared by the Clerk of the Board of Freeholders.
- C. Where the nature of the work requires a 24-hour per day, 7-day per week basis, employees so assigned will have their schedule arranged in a manner which will assure a rotation basis that all employees within their job classification will, where reasonably possible, have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

ARTICLE XX
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 for all County employees.

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 workday and the workday immediately following the holiday. An authorized vacation day, authorized sick day or any other authorized leave of absence shall constitute a workday for the purposes of this article in addition to a regular day of work.

ARTICLE XXI
AUTOMOBILE UTILIZATION

- A. Employees who are specifically requested and authorized to use their personal vehicle for authorized County business will be compensated at the rate of twenty-one (21) cents 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 County business must submit their request for compensation for mileage on the proper voucher.

County 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 County business up to one hundred dollars (\$100) to compensate for the increased premium they become subject to because of this usage. The employees 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 County Board of Chosen Freeholders.

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.

The employee to whom the County vehicle is assigned is responsible for the security and safe operation of the vehicle. He should insure that the vehicle is in safe operating condition and that the vehicle has sufficient gas, oil, water, coolant, etc. prior to starting out on

the assignment. County vehicles may only be utilized for official County business. Any employee who determines that a functional problem exists with a vehicle or that the vehicle is unsafe must report that condition to his supervisor.

Any time that an employee is utilizing a County vehicle and that vehicle is involved in any type of accident or traffic mishap, the employee must complete a report on the incident and give the report to his supervisor. The report must contain all details of the incident including the name, addresses and phone numbers of any other drivers involved along with the license number of other vehicles, the other 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 discretion of the Board of Chosen Freeholders.

ARTICLE XXII EDUCATIONAL LEAVE

A permanent employee holding a classified position who desires to pursue a course of study that will increase his usefulness on return to his position may request a special leave of absence without pay which may be granted by the Board of Chosen Freeholders at their 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 period not exceeding six (6) months and the same may be extended for an additional period not exceeding six (6) months by the Board of Chosen Freeholders at their discretion.

ARTICLE XXIII 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 Employer shall remit the dues to the Union: Secretary/Treasurer, Communication Workers of America, AFL-CIO, 1925 "K" Street N.W., Washington, DC 20006; by the 10th day of the month following the calendar month in which such deductions

are made, or earlier if reasonably possible, together with a list of employees from whose pay such deductions were made.

- B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, actions, litigation 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 XXIV
PERSONNEL FILES

- A. 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 County, and the employee must initial the document to signify that the employee has received the document.

ARTICLE XXV
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 ten (10) workdays, 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 eleventh (11th) workday. No compensation shall be paid under any circumstances for the first ten (10) workdays 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 XXVI
UNION LEAVE

- A. Members of the bargaining unit who are designated by the union may be granted up to twenty (20) aggregate days per calendar 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 Clerk of the Board of Chosen Freeholders 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 sessions, fact finding sessions and arbitration sessions. However, up to four (4) employees will be granted permission for negotiating sessions.

- C. In the first year of this agreement, if the president of the local union is a member of this bargaining unit, the president will be permitted eight (8) days union leave in addition to the union leave enumerated above in this article and four (4) additional days unpaid leave. In the second year of this agreement the four (4) unpaid leave days for the president will be increased to eight (8) unpaid leave days.

ARTICLE XXVII
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 Clerk of the Board for consideration. The determination of the County as to the employee selected for the position is solely a County managerial determination. If a job opening is posted, a copy of the posting will be sent to the local union president.

ARTICLE XXVIII
PART TIME BENEFITS - MEDICAL INSURANCE, DENTAL PLAN, VACATION & 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 (52) week year will receive prorated medical insurance benefits, dental plan, sick leave and vacation leave in accordance with the actual amount of time worked.

ARTICLE XXIX
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 department head, 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.

Administrative leave must be taken in full day increments during the calendar year in which earned and shall not be accumulative.

New employee shall be eligible for one (1) day of administrative leave after each six (6) months.

ARTICLE XXX
OTHER LEAVES

- A. Bereavement Leave - For attendance upon the death of a member of the immediate family (See Article XIV-A) up to three (3) days bereavement leave without loss of pay may be allowed for each incident upon approval of the employee's immediate supervisor.
- 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 Civil Service 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 - No employee will receive any credit toward seniority or any other benefit for any time served on any type of unpaid leave or leave that is in addition to or beyond that authorized by regular vacation leave, sick leave, or any of the leaves enumerated in this agreement. Leave credit shall not accrue in any instance where unpaid leave is granted or where a paid leave is granted in addition to leave normally authorized by this agreement.

ARTICLE XXXI
PRODUCTIVITY

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

ARTICLE XXXII
MEDICAL INSURANCE BENEFITS

- A. Hospital, Surgical and Major Medical Benefits - Full times employees and regular part time employees in accordance with Article XXVIII above, after ninety (90) days service may enroll for benefits for the entire family. The premium will be paid by the Employer.
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.
- 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 Employer may change the carrier and select the carrier for the benefits provided herein. However, the union must be notified at least thirty (30) days in advance and equivalent coverage must be provided.

ARTICLE XXXIII
WORK PERFORMANCE

All employees covered by this agreement will be expected to perform all duties as assigned by their supervisors. This shall include, but not be limited to, the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through County work rules, personnel regulations or other regulations.

ARTICLE XXXIV
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 XXXV
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 supervisor will notify the supervisor of the one (1) union representative so that the union representative will be present during the disciplinary conference.

The representative will not be paid or compensated in any way by the County for the time the representative is released from his work site up to and including the time the representative returns to the work site. The representative must report to his supervisor upon return to the work site to notify the supervisor that the representative has returned to work.

ARTICLE XXXVI
DISABILITY COVERAGE

The parties agree that all personnel in this 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 of one percent of the employee's base wages and a similar one-half of one percent of employee's base wages contribution by the Employer to defray the cost of this program.

ARTICLE XXXVII
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 Board of Chosen Freeholders 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 the agreement shall constitute a bar to preventing any grievance to arbitration. If either party commits a procedural violation in accordance with this clause, then the grievance shall be awarded to the other party who has not violated the procedural aspects of the grievance procedure.

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:
 - (1) STEP ONE - The grievant or his representative shall file a grievance within ten (10) workdays 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) workdays. The grievance shall be filed in writing.

- (2) STEP TWO - In the event the grievance cannot be resolved at the first level after the decision of the immediate supervisor is received if the employee wishes to appeal the grievance the employee or his representative must file the grievance within five (5) workdays after receipt of the decision of the immediate supervisor at the second step. The Clerk of the Board shall review the grievance once filed at the second step and render an answer within seven (7) workdays after the receipt of the grievance.
- (3) STEP THREE - If the grievance is dissatisfied with the answer submitted at Step Two, the grievant or his representative may submit the grievance to the Board of Chosen Freeholders' Clerk for the scheduling of a hearing. The Employer shall schedule the hearing within seven (7) calendar days after receipt of the grievance at Level Three. The hearing shall be heard within thirty (30) days after the actual receipt of the grievance appeal at Level Three. The Board, at its option, may deem that a hearing is not necessary and, in such case, it must notify the grievant and his representative of such a decision. If the hearing is deemed unnecessary or if the hearing is held, the Board of Chosen Freeholders shall respond to the grievance and deliver its written answer to the grievant and his representative no later than ten (10) workdays after the employee is notified of the Board's determination not to hold a hearing or, in the case of a hearing, ten (10) workdays after the adjournment of the hearing. Once the Board of Chosen Freeholders has made a decision on a grievance, the decision of the Board of Chosen Freeholders shall be final and binding, unless there is a specific statutory process for appeal to the New Jersey Civil Service Commission, then the appeal process of the New Jersey Civil Service Commission shall be followed if it is specifically elected in writing by the employee. However, if the grievant and/or his representative wishes review of the Board's decision by an impartial binding arbitrator, the employee or his representative may request such a review. The review request must be made within thirty (30) calendar days after receipt of the decision of the Board of Chosen Freeholders. If a review request is not received, the Board of Freeholders' decision as previously stated will be final and binding.

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 six (6) binding cases and three (3) advisory cases 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.

In any event, the final decision on all grievances shall rest with the Board of Chosen Freeholders and shall not be appealable to any form and shall be considered final and binding on all parties except for the six (6) case instances where appeal to a binding arbitrator is permitted above.

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.

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 Board and the union. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE XXXVIII

SALARIES

- A. The parties agree that all employees covered by this agreement who are on a salary basis or hourly basis actually on payroll as of September 28, 1984 shall receive the following increases which shall be retroactive to July 1, 1984. Hourly employee on the payroll as of September 28, 1984 shall receive an increase of forty cents (40¢) per hour added to their base hourly rate.

Salaries employees on the payroll as of September 28, 1984 who work thirty-five (35) hours a week shall an increase of seven-hundred

and twenty-eight dollars (\$728.00) added to their base annual salary. Salaried employees on the payroll as of September 28, 1984 who work forty hours per week shall receive an increase of eight-hundred and thirty-two (\$832.00) added to their base annual salary.

- B. All employees who are on payroll as of June 30, 1985 shall receive a six percent (6%) across the board increase added to their base hourly rate or annual salary as of July 1, 1985.
- C. A wage reopener will be applicable in the third year of the agreement for hourly rates and salaries to be adjusted as of July 1, 1986 to June 30, 1987.

ARTICLE XXXIX
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 Civil Service Statutes 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 XL
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 XLI
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 month of pregnancy.

She may use her accumulated sick leave and vacation time before the expected confinement and up to one (1) month beyond the delivery date. The employee may be granted, upon her written request, a supplementary maternity leave without pay for up to six (6) months.

ARTICLE XLII
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 employee shall pay the first twenty-five dollars (\$25.00) of all fees and costs. The maximum amount payable will be a total of one-thousand dollars (\$1,000.00) in any calendar year in accordance with the descriptive program booklet provided by the carrier. The County will pay the premium for this program for employee only coverage for the remaining term of this agreement.
- B. As of January 1, 1984 the dental program described in detail in Paragraph A above was amended to incorporate family, husband and wife, and parent and child coverage under the terms of the current program with fifty/fifty (50/50) co-payment for basic services, preventive and diagnostic care plan. A twenty-five dollar (\$25.00) initial deductible payment will continue to apply and the maximum amount payable will continue to be one thousand dollars (\$1,000.00) in any calendar year in accordance with the descriptive program booklet provided by the carrier. This coverage will continue for the remaining term of this agreement.

ARTICLE XLIII
UNIFORM ALLOWANCE

- A. Effective January 1, 1985 the following employees will be entitled to sixty dollars (\$60.00) on a voucher system for a uniform allowance: institutional attendants, food service workers, cooks, female building service workers, nurses and any other employees required to wear uniforms as designated by the County. Effective January 1, 1986 that amount shall be increased to seventy dollars (\$70.00). Effective January 1, 1987 that amount shall be increased to eighty dollars (\$80.00).
- B. Effective January 1, 1985 Road Department employees will be provided up to a sixty dollar (\$60.00) allowance per employee which shall be paid upon the submission of a receipt for the purchase of work shoes.

Effective January 1, 1986 that allowance will be increased to seventy dollars (\$70.00). Effective January 1, 1987 that allowance will be increased to eighty dollars (\$80.00).

- C. Mechanics in the Road Department will be provided with coveralls.
- D. It is understood and agreed that uniforms and shoes will be required to be worn by the County when an allowance is paid by the County.

ARTICLE XLI V
PRESCRIPTION PROGRAM

Effective January 1, 1985 the County shall provide a payment of eighty dollars (\$80.00) 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 eighty dollars (\$80.00).

Effective January 1, 1986 the County will provide an additional payment of forty dollars (\$40.00) toward the prescription reimbursement program. The maximum cost to the County from January 1, 1986 to December 31, 1986 shall be a net payment of one hundred and twenty dollars (\$120.00) as a maximum for reimbursement of the actual prescription costs submitted with employee and family receipts to the County with a white voucher.

This program shall continue for the remainder of this agreement with no further increase in reimbursement by the County. All full time personnel covered by this agreement are entitled to this benefit.

ARTICLE XLV
COMPENSATORY TIME

If, after eighteen (18) calendar months from the date that compensatory time is actually earned, an employee cannot schedule the use of compensatory time with the employee's department head solely due to a managerial decision; then the employee will be 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 eighteen (18) 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

This provision shall apply only to compensatory time earned after the signature date of this agreement in 1984 and shall not be applicable

or retroactive to any compensatory time earned prior to the signature date of this agreement.

ARTICLE XLVI
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 XLVII
BASE SALARY AND HOURLY RANGE INCREASES

In the first year of the agreement the base salary range and hourly wage range for each title covered by this agreement will be increased either by forty (40¢) cents per hour for hourly positions; or, by Seven Hundred Twenty-Eight (\$728.00) Dollars for 35 hour per week salaried positions or Eight Hundred Thirty-Two (\$832.00) Dollars for 40 hour per week salaried positions.

In the second year of the agreement each salary range base and hourly range base will be increased by Six (6%) Percent.

Under no circumstances will an employee receive more than one increase in a contract year. If an employee receives a starting base increase, the employee will not be entitled to any other contractual wage increase. An employee must be on payroll as of September 28, 1984 to be eligible for this increase and said increase will be prorated to their actual date of hire only. Employees hired after September 29, 1984 will receive only the "T" rate for the position for which they are hired.

ARTICLE XLVIII
DURATION

The parties agree that this contract shall be effective retroactive to the 1st day of July, 1984, except where otherwise specified in specific articles of the agreement and that this contract shall continue in full force and effect until June 30, 1987. The parties have agreed that a

re-opener provision on salary and two other issues for each party shall be effective for the last year of the agreement so that negotiations on the re-opener provision will commence on or before July 1, 1986.

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

FOR THE SALEM COUNTY BOARD OF CHOSEN
FREEHOLDERS:

Clinton H. Ware
Clinton H. Ware, Director

FOR COUNCIL 21, N.J.C.S.A./CWA, LOCAL 1041,
AF of L-CIO:

Mary Spalding Schweikert
Mary Spalding Schweikert, President

ATTEST:

Lee M. Munyon
Lee M. Munyon, Clerk of the Board

Alan Kaufman
Alan Kaufman, Int'l Representative

Barbara A. Day
Committee Member

Evelyn McCray
Committee

Signed this 21st day
of November, 1984.

APPENDIX A

1. CHRISTMAS EVE DAY

The parties agree that all non-essential employees as designated by the Clerk of the Board of Chosen Freeholders will be permitted to terminate their work duties as of 1:00 p.m. on Christmas Eve Day provided that Christmas Eve Day is a scheduled workday. Any employees who are deemed to be essential by the Clerk of the Board of Chosen Freeholders or employees employed in twenty-four (24) hour operations on A, B or C shifts including but not limited to public health, nursing home functions, JINS, home health agency functions, correction and public safety functions shall not be permitted to terminate their work duties. However, the personnel in the above referred twenty-four (24) hour operations shall be granted three (3) hours "comp" time which will be accorded to each employee at a time other than Christmas Eve Day or any other holiday or pre-holiday period or premium time. Employee requests for scheduling of such "comp" time will be subject to department head approval.

FOR THE SALEM COUNTY BOARD OF
CHOSEN FREEHOLDERS:

Clinton H. Ware
Clinton H. Ware, Director

ATTEST:

Lee M. Munyon
LEE M. MUNYON, Clerk of the Board

Dated: 11/21/84

FOR COUNCIL 21, NJCSA/CWA, LOCAL 1041,
AFL/CIO

Mary Spalding Schweikert
Mary Spalding Schweikert, President

Alan Kaufman
Alan Kaufman, Int'l Representative

Barbara A. Way
Committee Member

Evelyn McCray
Committee Member