

AGREEMENT

Between

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF WARREN**

And

WARREN COUNTY PROSECUTOR

And

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,
LOCAL 1032**

JANUARY 1, 2004 THROUGH DECEMBER 31, 2008

INDEX

Access to Personnel Folders & Evaluation
Application of Salary & Benefits

Article 36
Article 39

Page
26
28

Civil Service Rules	Article 9	6
Compensatory Time/Overtime	Article 11	7
Court Appearance	Article 12	8
Definitions	Article 3	4
Discipline	Article 37	27
Duration of Agreement	Article 45	31
Education Benefits	Article 40	28
Effect of Law	Article 33	25
Employer Automobile Insurance	Article 28	23
Fully Bargained Provisions	Article 44	31
Grievance Procedure	Article 22	20
Holidays	Article 18	13
Hours of Work	Article 10	6
Job Posting	Article 17	13
Labor-Management Meetings	Article 8	6
Layoffs	Article 35	26
Leaves of Absence	Article 20	16
Liability Claims & Indemnification	Article 26	23
Longevity	Article 31	24
Management	Article 2	4
Medical Benefits	Article 14	9
No Strike/No Lockout	Article 23	22
Non-Discrimination	Article 4	4
Out of Title Work	Article 15	12
Part-Time Employees	Article 25	22
Prior Benefits & Practices	Article 5	5
Probationary Period	Article 43	31
Promotion	Article 16	12
Recognition & Scope	Article 1	3
Rules of the Employer	Article 32	25
Safety	Article 30	24
Salary Ranges	Appendix A	33
Seniority	Article 24	22
Severance Pay	Article 29	24
Storm Days & Emergencies	Article 21	20
Subcontracting of Work	Article 38	27
Temporary Disability Insurance	Article 34	25
Transportation Allowance	Article 27	23
Union Dues/Agency Shop Fee	Article 41	29
Union Meetings	Article 42	30
Union Stewards	Article 6	5
Vacations	Article 19	14
Visitation of Premises	Article 7	6
Wages & Compensation	Article 13	8

AGREEMENT

THIS AGREEMENT is made this day of , 2005, by and between the Warren County Board of Chosen Freeholders (BCF), the Prosecutor of the County of Warren, (hereinafter referred to as the "Employer" or the "Prosecutor"), and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union"), on behalf of all employees whom it represents. Throughout this agreement, references to the Prosecutor shall be meant to include the BCF as a responsible party.

ARTICLE 1

RECOGNITION AND SCOPE

Section 1: The Employer hereby recognizes the Union as the sole and exclusive representative of all full time and part time employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et. seq.) concerning salary, hours and other terms and conditions of employment in the negotiating unit described below:

- (a) Including all clerical employees employed by the Warren County Prosecutor in permanent, provisional and part-time (as defined in (c) below) positions, including fully funded grant positions with the express understanding that those terms and conditions of employment that are governed by the grant are not negotiable and not governed by this labor agreement.
- (b) Excluding therefrom all managerial executives, confidential employees, supervisors within the meaning of the Act, professional employees, craft employees, police, interns, investigators, law clerks, prosecutor's agents, and all other employees included in any other collective negotiations unit.
- (c) Part-time employees hired for four or less months shall not be covered under the terms of this Agreement. However, should a part-time employee be retained beyond four months, he/she shall be then be covered under Article 25 (Part Time Employees) of this Agreement.

Section 2: Unless otherwise indicated, the terms "employee" and "employees" when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating unit.

Section 3: This Article shall not preclude the addition of new titles which shall be negotiated only as to bargaining unit placement and salary at the time the new titles are established. The content of job descriptions shall not be negotiated and shall be the Employer's prerogative in accordance with the rules promulgated by the New Jersey Department of Personnel. Failure of the Employer and the Union to agree on the bargaining unit placement and salary for a position title shall not delay the filling of the position and the payment of the employee(s) serving therein by the Employer. New titles must be approved by the Employer and the Board of Chosen Freeholders prior to any filling of the position.

ARTICLE 2

MANAGEMENT

Section 1: It is mutually understood and agreed that the Employer retains the prerogative of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for just cause, promoting, transferring and scheduling employees; to determining the standards of service to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection for employment; to maintain the efficiency of its operations and the technology of performing its works; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; to contract or subcontract for work for services; and to determine the content of job classifications, subject however, in the entirety to Civil Service regulations and rules promulgated thereunder and any other applicable law or provisions of this agreement. Fines may only be used in accordance with decisions of the Department of Personnel of the State of New Jersey.

Section 2: The prerogative of management concerning hiring, mentioned in Section 1 set forth above, includes the right to hire at any salary within the title range where the Employer wishes to recognize prior experience for similar employment in a similar position before employment by the Employer.

ARTICLE 3

DEFINITIONS

A. All references to employees in the Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

B. The term "holiday" means any day so designated under the Article concerning holidays herein or a day especially designated by the Employer herein.

C. An unfair practice is any action of either party as defined in the Amendments of Chapter 303, Public Laws of New Jersey or the Laws of 1968.

D. PSSLQ means Person Sharing Same Living Quarters. (see Article 20, A and F).

ARTICLE 4

NON-DISCRIMINATION

The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, sexual preference, statutorily-protected handicap/disability, national origin, political affiliation, union membership, or protected legal union activity.

ARTICLE 5

PRIOR BENEFITS AND PRACTICES

Any and all existing benefits, including those benefits which are set forth as policies, practices and general working conditions which are substantially uniform in their application to employees in the unit, in the same or similar titles or jobs or locations, which are in effect upon the signing of this Agreement shall remain in effect except to the extent that they are modified by this Agreement herein. The foregoing reference to existing benefits refers only to those benefits dealing with mandatory subjects of negotiations and rising to the level of a binding past practice as the latter phrase has been generally interpreted.

ARTICLE 6

UNION STEWARDS

Section 1: The Union has the sole right and discretion to designate Stewards and Chief Shop Stewards and specify their respective responsibilities and authority to act for the Union.

Section 2: The Union agrees to furnish the Employer with complete written lists of Union representatives, including Shop Stewards, Chief Shop Stewards and their respective grievance districts.

Section 3: The Union further agrees to inform the Employer of any changes and to keep such lists current and correct at all times.

Section 4: Union Stewards, not exceeding two (2) in number in any period of time, shall be released from work with pay to participate in contract negotiations, jointly scheduled union-employer meetings, and to process grievances.

Section 5: The Employer agrees to provide leaves of absence with pay for designees of the Union to attend Union activities including national and state conferences and training programs. An aggregate total of six (6) days of such leave may be used by the employees of this unit annually.

Section 6: The Prosecutor will supply the Union a bulletin board in a central location approved by the Prosecutor. The bulletin board may be used only for official Union business and then only for meeting notices, posting of lists of union officers, announcements of social and recreational events and activities. No anonymous, malicious or inflammatory material may be posted. The Prosecutor reserves the right to unilaterally remove any posted material not meeting the conditions and requirements of this section, which removal shall not be grievable under this agreement.

ARTICLE 7

VISITATION OF PREMISES

Authorized representatives of the Union shall have the right to enter upon the premises of the Employer during working hours after notice to the appropriate Employer's representative for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed or with proper service to the public.

ARTICLE 8

LABOR-MANAGEMENT MEETINGS

Section 1: A Committee consisting of the Employer and Union Representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise therefrom. For the purpose of this Agreement, these meetings, which shall not exceed four (4) per year except upon mutual consent, are not intended to bypass the grievance procedure nor to be considered collective negotiation meetings, but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

Section 2: Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

Section 3: A maximum of two (2) representatives of the Union may attend such meeting and if held during regular work hours, they shall be granted time to attend without loss of pay.

ARTICLE 9

CIVIL SERVICE RULES

The Administrative and Procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained.

ARTICLE 10

HOURS OF WORK

Section 1: It is understood and agreed by the parties hereto that the normal hours of work in existence at the time of this Agreement (8:30 a.m. to 4:30 p.m.) for all units unless changed by mutual consent shall remain in full force and effect for the duration of this Agreement. Either party reserves the right to request a change in normal working hours, but no change shall be made unless mutually agreed. These times may be varied for individual employees upon a case by case basis with the prior approval of the Office Manager or Prosecutor provided the needs of the service are met. This varying of starting and/or quitting times called "flex time" will apply provided the prior

approval required is obtained in each case.

Section 2: There will be a one hour lunch break 12:00 p.m. to 1:00 p.m. or 1:00 p.m. to 2:00 p.m. Lunch hours outside of this time schedule must be approved by the employee's immediate or unit supervisor.

ARTICLE 11

COMPENSATORY TIME/OVERTIME

Section 1: All full-time employees shall receive compensation time calculated at time and one-half for such time as they are requested to work in excess of their normal work week. It shall be the policy of the Employer that no overtime shall be allowed for work which could be accomplished during the normal working hours. Prior to working before 8:30 a.m., through lunch or beyond 4:30 p.m., authorization must be given to the employee by his/her immediate supervisor, with notice to the office manager. Time sheets will be turned into the office manager the day following the end of every pay period. Use of compensation time earned must be approved by the employee's immediate or unit supervisor, with notice to the office manager.

Section 2: Compensatory time will be given at the rate of time and one-half for hours or portions thereof greater than 35, but not more than 40 hours per week; for work performed in excess of 40 hours employees shall have the option of being paid at the rate of time and one-half, or receiving compensatory time at the rate of time and one-half. Time will accumulate rounded up to quarter hour intervals.

Under Fair Labor Standards Act (FLSA) regulations, the employer may arrange, through mutual agreement with the employee, the provision for compensatory time to a cumulative hourly limit not to exceed 160 clock hours (regular work hours). When compensatory time transcends this limit, the employee shall be entitled to overtime pay at one and one-half times the regular rate earned by the employee at the time the employee receives such compensation. Under such an agreement, the employee may or may not exchange compensatory time for cash payment if compensatory time accumulated falls within the mutually agreed upon cumulative hourly limit. The option to request compensatory time accrued in cash must be mutually agreed upon by the employer and employee before the onset of the compensatory time agreement.

Employees entitled to compensatory time are those who have been classified as non-exempt employees according to the FLSA and who have had compensatory time approved by the employer. Such employees shall be permitted by the employer to use earned compensatory time within a reasonable period mutually scheduled by the employee and the employer, provided the use of such compensatory time does not unduly disrupt the operations of the employer.

Section 3: When called in to work other than normal working hours, a guarantee of two (2) hours at the rate of time and one-half will be granted. Work performed on a holiday shall be paid at the rate of time and one-half. Work performed on a Sunday shall be paid at the rate of double-time. Call-in means leaving work and being called back or being called in on a non-work day, not continuing past 4:30 p.m. on a normal workday.

Section 4: Any secretary who wishes to sign up for overtime shall submit her name in writing to the Office Manager. When the Office Manager receives these requests, she will create and maintain a master overtime list. Names need not be resubmitted once the initial request is made.

Management shall assign all requests for before or after hours work from this list. The secretaries will be assigned overtime for a two week period on a rotating basis, i.e., when the two week period is up, the secretary at the top of the list shall be moved to the bottom of the list and the next secretary shall move up. If the current secretary is unavailable, the next secretary on the list shall be called. Said list shall be distributed to all assistant prosecutors, detectives and secretaries on this list. At any time should a secretary wish to be removed from or added to the overtime list, such request shall be made in writing to the Office Manager. Added secretaries will be placed at the bottom of the list beginning with the next pay period. As an exception to the above, the Employer reserves the right to assign overtime to complete a project in progress to the secretary working on said project, or in other similar circumstances. If no secretary on the overtime list is available, the work will be assigned to any available secretary in the discretion of the requesting unit supervisor.

ARTICLE 12

COURT APPEARANCE

The Employer agrees to pay an employee for all time he is required to be in Court prosecuting a complaint in connection with his normal work duties and responsibilities. If the employee is required to work beyond his normal work week while performing said duty, he shall be paid overtime in accordance with Article 11, Overtime, provided the employee is entitled to the payment of same. Any other time an employee appears in Court (unless specifically authorized, and required to do so by his Department Head) shall not be paid as work time.

ARTICLE 13

WAGES AND COMPENSATION

Section 1: All employees shall be granted salary increases in accordance with the following schedule:

Effective January 1, 2004	3.5% increase
Effective January 1, 2005	3.9% increase
Effective January 1, 2006	4.3% increase
Effective January 1, 2007	4.3% increase
Effective January 1, 2008	4.3% increase

Section 2: Percentage increases noted in Section 1 above shall be applied to Salary Range minimums and maximums for each applicable job title. See Appendix A.

Section 3: At the time of separation from service, any advanced sick, vacation or personal time shall be paid back out of the employee's final pay check.

ARTICLE 14

MEDICAL BENEFITS – EFFECTIVE JULY 1, 2005

A. All full-time employees after ninety days of continuous service are eligible for hospitalization and major medical benefits, dental benefits and prescription benefits in accordance with the County’s healthcare plan. The medical benefits are paid by the employer.

B. The Employer shall pay current hospital and major medical premiums under the aforesaid policy for employees and their dependents who retire after January 1, 1975, with:

1. Twenty-five (25) years of full-time County service, or
2. Fifteen (15) years of full-time County service and age 62, or
3. Are separated from full-time County service on a disability pension.

Such payment shall continue until the death of the employee.

- The employee healthcare benefits are as follows:

PPO Plan

Benefit	In-Network	Out-of-Network
Deductible	None	\$200/\$400
Coinsurance	100%	80%
Out-of-Pocket Maximum	\$300/\$600	<25K \$400/\$1,200 & >25K \$800/\$2,400
Inpatient Hospital Copay (Room & Board)	100%	80% after the deductible
Outpatient Services	100%	80% after the deductible
Surgical Charges (includes assistant surgeon and anesthesia)	100%	80% after the deductible
Office Visit	\$10 copay	80% after the deductible
Specialists	\$10 copay	80% after the deductible
Lab & X-ray	100%	80% after the deductible

Durable Medical Equip.	100%	80% after the deductible
Emergency Room (waived if admitted)		
True Emergency	\$10 copay	\$10 copay
Non-Emergency	\$50 copay	\$50 copay
Skilled Nursing Facility (120 days total confinement)	100%	80% after the deductible
Mental/Nervous/Sub Abuse		
In-Patient (30 days)	100%	80% after the deductible
Out-Patient (20 visits)	\$10 copay	80% after the deductible
Non-Notification Deductible (Applicable only if Care Coordination is not notified as required. It does not count towards the Out-of-Pocket Max).	<25K \$300 & >25K \$500	

Bi-Weekly Employee Contributions

	<u>\$19 - \$35K</u>	<u>\$35 - \$60K</u>	<u>\$60 - \$85K</u>	<u>\$85 +</u>
Single	\$5.00	\$11.00	\$17.00	\$23.00
Parent/Child	\$7.00	\$15.00	\$23.00	\$32.00
H/W	\$10.00	\$19.00	\$28.00	\$37.00
Family	\$12.00	\$24.00	\$ 35.00	\$47.00
Parent/Children	\$12.00	\$24.00	\$35.00	\$47.00

Prescription Benefit:

The County will provide a prescription plan for all full-time employees covered under this agreement to include the following: Employees will be required to pay a six dollar (\$6.00) co-pay for generic drugs; a twelve dollar (\$12.00) co-pay for brand name (formulary) drugs and an eighteen dollar (\$18.00) copay for any non- formulary drugs. Mail order prescription purchases shall include a ninety-day supply at a six dollar (\$6.00) co-pay for generic drugs; a twelve dollar (\$12.00) co-pay

for brand name (formulary) drugs and an eighteen dollar (\$18.00) copay for any non- formulary drugs.

C. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for any employee retiring after the date of the signing of this agreement. The employer shall pay current hospital and major medical premiums for retired employees in accordance with the provisions of the resolution adopted by the Board of Chosen Freeholders pursuant to NJSA: 40A:10-23.

Upon the death of an employee or a retired employee who is entitled to medical benefits, the surviving spouse may continue in the medical benefits plan under COBRA by paying the monthly premiums. If the surviving spouse is not the former employee or retired employee and shall remarry, the coverage shall cease immediately. If the surviving spouse is employed elsewhere and is covered by another medical benefits plan, the County's coverage shall be terminated immediately. Notwithstanding the above, effective May 8, 1995 the County shall pay premiums for surviving dependents of a county employee who dies while in the employ of the County, for a period of six (6) full months following the month the employee became deceased.

D. *Medicare Part B*. Premium Reimbursement for employees sixty-five (65) years or older shall be paid by the Employer until retirement.

E. The Employer shall provide an eyeglass plan under which employees shall be entitled once every twenty-four (24) months to a \$100 reimbursement of which a \$50 reimbursement is used toward an eye examination and \$50 reimbursement toward any one of the following: regular glasses, contact lenses, bifocals, or Rx safety glasses. All receipts for reimbursement must be submitted to the Personnel Department within thirty (30) days of service. The beginning of the next 24 month period of entitlement will not begin until all eyeglass receipts have been submitted and confirmed for payment.

F. The employer shall provide a base dental plan which shall cover the plan minimum for preventative and diagnostic services. An employee may choose to upgrade base coverage by paying the established contribution as indicated in the County's dental plan.

G. The employer shall provide chiropractic services for employees covered by the County's healthcare plan. The employee is responsible for a co-pay of \$10.00 and the benefit is limited to twenty (20) visits per year. Chiropractic treatment per illness may be limited to fewer than twenty (20) visits as recommended by the County's chiropractic provider. However, this treatment limitation shall not preclude an employee from using the remaining balance of approved visits for future treatment episodes to the maximum of twenty (20) total visits. The employee's co-pay will

only be reimbursed for services rendered by chiropractors in the plan's network.

H. The Employer reserves the right to change the insurance plan administrator or carrier provided that in the aggregate, substantially similar benefits are furnished. The Union will be notified of any such planned change.

I. An employee on LWP (Leave Without Pay) must pay a monthly healthcare premium, except as otherwise provided by Family Leave legislation.

ARTICLE 15

OUT OF TITLE WORK

Section 1: The Employer and the Union agree that employees should be assigned work appropriate to and within their job classification.

Section 2: An employee who is instructed to work in a higher paid job classification fifteen (15) or more hours in a work week shall be compensated at a salary on the higher title salary range equal to or greater than their present salary for all work performed that week.

Section 3: Any employee who believes that he or she has been assigned to perform work which is outside the duties comprehended within such employee's job title shall immediately so notify in writing the Office Manager. If the employee's assessment is correct, then the employee will be paid for the work performed at the higher rate of pay from the date notice was received by the Office Manager.

ARTICLE 16

PROMOTION

Section 1: Promotion means the advancement of an employee to a job classification at a higher salary range.

Section 2: Upon promotion of an employee, all sick leave and vacation balances shall be transferred with employee.

Section 3: Effective as of January 1, 2004, upon promotion, an employee shall receive a salary increase of at least 5% of their current salary.

Section 4: Upon promotion, an employee shall be informed of his new rate of pay one week in advance of the effective date, if possible.

Section 5: The promotion shall be made in accordance with the Rules of the Department of Civil Service, shall be consistent with the principles of the seniority system, and shall be available to eligible employees who have served in such eligible employment for the proper period of time.

Section 6: It shall be the policy of the Employer that in the event that any Civil Service position

of higher classification becomes open or available in a particular department, the permanent employees within their respective departments shall be given notification and first consideration for the advancement providing they shall qualify under the Rules and Regulations of the Department of Civil Service and approval by the Employer.

Section 7: Employees shall serve at least one year in a permanent position before they shall be considered for promotion unless the corresponding Civil Service Rule is waived by the Department of Civil Service.

Section 8: Employees who are scheduled to take open competitive examinations for the position in which the employees are provisional or promotional examinations administered by the Civil Service Department of the State of New Jersey for positions in the Employer's Service shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the employee. Such provisions, however, may not be abused.

Section 9: Promotions requested by the unit supervisor and/or office manager and approved by the Employer for the budget year will take effect after the Budget is adopted and as authorized by the Employer.

ARTICLE 17

JOB POSTING

Section 1: The Employer agrees to post notices of vacancies, newly created job titles, and official New Jersey Civil Service Departmental notices of promotional examinations to notify all employees of a newly created job title or a promotional opportunity.

Section 2: Upon receipt of notice from the Personnel Department describing the establishment of a new job title or official notice of promotional examination from the Department of Civil Service, the Employer shall post said notices for a period of seven (7) days from the date of their receipt. These notices shall be posted only in locations designated for this purpose by the Employee.

ARTICLE 18

HOLIDAYS

Section 1: The legal paid holidays which are recognized holidays for the purpose of this Agreement are as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday (Third Monday in February)
Good Friday
Memorial Day (Last Monday in May)
Independence Day

Labor Day
Columbus Day (Second Monday in October)
Election Day
Veteran's Day
Thanksgiving Day and the Friday succeeding the same
Christmas Day

Section 2: When holidays set forth herein fall on a Saturday or Sunday respectively for the purposes of this Agreement, said holidays shall be celebrated on Friday or Monday respectively in regard to employees at the Warren County Prosecutor's Office.

In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence. A leave of absence without pay shall not be considered an excused absence.

In addition to the aforementioned holidays, the Employer will have the option to grant a holiday when the President of the United States as Chief Executive of the U.S. declares a holiday by proclamation or when the Congress of the United States shall pass and declare a holiday to be legal under the laws of the U.S. or when the Governor of the State of New Jersey shall pass and declare a holiday to be legal under the laws of the State of New Jersey.

ARTICLE 19

VACATIONS

Section 1: All full time employees covered by this Agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein.

- a. One working day of vacation for each month of employment during the first calendar year of employment.
- b. Twelve working days of vacation from one through five years of service.
- c. Fifteen working days of vacation from six through twelve years of service.
- d. Twenty working days of vacation from thirteen through twenty years of service.
- e. Twenty-five working days of vacation from twenty-one through twenty-five years of service.
- f. Twenty-six working days of vacation from twenty-six through thirty years of service.
- g. Twenty-seven working days of vacation from thirty-one through thirty-five years of service.
- h. Twenty-eight working days of vacation after the thirty-fifth year of service

Section 2: Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken during the current calendar year at such time as permitted or directed by the Department Head, unless the Department Head determines it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward to the next succeeding year. Where an employee has earned vacation in excess of one year allowance as of October 1, the employee will meet with his supervisor to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

Section 3: Upon separation from the Employer or upon retirement, an employee shall be entitled to vacation allowance for the current year prorated upon the number of months or major portion thereof worked in the calendar year in which the separation or retirement becomes effective, and any vacation leave which may have been carried over from the preceding calendar year.

Section 4: When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

Section 5: The Employer and his delegated representatives shall attempt to schedule work in so far as possible, to preclude changes in the vacation scheduling.

Section 6: An employee shall be required to give at least 24 hours advance written notice of a request to take a vacation day off. Requests for more than one day and up to four consecutive days off, must be given in writing at least 48 hours in advance. Vacation of less than five consecutive work days may be scheduled by mutual agreement between the employee and employer or designee. Requests for five or more consecutive days off shall be given in writing at least two weeks prior to the requested vacation. All vacation requests up to and including March 31, will be governed by seniority, and after March 31, will be on a first come, first serve basis.

Section 7: If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate or legal representative.

Section 8: No vacation days shall be taken for less than a half day, except at the discretion of the employer or designee, which shall not be unreasonably denied.

Section 9: Employees shall not be credited with vacation time if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

Section 10: An employee shall not take vacation during his/her probationary period, except at the discretion of the Employer.

ARTICLE 20

LEAVES OF ABSENCE

A. Sick Leave

Section 1: Sick leave shall accumulate at the rate of one day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire.

Section 2: Sick leave shall accumulate year to year with 15 days credited to the employee at the beginning of each calendar year.

Section 3: Employees shall not be credited with sick leave days if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

Section 4: Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, or illness in immediate family, accident or exposure to contagious disease.

Section 5: In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event later than his usual reporting time or other time as required or necessitated by the circumstances.

a. At the discretion of the appointing authority, he may at any time require the employee seeking sick leave to submit acceptable medical evidence on the approved form.

b. If an employee is absent for five consecutive working days, a doctor's certificate shall be required upon returning to work.

c. For sick leave totaling more than fifteen days in a calendar year, a doctor's certificate shall be required upon returning to work.

d. Up to two weeks sick leave shall be approved to any employee for emergency attendance upon a member of his immediate family (father, step-father, mother, step-mother, spouse, child, step-child, foster child, PSSLQ, sister, step-sister, brother, step-brother, mother-in-law, father-in-law, grandparent or other near relatives residing in the employee's household) critically ill and requiring the presence of such employee. Additional sick leave may be granted by the Prosecutor if special circumstances so require.

e. If all bereavement leave set forth below in paragraph F has been exhausted then up to two weeks sick leave may be approved because of death in the immediate family, as defined in Section 5(d) above.

f. If the sick leave is not approved by the employer, the time involved during which the employee was absent shall be charged to his vacation credit, if any; otherwise, he will suffer loss of pay for such time.

g. An employee who does not expect to report for work because of personal illness or

for any of the reasons included in the definition of sick leave in Civil Service Rule 4:1-2.1, shall notify his immediate superior, or some other person in his particular employment unit, by telephone or personal message at 8:30 a.m.

Section 6: Unused sick leave - Retirement: A permanent employee who enters retirement (other than deferred retirement) from the Employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at the rate of one half of the 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 employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed \$16,000.00 Prior to October 1, in the year of the employee's retirement, the notice must be provided to the employer by the employee, of his request as far as lump sum or quarterly payments. After October 1, of the year the employee retires, the employer has the option on how to distribute the funds and not the employee.

B. Workmen's Compensation Insurance & Sick Leave Injury Insurance

Section 1: The Employer agrees to purchase and maintain in force sick leave injury insurance to cover all employees for work loss due to injuries received on the job.

Section 2: When an employee is absent on a work related injury or illness, the employee shall retain his or her worker's compensation disability checks and receive in addition thereto a salary differential from which normal deductions shall be taken. The salary differential shall be paid during the period that the temporary disability benefits are received and all adjustments shall be made after the employee returns to work in the event of an overpayment/underpayment. In this fashion, the employee shall be able to receive the Worker's Compensation check and the salary differential such that the full salary shall be paid during this period, but to comply with the IRS and the Division of Pension regulations, the normal withholding shall be taken only on the salary difference.

Section 3: Sick leave injury will not be charged to the employee's sick leave. Workmen's Compensation and insurance accident reports must be filed with the designated County workers comp. official within twenty-four (24) hours of a workplace accident. The department head should also be notified immediately following a workplace accident or after hours accident when on County business.

Section 4: The insurance carrier will issue the Workmen's Compensation checks to the employee and the Employer will issue the employee the portion representing the difference between the compensation payment and the employee's full salary.

Section 5: The Employer or the sick leave insurance carrier at their discretion may, at any time, require the employee on sick leave injury time to submit to a physical examination by a physician of the Employer's or insurance carrier's choice.

Section 6: If workers comp sick leave is not approved by the Employer and/or insurance carrier after examining all evidence submitted by the employee, witnesses to the accident or examining

physician if requested, the time involved during which the employee was absent shall be charged to his sick leave balance, if any, and/or his vacation balance, if any, otherwise the employee shall suffer loss of pay for such time loss.

Section 7: A total amount of up to one year's compensation shall be paid by the sick leave injury insurance for work loss caused by an injury received on the job, provided the aforesaid requirements are complied with.

Section 8: A doctor's certificate authorizing an employee to return to work shall be required upon returning to work from sick leave injury or after receiving Workmen's Compensation.

C. Maternity Leave

Employees covered by the Agreement shall be entitled to maternity leave as hereinafter set forth. An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed, but not later than the end of the third month of pregnancy, without good cause shown. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted an earned and accumulated sick leave during the time prior to the expected date of confinement and for six weeks after the actual date of birth. Additional time beyond the six weeks shall be granted upon presentation with doctor's certificates setting forth the necessity therefore. Subject to the approval of the Employer, the employee may request the maternity leave without pay in lieu of the use of earned and accumulated sick leave. Leaves of absence may be granted by the Employer with approval of Civil Service for a period or periods not to exceed a total of one year from the initial date of maternity leave upon written request when accompanied by a doctor's certificate setting forth the need therefore. In no event shall maternity leave extend beyond one year.

D. Administrative Personal Leave

Section 1: Employees covered by this Agreement shall be entitled to three days of administrative personal leave of absence with pay in each calendar year.

Section 2: Administrative personal leave may be used for emergencies, observation of religious, or other days of celebration (but not holidays as defined herein), personal business, or other personal affairs such as death in the employee's immediate family, but not limited thereto.

Section 3: Newly hired employees shall be granted one full day of administrative leave after each four calendar months of employment to a maximum of three days during the remainder of the calendar year in which he is employed.

Section 4: Administrative personal leave shall be granted by the Employer upon request of the employee and leave shall be scheduled in advance, provided the request may be granted without interference with the proper conduct of the government function involved.

Section 5: Such administrative personal leave credit shall not accumulate. Unused balance in any year shall be canceled at the end of the calendar year.

E. Jury Duty

Section 1: Should any employee be delegated to serve as a juror, he shall receive full pay from the Employer for all time spent on jury duty less any remuneration for such service.

Section 2: While any employee is serving jury duty he or she shall not be required to work for the Employer during the hours when he or she is on jury duty.

Section 3: Employees must obtain a certificate from the "Jury Management Office" certifying the number of days the employee served on jury duty and submit the certificate to the Employer.

F. Bereavement Leave

Section 1: The Employer shall provide bereavement leave with pay not to exceed five (5) working days total per calendar year. A maximum of three (3) bereavement days may be utilized in case of the death of a first degree relative as defined below. The remaining two (2) bereavement leave days can be utilized in the case of the death of either a first degree relative or second degree relative as defined below. With regard to second degree relatives, employees shall be limited to one (1) bereavement leave day per occurrence.

Section 2: First degree relatives shall be defined as follows: an employee's spouse, children, foster children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren, grandparents, step-children, step-mother, step-father, son-in-law, daughter-in-law, grandparents-in-law or PSSLQ. Additional days may be approved by the Employer in advance and charged against administrative leave.

Section 3: Second degree relatives shall be defined as follows: an employee's or employee's spouse's uncle, aunt, niece, nephew, cousin, sister-in-law, or brother-in-law.

Section 4: As soon as possible an employee shall notify the Employer of a death in his family, and of his need for leave. Notification must be given as in the case of Sick Leave. Proof of death may be required by the Employer.

G. Leave Policy

The grant or denial of a request for leave without pay is discretionary with the Prosecutor. The request must be made in advance and must be recommended by the employee's Department Head, with the appointing authority retaining the ultimate decision-making power. A leave without pay request based upon non-job-related medical reasons where a physician has indicated that the employee cannot work, will require the employee to first exhaust accumulated sick leave. If a leave without pay request for other than medical reasons, is denied, the employee is expected to report to work and the employee's absence under such circumstances will be considered Absence Without Leave (AWOL) which will give the Prosecutor cause for discipline in accordance with Department of Personnel procedures.

ARTICLE 21

STORM DAYS AND EMERGENCIES

A. Non-Essential Employees

Section 1: Should an employee report for work and subsequently the Employer decides to close the Employer's Offices for whatever reason, such employees that report to work shall be credited for the day's work. Should the Employer for whatever reason officially close the Employer's offices before the start of the work day, all employees scheduled to work that day will be credited with a day's work.

Section 2: In the event an employee cannot report to work because of storm conditions, and he is not excused by the Employer, the time lost from work will be charged against his accrued compensatory time or accumulated vacation time. In the event that no such time is available, the time lost from work will be charged as time off without pay. In the event an employee reports to work during a storm or emergency and the office is subsequently closed, the employee is credited with an entire day's work, i.e., seven hours. If an employee is unable to report to work, the employee must report his absence no less than the start of his normal work day.

B. The word "officially" as used in Article 21 shall only mean action by the County Administrator, Board of Chosen Freeholders or the Employer.

ARTICLE 22

GRIEVANCE PROCEDURE

A. Grievance Definition

A "grievance" shall mean a complaint by an employee, a group of employees or the Union

(1) that there has been a violation, misinterpretation, or improper application of the terms of this Agreement, or

(2) that employee(s) has/have been treated unfairly or inequitably by reason of any act or condition which is contrary to any rules or regulations, existing policy, order or practice governing or effecting employees.

However, any matter for which a precise method of review is prescribed by State statute or rule having the force and effect of law shall not be permitted to go to arbitration.

B. Procedures

The importance of having grievances processed as quickly as possible suggests that the number of days indicated at each step below should be considered the maximum and every effort made to expedite the process. The time limits may, however, be extended by mutual written agreement. A grievance shall be filed within fifteen (15) working days of the date on which the act which is the subject of the grievance occurred or (15) working days from the date on which the grievant should reasonably have known of its occurrence. Ongoing grievances are always timely. Employee(s) shall always have the right to be represented by a Union Representative in processing their grievances

Step 1: Grievances shall be reduced to writing and submitted to the Office Manager with

the objective of resolving the matter informally. Within ten (10) working days of the receipt of a grievance, the Office Manager shall render a written response to the grievant(s), and a copy to the designated Union Representative.

Step 2: If the aggrieved is not satisfied with the disposition of the grievance at Step 1, within ten (10) working days of the date on which the Office Manager's response is due, it shall be presented in writing to the First Assistant Prosecutor. Within ten (10) working days of receipt of the grievance, the First Assistant Prosecutor or his designee shall conduct a non-public meeting with the aggrieved, if the aggrieved so requests, to discuss the issue(s), and shall render a written response within ten (10) working days to the grievant(s), and a copy to the designated Union Representative.

Step 3: If the aggrieved is not satisfied with the disposition of the grievance at Step 2, within ten (10) working days of the date on which the First Assistant Prosecutor's response is due, it shall be presented in writing to the Prosecutor. Within ten (10) working days of receipt of the grievance, the Prosecutor shall conduct a non-public formal hearing with the aggrieved, and shall render a written response to the grievant(s) and a copy to the designated Union Representative within ten (10) working days.

Step 4: If no settlement of the grievance has been reached between the parties, the Union may move the grievance to arbitration within thirty (30) calendar days of receiving the Prosecutor's response, or within thirty (30) calendar days of the date the response was due.

C. Arbitration

If the Union wishes to move a grievance to arbitration, it shall notify the Public Employment Relations Commission and the other party that it is moving the grievance to arbitration and request a list of arbitrators to be furnished to the Employer and the Union. The arbitrator shall be chosen in accordance with the prevailing rules and regulations of the Public Employment Relations Commission for the selection of an arbitrator. The arbitrator shall hear the matter and render her/his award, in writing, which shall be final and binding on the parties. The cost of the arbitrator's fee and legitimate expenses shall be shared equally by the Employer and the Union.

ARTICLE 23

NO STRIKE/NO LOCKOUT

Section 1: The Union assures and pledges to the Employer that its goals and purposes are such that it does not condone strikes or threats thereof by public employees or work stoppages, slowdowns, or any other such actions which would interfere with service to the public or violate the constitution or laws of the State of New Jersey; and the Union and the employees agree that they will not initiate or participate in such activities, nor encourage members of the unit to initiate or participate in the same.

Section 2: The Employer agrees that there shall be no lockout of employees during the term of

this Agreement.

Section 3: Any violation of this Article shall constitute a material breach of this Agreement and may serve as a cause for discipline including discharge.

ARTICLE 24

SENIORITY

Section 1: The Employer will follow the Civil Service Law and the Rules and Regulations promulgated thereunder in appointing, transferring, assigning, promoting, laying-off and terminating employees.

Section 2: Seniority will be observed only with respect to Article 19, vacation picks.

Section 3: Annually, the Employer will provide the Union with a seniority list which shall include each employee's name, job title and date of initial employment with the Warren County Prosecutor's Office or most recent employment with the Warren County Prosecutor's Office whichever is later.

ARTICLE 25

PART-TIME EMPLOYEES

Section 1: All permanent part-time employees, including provisional employees awaiting examination, shall be paid wages based on the rates of pay for the appropriate classification in the County ranges.

Section 2: One (1) vacation day and one (1) sick day will be credited for every 160 hours worked. No pay will be given for personal leave, paid holidays or jury duty. Employees shall be given the opportunity to make up the hours they would normally work on a holiday in the same pay period.

Section 3: Part-time employees are eligible for membership in the pension program, the credit union and deferred compensation programs. No eligibility is available for tuition reimbursement, the eye glass reimbursement program, medical insurance or prescription program.

Section 4: In the case of a part-time employee who becomes full-time in that position/title, he/she shall retain his/her same salary as if full-time when going from part-time to full-time status. The same is also applicable in the case of a full-time employee who becomes a part-time employee in that position/title.

ARTICLE 26

LIABILITY CLAIMS AND INDEMNIFICATION

All employees covered by this Agreement shall be entitled to defense and indemnification by the Employer against liability claims or judgments arising out of the good faith performance of their official government duties.

ARTICLE 27

TRANSPORTATION ALLOWANCE

Section 1: Whenever an individual employee is authorized to use his privately owned vehicle on County business, the Employer shall reimburse the employee “at the IRS rate for mileage”, consistent with the Travel Regulations appended to the Warren County Personnel Policies, revised 6/27/01.

Section 2: Employees who do not hold a valid and current driver's license shall not drive. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration.

ARTICLE 28

EMPLOYER AUTOMOBILE INSURANCE

Section 1: The Employer agrees to maintain in full force and effect liability insurance on all vehicles owned by the Employer. This insurance will provide for coverage to anyone driving a vehicle owned by the Employer with permission.

Section 2: The Employer shall also provide for insurance to provide for an umbrella policy over and above the coverage of an individual employee's private automobile liability insurance coverage to cover those situations in which an individual is authorized to use his own vehicle for any business of the Employer.

ARTICLE 29

SEVERANCE PAY

The Employer hereby agrees to pay severance pay in the amount of two week's salary to any full time employee with a minimum of three years of service whose job may be abolished on a permanent basis with the Employer because of a cut back in any particular department or program, provided said employee is not transferred to or absorbed by any county, state or federal department, agency or program. Any employee on the payroll as of November 28, 1995 will not need to have three years of service to be eligible for severance pay.

ARTICLE 30

SAFETY

Section 1: The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer will discharge his responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Employer will set up necessary job safety and health program for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.

Section 2: The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits, and good housekeeping throughout the work environment. If reasonably possible, each employee will comply with all safety rules and regulations.

Section 3: Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

Section 4: Employees shall not be required to work under conditions of work which are unsafe or unhealthful which determination shall be made by representative of OSHA. An employee whose work is temporarily eliminated as a result of the foregoing, may be promptly assigned on an interim basis to other comparable work which the employee is qualified to perform.

ARTICLE 31

LONGEVITY

All full time permanent employees shall be entitled to receive longevity pay based upon their years of service. Longevity pay shall be paid on the next pay period following an employee's anniversary date on which they have completed the requisite years of service. The schedule for longevity pay, given years of County service, is as follows:

6-10 years	=	\$400
11-15 years	=	\$1000
16-20 years	=	\$1400
21-25 years	=	\$1800
26-30 years	=	\$2200
30 + years	=	\$2600

ARTICLE 32

RULES OF THE EMPLOYER

The parties agree that the Employer has the right to establish reasonable rules, regulations, policies and procedures. All rules, regulations, policies and procedures promulgated by the Employer for the proper and effective operation of the Prosecutor's Office shall be dated and

distributed to each employee. The Employer agrees to provide the Union with a copy of such rules, regulations, policies and procedures.

ARTICLE 33

EFFECT OF LAW

A. Legislative Action

Section 1: If any provisions of this Agreement require County, State or Federal legislative action, adoption or modification of the rules and regulations of the Civil Service Commission to become effective, or the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties should jointly seek the enactment of such legislative action or rule modification.

Section 2: In the event that legislation becomes effective during the term of this Agreement, which has the effect of improving the fringe benefits otherwise available to eligible employees covered under this Agreement, this Agreement shall not be construed as a limitation upon eligibility for such improvements.

B. Savings Clause

If any provision of this Agreement shall conflict with any federal or state law or have the effect of eliminating or making the Employer ineligible for federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 34

TEMPORARY DISABILITY INSURANCE PLAN

Section 1: Legislation enacted March 26, 1980, provided temporary disability insurance coverage for State employees. This legislation also provided that governmental entities and instrumentalities may elect coverage for their employees.

Section 2: The Employer agrees to participate in the New Jersey Temporary Disability Insurance Plan to cover all employees for work lost due to disability. The Employer shall pay 50% and the employee shall pay 50% of the cost of the insurance and shall participate in the program consistent with its rules and regulations.

ARTICLE 35

LAYOFFS

The Employer shall accomplish layoffs in accordance with Civil Service Rules and

Regulations.

ARTICLE 36

ACCESS TO PERSONNEL FOLDERS AND EVALUATION

A. An employee shall be given a copy of any evaluation report or any other form/document prepared by his/her evaluators. If a conference is to be held to discuss the evaluation report or any other form/document, then a copy should be given to the employee prior to the conference for review. If the employee is dissatisfied with her conference, she may request an additional conference prior to the evaluation being placed in her file. No such report, form or document shall be submitted to the central office, placed in the employee's file or otherwise noted upon without a prior conference with the employee. Employees shall sign the completed evaluation report, form, or document, but this shall indicate only that the report, form or document has been read by the employee, and in no way indicates agreement with the contents thereof. Such intent shall be specified on the form. The employee shall also have the right to submit a written answer to such material, which shall be attached to the file copy.

B. 1. Any written complaint regarding an employee, which is to be placed in his/her personnel file, must be provided to the employee within five days of its receipt by the Administration. The employee shall be given the opportunity to rebut the complaint, within five days of its receipt, if he/she so desires. A copy of the rebuttal will be attached to the original complaint and placed in the employee's personnel file.

2. The employee shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her signature to a copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

C. Access to Personnel File

1. Upon prior written request to the Office Manager, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in his personnel history file or in any permanent supplementary personnel file. The Employer shall honor the request of such employee for copies of documents in the file.

2. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him. Such response will be included in the relevant permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question. If any material, derogatory or adverse to the employee is placed in the file in question, a copy of such material shall be sent to the employee. An employee is permitted no more than one such request during each six (6) month period.

ARTICLE 37

DISCIPLINE

Section 1: Employees covered by this Agreement shall not be disciplined or discharged except for just cause. To the extent consistent with public safety and the severity of the offense, all disciplinary action shall be progressive in nature and corrective in intent.

Section 2: Disciplinary action is a written reprimand, suspension, fine, demotion or discharge.

Section 3: It is understood and agreed that demotion or termination resulting from layoffs pursuant to Article 35 of this Agreement shall not be considered disciplinary action provided the action is performed in good faith.

Section 4: The parties agree that all major disciplinary actions shall be in accordance with the New Jersey Civil Service Rules as applicable to employees in Local Service.

Section 5: All employees shall comply conscientiously with all written rules and regulations of the Employer.

Section 6: Employees in the classified service may be disciplined for reasons listed in N.J.A.C. 4A:2-2.3.

Section 7: The procedure for major discipline shall be as set forth at N.J.A.C. 4A:2-2.4, including notice, hearing and appeal.

Section 8: Minor discipline is any disciplinary action not falling within the definition of major discipline. Minor discipline shall be within the discretion of the Employer. Employees subject to minor discipline shall be entitled to notice of the charges and opportunity to be heard, as provided by law.

ARTICLE 38

SUBCONTRACTING OF WORK

Section 1: Nothing contained in this Agreement shall in any way limit the right of the Prosecutor to hire or engage the services of outside firms or individuals for the purpose of contracting out or subcontracting of any work normally performed by employees in this bargaining unit.

Section 2: The Prosecutor shall notify the Union of its intention to subcontract at least thirty (30) days in advance of taking such action, if such action may result in a layoff or job displacement.

Section 3: The Prosecutor and the Union agree to discuss the impact of subcontracting or contracting out of work normally performed by bargaining unit members to the extent permitted by law. This discussion may only be held if a layoff or job displacement will result and if the proposed subcontract is based solely on fiscal considerations.

Section 4: The Union must request the opportunity to discuss the impact of a decision to subcontract or contract out work prior to the expiration of the 30 day notice of intent referred to in Section 2 above. Failure of the Union to make such a timely request shall act as a waiver and shall bar the Union from seeking to discuss the impact of this action.

ARTICLE 39

APPLICATION OF SALARY AND BENEFITS

Section 1: Automatic increments shall not be given during the term of this Agreement.

Section 2: Salary adjustments will be paid retroactively to those persons who have retired within the meaning of PERS (other than deferred retirement), and to those who have resigned not more than ninety days prior to the execution of this Agreement and/or implementation of annual salary adjustments by both parties, and to those persons who remain in the Employer's employ on said date of execution. Retroactivity in salary shall include retroactive overtime pay at time and one half for all hours worked in excess of 35 hours, unless already paid in compensatory time.

Section 3: During any leave of absence without pay, the employee's health care benefits shall be continued provided that the cost thereof (normally paid by the Employer) is thereafter paid by the employee to the insurance carrier through the Employer.

ARTICLE 40

EDUCATION BENEFIT

Section 1: All employees covered by this Agreement shall be eligible to receive financial reimbursement for job related, career or personal development courses in the following areas:

- a. Matriculating undergraduate/graduate degree.
- b. Business/Vocational/Technical Courses.
- c. Career development courses such as seminars and continuing education courses which will aid the employee in his employment. The foregoing decision of job-relatedness is discretionary with the Employer.

Section 2: Reimbursement will be contingent upon:

a. An interested employee must submit a written request for course work. The request must be presented to the office manager for initial approval and to the Prosecutor for final approval and authorization that funds are available. The employee will be notified as to the approval or disapproval of his application within two (2) weeks. Within four (4) weeks after completion of the course work, the employee shall submit to the Prosecutor, via the Office Manager, certification of successful completion of the course work on the proper form. Payment will be made to the employee after approval by the Prosecutor and after the employee has completed and signed the proper voucher form.

b. The Student must maintain a "C" grade or better for an undergraduate course and a "B" grade or better for a graduate course.

c. Courses shall be taken outside the employee's normal working hours and shall not interfere with the individual's responsibilities of employment. If leave time is needed for travel to a course, up to four hours of available vacation time per week may be granted with the supervisor's

approval.

d. Reimbursement will be the lesser of the actual expenses or the current tuition rate at Rutgers, the State University of New Jersey. Employees are responsible for their travel expenses, fees, and books.

e. Priority will be given to employees attending colleges within the State of New Jersey.

f. A maximum of 12 undergraduate or 6 graduate credits per calendar year may be taken.

g. An employee must be a permanent full-time employee of the Employer to be entitled to financial reimbursement. As an exception to the foregoing, an employee who has been employed for more than one year by the Employer, even though not yet "permanent" due to Civil Service procedures, will be eligible for this benefit, provided that if the employee cannot continue employment with the Employer for at least one year pursuant to the provisions of subsection below due to the failure of Civil Service to make the employee "permanent", in that event the employee will be required to repay the Employer the financial value of the tuition reimbursement that has not been repaid via said work commitment.

h. Employees must sign a service agreement commitment that they will continue employment with the Employer for at least one year. If the employee terminates employment before completion of the agreement, he must repay the Employer the financial value of the tuition reimbursement that has not been repaid via the above work commitment.

i. The amount of \$4,000.00 will be appropriated by the Employer. Reimbursement to eligible employees will be on a "first come, first served" basis until such time as the appropriation is deleted.

ARTICLE 41

UNION DUES/AGENCY SHOP FEE

Section 1: The Employer agrees to deduct from the salaries of bargaining unit members dues to CWA Local 1032 exclusively, as said organization is the duly certified majority representative for the clerical staff. Deductions shall be made when authorized in writing to do so by each employee. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey.

Section 2: No other requests for dues deductions for a labor organization shall be honored or processed by the Prosecutor for a member of the clerical staff.

Section 3: Any employee in the bargaining unit on the implementation date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, or any member who subsequently resigns from Union membership, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified by the

Union to the Employer.

Section 4: Dues and agency fee deductions shall be made each pay period from the compensation of the employee, and the monies deducted together with a list of the employees shall be submitted to the Treasurer, Communications Workers of America Local 1032, 900 Brunswick Avenue Trenton, N.J. 08638 by the fifteenth (15th) day of each month following collection.

Section 5: A member of the clerical staff may withdraw dues deductions from the Union on July 1st of each year provided, however, that said member gives notice of withdrawal to the Employer thirty (30) days in advance of such desire to withdraw. The filing of notice of withdrawal shall be effective to halt deductions as of the July 1st next succeeding the date on which notice of withdrawal is filed. The Employer shall provide a copy of such notice of withdrawal to the Union.

Section 6: The Union shall notify the Employer of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after the receipt of the request.

Section 7: The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Employer and/or his designee. The Union shall also provide copies of said signed forms to the proper disbursing officer of the County who shall make such dues deduction from the compensation of the clerical staff and submit same to the Union, as provided above in Section 4. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Union.

ARTICLE 42

UNION MEETINGS

Section 1: Four (4) times during each calendar year, all employees covered by this Agreement shall be permitted to attend a union meeting at the Employer's work site, during non-working hours. The employees agree to leave the site clean and in an orderly state with the building secured at the end of the meetings.

Section 2: The Union shall give the Employer one (1) week advance notice of the date of such meeting.

ARTICLE 43

PROBATIONARY PERIOD

Section 1: New employees shall serve a probationary period of three (3) months.

Section 2: Probationary employees may be disciplined at any time within the lawful discretion of the Employer. Such employees shall have no right of appeal and no right to a hearing except as may otherwise be provided by law or by the express terms of this Agreement.

ARTICLE 44

FULLY BARGAINED PROVISIONS

Section 1: This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, subject to the provisions of Article 33.

Section 2: This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 45

DURATION OF AGREEMENT

Section 1: Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing January 1, 2004 and shall remain in effect and full force through December 31, 2008.

Section 2: It shall be automatically renewed from year to year thereafter unless either party shall give written notice sixty (60) days prior to the anniversary date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the periods of negotiations.

Section 3: Copies of this Agreement when executed shall be distributed to all employees of the Employer.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be signed by their duly authorized representatives as of the _____ day of _____, 2005.

WARREN COUNTY PROSECUTOR'S OFFICE

ATTEST:

Thomas S. Ferguson, Prosecutor

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

ATTEST:

ATTEST:

WARREN COUNTY BOARD OF CHOSEN FREEHOLDERS

RICHARD D. GARDNER, FREEHOLDER DIRECTOR