

~~CONTRACT # 818~~

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE COUNTY OF SALEM**

**AS FUNDING AGENT**

**AND**

**THE ASSIGNMENT JUDGE OF THE VICINAGE INCLUDING SALEM COUNTY**

**AND**

**THE COMMUNICATION WORKERS OF AMERICA, LOCAL 1041, AFL/CIO**

**REPRESENTING**

**JUDICIAL EMPLOYEES OF A NON-SUPERVISORY, NON-CONFIDENTIAL  
NATURE OF THE COUNTY OF SALEM**

**JULY 1, 1993 TO DECEMBER 31, 1994**

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## PREAMBLE

This agreement, entered into this 16th day of September 1994 by and between the Honorable Samuel DeSimone, Assignment Judge for the Vicinage including Salem County, New Jersey (hereinafter called the "Employer") and the County of Salem in the County of Salem, New Jersey (hereinafter called the "Funding Agent") and Communications Workers of America, Local 1041, AFL-CIO, (hereinafter referred to as the "Union") represents the complete and final understanding of all the bargainable issues between the Employer and the Union.

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 ONE RECOGNITION

It is the intention of the parties that this agreement be entered into in accordance with the provisions of the Constitution of the State of New Jersey, the Rules of the Supreme Court of the State of New Jersey and of the Administrative Director of the Courts; and that further, insofar as it is possible, that this agreement be construed in harmony with the Rules & Regulations of the Civil Service Commission and the Statutes of the State of New Jersey, the Resolutions of the County of Salem and the Rules and Regulations of the various departments of the County of Salem. Where any resolution or Rule and Regulation, or part thereof, of the County or its various departments is inconsistent with any term or condition of this contract, the term and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

Where any term or condition of this contract or any Resolution or Rule and Regulation or part thereof of the County or its various departments is inconsistent with any present or future rule of the Supreme Court of the State of New Jersey or directive of the Administrative Director of the Courts or directive of the Assignment Judge for the vicinage including Salem County, such rule of the Supreme Court, directive of the Chief Justice Administrative Director of the Courts, or Assignment Judge shall prevail and shall supersede said inconsistent terms and conditions of this contract or of any Resolution or Rule and Regulation or part thereof.

The Employer recognizes the Union as the sole and exclusive representative of all those certain court related employees of the County of Salem covered in the aforementioned certification and as more particularly enumerated by job titles attached hereto and made a part hereof, for the purpose of collective bargaining negotiations concerning salaries, wages and other terms and conditions, but specifically excluding employees of the Salem

County Probation Department represented by the Salem County Probation Officers Association, elected officials, members of boards and commissions, professional employees, confidential employees, supervisors and managerial executives within the meaning of the Act.

This contract in no way superintends the statutory or constitutional duties and obligations of the Offices of the County Clerk, Sheriff and Surrogate and is to be so interpreted.

**ARTICLE TWO  
MANAGEMENT RIGHTS**

A. The Employer hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States, the Rules of the Supreme Court of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, and the directives of the Administrative Director of the Courts and the Assignment Judge of the Salem vicinage including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Courts and its facilities and to determine the standards of service to be offered by court related employees and to direct the activities of court related employees;
2. To determine the standards of selection of employment and to hire all court related employees and subject to the provisions of Law to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. To relieve its employees from duty because of lack of work or for any other legitimate reason;
5. To maintain the efficiency of its operations;
6. To determine the amount of overtime to be worked;
7. To determine the methods, means and personnel by which its operations are to be conducted;
8. To determine the content of work assignments; and

9. To exercise complete control and discretion over the organization and administration of the Courts and overall terms and conditions of employment of court related personnel.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms hereof are not inconsistent with the Constitution and Laws of New Jersey and of the United States, the Rules of the Supreme Court of the State of New Jersey and the directives of the Administrative Director of the Courts.

C. Nothing contained herein shall be construed to deny or restrict the Funding Agent of its powers, rights, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or local laws or ordinances unless any such action to be taken by the Funding Agent shall be inconsistent with the Constitution of the State of New Jersey, the rules of the Supreme Court of New Jersey, and the Directive of the Chief Justice of the Supreme Court of New Jersey and directives of the Assignment Judge for the vicinage which includes Salem County in which event the provisions of the Constitution, rules of the Supreme Court, directives of the Chief Justice, Administrative Director or Assignment Judge shall prevail.

**ARTICLE THREE  
FEDERAL AND STATE LAW - SEVERABILITY**

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

**ARTICLE FOUR  
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 FIVE  
PERFORMANCE EVALUATION**

A performance evaluation system has been implemented by the Employer as to employees' covered by this agreement. There will be an annual written evaluation for all employees on a form to be prepared by the Employer. Performance evaluations will be conducted by the appropriate supervisor designated by the Employer. When a performance evaluation is completed, the employee will receive a copy of the performance evaluation and the employee will sign the copy of the performance evaluation to signify only that it has been received and either party has the right to attach one set of response comments to the copy of the performance evaluation. Copies of all evaluation correspondence will be exchanged between the parties. The employee will have the right to grieve unsatisfactory evaluations in accordance with the provisions of Article Thirty-Six of the within agreement. There is no right to grieve evaluations in any sub-category of the evaluation form.

**ARTICLE SIX  
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.

If any work rule is implemented without the fifteen (15) working days notice to the Union, the work rule will be rescinded until the proper notification has been given.

**ARTICLE SEVEN  
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 EIGHT  
LEAVES OF ABSENCE - GENERAL RULES**

A. A permanent full-time employee holding a classified position who is temporarily mentally or physically incapacitated to perform his duties pursuant to Title XIA, 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.

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

**ARTICLE NINE  
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 TEN  
RETIREMENT**

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



standard Blue Cross/Blue Shield Major Medical coverage.

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

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

(a) twenty-five (25) years of service to the County of Salem at any age; or

(b) have retired with a disability pension; or

(c) have retired from County of Salem service at sixty-two (62) years of age or older with at least fifteen (15) years of service to the County of Salem

D. Severance Pay - Employees who are eligible for service pensions and who elect to retire will receive severance pay by separate check for fifty (50%) percent 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 the maximum of Fifteen Thousand (\$15,000.00) Dollars.

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

E. Concerning medical insurance upon retirement: This benefit will be in accordance with the provisions of New Jersey Statutes and policy adopted by the Board of Chosen Freeholders.

#### ARTICLE ELEVEN RESIGNATIONS

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

**ARTICLE TWELVE  
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 THIRTEEN  
SICK LEAVE**

A. **General** - Sick leave is defined as the absence from duty of an employee who because of personal illness or bodily injury 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 seriously 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. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her prorated and accumulated entitlement.

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 prorated 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 New Jersey Department of Personnel Rules and Regulations. Abuse of sick leave shall be cause for disciplinary action. The Employer may adopt such other sick leave verification procedures that are reasonable and which they deem appropriate and are consistent with State law.

3. When it is known that sick leave will be required for more than ten (10) days such leave must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a physician's signed statement prescribing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of illness is confidential between doctor and patient).

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

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

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

**ARTICLE FOURTEEN  
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) workdays per year.

3. Beginning with the sixth calendar year through twelve calendar years - fifteen (15) workdays per year.

4. Beginning with the thirteenth calendar year through twenty calendar years - twenty (20) workdays per year.

5. Beginning with the twenty-first calendar year - twenty-five (25) workdays 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. However, if an employee utilized his vacation prior to the time it is earned, then the employee will have the amount of vacation taken over the amount earned deducted from his final compensation check.**

**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 years 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

Use of vacation carry-over will be pursuant to N.J.A.C. 4A:6-1.2(f).

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 Chosen 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 FIFTEEN LONGEVITY

A. Employees covered by this agreement will be eligible for longevity payments provided that they are members of the Classified New Jersey Department of Personnel 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 New Jersey Department of Personnel 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 current annual base salary.

3. Fifteen (15) years of service up to the completion of nineteen (19) years of service 4% of the employee's current annual base salary.

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

B. Payment will be made by separate 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 New Jersey Department of Personnel 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 SIXTEEN 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 midnight 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 days pay for the holiday. "Comp time" may be substituted for the regular days 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.
3. Workday is defined as a minimum of four (4) consecutive hours.

D. Overtime work shall be divided equitably amongst all employees within the job title in which the overtime exists. The Employer agrees to keep a rotation list of overtime worked. Refusal to work overtime shall be charged as overtime worked on the rotation list. In the event of an emergency, the Employer shall use its best discretion as to calling the most readily available Employee. An Employee will not be eligible for overtime unless the Employee has the skill and ability to perform the overtime assignment. This management determination shall be grievable only up to the Court Administrator's level in the grievance procedure. The initial rotation list will be determined on the basis of seniority.

**ARTICLE SEVENTEEN  
WORKMEN'S COMPENSATION, SAFETY & HEALTH**

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

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

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

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

C. The parties agree that they will set up an Advisory Health and Safety Committee composed of two (2) members appointed by the Union and two (2) members appointed by County management. The Committee will meet at the discretion of its members and will forward any advisory reports in writing to the Clerk of the Board of Chosen Freeholders.

**ARTICLE EIGHTEEN  
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 and agreed to by the Vicinage Assignment Judge.

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 and agreed to by the Vicinage Assignment Judge, except in emergency situations as declared by the Clerk of the Board of Chosen 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.

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

#### ARTICLE NINETEEN HOLIDAYS

1. New Years 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 Judiciary 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 TWENTY  
VEHICLE 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-three (23 cts) 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.

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

County vehicles may only be utilized for official County business.

Any time that an employee is utilizing a County vehicle and that vehicle is involved in any type of accident or traffic mishap, the employee must complete a report on the incident and give the report to his supervisor. The report must contain all details of the incident including the 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 TWENTY-ONE  
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 Judiciary 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 a period not exceeding six (6) months and the same may be extended for an additional period not exceeding six (6) months by the Judiciary at their discretion.

**ARTICLE TWENTY-TWO  
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, Communications Workers of America, AFL/CIO, 501 3rd Street, N.W., Washington, D. C. 20001-2797 by the 10th day of the month following the calendar month in which such deductions are made, or earlier if reasonably possible, together with a list of employees from whose pay such deductions were made.

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 TWENTY-THREE  
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.

B. All disciplinary records on employees will be kept in the Personnel files of the office of the Clerk of the Board. Each employee will receive a copy of any documents critical of the employee or the employee's job performance.

#### **ARTICLE TWENTY-FOUR OUT OF TITLE WORK**

If an employee works outside of his classification, within this bargaining unit, at the request of the Employer, for a period in excess of five (5) consecutive workdays or in excess of eleven (11) workdays in a calendar year, he shall receive the rate of pay for that classification or the rate of pay for his own classification, whichever is higher, for the total number of hours worked outside of his classification upon the commencement of the sixth (6th) consecutive workday or twelfth (12th) accumulative day in a calendar year. No compensation shall be paid under any circumstances for the first five (5) 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 TWENTY-FIVE UNION LEAVE**

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

Members of the bargaining unit designated by the bargaining unit may be granted up to ten (10) aggregate days, without 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 forty-eight (48) 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 session, fact finding sessions and arbitration sessions. However, up to four (4) employees will be granted permission for negotiating sessions.

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

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

#### **ARTICLE TWENTY-SIX JOB OPENINGS**

A job opening for a newly created position or a vacancy in an existing position shall be posted on an appropriate bulletin board for a period of at least six (6) 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. A copy of the posting will be sent to the local Union president.

#### **ARTICLE TWENTY-SEVEN PART-TIME BENEFITS-MEDICAL INSURANCE, DENTAL PLAN, VACATION AND SICK LEAVE**

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

#### **ARTICLE TWENTY-EIGHT 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.

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

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

#### **ARTICLE TWENTY-NINE OTHER LEAVES**

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

B. Jury Duty - An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed by applicable law and New Jersey Department of Personnel Rules. If an employee receives compensation for jury duty service, that compensation shall be turned over to the County by the employee in exchange for the employee's regular rate of pay.

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

D. Leave Credit - 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 THIRTY 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 THIRTY-ONE  
MEDICAL INSURANCE BENEFITS**

A. Hospital, Surgical and Major Medical Benefits - Full-time employees and regular part-time employees in accordance with Article Twenty-Seven above, after sixty (60) days service may enroll for benefits for the entire family. The premiums will be paid by the employer based upon the premium for the Blue Cross/Blue Shield coverage. For employees electing HMO, (Aetna, US Healthcare or HMO BLUE), the employee will pay the difference between the prevailing rate of Blue Cross/Blue Shield coverage and the premium for HMO. This additional amount will be paid through payroll deductions from the employee.

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

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

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

**ARTICLE THIRTY-TWO  
WORK PERFORMANCE**

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

**ARTICLE THIRTY-THREE  
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 THIRTY-FOUR  
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.

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

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

**ARTICLE THIRTY-FIVE  
DISABILITY COVERAGE**

The parties will 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 contributed by the Employer to defray the cost of this program.

**ARTICLE THIRTY-SIX  
GRIEVANCE PROCEDURE**

**A. PURPOSE**

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

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. **Steps of the Grievance Procedure** - The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. **STEP ONE** - An aggrieved employee shall institute action under the provisions hereby by submitting his grievance in writing within five (5) working days after the occurrence upon a form provided by the Union and in triplicate to the Union representative or Shop Steward who in turn shall forthwith file one (1) copy with the Court Administrator for the vicinage which includes Salem County and one (1) copy with the immediate Supervisor of the aggrieved employee. Having completed this an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

The supervisor shall render a written decision within ten (10) working days after receipt of the grievance.

In addition to the procedures set forth above the grievant shall have a right to a personal conference with his or her immediate supervisor on the grievance within five (5) workdays. The grievant shall have a right to a union representation present at the conference and to submit relevant documentary evidence in addition to the grievant's own verbal statement. In the event a conference is held the written decision shall be issued within three (3) workdays after the conference.

There shall be no loss of pay for employees attending the aforesaid conference.

2. **STEP TWO** - In the event a satisfactory settlement has not been reached with the supervisor, the employee may appeal his grievance to the Court Administrator (or his representative) within five (5) working days following receipt by the employee of the written determination of the supervisor. Such appeal shall be in writing, signed by the aggrieved employee and delivered to the Court Administrator.



The Court Administrator (or his representative) may at their discretion hold a hearing on the grievance and shall render a written decision within ten (10) working days from his receipt of the grievance.

3. **STEP THREE** - In the event that the grievance has not been resolved at Step Two, the employee may within ten (10) working days following the receipt by him of the determination of the Court Administrator appeal the matter to the Assignment Judge.

The Assignment Judge shall review the matter and issue a written decision within twenty-five (25) working days from the submission of the grievance to him. The decision of the Assignment Judge shall be final and conclusive.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute the grievance procedure herein established by this agreement between the Employer and the Union shall be utilized for any dispute covered by the terms of this agreement or affecting the employees covered hereunder.

C. **Union Representative in Grievance Procedure** - At any meeting between a representative of the Employer and an employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union representative may be present if the employee so requests.

#### **ARTICLE THIRTY-SEVEN SALARIES**

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

Effective July 1, 1993	-	Three (3%) percent
Effective January 1, 1994	-	One (1%) percent
Effective July 1, 1994	-	Five (5%) percent

The parties agree that all members covered by this agreement who are on a salary basis or hourly basis actually on payroll April 20, 1994 shall be eligible for the salary adjustment enumerated above. Any employee who has terminated County service prior to April 20, 1994 is not entitled to any benefits of this agreement including salary increases.

**ARTICLE THIRTY-EIGHT  
SENIORITY**

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

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

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

**ARTICLE THIRTY-NINE  
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 FORTY  
MATERNITY/PATERNITY LEAVE**

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

B. Paternity Leave - An employee may use his accumulated vacation time or any other leave to which he may be entitled under this agreement for a period of one (1) month prior to and one month past delivery of his child and shall be entitled to apply for such leaves as are permitted in accordance with the New Jersey Family Leave Act.

**ARTICLE FORTY-ONE  
DENTAL PROGRAM**

All full-time personnel covered by this agreement and part-time personnel who qualify in accordance with Article Twenty-Eight of this agreement shall be eligible to enroll in a dental program from a carrier selected solely and exclusively by the County. The program shall consist of a fifty-fifty (50/50) co-payment basic services, preventive and diagnostic care plan. The maximum amount payable will be a total of One Thousand (\$1,000.00) Dollars in any calendar year in accordance with the descriptive program booklet provided by the carrier. The County will pay the premium for this program which shall include Single, Parent/Child or Family coverage.

**ARTICLE FORTY-TWO  
PRESCRIPTION PROGRAM AND OPTICAL PROGRAM**

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

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

B. **Optical Program:**

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

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

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

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

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

**ARTICLE FORTY-THREE  
POLICY ON CIVIL SERVICE**

The administrative and procedural provisions and controls of the New Jersey Department of Personnel and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and control and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

**ARTICLE FORTY-FOUR  
COMPENSATORY TIME**

If after twelve (12) months from the date that compensatory time is actually earned, an employee cannot schedule the use of compensatory time with the employee's department head solely due to a managerial decision, then the employee will be compensated as defined under Article Sixteen - Overtime.

**ARTICLE FORTY-FIVE  
BASE SALARY AND HOURLY RANGE INCREASES**

The base salary range and hourly wage range for each title covered by this agreement shall be periodically adjusted to permit payment of the base wage increases provided for under Article Thirty-Seven of this agreement.

**ARTICLE FORTY-SIX  
MEAL REIMBURSEMENT**

Employees covered by this agreement shall be entitled to meal reimbursement for meals required outside the County of Salem while on official County business and for those occasions when an employee works more than four (4) additional hours beyond his/her normal quitting time. The amount of meal reimbursement shall be as follows:

Breakfast	-	Four (\$4.00) Dollars
Lunch	-	Six (\$6.00) Dollars
Dinner	-	Ten (\$10.00) Dollars

Meal reimbursement does not apply to employees who are attending training sessions or educational programs or conferences.

**ARTICLE FORTY-SEVEN  
CHRISTMAS EVE DAY**

The parties agree that all non-essential employees as designated by the Clerk of the Board of Chosen Freeholders and the Vicinage Assignment Judge 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, Alternative Youth Facility formerly known as 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. In the event any employee has taken Christmas Eve Day as a vacation day, sick day, personal day, or any other category of day off, he or she shall not be entitled to any compensation for any time which he or she may have been entitled to take off on Christmas Eve Day, had he or she actually worked that day.

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

**ARTICLE FORTY-NINE  
FUNDING AGENT**

The Funding Agent, the County of Salem, has reviewed this Agreement and by its signature as a party hereto evidences its acquiescence and concurrence with the economic terms and conditions hereof as negotiated between the Union and Employer. The Funding Agent agrees to take any and all steps which may be required in order to implement the aforesaid terms and conditions of employment agreed to by and between the Union and the Employer including but not limited to the budgeting of funds, adoption of resolutions, and the contracting for services providing such actions do not eliminate any right of the Funding Agent under this Agreement or

under the statutes or Constitution of the State of New Jersey.

**ARTICLE FIFTY  
DURATION**

The parties agree that this contract shall be effective retroactive to the 1st day of July, 1993, except where otherwise specified in specific articles of the agreement and that this contract shall continue in full force and effect until December 31, 1994.

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

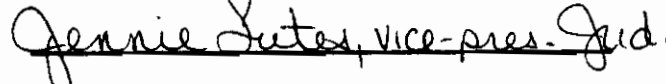
**FOR THE JUDICIARY IN THE  
JUDICIAL VICINAGE OF WHICH  
SALEM COUNTY IS A CONSTITUENT  
PARTY:**

  
\_\_\_\_\_  
**HON. SAMUEL DE SIMONE, A.J.S.C.**

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO, LOCAL #1041**

  
\_\_\_\_\_  
**CALVIN MONEY, CWA Representative**

  
\_\_\_\_\_  
**CATHERINE B. MACY, President,  
Local #1041**

  
\_\_\_\_\_  
**JENNIE LUTES, vice-pres. Jid.**

**COUNTY OF SALEM**

  
\_\_\_\_\_  
**C. DAVID SPARKS, JR.,  
Deputy Freeholder Director**

**ATTEST:**

  
\_\_\_\_\_  
**GILDA T. GILL, Clerk of the Board**

(Courts.doc)