

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE COMMUNICATION WORKERS OF AMERICA, LOCAL

COVERING NON-SUPERVISORY NON-CONFIDENTIAL COUNTY PERSONNEL

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PREAMBLE

This agreement entered into this day of , 1994 by the Salem County Board of Chosen Freeholders, hereinafter referred to as the "Employer" and Communications Workers of America, Local 1041, AFL-CIO, hereinafter referred to as the "Union" contains the agreements reached between the parties as enumerated below.

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

ARTICLE ONE RECOGNITION

Communications Workers of America has been designated by a certification election conducted by the Public Employment Relations Commission as the sole and exclusive majority union for all employees who are full-time personnel holding non-supervisory/non-confidential white collar and blue collar titles who are employed by the County of Salem; but excluding all personnel holding managerial executive, supervisory, confidential or security titles and all personnel hired as part-time personnel (who are employed an average of 19 hours and 59 minutes or less per week during a 52 week period commencing with the employee's last date of hire), temporary eighty (80) day personnel, per diem personnel, casual personnel, seasonal personnel and all personnel represented by other bargaining units.

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. Including but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by specific provision of this agreement.
2. The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the

Employer.

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

4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work.

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

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

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

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

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

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

B. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights.

ARTICLE THREE SEVERABILITY CLAUSE

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect absent the affected clause.

ARTICLE 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-Seven 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) or the New Jersey Police and Firemen's Retirement System (PFRS).

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

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

D. **Severance Pay** - Employees who are eligible for service pensions and who elect to retire will receive severance pay by separate check for fifty (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
SHIFT DIFFERENTIAL**

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

1. B-Shift

40 cents/hr July 1, 1993 to June 30, 1994
45 cents/hr July 1, 1994 to June 30, 1995
50 cents/hr July 1, 1995 to June 30, 1996

2. C-Shift

45 cents/hr July 1, 1993 to June 30, 1994
50 cents/hr July 1, 1994 to June 30, 1995
55 cents/hr July 1, 1995 to June 30, 1996

Employees assigned to the Salem County Community Bus Service presently work four shifts as follows:

5:00 a.m. to 1:00 p.m.
6:00 a.m. to 2:00 p.m.
12:00 noon to 8:00 p.m.
1:00 P.M. to 9:00 P.M.

Employees assigned to work the 12:00 noon to 8:00 p.m. shift or the 1:00 p.m. to 9:00 p.m. shift shall be entitled to receive the B-Shift Differential set forth above. It is understood and agreed that this shift differential applies to the afternoon-evening shifts and will apply equally in the event the hours of the said afternoon-evening shifts are adjusted for administrative reasons.

**ARTICLE THIRTEEN
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 FOURTEEN
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 FIFTEEN 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 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 SIXTEEN 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 SEVENTEEN
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 Board of Freeholders' level in the grievance procedure. The initial rotation list will be determined on the basis of seniority.

**ARTICLE EIGHTEEN
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 NINETEEN
HOURS OF WORK**

A. The standard number of work hours per week for all personnel covered by this agreement will be set forth in resolutions adopted by the County.

B. The existing starting time of work shifts will not be changed without at least two (2) calendar weeks notice to the affected employees and not without having discussed such changes and their justification with the Union except in emergency situations as declared by the Clerk of the Board of Freeholders.

C. Where the nature of the work requires a 24 hour per day, 7 day per week basis, employees so assigned will have their

schedule arranged in a manner which will assure a rotation basis that all employees within their job classification will, where reasonably possible, have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

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

ARTICLE TWENTY 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 employees.

*For employees assigned to the Salem County Community Bus Service, these holidays are the only ones that are not worked.

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-ONE 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.

County employees using their personal vehicles who are directed to do so by an appropriate supervisor on authorized business are covered under the County insurance limits, and are not required to provide any insurance coverage beyond what they consider adequate for their personal use of their vehicles. Salem County will reimburse those employees utilizing their personal vehicles 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-TWO EDUCATIONAL LEAVE

A permanent employee holding a classified position who desires

to pursue a course of study that will increase his usefulness on return to his position may request a special leave of absence without pay which may be granted by the Board of Chosen Freeholders at their discretion.

Requests for special leave of absence shall be submitted in writing stating reasons request should be granted, the date leave is to begin, and probable date of return to duty. Special leaves of absence, if granted, shall be for a period not exceeding six (6) months and the same may be extended for an additional period not exceeding six (6) months by the Board of Chosen Freeholders at their discretion.

ARTICLE TWENTY-THREE 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-FOUR 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-FIVE
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 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-SIX
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-SEVEN
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 five (5) working days. Employees may, submit their qualifications for such openings to the Clerk of the Boards 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-EIGHT
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-NINE
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 THIRTY OTHER LEAVES

A. **Bereavement Leave** - For attendance upon the death of a member of the immediate family (See Article Fourteen 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-ONE 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-TWO MEDICAL INSURANCE BENEFITS

A. **Hospital, Surgical and Major Medical Benefits** - Full-time employees and regular part-time employees in accordance with

Article Twenty-Eight 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.

D. Employees who hold the title of bus driver shall be reimbursed up to Twenty-five (\$25.00) Dollars as a one-time payment upon the submission of a receipt for the initial required medical examination in the first (1st) year of employment only.

ARTICLE THIRTY-THREE 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-FOUR 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-FIVE
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-SIX
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-SEVEN
GRIEVANCE PROCEDURE**

A. PURPOSE

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

B. PROCEDURE

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a representative at all levels of the procedure.
5. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Board of Chosen Freeholders at Level 3.
6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
7. Failure by the Employer to issue a decision within the specified time limits shall render the grievance awarded on behalf of the grievant.
8. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the employer.
9. Forms for grievance processing shall be developed between the parties and shall be mutually agreed by the parties and distributed on an as needed basis by either party.
10. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
11. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to preventing any grievance to arbitration. If either party commits a procedural violation in accordance with this clause, then the grievance shall be awarded to the other party who has not violated the procedural aspects of the grievance procedure.

C. PROCESSING

1. **Time Limits** - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and failure to act within these time limits shall be subject to the procedural penalties outlined above. The time limits specified below may,

however, be extended by mutual agreement in writing.

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

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

In addition to the above, the grievant shall have a right to a personal conference with his or her department head on the grievance within five (5) workdays. The grievant shall have a right to a Union representative 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.

(2) STEP TWO - In the event the grievance cannot be resolved at the first level after the decision of the immediate supervisor is received, if the employee wishes to appeal the grievance the employee or his representative must file the grievance within five (5) workdays after receipt of the decision of the immediate supervisor at the second step. The Clerk of the Board shall review the grievance once filed at the second step and render an answer within seven (7) workdays after the receipt of the grievance.

In addition to the above, the grievant shall have a right to a personal conference with the Clerk of the Board or his designee within seven (7) working days after the receipt of the grievance. The grievant may have a Union representative present at the conference and submit document evidence in addition to the grievant's own verbal statement. In the event a personal conference is held in accordance with the above, the written decision on the grievance shall be issued within three (3) workdays of the conference. The department head or his designee shall also be present at the conference.

(3) STEP THREE - If the grievant is dissatisfied with the answer at Step Two, the grievant or his representative shall have seven (7) workdays from the

receipt of the answer at Step Two within which to file a Step Three appeal in writing with the Clerk of the Board of Chosen Freeholders. The Board shall have the option of deciding whether or not to hold a hearing at Step 3. The Board shall notify the grievant in writing of its decision of whether or not to hold a hearing within fourteen (14) workdays of receipt of the appeal. In the event the Board decides not to hold a hearing, the grievant and his representative shall be notified in writing of the Board's decision not to hold a hearing. In the event the Board decides to hold a hearing, the hearing shall be held before the full Board within fifteen (15) calendar days of the date of the notice of the decision to hold a hearing. The grievant or his representative shall have the right to one (1) postponement of the hearing until the next regular Board meeting.

Once the Board of Chosen Freeholders has made a decision on a grievance, the decision of the Board of Chosen Freeholders shall be final and binding unless the grievant or his representative institutes an appeal therefrom to either the New Jersey Merit System Board or a written request for arbitration is filed by the grievant or his representative in writing within thirty (30) calendar days of the receipt of the decision of the Board of Chosen Freeholders. If arbitration is requested, the arbitrator shall proceed in accordance with applicable law and procedures of the Public Employment Relations Commission. If there is an appeal to the New Jersey Department of Personnel, the said appeal process will be in accordance with the applicable rules and regulations of the New Jersey Department of Personnel.

The parties agree that the arbitration process in this grievance procedure may only be utilized for six (6) binding cases and three (3) advisory cases in a calendar year.

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

In any event, the final decision on all grievances shall rest with the Board of Chosen Freeholders and shall not be appealable to any forum and shall be considered final and binding on all parties except for the six (6) case instances

where appeal to a binding arbitrator is permitted above.

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

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

D. MINOR DISCIPLINARY ACTION

The hereinabove grievance procedure shall also apply to minor disciplinary action imposed by the employer, including department heads, on employees herein. The term "Minor Disciplinary Action" used in the within paragraph shall be defined as follows: written letter of reprimand and/or suspension for the duration of up to and including five (5) days. Verbal reprimands are expressly excluded from the procedures set forth herein. However, procedures on Minor Disciplinary Action starts at Step 2 hereinabove.

ARTICLE THIRTY-EIGHT 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
Effective July 1, 1995	-	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-NINE 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 FORTY 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-ONE 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-TWO
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-THREE
UNIFORM ALLOWANCE**

A. Effective July 1, 1993, the following employees will be entitled to One Hundred Eighty (\$180.00) Dollars on a voucher system for a uniform allowance: Institutional Attendants, Food Service Workers, Cooks, female Building Services Workers, Nurses, Bus Drivers and any other employees required to wear uniforms as designated by the County. Effective July 1, 1994, that amount shall be increased to One Hundred Ninety (\$190.00) Dollars. Effective July 1, 1995, that amount shall be increased to Two Hundred (\$200.00) Dollars. Uniform allowance shall be paid in December for that calendar year and provision shall be made for a new hire proration system.

B. Road Department employees will be provided up to a One Hundred Thirty (\$130.00) Dollar allowance per employee which shall be paid upon the submission of a receipt for the purchase of work shoes.

C. Mechanics in the Road Department will be provided with coveralls.

D. It is agreed and understood that an employee is entitled to Uniform Allowance only if the employee is required to wear the uniform and/or shoes by the Employer. In the event the Employer does not require an employee to wear a uniform and/or special shoes, then no uniform allowance is payable.

**ARTICLE FORTY-FOUR
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-FIVE
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 Seventeen - overtime.

**ARTICLE FORTY-SIX
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-Eight of this agreement.

**ARTICLE FORTY-SEVEN
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-EIGHT
CHRISTMAS EVE DAY**

The parties agree that all non-essential employees as designated by the Clerk of the Board of Chosen Freeholders will be permitted to terminate their work duties as of 1:00 p.m. on Christmas Eve Day provided that Christmas Eve Day is a scheduled workday. Any employees who are deemed to be essential by the Clerk of the Board of Chosen Freeholders or employees employed in twenty-four (24) hour operations on A, B or C shifts including but not limited to public health, nursing home functions, Alternative Youth Shelter (formerly 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-NINE
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 County 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 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 June 30, 1996.

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

COUNTY OF SALEM

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

C. David Sparks
**C. DAVID SPARKS, JR., Deputy
Freeholder Director**

Calvin W. Money
CALVIN MONEY, CWA Representative

ATTEST:

Catherine B. Macy
**CATHERINE B. MACY, President,
Local #1041**

Gilda T. Gill

Mary B. Gould

**GILDA T. GILL
Clerk of the Board**

Carolyn Shoemaker

(NONSUPER.DOC)