

Contract # 67

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AGREEMENT

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BETWEEN

SALEM COUNTY PROSECUTOR

AND

SALEM COUNTY PROSECUTOR'S
SUPERIOR
OFFICERS ASSOCIATION

EFFECTIVE JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

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PREAMBLE

This Agreement, entered into this 6th day of October 1993, by and between the Salem County Prosecutor, hereinafter called the "Employer", the Salem County Prosecutor's Superior Officers Association, hereinafter called the "Association", and the Salem County Board of Chosen Freeholders, hereinafter called the "Funding Agent", has as its purpose the promotion of harmonious relations between the Association and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Salem County Prosecutor's Superior Officers Association as the exclusive bargaining agent for all employees in the bargaining unit, including the titles of Lieutenant Detective and Lieutenant Investigator and Sergeant, hereinafter defined for the purpose of collective bargaining and all other activities relative thereto, pursuant to the Public Employer/Employees Relations Act of the State of New Jersey and all other applicable law. However, excluded from this bargaining unit shall be the Prosecutor, Assistant Prosecutor, Chief of Detectives, Detectives and Investigators, Craft Employees, White Collar employees not included above, Blue Collar employees, Police Officers not included above, managerial executives and supervisors not included above.

ARTICLE II

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by applicable State and Federal laws; including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement;
2. The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work operational functions, 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; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department operation or service;

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 determine the number, location and operation of divisions, departments, units and all other work groups of the Employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;

9. To make or change Employer rules, regulations, policies and resolutions consistent with the specific terms and provisions of this Agreement. Any promulgation or change in the rules, regulations, policies or resolutions that clearly change the terms and provisions of this Agreement, will be submitted to the Association for review at least fifteen (15) days before such change or promulgation is implemented. If the Union wishes to comment on the promulgation or change, such comment should be submitted to the appropriate Employer agent at least five (5) days before the implementation of the promulgation or change.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, shall only be limited by the language of this clause, and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated, it being specifically understood, however, that the foregoing shall not be exercised, promulgated or implemented in such a way as to abrogate the rights of employees as provided for in this contract or as provided for in law.

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

ARTICLE III

NO STRIKE CLAUSE

A. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and functions is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The bargaining agent and the employees covered by this Agreement covenant and agree that during the terms of this Agreement neither the bargaining agent nor any members of the bargaining agent, or any member of the bargaining unit will cause, authorize, or support any strike, work stoppage, slowdown, walkout or other job action against the Employer.

C. The bargaining agent agrees that it will do everything in its power to actively discourage any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slow-down, walkout or other job action, participation in any such activity by an employee covered by this Agreement may be deemed grounds for discipline of such employee or employees, subject however, to the Grievance Procedure contained herein.

ARTICLE IV

STANDARD OPERATING PROCEDURES

A. The Employer and the Association agree that the Employer may, at its discretion, promulgate and maintain standard operating procedures. This manual may include, but is not limited to, standards of work performance, standards and methods of performance evaluation, rules, regulations, and policies regarding the daily operation of the Prosecutor's Office insofar as it applies to the employees in the Association.

B. In the promulgation and maintenance of the standard operating procedures, and in any future changes and amendments in the content of the manual, the Employer shall consult with the Association. However, the Prosecutor retains the right to implement such rules and standard operating procedures at his/her sole discretion.

ARTICLE V

FULLY-BARGAINED CLAUSE

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. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. 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 VI

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.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of Detectives and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of the Agreement and may be raised by an

individual, the Association at the request and on behalf of an individual or group of individuals.

C. Procedural Definitions

1. "Day" means a day when County offices are open for business.
2. "Party in Interest" is a person, agent or agency with an interest in the grievance.
3. "Representative" is a person or agent designated to represent either party in this procedure.

D. Procedural Guidelines

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 Union representative at all levels of the procedure.
5. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
6. Failure by the Employer to issue a decision within the specified time limits shall render the grievance advanced to the next level.
7. The time limits set forth in any step of the grievance procedure may be waived by mutual consent of both parties.
8. Forms for grievance processing shall be developed between the parties and shall be mutually agreed to by the parties and distributed on an "as needed" basis by either party.
9. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
10. Notice of hearing shall be given to the grievant at least five (5) days in advance and such hearings shall be held on mutually agreeable premises.
11. All evidence submitted under this procedure by either party must be submitted prior to Step 2 of the Grievance Procedure. If evidence is submitted after Step 2, either at the employer level or at the arbitration level, in arbitrable matters, it shall be excluded from the hearing.
12. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to presenting any grievance to arbitration.

E. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, in its entirety unless any step is waived by mutual consent:

STEP ONE

a.) A grievance, to be considered under this procedure, must be initiated by the grievant within ten (10) days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance.

Any employee covered by this Agreement who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. All grievances must be submitted in writing.

STEP TWO

a.) If the grievance is not resolved within ten (10) working days after it is submitted at Step One, the employee may appeal the grievance in writing to the County Prosecutor.

STEP THREE

a.) If the grievance has not been settled through Steps One and Two, either party may submit the grievance to final and binding arbitration ten (10) working days after the determination made by the County Prosecutor.

b.) The Arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission of the State of New Jersey (P.E.R.C.). After an Arbitrator is mutually selected pursuant to these procedures, the Arbitrator shall contact the parties individually and directly to schedule a hearing date acceptable to both parties.

c.) The Arbitrator shall be bound by the provisions of this Agreement and shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement.

d.) The decision of the Arbitrator shall be final and binding.

e.) The Arbitrator cannot make any recommendations that are contrary to the authority of the County Prosecutor as provided in the New Jersey statutes.

f.) The cost for the services of the Arbitrator shall be borne equally by the Employer and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Article VII

HOURS AND OVERTIME

A. For all employees in the Prosecutor's Office who are represented by the Association, the work week shall be seven (7) hours per day, thirty-five (35) hours per week. The time taken for lunch

will not be counted as part of the seven (7) hour day.

B. Each employee in the bargaining unit shall be on call twenty-four (24) hours per day, seven (7) days per week.

C. Any employee, holding the title of Sergeant, in the bargaining unit who works overtime shall be compensated for that overtime based on the following schedules:

1. Overtime shall be paid at 1 1/2 (one and one-half) times such employee's prevailing hourly wage rate for time worked in excess of 8 (eight) hours on a regularly scheduled work day, OR in excess of 40 (forty) hours in a regularly scheduled work week, OR any time worked on a Saturday, Sunday, or on scheduled time off from a regular work day.

2. Overtime shall be paid at 2 (two) times such employee's prevailing hourly wage rate for any time worked on a holiday.

3. All other overtime shall be paid at such employee's straight time hourly wage rate.

D. Call In - If such an employee is called in to assume duty beyond the regularly scheduled work day, such employee shall be compensated for three (3) hours at the employee's straight time rate, in addition to any overtime compensation for that employee, pursuant to the provisions of Paragraph C of this article.

1. Such employee is "called in" when that employee is required by his/her supervisor or by the immediate necessity of the assignment, to assume active duty, without receiving at least 24 hours notice in advance of said assignment.

2. Such employee, at his/her discretion, may choose to be compensated for an amount of overtime earned, as per Paragraphs C and D above, with compensatory time instead of monetarily, with prior approval of the employer.

3. All overtime remuneration shall be paid on a monthly basis as earned and shall be submitted to the Prosecutor on properly completed vouchers.

4. No overtime will be awarded for hours spent by such employees of the bargaining unit in overnight schools or in overnight extradition proceedings, which includes travel time in the above.

E. Any employee holding the title of Lieutenant shall be compensated for overtime and receive call-in and receive compensation in lieu of overtime and call-in as follows:

1. Commencing January 1, 1993 and ending December 31, 1993, overtime shall be paid and call-in shall be earned in accordance with Paragraphs C and D of this Article.

2. On January 1, 1994 each such employee shall receive Five Thousand (\$5,000) Dollars added to his/her annual base salary in lieu of all overtime compensation and call-

in compensation.

3. Effective January 1, 1994 any employee receiving a promotion resulting in that employee holding the title of Lieutenant shall receive Five Thousand (\$5,000) Dollars added to his/her annual base salary in lieu of all overtime compensation and call-in compensation.

4. Effective January 1, 1994, in the event an employee in the unit receives a temporary promotion to the title of Acting Lieutenant, such employee shall not be entitled to any addition to his/her annual base salary in lieu of all overtime compensation and call-in compensation but shall be entitled to overtime and call-in compensation as set forth in Paragraphs C and D of this Article as if such employee were holding the title of Sergeant.

Article VIII

SALARIES

A. Base salaries for each employee in the bargaining unit shall be paid pursuant to Schedule A annexed hereto.

The prevailing hourly wage rate for each employee in the bargaining unit shall be computed by dividing 1820 hours into his annual base salary.

B. Commencing January 1, 1993 and ending December 31, 1993, in the event an employee in the bargaining unit is designated Acting Chief by the Employer, that employee shall receive compensation in the amount of the current salary of Chief during the period that the employee is designated Acting Chief.

In the event that an employee in the bargaining unit is designated Acting Lieutenant by the employer, that employee shall receive compensation in the amount of the current salary of the Lieutenant during the period that the employee is designated Acting Lieutenant.

C. Effective January 1, 1994 in the event that an employee in the bargaining unit is designated Acting chief by the Employer, that employee shall receive compensation in the amount of One Thousand (\$1,000) Dollars per month added to that employee's base salary during the period that the employee is designated Acting Chief.

In the event that an employee in the bargaining unit is designated Acting Lieutenant by the Employer, that employee shall receive compensation in the amount of \$500.00 per month added to that employee's base salary during the period that the employee is designated Acting Lieutenant.

Article IX

LONGEVITY

A. All employees covered by this Agreement will be eligible for longevity payments after completion of a minimum of five (5) years or more of continuous, unbroken service from the date of appointment as an employee in the bargaining unit of this Employer on the following schedule:

1. A minimum of five (5) years up to the completion of nine (9) years of service - 1 3/4% of the employee's current annual base salary.

2. Ten (10) years of service up to the completion of fourteen (14) years of service - 2 1/2% of the employee's annual base salary.

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

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

B. In Paragraph A above, the term "unbroken service" shall be defined as occurring when an employee breaks his/her service for any of the following reasons:

1. Death.
2. Retirement.
3. Validated dismissal.
4. Should an employee request and receive a voluntary transfer out to the bargaining unit or out of the work force of the Employer.
5. Should an employee be laid off for more than three (3) months.
6. Should an employee be absent without leave for more than five (5) consecutive days.

C. Payment will be made, by separate checks at the end of the month following the employee's annual service anniversary date that is applicable in accordance with the above schedule.

D. Only personnel who are members of this bargaining unit will be eligible for the longevity payments noted above and all calculations toward eligibility will be based on their service with this Employer or prior unbroken service with the County of Salem.

Article X

HEALTH INSURANCE

A. Hospital, Surgical and Major Medical Benefits - Employees in the bargaining unit, after ninety (90) consecutive days service, may enroll for benefits for the entire family under the County's current hospital, surgical and major medical insurance programs. The premiums will be paid and calculated by the Employer based upon the costs of the program administered by National Benefits Corporation. For employees electing HMO (Aetna (formerly Healthways), US Healthcare, Medigroup, Co-Med), the employee will pay the difference between the prevailing premium for the program

administered by National Benefits Corporation and the premium for HMO. The additional amount will be paid through payroll deductions from the employee.

B. Group, Accident and Health Insurance - Employees in the bargaining unit may enroll in group, accident and health insurance coverage currently in force by the County of Salem. The cost for such insurance shall be divided between the Employer and the employee and the Employer shall pay seventy-five percent (75%) of the total premium cost and the employee shall pay twenty-five percent (25%) of the total premium cost.

C. Dental Benefits - Employees in the bargaining unit, after ninety (90) consecutive days service, may enroll for benefits for the entire family under the County's current dental insurance programs.

D. Prescription Payment Plan - Employees in the bargaining unit shall be entitled to a prescription payment plan under the County's existing prescription payment program.

E. Optical Plan - Employees in the bargaining unit shall be entitled to the optical plan provided by the County to other County employees.

F. Selection of Carrier - The County Board of Chosen Freeholders, at its sole discretion, retains the right to select and change insurance carriers during the terms of this Agreement. Selection of carrier is a managerial prerogative not subject to the terms of this collective bargaining agreement. A change in carrier will not result in a reduction in insurance benefits already applicable to personnel in this unit.

Article XI

VACATION

A. All employees who are members of this bargaining unit shall be entitled to the following annual vacation with pay, subject to the approval of the requested times by the Chief of Detectives or Prosecutor:

1. For each full month from date of hire up to and including the last day of December following such date of hire - One (1) work day per month for each month actually worked.

2. Beginning January 1, following the employee's initial hiring date through sixty (60) consecutive calendar months - Twelve (12) days per year.

3. Beginning with the first day of the sixth calendar year to the last day of the twelfth calendar year - Fifteen (15) days per year.

4. Beginning with the first day of the thirteenth calendar year to the last day of the twentieth calendar year - Twenty (20) days per year.

5. Beginning with the first day of the twenty-first (21) calendar year and for all years accumulated thereafter - Twenty-five (25) days per year.

B. Employees separated from County employment - Any employee who is laid off, discharged,

retired or otherwise separated from County service for any reason prior to taking his/her vacation, shall be compensated in cash for the unused vacation earned at the time of separation. If, however, an employee has utilized a vacation before it is earned, and then that employee is separated from the County, the amount of vacation that has been utilized but not earned will be deducted from the employee's earnings in the last payroll period that the employee works for the County and the Employer.

C. Vacation Carry-Over - When in any calendar year the vacation or any part thereof is not granted for reasons of Employer business, such vacation period shall accumulate and be granted during the next succeeding year only. Employees may carry a maximum of ten (10) days of vacation into the subsequent annual vacation period and no further extension will be granted into the next succeeding period by the Employer.

Article XII

SICK LEAVE

A. Sick leave is defined as the absence from duty of an employee who, because of personal illness, is unable to perform the usual duties of his/her position, exposure to contagious disease, a short period of emergency attendance upon a member of the immediate family who is critically ill and requiring said presence of the employee.

A member of the 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. Employees in this bargaining unit shall be entitled to the following sick leave with pay:

One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including December 31 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 sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when it is needed by the employee. 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.

C. If an employee is absent for five (5) or more consecutive working days, for any reason set forth in the above, or for any other reason where sick leave is requested, the Employer may require acceptable evidence of utilization of the leave. The nature of the illness shall be stated on any Doctor's Certificate unless it is confidential between the doctor and the patient.

D. Abuse of sick leave shall be cause for disciplinary action.

E. 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/her immediate supervisor. This request must be accompanied by a physician's signed statement describing the sick leave and giving reasons for the sick

leave and anticipated duration of the incapacity (unless the nature of the illness is confidential between the doctor and the patient).

F. Any employee who does not expect to report to work because of personal illness or for any other reason as set forth in Paragraph A above, shall notify his/her immediate supervisor by telephone or personal message within one (1) hour after the beginning of work for his/her position except in twenty-four (24) hour operations where notice must be given a minimum of one (1) hour before the employee's starting time.

G. 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 Employer shall require.

H. In accumulating sick leave due, the total years of continuous unbroken service with the Employer shall be considered, less any sick leave actually utilized. Unbroken service has previously been defined in Article IX, Paragraph B, and that definition is equally applicable in this article.

Article XIII

BEREAVEMENT LEAVE

In an instance of bereavement, an employee must notify the Employer of his/her request for the utilization of bereavement leave for the death of a member of the immediate family as defined in the Sick Leave Article above. An allowance of up to three (3) days bereavement leave without loss of pay may be allowed for each instance by the Employer.

Article XIV

HOLIDAYS AND ADMINISTRATIVE DAYS

A. The following holidays, enumerated below, are recognized by the Employer and will be paid holidays for the employees in this bargaining unit unless they are otherwise scheduled at the discretion of the Employer:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (3rd Monday in February)
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day (4th 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 (Day after Thanksgiving)
14. Christmas Day
15. Such holidays as the Employer legally may deem appropriate for all his employees.

B. The holidays designated above which officially fall on a Sunday shall be celebrated on the following Monday. Holidays designated above which fall on a Saturday will be celebrated on the preceding Friday.

C. Whenever a holiday as enumerated above in this Article is decreed to be a normal work day by the Employer, an Official of the State or the County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

D. Three (3) days administrative leave with pay per year may be granted each employee at his/her request upon approval by the Employer or his/her designee. In order to apply for administrative leave, the employee must have completed at least one (1) full year of service with the Prosecutor's Office. The employee becomes eligible for the above leave the first day of January after he/she has completed one (1) full year of service.

Except in emergency situations, forty-eight (48) hours prior notice of such request must be given to the immediate supervisor. Two Administrative Leave Days must be taken in full day increments during the calendar year in which they are earned. One Administrative Leave day may be taken in two half-day units. Administrative Leave Days shall not be accumulated or carried over into the next calendar year.

Article XV

VEHICLES

A. Vehicles will be furnished by the Employer to each employee covered by this Agreement in order to fulfill their employment responsibilities while on duty and on call.

B. The vehicle will be equipped with any equipment that the Employer deems necessary.

C. It shall be the responsibility of each employee to immediately report any defective vehicle to their immediate supervisor. Failure to do so could result in disciplinary action.

D. It shall be the sole and exclusive responsibility of the Employer to maintain and/or repair all vehicles furnished under this Article at the discretion of the Employer.

E. The Employer shall provide, at its own cost, all insurance that it deems necessary on the vehicle covered by this Agreement. Selection of insurance carriers to provide such insurance is at the discretion and sole determination of the County.

F. Any employee who abuses or damages in any way, an assigned vehicle shall be subject to the full disciplinary procedures as implemented by the Employer. Abuse or damage must occur in a willful or neglectful manner and must constitute physical damage to the car or abuse that would not be permitted by the Prosecutor or condoned as an act by a public employee. Abuse and damage shall not be applicable to situations where the motor vehicle is utilized in the normal performance of a pursuit of a criminal,

suspected criminal or material witness.

G. The Employer, at his/her discretion, may at any time remove the privilege of utilizing a vehicle from any employee who is hired after December 31, 1984.

Article XVI

TELEPHONES

A. The Employer will provide telephone service for each employee in the bargaining unit at the employee's residence at the Employer's expense until September 30, 1993. All employee's who receive telephone service shall submit the telephone bill with each voucher at the time and day designated by the Employer, or have the telephone service billed directly to the Prosecutor's Office.

B. Effective October 1, 1993, the employer shall no longer provide telephone service at Employer's expense. The Employer shall, however, reimburse each employee for business related toll calls billed to each employees telephone. Each such employee shall submit a voucher and physical copy of the employee's telephone bills on a quarterly basis to the Employer for reimbursement at the time and on the day designated by the Employer.

Article XVII

UNUSED SICK LEAVE AT RETIREMENT

Employees who elect to retire will receive severance pay by separate check for fifty percent (50%) of their unused accrued sick leave at the date of retirement, as full payment thereof.

The severance pay value will be calculated on the employee's current rate of pay on the day of retirement. The maximum compensation for unused sick leave at retirement shall be Fifteen Thousand (\$15,000) Dollars.

Any employee covered by this Agreement, who remains in County service to fill an unclassified position, shall have his/her prior accrued sick leave credit frozen for retirement benefits.

Article XVIII

WORKMEN'S COMPENSATION

A. When an employee is injured in the course of his/her employment and qualifies for workmen's compensation:

1. He/she will be paid the difference between the amount received as compensation and his/her salary during the period he/she is unable to work, as determined by a physician designated by the insurance carrier.

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

B. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any protective tools and devices reasonably necessary to insure their safety and health. The proper use of this equipment is mandatory on the part of all employees, and any employee who refuses to comply with a safety or health regulation shall be subject to discipline at the discretion of the Employer.

Article XIX

NON-DISCRIMINATION CLAUSE

The parties agree that they will comply with existing State and Federal laws on discrimination.

Article XX

LEAVE OF ABSENCE

A. An employee in the bargaining unit, who is temporarily mentally or physically incapacitated to perform his/her duties pursuant to Title XI, may be granted a special leave of absence without pay.

1. Request 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 to duty.

2. Special leaves of absence, if granted by the Salem County Prosecutor, shall not exceed six (6) months.

3. For each case of special leave without pay other than provided herein, the Prosecutor shall determine whether an employee granted such leave shall be entitled to his/her former position on his return from such leave, or whether his/her name be placed on the re-employment list for the class.

B. Upon the return of an employee from an approved leave of absence, the employee shall assume his/her prior seniority rights.

C. When an employee is granted a special leave without pay at her/his own request, 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, at her/his own request, 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 in accordance with the contract).

Article XXI

MATERNITY LEAVE

A. An employee shall notify the Employer of her pregnancy when it is medically confirmed.

In all cases, an approximate due date shall be provided the Employer by her physician. Additionally, the employee must provide medical certification indicating that she is capable of safely performing her normal work duties beyond the fourth month of pregnancy.

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

B. Child Care Leave

1. An employee may use his or her accumulated vacation leave, administrative leave and compensatory time to provide care for a dependent child.

2. Upon written request, an employee may be granted child care leave without pay for up to six months to provide care to a dependent child.

Article XXII

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered by this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article XXIII

MEDICAL BENEFITS UPON RETIREMENT

A. Employees Employed Prior to August 1, 1991.

Upon retirement, employees with a minimum of twenty-five (25) years of service shall have hospital, surgical and major medical benefits paid in full 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 Pension System.

B. Employees Employed After August 1, 1991.

After August 1, 1991, upon retirement, in order to have hospital, surgical and major medical benefits paid in full 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;
- (b) have retired with a disability pension; or
- (c) have retired from County of Salem service at 62 years of age or older with at least 15 years of service to the County of Salem.

Article XXIV

EDUCATIONAL ASSISTANCE CLAUSE

A. All employees covered by this Agreement are eligible for educational assistance from the Employer as follows:

1. The Employer shall pay all tuition, fees, books and expenses required for the course.
2. The course must be approved by the Employer prior to registration.
3. The employee must successfully complete the course.

B. The employee shall submit to the Employer, in writing and at the time of registration, an itemized estimate of tuition, fees, books and expenses. Where possible, payment will be made directly to the educational institution through voucher. Otherwise, payment will be made to the employee through voucher.

C. In the event an employee does not successfully complete a course, full repayment of all monies advanced will be made to the Employer by the employee, along with a written explanation of the reasons for not successfully completing said course.

Article XXV

ON CALL COMPENSATION

A. All employees in this bargaining unit with the title of Lieutenant who are assigned on-call status, 24 hours a day, and are required to carry a beeper, will be compensated with three (3) hours compensatory time per week.

B. All employees in this bargaining unit with the title of Sergeant who are assigned to standby duty shall be compensated with thirteen (13) hours compensatory time for each week of duty assumed.

Article XXVI

CIVIL ACTION/FALSE ARREST PROTECTION

The Employer shall provide to all members of the bargaining unit full legal representation in any civil action, alleged civil rights violation, a false arrest accusation, or any other legal action arising from performance in the line of duty. The Employer further agrees to fully indemnify all employees in the bargaining unit in said actions.

Article XXVII

LAW ENFORCEMENT PROFICIENCY COMPENSATION

In recognition of the levels of proficiency maintained by each employee in the areas of formal education, general police training, firearms qualifications, physical training, and specialized and individualized training, each employee shall be compensated as follows:

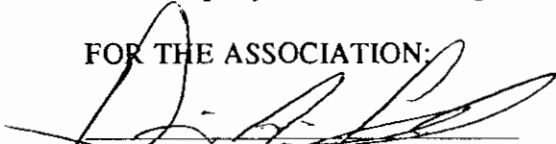
1. Each employee covered by this Agreement shall be compensated annually at the rate of \$10.00 per college credit hour earned, to a maximum of 120 college credit hours.
2. This compensation shall be in addition to the employee's annual base salary and all other compensations to which the employee is entitled under this Agreement.
3. This compensation shall be paid upon the submission of a properly completed voucher, and shall be paid on or before February 1 of each year.
4. This compensation shall be paid to each employee who is so employed by the Salem County Prosecutor as of February 1 of the payment year.

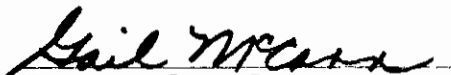
Article XVIII

TERM AND RENEWAL

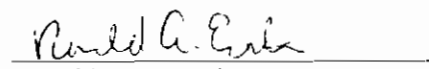
This Agreement shall be in full force and effect as of January 1, 1993, and retroactive to that date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than one hundred twenty (120) days prior to the expiration date of this Agreement, of its desire of change, modification or termination of this Agreement, except, that each party shall have the right to reopen negotiations prior to December 1, 1995.

FOR THE ASSOCIATION:

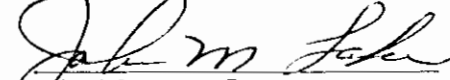

Dennis A. Sample, Lieutenant


Gail G. McCann, Sergeant

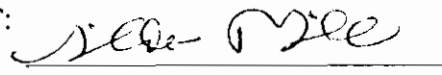
FOR THE EMPLOYER:


Ronald A. Epstein
Salem County Prosecutor

FOR THE FUNDING AGENT:


John M. Lake, Jr.
Freeholder Director

ATTEST:


Gilda T. Gill
Clerk of the Board

SCHEDULE "A"

Employee		Base Salary Effective Date			
Name	Title	1/1/93	10/1/93	1/1/94	1/1/95
Vengenock, T.	Lieutenant	\$55,048	\$55,448	\$63,220*	\$66,381*
Sample, D.	Lieutenant	\$49,421	\$49,821	\$57,312*	\$60,178*
McCann, G.	Sergeant	\$41,055	\$41,455	\$44,528	\$47,754
Miller, C.	Sergeant	\$39,706	\$40,106	\$43,111	\$46,267

*In addition to base salary per Article VIII A., includes \$5,000 added to base salary in lieu of overtime as per Article VII E.#2.