

CONTRACT AGREEMENT  
between  
WARREN COUNTY PROSECUTOR  
and  
CLERICAL STAFF OF THE  
WARREN COUNTY PROSECUTOR'S OFFICE

January 1, 1994 - December 31, 1994

A G R E E M E N T

This Agreement made this 3<sup>rd</sup> day of June, 1994, by and between the PROSECUTOR OF THE COUNTY OF WARREN, (hereinafter referred to as the Employer), and the CLERICAL STAFF OF THE WARREN COUNTY PROSECUTOR'S OFFICE (hereinafter referred to as the Union), on behalf of all clerical employees whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968 and Amendments thereto.

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## ARTICLE 1

### RECOGNITION AND SCOPE

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

- a. Including all clerical employees employed by the Warren County Prosecutor in the classified service in any permanent position, including provisional employees;
- b. Excluding therefrom all managerial executives, confidential, investigators, appointed personnel and all other employees included in any other collective negotiations unit.

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

Section 3: This Article shall not preclude the addition of new titles which shall be negotiated only as to bargaining unit placement and salary at the time the new titles are established. The content of job descriptions shall not be negotiated and shall be the Employer's prerogative solely and exclusively to determine without negotiations with the Union. Failure of the Employer and the Union to agree on the bargaining unit placement and salary for a position title shall not delay the filling of the position and the payment of the employee(s) serving therein by the Employer.

Section 4: It is understood and agreed that employees employed pursuant to State and/or Federal grants, i.e., SLEPA, etc. will not be covered by this agreement.

## ARTICLE 2

### MANAGEMENT

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

Section 2: The prerogative of management concerning hiring, mentioned in Section 1 set forth above, includes the right to hire at above step 1 in cases where the Employer has difficulty recruiting for the position or where the Employer wishes to recognize prior experience in the same position before employment by the Employer. This provision only applies to clerical employees in ranges 2 through 6. Where hiring at above step 1 is based upon recognized prior experience, the employee may be hired at up to one step above minimum for each two years of such experience. All hiring at above step 1 must be approved by the Employer. During the term of this Agreement there shall be a cap on the maximum hiring step as follows: step 4.

Section 2A: During the term of Prosecutor John J. O'Reilly, the hiring cap shall be lifted. After Prosecutor John J. O'Reilly's appointment is completed and a new prosecutor is in office, the original policy shall be reinstated, i.e.: During the term of this Agreement there shall be a cap on the maximum hiring step as follows: Step 4.

Section 3: It is agreed and understood that the Employer's exercise of its management rights and responsibilities shall not be grievable, except to the extent that the Employer may have yielded its exclusive authority over same by an express provision of this Agreement.

ARTICLE 3

DEFINITIONS

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

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

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

D. PSSLO means Person Sharing Same Living Quarters. (See page 26).

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ARTICLE 4

NON-DISCRIMINATION

Section 1: The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, union, or union membership.

## ARTICLE 5

### PRIOR BENEFITS AND PRACTICES

Section 1: Any and all existing benefits, including those benefits which are set forth as policies, practices and general working conditions which are substantially uniform in their application to employees in the unit, in the same or similar titles or jobs or locations, which are in effect upon the signing of this Agreement shall remain in effect except to the extent that they are modified by this Agreement herein. The foregoing reference to existing benefits refers only to those benefits dealing with mandatory subjects of negotiations and rising to the level of a binding past practice as the latter phrase has been generally interpreted.



## ARTICLE 6

### UNION STEWARDS

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

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

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

Section 4: Elected officers shall serve in their positions for the duration of the contract.

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## ARTICLE 7

### VISITATION OF PREMISES

Section 1: Authorized representatives of the Union shall have the right to enter upon the premises of the Employer during working hours after notice to the appropriate Employer's representative for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed or with proper service to the public.

## ARTICLE 8

### LABOR-MANAGEMENT MEETINGS

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

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

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

## ARTICLE 9

### CIVIL SERVICE RULES

Section 1: The Administrative and Procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained.

ARTICLE 10  
HOURS OF WORK

Section 1: It is understood and agreed by the parties hereto that the normal hours of work in existence at the time of this Agreement (8:30 a.m. to 4:30 p.m.) for all units unless changed by mutual consent shall remain in full force and effect for the duration of this Agreement. Either party reserves the right to request a change in normal working hours, but no change shall be made unless mutually agreed to and approved by immediate supervisor and office manager. It is expressly understood that the foregoing provisions do not apply to those circumstances where changes of hours have been held to be management prerogatives.

Section 2: There will be a one hour lunch break 12:00 p.m. to 1:00 p.m. or 1:00 p.m. to 2:00 p.m. Lunch hours outside of this time schedule must be arranged by the office manager or in her absence, your immediate supervisor.

## ARTICLE 11

### OVERTIME

Section 1: All employees in full-time positions and classified service, shall receive compensation time calculated at time and one half for such time as they are requested to work in excess of their normal work week. It shall be the policy of the Employer that no overtime shall be allowed for work which could be accomplished during the normal working hours; therefore, accompanying the comp sheets submitted for overtime must be a statement submitted by the employee's department head certifying to the necessity and reason for overtime. Compensatory time will be in lieu of overtime. If an employee works through lunch, communication must be made to the office manager stating same. Authorization must be obtained from your immediate supervisor and/or office manager for work beyond 4:30 p.m. Time and a half compensatory time will not be accumulated for working a lunch hour. Time sheets will be turned in to the office manager at the end of every month.

Section 2: When employees are called in to work for a special assignment or emergency, assignments shall be made from the seniority list on a rotating basis in order of greatest seniority from within the unit requesting work. Assignments will be made by the office manager; when absent, chief detective; and in his absence, supervising detective. (Special assignments may be paid for time and one-half, prorated on salary in lieu of compensation time.)

Section 3: When called in to work other than normal working hours, a guaranteed two (2) hours compensatory time at time and one half rate will be granted.

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## ARTICLE 12

### COURT APPEARANCE

Section 1: The Employer agrees to pay an employee for all time he is required to be in Court prosecuting a complaint in connection with his normal work duties and responsibilities. If the employee is required to work beyond his normal work week while performing said duty, he shall be paid overtime in accordance with Article 11, Overtime, provided the employee is entitled to the payment of same. Any other time an employee appears in Court (unless specifically authorized, and required to do so by his Department Head) shall not be paid as work time.

## ARTICLE 13

### WAGES AND COMPENSATION

Section 1: The parties have agreed upon the reorganization of the Employer's rate ranges effective as of January 1, 1992.

Section 2: Any employee who has transferred to a similar position in the same title shall remain in the same increment at that time and thereafter as he would have been in, if he were in his previous position.

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

Section 4: The status quo shall be maintained with respect to an employee's salary placement upon demotion. Upon demotion, the employee shall receive the salary he would have received had he occupied the demoted position continuously from the date he commenced occupying the position from which he was demoted. In other words, the employee's salary history is reconstructed using as a starting point the date the employee commenced occupying the position from which he was demoted, and all salary adjustments and increments are reconstructed as if the employee had occupied the demoted position continuously since that starting point.

Section 5: The salary ranges are annexed hereto as Appendix A.



## ARTICLE 14

### MEDICAL BENEFITS

Section 1: All employees after three full calendar months of continuous service are eligible for hospitalization and major medical benefits under a policy provided by the health care provider chosen by the County of Warren. Medical benefits must be equal to or surpass the medical benefits currently provided. The medical benefits are paid by the Employer. For further information in regard to medical benefits, please see the booklet supplied for this purpose.

Section 2: The Employer shall pay current hospital and major medical premiums under the aforesaid policy for employees and their dependents who retire after January 1, 1975, with twenty years of continuous full time service, or are separated from full time continuous county service on a disability pension. Such payment shall continue until the death of the employee.

Section 3: Upon the death of an employee or a retired employee who is a member of the hospitalization and major medical benefits plan, the surviving spouse may continue in the plan by paying the monthly premium. If the surviving spouse is not the former employee or retired employee and shall remarry, the coverage shall cease immediately. If the surviving spouse is employed elsewhere and is covered by another medical benefits plan, the County's coverage shall be terminated immediately.

Section 4: Medicare part B. Premium reimbursement for employees sixty-five years or older shall be paid by the Employer until retirement.

Section 5: The Employer shall provide an eyeglass plan under which employees shall be entitled once every two years to \$35.00 towards an examination, \$35.00 towards regular glasses, and \$40.00 towards bifocals or Rx safety glasses.

Section 6: The Employer shall provide a drug prescription plan with a co-pay feature. The plan shall contain a provision permitting an employee the option of expanding to family coverage at the employee's expense.

## ARTICLE 15

### OUT OF TITLE WORK

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

Section 2: The practice of regularly assigning out of title work to employees shall be discontinued. Instances of out of title work identified by the Union and formally brought to the attention of the Employer shall be corrected immediately or by phasing out such assignments at the earliest time which shall in any case be no later than three months from the time of notification by the Union. In lieu of phasing out any such assignment within three months from the time of notification by the Union, the Employer shall have the discretion to continue the assignment with compensation from that time forward at the higher rate. Any dispute as to whether the work is within the job classification of the employee or employees shall be resolved by the Union or employee appeal to Civil Service where the matter will be heard within twenty-one (21) days and a decision rendered within ten (10) days of the hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure set forth herein.

Section 3: Payment for work continued as outlined in Section 2 shall be paid at the minimum rate of pay of the higher range or one full increment on the lower range, whichever is greater.

## ARTICLE 16

### PROMOTION

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

Section 2: Upon promotion of a permanent employee, all sick leaves and vacation balances shall be transferred with the employee.

Section 3: Upon promotion, an employee shall receive a salary greater than or equal to their current salary which shall be calculated and determined upon the salary range in effect before the promotion.

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

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

Section 6: It shall be the policy of the Employer that in the event that any Civil Service position of higher classification becomes open or available in a particular department, the permanent employees within their respective departments shall be given notification and first consideration for the advancement providing they shall qualify under the Rules and Regulations of the Department of Civil Service and approval by the Employer.

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

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

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

ARTICLE 17

JOB POSTING

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

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

## ARTICLE 18

### HOLIDAYS

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

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday (Third Monday in February)  
Good Friday  
Memorial Day (Last Monday in May)  
Independence Day  
Labor Day  
Columbus Day (Second Monday in October)  
Election Day  
Veteran's Day  
Thanksgiving Day and the Friday succeeding the same  
Christmas Day

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

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

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

## ARTICLE 19

### VACATIONS

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

a. One working day of vacation for each month of employment during the first calendar year of employment.

b. Twelve working days of vacation from one through five years of service.

c. Fifteen working days of vacation from five through twelve years of service.

d. Twenty working days of vacation from twelve through twenty years of service.

e. Twenty five working days of vacation from twenty through twenty five years of service.

f. Twenty six working days of vacation from twenty five through thirty years of service.

g. Twenty seven working days of vacation from thirty through thirty five years of service.

h. Twenty eight working days of vacation after the thirty fifth year of service.

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

Section 3: Upon separation from the Employer or upon retirement, an employee shall be entitled to vacation allowance for the current year prorated upon the number of months or major portion thereof worked in the calendar year in which the separation or

retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

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

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

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

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

Section 8: No vacation days shall be taken for less than a full day, except at the discretion of the employer or designee.

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

## ARTICLE 20

### LEAVES OF ABSENCE

#### A. Sick Leave

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

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

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

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

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

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

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

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

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



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

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

g. An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave in Civil Service Rule 4:1-2.1, shall notify his immediate superior, or some other person in his particular employment unit, by telephone or personal message at 8:30 a.m.

Section 6: Unused Sick Leave - Retirement: A permanent employee who enters retirement (other than deferred retirement) from the Employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at the rate of one half of the eligible employees daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed \$14,000.00. Prior to October 1, in the year of the employee's retirement, the notice must be provided to the employer by the employee, of their request as far as lump sum or quarterly payments. After October 1, of the year the employee retires, the employer has the option on how to distribute the funds and not the employee.

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

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

Section 2: When an employee is absent on a work related injury or illness, the employee shall retain his or her Worker's

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

Section 3: Sick leave injury will not be charged to the employee's sick leave. Workmen's Compensation and insurance accident reports must be filed with the Prosecutor's Office no later than the start of the second work day after the injury occurred. In case of a fatal or serious injury (one that requires hospitalization) complete the form and notify the Prosecutor or his designee immediately.

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

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

Section 6: If the sick leave injury leave is not approved by the Employer and/or sick leave insurance carrier after examining all evidence submitted by the employee, witnesses, if requested, and required to substantiate the claim and the examining physician, the time involved during which the employee was absent shall be charged to his sick leave credit, if any, and/or his vacation credit, if any, otherwise the employee shall suffer loss of pay for such time loss.

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

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

### C. Maternity Leave

Employees covered by the Agreement shall be entitled to maternity leave as hereinafter set forth. An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed, but not later than the end of the third month of pregnancy,

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

#### D. Administrative Personal Leave

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

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

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

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

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

#### E. Jury Duty

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

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

Section 3: Employees must obtain a certificate from the County Clerk's Office certifying the number of days the employee served on jury duty and submit the certificate to the Employer.

#### F. Bereavement Leave

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

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

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

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

#### G. LEAVE POLICY

Section 1: The grant or denial of a request for leave without pay is discretionary with the county. The request must be made in advance and must be recommended by the employee's Department Head, with the appointing authority retaining the ultimate decision-making power. A leave without pay request based upon non-job-related medical reasons where a physician has indicated that the employee cannot work, will require the employee to first

exhaust accumulated sick leave. If a leave without pay request for other than medical reasons, is denied, the employee is expected to report to work and the employee's absence under such circumstances will be considered Absence Without Leave (AWOL) which will give the County cause for discipline in accordance with Department of Personnel procedures.

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## ARTICLE 21

### STORM DAYS AND EMERGENCIES

#### A. Non-Essential Employees

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

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

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

## ARTICLE 22

### GRIEVANCE PROCEDURE

#### A. Grievance Definition

##### Grievances Are:

Section 1: A breach, misinterpretation, or improper application of the terms of this Agreement, or

Section 2: A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or order, applicable to the agency or department which employs the grievant effecting the terms and conditions of employment; including and concerning the application or interpretation of this agreement or any complaint allegedly violates any right relating to wages, hours, working conditions or any other provision arising out of his employment in relation to this agreement.

#### B. Purpose

Section 1: The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of the agreement or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances.

Section 2: It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the Union upon his request in accordance with the provisions hereof. He shall not be coerced, intimidated or suffer any reprisal, either direct or indirect, as a result of such use.

Section 3: In the event a formal charge of misconduct is made by the Employer against an employee, and if he so requests, he shall be entitled to a representative of the Union only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of any recording, if made.

Section 4: The parties agree that a shop steward may be permitted to meet with an employee and the employee's immediate superior in order to adjust grievances without loss of pay, provided such activity does not unduly interrupt the normal operation and business of the public employer.

Section 5: Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of any grievance at any step shall be final as to the interest of the grievant and the Union.

Section 6: No grievance settlement reached under the terms of this Agreement shall add to, subtract or modify any terms of this Agreement or existing laws and any grievance so adjusted shall have no force or effect.

### C. Matters Outside the Scope of Grievance Procedure

Section 1: When a grievance involves an alleged violation of rights and privileges specified in Civil Service Laws and Rules for which there are specific appeals to Civil Service, the Employee shall present his complaint to Civil Service directly. The Union may represent the employee before Civil Service and its representative need not be an attorney.

Section 2: This grievance procedure shall not serve as an avenue of appeal for matters which must by law or Civil Service rules be decided by Civil Service through its exclusive appeal procedure which shall include, but not be limited to, the following unless same are changed by law:

- a. Removal
- b. Suspension of more than five days at one time
- c. Demotion indicating a lowering in rank, rate or  
change
- d. Layoffs
- e. Letter removal at end or during working test period
- f. Classified reviews
- g. Salary range review
- h. Removal of names from eligible list
- i. An examination review

Section 3: The following matters are beyond the scope of this grievance procedure:

- a. Matters which the Union raised or could have raised during the negotiations that led to this Agreement.
- b. Matters reserved to the Employer's discretion by this Agreement.



#### D. Grievance Time Limits and Management Responses

Section 1: A grievance must be filed initially within 15 calendar days from the date on which the act which is the subject of the grievance occurred or 15 calendar days from the date on which the grievant should reasonably have known of its occurrence.

Section 2: Where a grievance involves exclusively an alleged error in calculation of salary payments, the grievance may be timely filed within 30 days of the time the individual should reasonably have known of its occurrence.

Section 3: Decisions after a scheduled hearing shall be rendered in writing to the grievant and where represented, to the Local President within established time limits, except that the decision will be considered timely if rendered within the following time limits or three days after the conclusion of the hearing, whichever is later:

a. At step one within five days of the receipt of the grievance;

b. At step two within five days of the receipt of the appeal from the step one decision;

c. At step three within twenty days of the receipt of the appeal from the step two decisions.

Section 4: Should a grievance not be satisfactorily resolved or should the Employer not respond in the time as prescribed above, either after initial receipt of the grievance or after movement of the grievance to step two or step three, the grievant may exercise the option within five working days to proceed to the next step.

Section 5: The Employer representative at the last hearing shall inform the grievant of the name and position of the next higher level of management to whom the appeal should be presented.

Section 6: Time limits under this Article may be changed by mutual agreement and requests for extension of time limits will not be unreasonably withheld.

Section 7: If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within the prescribed time, said grievance will be considered settled on the

basis of the last answer provided, and there shall be no further appeal or review.

#### E. Time Off for Grievance Hearings

Section 1: Time off for grievance hearings will be granted, but such time will not be considered time worked for the computation of overtime.

Section 2: Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required during his normal scheduled working hours.

Section 3: Union representatives may have the right to directly examine and cross-examine witnesses who appeared in any step of this procedure.

#### F. Grievance Steps and Parties Therein

Section 1: Before a grievance is reduced to writing and formally submitted, the employee may, with or without the assistance of his Shop Steward, discuss the matter informally with his immediate supervisor. If the grievance is not settled in this manner, it shall be reduced to writing and shall become a formal grievance. For a written grievance to be timely and effective it shall state clearly what the grievance is, identify the contract violation, and state what settlement is requested to resolve the grievance.

Section 2: Grievances shall be presented and negotiated for resolution in each of the successive steps between the employee and/or his representative and the specified Employer representative as follows:

##### STEP ONE

In the event the matter is not resolved informally, the grievant may submit his/her grievance in writing, to be timely and effective the grievance shall state clearly what the grievance is, identify the contract violation, and state what settlement is requested to resolve the grievance, to the office manager, who shall hear the grievance.

A grievance must be filed initially, in writing, within 10 calendar days after occurrence or 10 calendar days from the date

of which the grievant should reasonably have known of its occurrence.

#### STEP TWO

If the grievant is not satisfied with the disposition of the grievance by the office manager, it shall be presented by the Shop Steward, the Local Union President, or other Local Union Officers to the employer or acting prosecutor, by serving the same upon the employer or acting prosecutor in writing, signed by the employee, explaining the reasons for dissatisfaction, within 10 calendar days from the date of the office manager's decision.

#### STEP THREE

If no settlement of the grievance has been reached between the parties and if the grievance involves an arbitrable dispute, either the Employer or the Union, or both, may move the grievance to arbitration within 30 days after receiving the answer from the employer or within 30 working days of the time when the answer in writing from the employer was due.

#### ARBITRATION

Any party to this Agreement wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission that it is moving the grievance to arbitration and requesting a list of arbitrators to be furnished to the Employer and the Union. The arbitrator shall be chosen in accordance with the prevailing rules and regulations of the Public Employment Relations Commission for the selection of an arbitrator. The arbitrator shall hear the matter and render his award in writing within 30 days from the close of the hearing, unless said time is extended by agreement of the Union and the Employer. The arbitrator's award shall set forth findings of fact and the arbitrator's reasons for reaching his result. The award shall be final and binding, subject to applicable review procedures. The cost of the arbitrator's fee and expenses shall be shared equally by the Employer and the Union. The arbitrator shall interpret this Agreement as written and shall have no authority to alter, amend or add to or detract from the terms of this Agreement.

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## ARTICLE 23

### STRIKES

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

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

Section 3: Any violation of this Article 23 shall constitute a material breach of this Agreement and may serve as a cause for discipline including discharge. Nothing stated elsewhere in this Article 23 shall alter the parties rights to seek judicial relief in law or in equity.

ARTICLE 24

SENIORITY

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

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

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

## ARTICLE 25

### PART TIME EMPLOYEES

Section 1: All permanent part-time employees, including provisional employees awaiting examination, shall be paid wages based on the rates of pay for the appropriate classification in the County ranges. These employees shall be credited with prorated sick and vacation leave allowance, the latter representing the only benefits to which these employees are entitled on a pro rate basis.

Section 2: Part-time employees with one year of service as of January 1 shall be entitled to pro-rated holiday or daily rate of pay based on the next higher step of the salary range than they were on in the previous year.

Section 3: In the case of a part-time employee who becomes full-time in that position title, he shall retain his current step on the salary guide when going from part-time to full-time status. The same is also applicable in the case of a full-time employee who becomes a part-time employee in that position title.

ARTICLE 26

LIABILITY CLAIMS AND INDEMNIFICATION

Section 1: All employees covered by this Agreement shall be entitled to defense and indemnification by the Employer against liability claims or judgments arising out of the good faith performance of their official government duties.

ARTICLE 27

TRANSPORTATION ALLOWANCE

Section 1: Whenever an individual employee is authorized to use his privately owned vehicle on county business, the Employer shall reimburse the employee at the rate of \$.20 for each mile so used.

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



## ARTICLE 28

### EMPLOYER AUTOMOBILE INSURANCE

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

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

ARTICLE 29

SEVERANCE PAY

Section 1: The Employer hereby agrees to pay severance pay in the amount of two week's salary to any permanent full time employee whose job may be abolished on a permanent basis with the Employer because of a cut back in any particular department or program provided said employee is not transferred to or absorbed by any county, state or federal department, agency or program.

## ARTICLE 30

### SAFETY

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

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

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

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

## ARTICLE 31

### LONGEVITY

Section 1: All full time permanent employees shall be eligible to receive longevity salary for commendable service in the amount of \$300.00 upon the completion of ten years of continuous service, plus \$25.00 for each additional year of continuous service to a maximum of \$675.00 upon the completion of 25 years of continuous service. Years of completed service shall be computed from December 26 of any given year to December 25 of the following year.

## ARTICLE 32

### RULES OF THE EMPLOYER

Section 1: The parties agree that the Employer has the right to make reasonable rules and regulations. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Union before they are established and the Union agrees to negotiate the same in good faith. The negotiations process envisioned by this Section includes the Employer first giving the Union sufficient notice of its proposals and the Union then making timely demand to negotiate. In the event the Employer and the Union disagree and are at impasse concerning the proposed new rule or regulation governing working conditions, the parties agree that the Employer may unilaterally implement the rules and regulations change provided the impasse procedure of mediation through the Public Employment Relations Commission has first been exhausted. All rules and regulations promulgated by the Employer for the proper and efficient operation of the Public Service shall be duly and conspicuously posted.

Section 2: See attached Appendix B.

## ARTICLE 33

### EFFECT OF LAW

#### A. Legislative Action

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

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

#### B. Savings Clause

Section 1: If any provision of this Agreement shall conflict with any federal or state law or have the effect of eliminating or making the Employer ineligible for federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 34

TEMPORARY DISABILITY INSURANCE PLAN

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

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

ARTICLE 35

LAYOFFS

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



## ARTICLE 36

### ACCESS TO PERSONNEL FOLDERS AND EVALUATION

A. A secretary shall be given a copy of any evaluation report or any other form/document prepared by his/her evaluators prior to any conference held to discuss it. If the secretary is dissatisfied with her conference, she may request an additional conference prior to the evaluation being placed in her file. No such report, form or document shall be submitted to the central office, placed in the secretary's file or otherwise noted upon without a prior conference with the secretary. Secretaries shall sign the completed evaluation report, form, or document, but this shall indicate only that the report, form or document has been read by the secretary, and in no way indicates agreement with the contents thereof. Such intent shall be specified on the form.

B. 1. Complaint or complaints (made in writing by any person or persons inside or outside of the clerical staff) regarding a secretary made to any member of the administration by any person which may be used in any manner in evaluating a secretary shall be communicated to the office manager or her designee (to be communicated within five working days from the date of which the act occurred.) The secretary shall be given an opportunity to respond to and/or rebut those complaints, (within five working days from communication to the Office Manager or her designee), which, as a result of the investigation, shall become part of his/her file. No verbal complaints will be accepted or acted upon.

2. The secretary shall acknowledge that she has the opportunity to review such complaint by affixing her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The secretary shall also have the right to submit a written answer to such material and her answer shall be reviewed by the Office Manager or her designee (within five working days from the secretary's response) and attached to the file copy.

### C. Access to Personnel File

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

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

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## ARTICLE 37

### DISCIPLINE

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

A permanent employee in the classified service may be suspended without pay or with reduced pay, fined or demoted due to inefficiency, incompetency, misconduct, negligence, insubordination or for other sufficient cause.

A provisional or temporary employee may be disciplined at any time at the discretion of the Employer. A provisional or temporary employee who has been disciplined shall have no right of appeal or to a disciplinary hearing unless as otherwise provided by law or by the terms of this Agreement.

Permanent employees and employees in their working test period shall be entitled to a hearing for removal, suspension or fine, disciplinary demotion or as otherwise required by Civil Service Rules and Regulations. The hearing shall be conducted by the Prosecutor or his designee, and pursuant shall deem appropriate or as required by New Jersey Civil Service Rules and Regulations.

In cases involving fines for more than five (5) days or suspensions for more than five (5) days, removal or demotion, the employee shall be provided with charges, and specifications along with the proposed penalty. Any employee appealing such action within ten (10) days of receipt of the preliminary notice of disciplinary action, shall be granted a disciplinary hearing. If the employee is not satisfied with the decision of the Prosecutor or his designated hearing officer, the employee may appeal as permitted by law to the New Jersey Department of Civil Service for a hearing before an Administrative Law Judge.

The Prosecutor's designated hearing officer, if any, in such disciplinary hearings shall be chosen with a view to his objectivity and in no case shall the said hearing officer be the person who brought or prepared the charges against the employee.

At any disciplinary hearing, the employee may be represented by his steward, and/or other local union officer.

The Union will be provided, upon request, at least four (4) days prior to the hearing, with all written documents and statements which will be used against the employee at the hearing, as well as a list of witnesses that will be called by the Employer. At least two (2) days prior to the hearing, the Union shall provide to the Prosecutor or his representative copies of all documents and written statements the Union intends to rely upon at the hearing and names and addresses of all witnesses.

All such hearings shall follow the following format:

1. Reading of charges and specifications
2. Presentation of case by the appellant
3. Presentation of case by the Prosecutor
4. Rebuttal by Prosecutor and appellant, if necessary
5. Summation of case by appellant
6. Summation of case by Prosecutor

Direct and cross-examination of witnesses shall be allowed. Either party may request that witnesses be sequestered. The Prosecutor or his designated hearing officer, if any, may determine that witnesses be sequestered without a request from either party.

Whenever written eyewitness accounts of incidents are used as evidence the person who prepared and/or signed such document shall be available for cross-examination or the documents cannot be used at that hearing.

The Prosecutor or his designated hearing officer shall render his decision within twenty (20) days of the close of the hearing. Said decision shall include discussion of testimony or evidence, specific findings of fact and conclusions based on findings of fact and applicable laws and rules and regulations.

## ARTICLE 38

### SUBCONTRACTING OF WORK

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

Section 2: The Prosecutor and the Union agree to discuss the impact of subcontracting or contracting out of work normally performed by bargaining unit members to the extent permitted by law. This discussion may only be held if a layoff or job displacement will result and if the proposed subcontract is based solely on fiscal considerations.

Section 3: The Union must request the opportunity to discuss the impact of a decision to subcontract or contract out work within thirty (30) days after such action is taken by the Prosecutor. Failure of the Union to make such a timely request shall act as a waiver and shall bar the Union from seeking to discuss the impact of this action.

ARTICLE 39

APPLICATION OF SALARY AND BENEFITS

Section 1: Eligibility

Eligibility for automatic incremental movement on the revised rate range system is dependent upon the employee having been employed by the Warren County Prosecutor's Office for more than six (6) months.

Section 2: Employees who have less than six (6) months service on January 1 of any year will not move to the second step until they have completed six (6) months of service, at which time they will move to the next higher step. Thereafter, they shall move to the next step the following January 1.

Section 3: Salary adjustments will be paid retroactively to those persons who have retired within the meaning of PERS (other than deferred retirement), and to those who have resigned not more than ninety days prior to the execution of this Agreement and/or implementation of annual salary adjustments by both parties, and to those persons who remain in the Employer's employ on said date of execution. Retroactivity in salary shall include retroactive overtime pay at time and one half for all hours worked in excess of 35 hours, unless already paid in comp time.

Section 4: During any leave of absence without pay, the employee's fringe benefits shall be continued provided that the cost thereof (normally paid by the Employer) is thereafter paid by the employee to the insurance carried through the Employer.

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## ARTICLE 40

### FULLY BARGAINED PROVISIONS

Section 1: This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, subject to the provisions of Art. 33.

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

ARTICLE 41

EDUCATION BENEFIT

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

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

Section 2: Reimbursement will be contingent upon:

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

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

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

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

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



f. A maximum of 9 credits per calendar year may be taken.

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

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

i. The amount of \$2,500.00 will be appropriated by the Employer. Reimbursement to eligible employees will be on a "first come, first serviced" basis until such time as the appropriation is depleted.

## ARTICLE 42

### PAYROLL DEDUCTION OF UNION DUES

Section 1: The Prosecutor agrees to deduct from the salaries of bargaining unit members dues to the Clerical Staff of the Warren County Prosecutor's Office exclusively as said organization is the duly certified majority representative for the clerical staff. Deductions shall be made when authorized in writing to do so by each employee. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law each pay period, and monies collected, together with a listing of the clerical staff shall be transmitted to United National Bank, 101 Mansfield Street, Belvidere, New Jersey 07823 by the fifteenth (15th) day of each month following collection. The clerical staff shall indicate in writing to the proper disbursing officer of the County his/her desire to have any deductions made from his/her salary for the purpose of paying the union dues. Such disbursing officer shall make such deduction from the compensation of the clerical staff and the disbursing officer shall transmit the sum so deducted to the Union as designated by the clerical staff in her written request.

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

Section 3: An authorization for deduction of membership dues shall be terminated automatically when a member of the clerical staff is removed from the payroll of the Prosecutor. Where a member of the clerical staff takes a leave of absence without pay for one (1) month or more during any payroll deduction period, there will be no obligation on the part of the Prosecutor to collect funds from her salary during such absence. Upon her return to employment at the termination of her leave, the Prosecutor shall continue to deduct dues from her salary in accordance with the payroll deduction agreed upon by the parties.

Section 4: The amount of monthly membership dues will be certified by the Clerical Staff of the Warren County Prosecutor's Office in writing to the Prosecutor, and the amounts so certified will be uniform for all members of the union.

Section 5: A member of the clerical staff may withdraw dues deductions from the Union on July 1 of each year provided,

however, that said member of the clerical staff gives notice of withdrawal to the Prosecutor thirty (30) days in advance of her desire to withdraw. The filing of notice of withdrawal shall be effective to halt deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed.

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

Section 7: The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Prosecutor and/or his designee. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the County in reliance upon salary deduction authorization cards submitted by the Union.

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ARTICLE 43

TERM OF AGREEMENT


Section 1: Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing January 1, 1994 and shall remain in effect and full force through December 31, 1994.

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

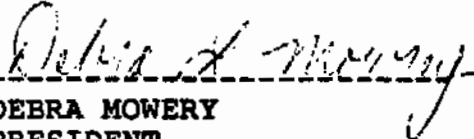
Section 3: Copies of this Agreement when executed shall be distributed to all employees of the Employer.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be signed by their duly authorized representatives as of 31<sup>st</sup> day of June, 1994.

PROSECUTOR

  
\_\_\_\_\_  
JOHN J. O'REILLY  
WARREN COUNTY PROSECUTOR

CLERICAL STAFF OF THE  
WARREN COUNTY PROSECUTOR'S  
OFFICE

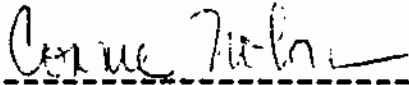
  
\_\_\_\_\_  
DEBRA MOWERY  
PRESIDENT

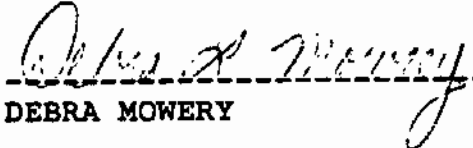
I hereby acknowledge receipt of the negotiated contract between the above parties.

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JACOB C. MATTHENIUS  
FREEHOLDER DIRECTOR  
DATE:

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MELINDA RAE CARLTON  
COUNTY ADMINISTRATOR  
DATE:

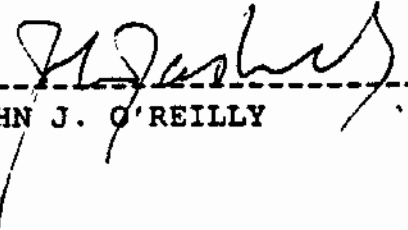
MEMBERS OF THE CLERICAL STAFF OF THE WARREN COUNTY  
PROSECUTOR'S OFFICE NEGOTIATING COMMITTEE

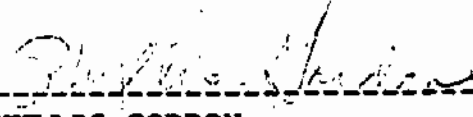
  
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CONNIE NOLAN

  
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DEBRA MOWERY

  
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KATHERINE BERGMANN

MEMBERS OF THE NEGOTIATING TEAM  
ON BEHALF OF THE PROSECUTOR

  
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JOHN J. O'REILLY

  
-----  
PHYLLIS GORDON

rev. 94

## APPENDIX B

### MANAGEMENT RIGHTS

The parties acknowledge that in order to effectively conduct the business of the Prosecutor's Office of the County of Warren, the Prosecutor has all the rights, powers, authority, duties, and responsibilities conferred upon it and invested in the Prosecutor by law prior to the signing of this agreement. Without limitation of the foregoing, management's prerogatives include the following exclusively vested rights:

1. To determine the standards of service to be provided by the Warren County Prosecutor's Office.
2. To manage and administer the affairs and operations of the Warren County Prosecutor's Office.
3. To maintain efficiency and effectiveness of the Warren County Prosecutor's Office.
4. To direct its working forces and operations.
5. To determine the standards and qualifications for employment of all employees.
6. To hire, promote, transfer, and assign employees.
7. To discipline employees according to law including suspension, demotion, termination, or other appropriate disciplinary action.
8. To take necessary action in emergencies.
9. To evaluate employee performance.
10. To direct the activities of all employees including content of work assignment.
11. To determine and implement the technology of performing work.
12. To determine the methods, means and personnel by which the Prosecutor's operations are to be conducted.
13. To promulgate rules, regulations and policies from time to time which may effect the orderly and efficient administration of the Prosecutor's Office.

14. To generally exercise complete control over the organization and operation of the Warren County Prosecutor's Office

In summary, the Prosecutor has the sole right to manage the business of the Warren County Prosecutors Office in accordance with law to determine the services to be provided and the method, process, and means of providing the same, the schedules or work and to change existing methods and facilities and matters commonly regarded as within the province of management.

The Prosecutor's use and enjoyment of the Prosecutor's powers, rights, authority, duties, and responsibilities, the adoption of policies and practices of the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto shall be limited only by the terms of this agreement and then to the extent same conform to laws of New Jersey and of the United States.



CLERK TRANSCRIBER

	<u>1994</u>
1.	15,769
2.	16,494
3.	17,219
4.	17,944
5.	18,669
6.	19,394
7.	20,119
8.	20,844
9.	21,569
10.	22,294
11.	23,019
12.	23,744
13.	24,469

SENIOR CLERK TRANSCRIBER

1994

1.	17,949 ✓
2.	18,674 ✓
3.	19,399 ✓
4.	20,124 ✓
5.	20,849 ✓
6.	21,574 ✓
7.	22,299 ✓
8.	23,024 ✓
9.	23,749
10.	24,474 ✓
11.	25,199 ✓
12.	25,924 ✓
13.	26,649

SENIOR CLERK STENOGRAPHER

	<u>1994</u>
1.	18,930'
2.	19,655'
3.	20,380'
4.	21,105'
5.	21,830'
6.	22,555'
7.	23,280'
8.	24,005'
9.	24,730'
10.	25,455'
11.	26,180'
12.	26,905'
13.	27,630'

PRINCIPAL DOCKET CLERK

	<u>1994</u>
1.	23,608
2.	24,333
3.	25,058
4.	25,783
5.	26,508
6.	27,233
7.	27,958
8.	28,683
9.	29,408
10.	30,133
11.	30,858
12.	31,583
13.	32,308