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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SALEM COUNTY IMPROVEMENT AUTHORITY COMMUNITY BUS SERVICE

AND

THE COMMUNICATIONS OF AMERICA, LOCAL 1041, AFL-CIO

COVERING FULL -TIME NON-SUPERVISORY , NON-CONFIDENTIAL PERSONNEL

THIS DOES NOT
CIRCULATE

X July 1, 1984 - June 30, 1987

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PREAMBLE

This agreement entered into by the Salem County Board of Chosen Freeholders represented by the Salem County Improvement Authority, hereinafter referred to as the "Employer", and the Communication Workers of America, Local 1041, AFL-CIO hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and amicable procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment as specifically enumerated in this contract.

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

ARTICLE I RECOGNITION

The Communication Workers of America, Local 1041, AFL-CIO is designated by the Salem County Improvement Authority Community Bus Service as the sole and exclusive majority union for all employees who are full time personnel holding the titles of Laborer, Bus Driver, and Principal Account Clerk/Typist, but excluding all personnel holding managerial executive, supervisory or confidential or security titles and all personnel hired as part time, temporary eighty (80) day, per diem, casual or seasonal employees.

ARTICLE II MANAGEMENT RIGHTS

- A. The County Board of Chosen Freeholders represented by the Improvement Authority hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States. Including but without limiting the generality of the foregoing the following rights:
1. All management functions and responsibilities which the County 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, department and work unit operational functions, performance of services and maintenance of the facilities and equipment of the County.
 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; twenty-four (24) hours written notice shall be given to the Union as soon as any layoffs are anticipated;
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Authority;
8. To subcontract for any existing or future service as determined necessary by the Authority;
9. To make or change Authority rules, regulations, policies, and resolutions consistent with the specific terms and provisions of this agreement;
10. And otherwise to generally manage the affairs of the County, attain and maintain full operating efficiency and productivity and to direct the work force.

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

ARTICLE III
SEVERABILITY

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

ARTICLE IV
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. 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 V
PERFORMANCE EVALUATION

The parties agree that the Employer has the right to conduct individual performance evaluations of all personnel.

ARTICLE VI
WORK RULES

The Salem County Improvement Authority as its discretion and through its agents may establish work rules for the conduct of the employees covered by this agreement regarding, but not limited to, the establishment of shifts, personnel rules and regulations and daily work rules. All personnel covered by this agreement shall adhere to such work rules and any revisions of the work rules adopted at any time by the Salem County Improvement Authority.

ARTICLE VII
WORK CONTINUITY

During the period of time of this agreement, the Union and its members shall not have the right to engage in any slowdown, work stoppage, strike or related activity.

The sole method for resolving any disagreement concerning this agreement shall be covered by the procedures contained in this agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

The Union agrees that if any type of concerted activity occurs, as noted above, the Union will take immediate steps to terminate such activities and will condemn such activities. Any employee who engages in any of the prohibited activities shall be subject to disciplinary action.

ARTICLE VIII
LEAVES OF ABSENCE

- A. A full time employee who is temporarily mentally or physically incapacitated to perform his duties pursuant to Authority policy may be granted special leave of absence without pay upon written application to the Authority.
1. Requests for special leave of absence shall be submitted in writing stating the reason for the request, the date leave begins, and the probable date of return.
 2. Special leaves of absence if granted shall not exceed six (6) months.

ARTICLE IX
BULLETIN BOARDS

The Employer agrees to make available to the union space for one (1) bulletin board in every County Building. The site for the bulletin board will be mutually selected by the parties. Materials posted on such bulletin boards shall only pertain to union business. Any information not pertaining to union business will be removed at the discretion of the Employer.

ARTICLE X
RETIREMENT

- A. Hospitalization - 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.
- B. Severance Pay - Employees who are eligible for service pensions and 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.
 - 1. The severance pay value will be calculated on the employee's current rate of pay. In no case shall the severance pay exceed twelve thousand dollars (\$12,000.00).
 - 2. Employees who remain in County service to fill an unclassified position shall have their prior accrued sick leave credit frozen for retirement purposes.

ARTICLE XI
SICK LEAVE

- A. General 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 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.
 - 1. A member of the employee's immediate family shall be limited to husband or wife, son or daughter, mother or father, grandmother or grandfather, brother or sister, mother-in-law or father-in-law, or foster family member.
- B. Eligibility - Employees in the County service shall be entitled to the following sick leave with pay:
 - 1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the

thirtieth (30th) day of June following such date of appointment and fifteen (15) days sick leave with pay for each fiscal year thereafter which can only be taken as earned. If an employee required none or only a portion of the allowable sick leave for any fiscal year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed.

C. Qualifying Requirements:

1. If an employee is absent for five (5) or more consecutive working days for any reason set forth in the above, the Department Head may require acceptable evidence. The nature of illness shall be stated on the doctor's certificate unless it is confidential between doctor and patient.
2. The Department Head or appointing authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
3. When it is known that the sick leave will be required for more than ten (10) days such leave must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a physician's signed statement prescribing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of the illness is confidential between the doctor and patient).
4. Any employee who does not expect to report to work because of personal illness or for any of the reasons as set forth in paragraph "A" above shall notify his immediate supervisor by telephone or personal message within two (2) hours before the beginning of work for his position.
5. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certification of local department of health or upon such reasonable proof as the Department Head shall require.
6. In accumulating sick leave due the total years of continuous service with the Authority shall be considered less sick leave utilized.

ARTICLE XII
VACATION

- A. Employees (Full Time) - Employees in the County service shall be entitled to the following annual vacations with pay subject to the approval of the requested times by the employee's Department Head:

1. For each full month or major part thereof from last date of hire up to and including June 30th following such date of hire - one (1) workday per month as earned.
 2. Beginning July 1st following hiring date through five (5) calendar years - twelve (12) workdays per year.
 3. Beginning with the sixth (6th) calendar year through twelve (12) calendar years - fifteen (15) workdays per year.
 4. Beginning with the thirteenth (13th) calendar year through twenty (20) calendar years - twenty (20) workdays per year.
 5. Beginning with the twenty-first (21st) calendar year - twenty-five (25) workdays per year.
- B. Any employee who is laid off, discharged, retired or separated from County service for any reason prior to taking his vacation shall be compensated in cash for the unused vacation earned at the time of separation. However, if an employee utilized his vacation prior to the time it is earned, then the employee will have the amount of vacation taken over the amount earned deducted from his final compensation check.
- C. Vacation Carryover - When in any calendar year the vacation or any part thereof is not granted for reasons of Authority business, such vacation periods shall accumulate and be granted during the next succeeding year only.

1. At the employee's request a portion of a current year's vacation may be carried forward into the succeeding year as follows:

<u>Years of Continuous Service</u>	<u>Vacation Eligible to Carryover</u>	<u>Maximum Vacation Allowed to Accumulate</u>
2 but less than 15	Ten (10) days	Ten (10) days
15 but less than 20	Ten (10) days	Fifteen (15) days
20 or more	Ten (10) days	Twenty (20) days

2. Any surplus vacation accumulated beyond the amount allowed to accumulate and not taken will be lost unless an exception is granted by the Salem County Improvement Authority.
3. Request to carryover vacation must be in the hands of the Department Head in writing no later than May 1st of the current fiscal year.

ARTICLE XIII
LONGEVITY

A. Service awards will be granted to all full time employees with five (5) years or more continuous service from date of hire on the following basis:

- 5 through 9 years service - 1-1/4% current annual pay
- 10 through 15 years service - 2-1/2% current annual pay
- 15 through 19 years service - 3-3/4% current annual pay
- 20 years and over service - 5% current annual pay

B. Payment will be made by separate check at the end of the month following the employee's service anniversary date.

ARTICLE XIV
OVERTIME

A. Overtime is defined as the hours worked beyond forty (40) hours in the work week or over eight (8) hours in any workday when not part of a regular scheduled workday. The calendar week is defined as from mid-night Friday to midnight the following Friday or seven (7) days inclusive.

B. Personnel covered by this agreement may be authorized overtime for certain emergency conditions at the discretion of the Salem County Improvement Authority through its agents. Premium pay for overtime hours worked will be paid wage roll employees at one and one-half (1-1/2) times the regular hours rate as follows:

1. All hours worked beyond forty (40) hours in the standard work week if and when the employee is ordered to work by the Department Head.
2. All hours worked beyond eight (8) hours in the day if and when the employee is ordered to work by the Department Head.
3. Hours worked on a regularly scheduled day off when the employee is ordered to work by the Department Head.

C. Premium pay for overtime hours worked will be paid wage roll employees at double time their regular hourly rate as follows:

1. Hours worked on official holidays shall be compensated double time for each hour actually worked if and when the employee is ordered to work by the Department Head.

ARTICLE XV
WORKMEN'S COMPENSATION, SAFETY AND HEALTH

- A. When an employee is injured in the course of his employment and qualifies for Workmen's Compensation:
1. He will be paid the difference between the amount received as compensation and his salary during the period he is unable to work, as determined by a physician designated by the insurance carriers.
 2. Time lost will not be charged against accumulated sick leave.
- B. The Employer will reasonably attempt at all times to maintain safe and healthful working conditions and will provide employees with any protective tools and devices reasonably necessary to ensure their safety and health. The proper use of this equipment is mandatory on the part of the employees.

ARTICLE XVI
HOURS OF WORK

- A. The standard number of work hours per week for all personnel covered by this contract shall be set forth by the Salem County Improvement Authority.
- B. The existing starting time of work shifts will not be changed without at least two (2) calendar weeks notice to the affected employees and not without having discussed such changes and their justification with the Union except in emergency situations as declared by the Clerk of the Board of Freeholders and/or the Salem County Improvement Authority Community Bus Service.

ARTICLE XVII
HOLIDAYS

- * 1. New Year's Day
2. Washington's Birthday (3rd Monday in February)
3. Lincoln's Birthday
4. Martin Luther King's Birthday
5. Good Friday
- * 6. Memorial Day (Last Monday in May)
- * 7. Independence Day
- * 8. Labor Day

9. Columbus Day (2nd Monday in October)
10. General Election Day
11. Veteran's Day
- *12. Thanksgiving Day
13. Thanksgiving Friday
- *14. Christmas Day
15. Such holidays as the Authority may legally deem appropriate for all Authority employees.

*These holidays are the only ones that are not worked.

Holidays designated above which officially fall on a Sunday shall be celebrated on the following Monday.

ARTICLE XVIII
AUTOMOBILE UTILIZATION

A. Reimbursement

1. Employees using personal automobiles for authorized County business will be compensated at a rate of twenty-one cents (21¢) per mile except those governed by State Law or Court Orders.

B. Insurance Clause

County employees using their personal cars on authorized business are covered under the County insurance limits and are not required to provide any insurance coverage beyond what they consider adequate to their personal use of their automobile. Salem County will reimburse those employees utilizing their personal cars on County business up to one hundred dollars (\$100.00) to compensate for the increased premium they become subject to because of this usage. The employee must provide a certificate of insurance to the County Treasurer citing the minimum coverage required. The employee must provide proof that the insurance premium has actually been paid by the employee prior to reimbursement.

Employees may not use County owned vehicles for their own personal use at any time. Any employee utilizing a County owned vehicle for his personal use shall be subject to discipline at the discretion of the Improvement Authority.

ARTICLE XIX
EDUCATIONAL LEAVE

An employee who desires to pursue a course of study that will increase his usefulness on return to his position may request a special leave of absence without pay which may be granted by the Improvement Authority at their discretion.

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

ARTICLE XX
DUES DEDUCTION

- A. The Employer agrees to make payroll deductions of union dues when authorized to do so by the employee on the appropriate form. The amount of such deductions shall be certified to the Employer by the Secretary/Treasurer of the Union. The Employer shall remit the dues to the Union: Secretary/Treasurer, Communication Workers of America, AFL-CIO, Local 1041, 1925 "K" Street N.W., Washington, DC 20006; by the 10th day of the month following the calendar month in which such deductions are made, or earlier if reasonably possible, together with a list of employees from whose pay such deductions were made.
- B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, actions, litigation or judgments brought or issued against the Employer or the Union from the provisions of this article or based upon the Employer's reliance on the provisions of this article.

ARTICLE XXI
ACCESS TO PERSONNEL FILES

The personnel files of individual employees shall be kept in confidence and not revealed to other employees except upon the direct approval of the individual employee. Such information shall be revealed only to genuinely authorized persons. However, each employee shall have the right to inspect his own personnel file upon request and at a mutually convenient time. Each employee will have the right to receive a copy of any document that is to be placed in the employee's personnel file. The employee may attach a response to such a document and the employee must initial the document to signify that the employee has received the document.

ARTICLE XXII
ADMINISTRATIVE LEAVE
(Personal Business Leave)

Three (3) days administrative leave with pay per year may be granted each employee at his request upon approval of the Department Head after completion of one (1) year of service as a County employee. The employee becomes eligible for the above the first (1st) day of July after he has completed one (1) full year of service.

Except in emergency conditions, forty-eight (48) hours prior notice of such request shall be given to the immediate supervisor.

Administrative leave must be taken in full day increments during the calendar year in which it is earned and shall not be accumulative.

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

ARTICLE XXIII
OTHER LEAVES

- A. Union Activities Leave - The President of the local Union who is a Bus Authority employee and one (1) other officer designated by the President who is a Bus Authority employee shall be granted a maximum of one-half ($\frac{1}{2}$) day per month time off with pay for the purpose of conducting local Union business. Advance notice of at least forty-eight (48) consecutive hours shall be given the appropriate Department Heads by the President.
- B. Bereavement Leave - For attendance upon the death of a member of the immediate family (See Article XI, A1) up to three (3) days bereavement leave without loss of pay may be allowed for each incident upon approval of the employee's immediate supervisor.
- C. Jury Duty - An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed by applicable law and Civil Service Rules. If an employee receives compensation for jury duty service, that compensation shall be turned over to the County by the employee in exchange for the employee's regular rate of pay.
- D. Annual Military Reserve Duty - An employee shall be granted necessary time off without loss of pay when he is ordered to report for annual duty.
- E. Leave Credit - No employee will receive any credit toward seniority or any other benefit for any time served on any type of unpaid leave or leave that is in addition to or beyond that authorized by regular vacation leave, sick leave, or any of the leaves enumerated in this agreement. Leave credit shall not accrue in any instance where unpaid leave is granted or where a paid leave is granted in addition to leave normally authorized by this agreement.

ARTICLE XXIV
PRODUCTIVITY

The Union agrees that it will cooperate with the Improvement Authority in any productivity program adopted by the Improvement Authority covering employees of this bargaining unit.

ARTICLE XXV
MEDICAL INSURANCE BENEFITS

- A. Hospital, Surgical and Major Medical Benefits - Full time employees after ninety (90) days service may enroll for benefits for the entire family. The premium will be paid by the Employer.
1. Employees appointed to fill regular positions for short periods of time maximum of four (4) months or the equivalent thereof are not eligible for hospital, surgical and major medical benefits.
- B. Group Accident and Health Insurance - Group accident and health insurance will be made available to all permanent and provisional employees. The cost will be divided between the Employer and the employees as per this agreement; Employer 75%; Employee 25%.
- C. Carrier - The Employer may change the carrier and select the carrier for the benefits provided herein. However, the union must be notified at least thirty (30) days in advance and equivalent coverage must be provided.
- D. Employees who hold the title of bus driver shall be reimbursed up to twenty-five dollars (\$25.00) as a one time payment upon the submission of a receipt for the initial required medical examination in the first (1st) year of employment only.

ARTICLE XXVI
WORK PERFORMANCE

All employees covered by this agreement will be expected to perform all duties as assigned by their supervisors. This shall include, but not be limited to, the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through County work rules, personnel regulations or other regulations.

ARTICLE XXVII
NON-DESCRIMINATION

The parties agree that during the terms of this agreement they will adhere to all federal and state regulations and statutes regarding discrimination.

ARTICLE XXVIII
DISABILITY

The Salem County Improvement Authority agrees that personnel in this bargaining unit will receive the New Jersey State Disability Plan benefit. This benefit incorporates a schedule of benefits on the basis of a payroll deduction of one-half of one percent of the employee's base wages and a similar one-half of one percent of the employee's base wages contribution by the Employer to defray the cost of this program.

ARTICLE XXIX
GRIEVANCE PROCEDURE

A. Purpose

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

B. Procedure

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a representative at all levels of the procedure.
5. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Board of Chosen Freeholders at Level 3.
6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
7. Failure by the Employer to issue a decision within the specified time limits shall render the grievance awarded on behalf of the grievant.
8. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the Employer.

9. Forms for grievance processing shall be developed between the parties and shall be mutually agreed by the parties and distributed on an as needed basis by either party.
10. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
11. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to preventing any grievance to arbitration. If either party commits a procedural violation in accordance with this clause, then the grievance shall be awarded to the other party who has not violated the procedural aspects of the grievance procedure.

C. Processing

1. Time Limits - Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level shall be considered as a maximum and failure to act within these time limits shall be subject to the procedural penalties outlined above. The time limits specified below may, however, be extended by mutual agreement in writing.
2. Any grievance or dispute that might arise between the parties or any employee with reference to the application or of the meaning or interpretation of any provision of this agreement, shall be settled in the following manner:
 - (1) STEP ONE - The grievant or his representative shall file a grievance within ten (10) workdays following the date on which the grievance actually occurred. The grievance will be filed with the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time; such time period shall not exceed five (5) workdays. The grievance shall be filed in writing.
 - (2) STEP TWO - In the event the grievance cannot be resolved at the first level after the decision of the immediate supervisor is received if the employee wishes to appeal the grievance the employee or his representative must file the grievance within five (5) workdays after receipt of the decision of the immediate supervisor at the second step. The Clerk of the Board shall review the grievance once filed at the second step and render an answer within seven (7) workdays after the receipt of the grievance.
 - (3) STEP THREE - If the grievant is dissatisfied with the answer submitted at Step Two, the grievant or his representative may

submit the grievance to the Board of Chosen Freeholders' Clerk for the scheduling of a hearing. The Employer shall schedule the hearing within seven (7) calendar days after receipt of the grievance at Level Three. The hearing shall be heard within thirty (30) days after the actual receipt of the grievance appeal at Level Three. The Board, at its option, may deem that a hearing is not necessary and, in such case, it must notify the grievant and his representative of such a decision. If the hearing is deemed unnecessary or if the hearing is held, the Board of Chosen Freeholders shall respond to the grievance and deliver its written answer to the grievant and his representative no later than ten (10) workdays after the employee is notified of the Board's determination not to hold a hearing or, in the case of a hearing, ten (10) workdays after the adjournment of the hearing. Once the Board of Chosen Freeholders has made a decision on a grievance, the decision of the Board of Chosen Freeholders shall be final and binding, unless there is a specific statutory process for appeal to the New Jersey Civil Service Commission, then the appeal process of the New Jersey Civil Service Commission shall be followed if it is specifically elected in writing by the employee. However, if the grievant and/ or his representative wishes review of the Board's decision by an impartial binding arbitrator, the employee or his representative may request such a review. The review request must be made within thirty (30) calendar days after receipt of the decision of the Board of Chosen Freeholders. If a review request is not received, the Board of Chosen Freeholder's decision as previously stated will be final and binding.

If a review request is received, the employee or his representative must notify the Public Employment Relations Commission in writing the grievant's desire to have an arbitrator appointed. The Public Employment Relations Commission shall then submit a list of arbitrators to the parties for review. The parties shall review the list of arbitrators and shall have the right to strike any names from the list that are unacceptable to either party, with the grievant and/or his representative striking first.

If, after review of the list, there are no acceptable names, the parties shall request the Public Employment Relations Commission to submit an additional list of seven (7) names and each party shall again have the right to strike three (3)

names from said list with the grievant striking first. The last remaining name on the second list shall be appointed as the arbitrator.

The parties agree that the arbitration process in this grievance procedure may only be utilized for two (2) binding cases and two (2) advisory cases in each calendar year.

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

In any event, the final decision on all grievances shall rest with the Board of Chosen Freeholders and shall not be appealable to any form and shall be considered final and binding on all parties except for the two (2) case instances where appeal to a binding arbitrator is permitted above.

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

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

ARTICLE XXX SALARIES

- A. The parties agree that all employees covered by this agreement who are on a salary basis or hourly basis actually on payroll as of September 28, 1984 shall receive the following increases which shall be retroactive to July 1, 1984. Hourly employees on the payroll as of September 28, 1984 shall receive an increase of forty cents (40¢) per hour added to their base hourly rate.

Salaried employees on the payroll as of September 28, 1984 who work thirty-five (35) hours a week shall receive an increase of seven hundred

and twenty-eight dollars (\$728.00) added to their base annual salary. Salaried employees on the payroll as of September 28, 1984 who work forty hours per week shall receive an increase of eighty-hundred and thirty-two dollars (\$832.00) added to their base annual salary.

- B. All employees who are on payroll as of June 30, 1985 shall receive a six percent (6%) across the board increase added to their base hourly rate or annual salary as of July 1, 1985.
- C. A wage reopener will be applicable in the third year of the agreement for hourly rates and salaries to be adjusted as of July 1, 1986 to June 30, 1987.

ARTICLE XXXI
SENIORITY

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

- A. The Employer shall maintain an accurate, up to date seniority roster showing each employee's date of permanent employment, classification and pay rate and shall furnish copies of same to the representative upon request.
- B. In all cases of promotions, demotions, layoffs, recalls and vacation schedules, a full time employee with the greatest amount of seniority in the work classification affected shall be given preference provided he has the ability to perform the work involved. A decision as to the employee's ability to perform the work shall remain the exclusive province of management and shall be exercised at the sole discretion of the Improvement Authority and its agents.

ARTICLE XXXII
MATERNITY LEAVE

An employee shall notify the Employer of her pregnancy when it is medically confirmed. In all cases, an approximate due date shall be provided the Employer by her physician. Additionally, the employee must provide medical certification indicating that she is capable of safely performing her normal duties beyond the fourth (4th) month of pregnancy.

She may use her accumulated sick leave and vacation time before the expected confinement and up to one (1) month beyond the delivery date. The employee may be granted, upon her written request, a supplementary maternity leave without pay for up to six (6) months.

Any employee electing coverage under this article shall provide medical certification that the employee is capable of returning to work after the completion of a maternity leave. Said certification shall come from the employee's physician and shall be presented in writing to the County.

ARTICLE XXXIII
DENTAL PROGRAM

- A. All full time personnel covered by this agreement shall be eligible to enroll in a dental program from a carrier selected solely and exclusively by the County. The program shall consist of a fifty-fifty (50/50) co-payment basic services, preventive and diagnostic care plan. The employee shall pay the first twenty-five dollars (\$25.00) of all fees and costs. The maximum amount payable will be a total of one-thousand dollars (\$1,000.00) in any calendar year in accordance with the descriptive program booklet provided by the carrier. The County will pay the premium for this program for employee only coverage for the remaining term of this agreement.
- B. As of January 1, 1984 the dental program described in detail in Paragraph A above was amended to incorporate family, husband and wife, and parent and child coverage under the terms of the current program with fifty/fifty (50/50) co-payment for basic services, preventive and diagnostic care plan. A twenty-five dollar (\$25.00) initial deductible payment will continue to apply and the maximum amount payable will continue to be one thousand dollars (\$1,000.00) in any calendar year in accordance with the descriptive program booklet provided by the carrier. This coverage will continue for the remaining term of this agreement.

ARTICLE XXXIV
UNIFORM ALLOWANCE

- A. Effective January 1, 1985 the following employees will be entitled to fifty dollars (\$50.00) on a voucher system for a uniform allowance: bus drivers. Effective January 1, 1986 that amount shall be increased to fifty-five dollars (\$55.00). Effective January 1, 1987 that amount shall be increased to sixty dollars (\$60.00). It is understood and agreed that uniforms will be required to be worn by the Improvement Authority when an allowance is paid by the Authority.

ARTICLE XXXV
UNION RIGHTS

- A. Any employee is entitled to have a Union representative with the employee if the employee is required by the Employer to participate in an interview in which disciplinary action may be taken against the

employee by the Employer. The Employer is not responsible for compensating the Union representative.

- B. The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and a Union representative.
- C. The Employer agrees to deduct dues when presented with a properly executed dues deduction form. Such dues shall be remitted to the Union.
- D. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this clause.

ARTICLE XXXVI
PRESCRIPTION PROGRAM

Effective January 1, 1985 the County shall provide a payment of eighty dollars (\$80.00) per year per employee for a prescription drug reimbursement program for the employee and the employee's family. Families shall be defined as the employee's spouse and the employee's children until their eighteenth (18th) birthday. The employee must submit the amount of prescription payment receipts to the County on a white voucher for reimbursement up to a maximum of eighty dollars (\$80.00).

Effective January 1, 1986 the County will provide an additional payment of forty dollars (\$40.00) toward the prescription reimbursement program. The maximum cost to the County from January 1, 1986 to December 31, 1986 shall be a net payment of one hundred and twenty dollars (\$120.00) as a maximum for reimbursement of the actual prescription costs submitted with employee and family receipts to the County with a white voucher.

This program shall continue for the remainder of this agreement with no further increase in reimbursement by the County. All full time personnel covered by this agreement are entitled to this benefit.

ARTICLE XXXVII
BASE SALARY AND HOURLY RANGE INCREASES

In the first year of the agreement the base salary range and hourly wage range for each title covered by this agreement will be increased either by forty (40¢) cents per hour for hourly positions; or, by Seven Hundred Twenty-Eight (\$728.00) Dollars for 35 hour per week salaried positions or Eight Hundred Thirty-Two (\$832.00) Dollars for 40 hour per week salaried positions.

In the second year of the agreement each salary range base and hourly range base will be increased by Six (6%) Percent.

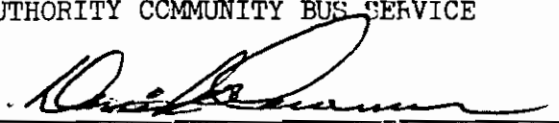
Under no circumstances will an employee receive more than one increase in a contract year. If an employee receives a starting base increase, the employee will not be entitled to any other contractual wage increase. An employee must be on payroll as of September 28, 1984 to be eligible for this increase and said increase will be prorated to their actual date of hire only. Employees hired after September 29, 1984 will receive only the "T" rate for the position for which they are hired.

ARTICLE XXXVIII
DURATION

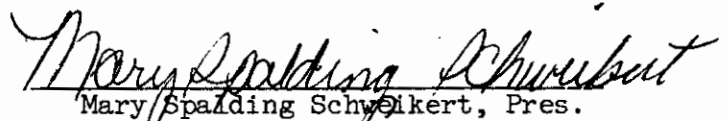
The parties agree that this contract shall be effective retroactive to the 1st day of July, 1984, except where otherwise specified in specific articles of the agreement and that this contract shall continue in full force and effect until June 30, 1987. The parties have agreed that a re-opener provision on salary and two other issues for each party shall be effective for the last year of the agreement so that negotiations on the re-opener provision will commence on or before July 1, 1986.

FOR THE SALEM COUNTY IMPROVEMENT
AUTHORITY COMMUNITY BUS SERVICE

FOR CWA, LOCAL 7047, AFL-CIO:

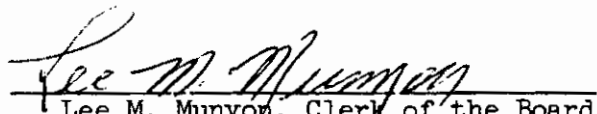


David A. Cawman, Chairman

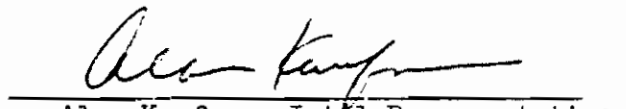


Mary Spalding Schwikert, Pres.

ATTEST:

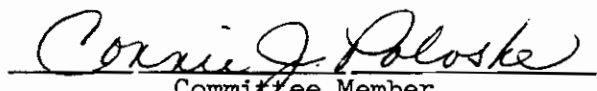


Lee M. Munyon, Clerk of the Board



Alan Kaufman, Int'l Representative

Authorized
Signed this 6th Day of
December, 1984.



Committee Member

Committee Member

signed - 12/10/84

APPENDIX A

I. UNION LEAVE

In the first year of this agreement, if the president of the local union is a member of this bargaining unit, the president will be permitted eight (8) days union leave in addition to the union leave enumerated above in this article and four (4) additional days unpaid leave. In the second year of this agreement the four (4) unpaid leave days for the president will be increased to eight (8) unpaid leave days.

II. CHRISTMAS EVE DAY

The parties agree that all non-essential employees as designated by the Clerk of the Board of Chosen Freeholders will be permitted to terminate their work duties as of 1:00 p.m. on Christmas Eve Day provided that Christmas Eve Day is a scheduled workday. Any employees who are deemed to be essential by the Clerk of the Board of Chosen Freeholders or employees employed in twenty-four (24) hour operations on A, B or C shifts including but not limited to public health, nursing home functions, JINS, home health agency functions, correction and public safety functions shall not be permitted to terminate their work duties. However, the personnel in the above-referred twenty-four (24) operations shall be granted three (3) hours "comp" time which will be accorded to each employee at a time other than Christmas Eve Day or any other holiday or pre-holiday period or premium time. Employee requests for scheduling of such "comp" time will be subject to department head approval.

in, 11-9-84

CJP 11-14-84

AK 11/14/84

De 2/10/84

LM 12/10/84