

# **AGREEMENT**

**Between**

**BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF WARREN**

**And**

**WARREN COUNTY PROSECUTOR**

**And**

**COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO, LOCAL 1032**

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**JANUARY 1, 2009 THROUGH DECEMBER 31, 2011**

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## AGREEMENT

THIS AGREEMENT is made this 26<sup>th</sup> day of May, 2010, by and between the Warren County Board of Chosen Freeholders (BCF), the Prosecutor of the County of Warren, (hereinafter referred to as the "Employer" or the "Prosecutor"), and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union"), on behalf of all employees whom it represents. Throughout this agreement, references to the Prosecutor shall be meant to include the BCF as a responsible party.

### **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 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 permanent, provisional and part-time (as defined in (c) below) positions, including fully funded grant positions with the express understanding that those terms and conditions of employment that are governed by the grant are not negotiable and not governed by this labor agreement.
  
- (b) Excluding there from all managerial executives, confidential employees, supervisors within the meaning of the Act, professional employees, craft employees, police, interns, investigators, law clerks, prosecutor's agents, and all other employees included in any other collective negotiations unit.
  
- (c) Part-time employees hired for four or less months shall not be covered under the terms of this Agreement. However, should a part-time employee be retained beyond four months, he/she shall be then be covered under Article 25 (Part Time Employees) of this Agreement.

**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 in accordance with the rules promulgated by the New Jersey Department of Personnel. 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. New titles must be approved by the Employer and the Board of Chosen Freeholders prior to any filling of the position.

## **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 just 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 any salary within the title range where the Employer wishes to recognize prior experience for similar employment in a similar position before employment by the Employer.

## **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. All

references to spouse in the Agreement shall include Civil Union Partner as defined in the New Jersey statutes.

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. PSSLQ means Person Sharing Same Living Quarters. (see Article 20, A and

#### **ARTICLE 4 - NON-DISCRIMINATION**

The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital or civil union status, race, color, religion, sexual preference, statutorily-protected handicap/disability, national origin, political affiliation, union membership, or protected legal union activity.

#### **ARTICLE 5 - PRIOR BENEFITS AND PRACTICES**

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:** Union Stewards, not exceeding two (2) in number in any period of time, shall be released from work with pay to participate in contract negotiations, jointly scheduled union-employer meetings, and to process grievances.

**Section 5:** The Employer agrees to provide leaves of absence with pay for designees of the Union to attend Union activities including national and state conferences and training programs. An aggregate total of six (6) days of such leave may be used by the employees of this unit annually.

**Section 6:** The Prosecutor will supply the Union a bulletin board in a central location approved by the Prosecutor. The bulletin board may be used only for official Union business and then only for meeting notices, posting of lists of union officers, announcements of social and recreational events and activities. No anonymous, malicious or inflammatory material may be posted. The Prosecutor reserves the right to unilaterally remove any posted material not meeting the conditions and requirements of this section, which removal shall not be grievable under this agreement.

## **ARTICLE 7 - VISITATION OF PREMISES**

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 purpose 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**

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. These times may be varied for individual employees upon a case by case basis with the prior approval of the Office Manager or Prosecutor provided the needs of the service are met. This varying of starting and/or quitting times called "flex time" will apply provided the prior approval required is obtained in each case.

**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 approved by the employee's immediate or unit supervisor with notice provided to the office manager

**Section 3:** Upon the written recommendation of the employee's supervisor, approval of the Warren County Prosecutor, and written concurrence by the employee union, the Prosecutor or his designee may schedule a flex-time arrangement for an employee to work outside of their regular working hours and provide such employee with time off on an hour for hour basis within the same workweek. Flex-time must be scheduled so that the regular work hours for the week are not exceeded. Should the normal work hours for the week be exceeded through a flex-time scheduled arrangement, any hours transcending the normal weekly work hours shall be

considered overtime.

## **ARTICLE 11 - COMPENSATORY TIME/OVERTIME**

**Section 1:** All full-time employees 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. Prior to working before 8:30 a.m., through lunch or beyond 4:30 p.m., authorization must be given to the employee by his/her immediate supervisor, with notice to the office manager. Time sheets will be turned into the office manager the day following the end of every pay period. Use of compensation time earned must be approved by the employee's immediate or unit supervisor, with notice to the office manager

**Section 2:** Compensatory time will be given at the rate of time and one-half for hours or portions thereof greater than 35, but not more than 40 hours per week; for work performed in excess of 40 hours employees shall have the option of being paid at the rate of time and one-half, or receiving compensatory time at the rate of time and one-half. Time will accumulate rounded up to quarter hour intervals.

Under Fair Labor Standards Act (FLSA) regulations, the employer may arrange, through mutual agreement with the employee, the provision for compensatory time to a cumulative hourly limit not to exceed 160 clock hours (regular work hours). When compensatory time transcends this limit, the employee shall be entitled to overtime pay at one and one-half times the regular rate earned by the employee at the time the employee receives such compensation. The department head and employee mutually agree to meet not later than October 1st of each year to schedule the use of earned employee compensatory time. If such compensatory time cannot be scheduled or exhausted before December 31st due to the pressures of work, the employee shall be paid for the balance of unused time. Payment for same shall be made by the last annual pay period. Employees entitled to compensatory time are those who have been classified as non-exempt employees according to the FLSA and who have had compensatory time approved by the employer.

**Section 3:** When called in to work other than normal working hours, a guarantee of two (2) hours at the rate of time and one-half will be granted. Work performed on a holiday shall be paid



at the rate of time and one-half. Work performed on a Sunday shall be paid at the rate of double-time. Call-in means leaving work and being called back or being called in on a non-work day, not continuing past 4:30 p.m. on a normal workday.

**Section 4:** Any secretary who wishes to sign up for overtime shall submit her name in writing to the Office Manager. When the Office Manager receives these requests, she will create and maintain a master overtime list. Names need not be resubmitted once the initial request is made. Management shall assign all requests for before or after hours work from this list. The secretaries will be assigned overtime for a two week period on a rotating basis, i.e., when the two week period is up, the secretary at the top of the list shall be moved to the bottom of the list and the next secretary shall move up. If the current secretary can't be reached or is otherwise unavailable, the next secretary on the list shall be called. Said list shall be distributed to all assistant prosecutors, detectives and secretaries on this list. At any time should a secretary wish to be removed from or added to the overtime list, such request shall be made in writing to the Office Manager. Added secretaries will be placed at the bottom of the list beginning with the next pay period. As an exception to the above, the Employer reserves the right to assign overtime to complete a project in progress to the secretary working on said project, or in other similar circumstances. If no secretary on the overtime list is available, the work will be assigned to any available secretary in the discretion of the requesting unit supervisor.

## **ARTICLE 12 - WAGES AND COMPENSATION**

**Section 1:** All employees shall be granted salary increases in accordance with the following schedule:

Effective January 1, 2009 – 1%

Effective January 1, 2010 – 2 %

Effective January 1, 2011 – 2 %

**Section 2:** Percentage increases noted in Section 1 above shall be applied to Salary Range minimums and maximums for each applicable job title. See Appendix A.

**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.

**ARTICLE 13 -MEDICAL BENEFITS**

- A. All full-time employees after sixty (60) days of continuous service are eligible for hospitalization and major medical benefits, dental benefits and prescription benefits in accordance with the County’s healthcare plan. Although medical benefits are paid by the employer, employees are required to make bi-weekly contributions toward their healthcare benefits.
- B. The Employer shall pay current hospital and major medical premiums under the aforesaid policy for employees and their dependants who retire after January 1, 1975 with:
  - 1. Twenty-five (25) years of full-time Warren County service in a New Jersey pension system, or
  - 2. Fifteen (15) years of full-time County service and age 62, or
  - 3. Are separated from full-time County service on a disability pension.Such payment shall continue until the death of the employee.
- C. Employees hired after the execution date of this agreement\_\_\_\_\_, 2010, will not be entitled to lifetime benefits upon retirement from their employment with the County.
- D. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for any employee retiring after September 14, 2005. The employer shall pay current hospital and major medical premiums for retired employees in accordance with the provisions of the resolution adopted by the Board of Chosen Freeholders pursuant to NJSA: 40A:10-23. However, employees who retire and have not reached the age of sixty-five (65) shall continue to make monthly contributions toward their healthcare benefits.
- E. Upon the death of an active employee who is entitled to medical benefits, the surviving spouse shall continue to receive medical benefits for a period of six (6) full months following the employee’s untimely death. Should the surviving spouse remarry within this six (6) month period, all coverage shall cease immediately.
- F. Medicare Part B. Premium Reimbursement for employees sixty-five (65) years or older shall be paid by the Employer until retirement.
- G. Healthcare Contributions:

- 1. Employee Contribution Amounts:

- 1. Employee Contribution Amounts:
  - Employees will be required to pay bi-weekly contributions for healthcare

coverage as defined by the following options effective January 1, 2009 and through May 26, 2010.

**Medical Benefit Contributions for Active Employees**

<b><u>Yearly Salary</u></b>	<b><u>\$19 - \$35K</u></b>	<b><u>\$35 - \$60K</u></b>	<b><u>\$60 - \$85K</u></b>	<b><u>\$85 +</u></b>
<b><u>Coverage</u></b>				
Single	\$5.00	\$13.00	\$19.00	\$26.00
Parent/Child	\$7.00	\$15.00	\$27.00	\$37.00
H/W	\$10.00	\$22.00	\$33.00	\$42.00
Family; Parent/Children	\$12.00	\$29.00	\$41.00	\$55.00

Effective May 27, 2010, all active employees will be required to contribute 1.5% of their pensionable annual income toward their medical benefits in accordance with the passage of State Law, Chapter 2, P.L. 2010. These contributions will be deducted on a bi-monthly basis from twenty-four pays in a calendar year.

2. Retiree Healthcare Contributions:

Retirees will continue paying medical contributions quarterly (January, April, July and October), until age 65 as illustrated in the contribution chart under “Retiree”.

Retirees will not be required to make contributions beyond the age of sixty-five (65).

**Quarterly Medical Benefit Contributions for Retirees**

<b><u>Annual Pension Annuity</u></b>	<b><u>\$19 - \$35K</u></b>	<b><u>\$35 - \$60K</u></b>	<b><u>\$60 - \$85K</u></b>	<b><u>\$85 +</u></b>
<b><u>Coverage</u></b>				
Single	\$27.00	\$69.00	\$102.00	\$141.00
Parent/Child	\$36.00	\$81.00	\$147.00	\$204.00
H/W	\$54.00	\$120.00	\$180.00	\$231.00
Family; Parent/Children	\$66.00	\$159.00	\$225.00	\$303.00

3. Employee Co-Pays:

The employee co-pay for office visits, short term therapies, emergency room visit, outpatient surgery, et. al., can be found in a full description in the State Health Benefits Plan.

H. The Employer reserves the right to change the insurance plan administrator or carrier provided that in the aggregate, substantially similar benefits are furnished. The employees will be notified of any such planned change.

Any changes in the provisions of healthcare benefits through the SHBP/SEHBP that are

included in labor agreements between the State and its employees entered into after May 21, 2010 will apply to local employers and their employees in the same manner and at the same time as to State employees.

- I. An employee on Leave Without Pay (LWP) must pay a monthly healthcare premium, except as otherwise provided by Family Leave legislation.
- J. The County will provide an eyeglass plan under which employees shall be entitled once every twenty-four (24) months to a \$100 reimbursement which shall be designated toward any one of the following: regular glasses, contact lenses, bifocals, or Rx safety glasses. All receipts for reimbursement must be submitted to the Personnel Department within thirty (30) days of service. Failure to submit receipts within this timeframe will result in denial of said benefit reimbursement.
- K. The employer shall provide a base dental plan for its active employees which shall cover the plan minimum for preventative and diagnostic services. An employee may choose to upgrade base coverage by paying the established contribution as indicated in the County's dental plan. Retirees will be covered under the State Health Benefits Program selected dental coverage. However, after age 65 they will be required to pay the premium if they choose to stay on the plan.

#### **ARTICLE 14 - 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:** An employee who is instructed to work in a higher paid job classification fifteen (15) or more hours in a work week shall be compensated at a salary on the higher title salary range equal to or greater than their present salary for all work performed that week.

**Section 3:** Any employee who believes that he or she has been assigned to perform work which is outside the duties contained within such employee's job title shall immediately so notify in writing the Office Manager. If the employee's assessment is correct, then the employee will be paid for the work performed at the higher rate of pay from the date notice was received by the Office Manager.

## **ARTICLE 15 - PROMOTION**

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

**Section 2:** Upon promotion of an employee, all sick leave and vacation balances shall be transferred with employee.

**Section 3:** Effective as of January 1, 2004, upon promotion, an employee shall receive a salary increase of at least 5% of their current salary.

**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 16 - JOB POSTING**

**Section 1:** The Employer agrees to post notices of vacancies, 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 Employer 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 17 - 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 18 - VACATIONS**

**Section 1:** All 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 six through twelve years of service.
- d. Twenty working days of vacation from thirteen through twenty years of service.
- e. Twenty-five working days of vacation from twenty-one through twenty-five years of service.
- f. Twenty-six working days of vacation from twenty-six through thirty years of service.
- g. Twenty-seven working days of vacation from thirty-one 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 computed 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 an 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 half day, except at the discretion of



the employer or designee, which shall not be unreasonably denied.

**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.

**Section 10:** An employee shall not take vacation during his/her probationary period, except at the discretion of the Employer.

## **ARTICLE 19 - 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, civil union partner, child, step-child, foster child, PSSLQ, sister, step-sister, brother, step-brother, mother-in-law, father-in-law, grandparent 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 no later than 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 employee's 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 \$15,000.00 Prior to October 1, in the year of the employee's retirement, the notice must be provided to the employer by the employee, of his 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**

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.

2. The insurance carrier will issue the Worker's Compensation checks to the County for disbursement to the employee. The County will insure the timely disbursement of these checks upon receipt.

3. Sick leave injury will not be charged to the employee's sick leave. Worker's Compensation and workplace accident reports must be filed with the designated County workers comp. official within twenty-four (24) hours of a workplace accident. The department head should also be notified immediately following a workplace accident or after hours accident when on County business.

4. 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.

5. If workers comp sick leave is not approved by the Employer and/or insurance carrier after examining all evidence submitted by the employee, witnesses to the accident or examining physician if requested, the time involved during which the employee was absent shall be charged to his sick leave balance, if any, and/or his vacation balance, if any, otherwise the employee shall suffer loss of pay for such time loss.

6. A total amount of up to one (1) 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.

7. 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 Worker's Compensations.

8. The County shall employ a modified (light) duty program for employees who, as a result of workplace injury, qualify for worker's compensation. An employee will be eligible to participate in the modified duty program once cleared by the worker's compensation physician to return to such duty. The modified duty may be a short-term work assignment in the employee's own department or another County department depending on the availability of such assignment and adherence to the physical restrictions as noted by the worker's compensation physician.

9. It shall be the policy of the County that any employee absence qualifying under

worker's compensation be considered as, and run concurrent to, an absence covered under the Federal Family Leave Act. In other words, a worker compensation injury will, going forward from the signing of this agreement, simultaneously qualify as an absence under the County's Federal Family Leave policy.

### **C. Maternity Leave**

Employees covered by this 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 the pregnancy. 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 (6) weeks after the actual date of birth. Additional time beyond the six (6) weeks shall be granted upon presentation of a doctor's certificate setting forth the necessity therefor. Additional time off associated with maternity, other than the medically related sick leave mentioned above, may be requested as leave without pay, provided that in no event shall such leave extend beyond one (1) year's duration. Such leave without pay requests are subject to the provisions of Paragraph G below, with the following exception; the employee may request a leave without pay without having first exhausted accumulated sick leave as promulgated in the County's Family Leave Policy.

### **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 receive prorated personal leave in half-day increments in their first calendar year of employment. Prorated personal leave in half-day increments shall be calculated for an employee who has been on a leave of absence without pay,

was suspended or retires within a calendar year using 260 yearly employee workdays as a constant.

**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 canceled 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:** In the event an employee is excused from jury duty prior to one-half of the employee's workday having been concluded, such employee shall promptly report to work for the balance of the workday. For employees serving jury duty outside of Warren County, travel time, distance and location should all be considered in determining whether an employee may be able to return to work if released early from jury duty. This determination shall be made by the department head or his/her designee.

**Section 3:** Employees must obtain a certificate from the "Jury Management 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. A maximum of five (5) bereavement days may be utilized in case of the death of a first degree relative as defined below. Any remaining balance of unused bereavement leave days can be utilized in the case of the death of either a first degree relative or second degree relative as defined below. With regard to second degree relatives, employees shall be limited to one (1) bereavement leave day per occurrence.

**Section 2:** First degree relatives shall be defined as follows: an employee's spouse, civil union partner, children, foster children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren, grandparents, step-children, step-mother, step-father, son-in-law, daughter-in-law, grandparents-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's 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**

The grant or denial of a request for leave without pay is discretionary with the Prosecutor. 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 Prosecutor cause for discipline in accordance with Department of Personnel procedures.

### **ARTICLE 20 - STORM DAYS AND EMERGENCIES**

#### **A. Non-Essential Employees**

**Section 1:** Should an employee report for work and subsequently the Employer decides 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 day's 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.

**B.** The word "officially" as used in Article 21 shall only mean action by the County Administrator, Board of Chosen Freeholders or the Employer.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

### **A. Grievance Definition**

A "grievance" shall mean a complaint by an employee, a group of employees or the Union regarding violations of this contract.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate Employer representative. However, any matter for which a precise method of review is prescribed by State statute or rule having the force and effect of law shall not be permitted to go to arbitration.

### **B. Procedures**

The importance of having grievances processed as quickly as possible suggests that the number of days indicated at each step below should be considered the maximum and every effort made to expedite the process. The time limits may, however, be extended by mutual written agreement. A grievance shall be filed within fifteen (15) working days of the date on which the act which is the subject of the grievance occurred or (15) working days from the date on which the grievant should reasonably have known of its occurrence. Ongoing grievances are always timely. Employee(s) shall always have the right to be represented by a Union Representative in

processing their grievances

Step 1: Grievances shall be reduced to writing and submitted to the Office Manager with the objective of resolving the matter informally. Within ten (10) working days of the receipt of a grievance, the Office Manager shall render a written response to the grievant(s), and a copy to the designated Union Representative.

Step 2: If the aggrieved is not satisfied with the disposition of the grievance at Step 1, within ten (10) working days of the date on which the Office Manager's response is due, it shall be presented in writing to the First Assistant Prosecutor. Within ten (10) working days of receipt of the grievance, the First Assistant Prosecutor or his designee shall conduct a non-public meeting with the aggrieved, if the aggrieved so requests, to discuss the issue(s), and shall render a written response within ten (10) working days to the grievant(s), and a copy to the designated Union Representative.

Step 3: If the aggrieved is not satisfied with the disposition of the grievance at Step 2, within ten (10) working days of the date on which the First Assistant Prosecutor's response is due, it shall be presented in writing to the Prosecutor. Within ten (10) working days of receipt of the grievance, the Prosecutor shall conduct a non-public formal hearing with the aggrieved, and shall render a written response to the grievant(s) and a copy to the designated Union Representative within ten (10) working days.

Step 4: If no settlement of the grievance has been reached between the parties, the Union may move the grievance to arbitration within thirty (30) calendar days of receiving the Prosecutor's response, or within thirty (30) calendar days of the date the response was due.

### **C. Arbitration**

If the Union wishes to move a grievance to arbitration, it shall notify the Public Employment Relations Commission and the other party that it is moving the grievance to arbitration and request 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 her/his award, in writing, which shall be final and binding on the parties. The cost of the arbitrator's fee and legitimate expenses shall be shared equally by the Employer



and the Union.

**ARTICLE 22 - NO STRIKE/NO LOCKOUT**

**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 or participate in such activities, nor encourage members of the unit to initiate or participate in the same.

**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 shall constitute a material breach of this Agreement and may serve as a cause for discipline including discharge.

**ARTICLE 23 - 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:** Upon request of the Union, 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 24 - 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.

**Section 2:** One (1) vacation day and one (1) sick day will be credited for every 160 hours worked. No pay will be given for personal leave, paid holidays or jury duty. Employees shall be

given the opportunity to make up the hours they would normally work on a holiday in the same pay period.

**Section 3:** Part-time employees are eligible for membership in the State pension fund, the credit union and deferred compensation programs. These are the only benefits allotted part-time employees. Enrollment in the State Pension System PERS requires 32 hours of work per week for eligibility. Part-time employees working less than 32 hours per week must earn a minimum salary of \$5,000 to be eligible for enrollment in the State Pension System DCRP alternative.

**Section 4:** In the case of a part-time employee who becomes full-time in that position/title, he/she shall retain his/her same salary as if full-time 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 25- LIABILITY CLAIMS AND INDEMNIFICATION**

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 26 - 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 IRS rate for mileage”, consistent with the Travel Regulations appended to the Warren County Personnel Policies, revised 6/27/01.

**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 27 - 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 anyone 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 28 - SEVERANCE PAY**

The Employer hereby agrees to pay severance pay in the amount of two week's salary to any full time employee with a minimum of three years of service 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. Any employee on the payroll as of November 28, 1995 will not need to have three years of service to be eligible for severance pay.

**ARTICLE 29 - 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 employee 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 30 - LONGEVITY**

All full time permanent employees shall be entitled to receive longevity pay based upon their years of service. Longevity pay shall be paid on the next pay period following an employee's anniversary date on which they have completed the requisite years of service. The schedule for longevity pay, given years of County service, is as follows:

6-10 years	=	\$400
11-15 years	=	\$1000
16-20 years	=	\$1400
21-25 years	=	\$1800
26-30 years	=	\$2200
30 + years	=	\$2600

**ARTICLE 31 - RULES OF THE EMPLOYER**

The parties agree that the Employer has the right to establish reasonable rules, regulations, policies and procedures. All rules, regulations, policies and procedures promulgated by the Employer for the proper and effective operation of the Prosecutor's Office shall be dated and distributed to each employee. The Employer agrees to provide the Union with a copy of such rules, regulations, policies and procedures.

**ARTICLE 32 - EFFECT OF LAW**

**A. Legislative Action**

**Section 1:** If any provisions of this Agreement require County, State or Federal 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**

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 33 - 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 34 - LAYOFFS**

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

**ARTICLE 35 - ACCESS TO PERSONNEL FOLDERS AND EVALUATION**

A. An employee shall be given a copy of any evaluation report or any other form/document prepared by his/her evaluators. If a conference is to be held to discuss the evaluation report or any other form/document, then a copy should be given to the employee prior to the conference for review. If the employee 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 employee's file or otherwise noted upon without a prior conference with the employee. Employees 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 employee, and in no way indicates agreement with the contents thereof. Such intent

shall be specified on the form. The employee shall also have the right to submit a written answer to such material, which shall be attached to the file copy.

B. 1. Any written complaint regarding an employee, which is to be placed in his/her personnel file, must be provided to the employee within five days of its receipt by the Administration. The employee shall be given the opportunity to rebut the complaint, within five days of its receipt, if he/she so desires. A copy of the rebuttal will be attached to the original complaint and placed in the employee's personnel file.

2. The employee shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her signature to a copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

**C. Access to Personnel File**

1. Upon prior written request to the Office Manager, an employee shall have the opportunity in the presence of the Office Manager or designee 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.

2. 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.

**ARTICLE 36 - DISCIPLINE**

**Section 1:** Employees covered by this Agreement shall not be disciplined or discharged except for just cause. To the extent consistent with public safety and the severity of the offense, all disciplinary action shall be progressive in nature and corrective in intent.

**Section 2:** Disciplinary action is a written reprimand, suspension, fine, demotion or discharge.

**Section 3:** It is understood and agreed that demotion or termination resulting from layoffs pursuant to Article 35 of this Agreement shall not be considered disciplinary action provided the action is performed in good faith.

**Section 4:** The parties agree that all major disciplinary actions shall be in accordance with the New Jersey Civil Service Rules as applicable to employees in Local Service.

**Section 5:** All employees shall comply conscientiously with all written rules and regulations of the Employer.

**Section 6:** Employees in the classified service may be disciplined for reasons listed in N.J.A.C. 4A:2-2.3.

**Section 7:** The procedure for major discipline shall be as set forth at N.J.A.C. 4A:2-2.4, including notice, hearing and appeal.

**Section 8:** Minor discipline is any disciplinary action not falling within the definition of major discipline. Minor discipline shall be within the discretion of the Employer. Employees subject to minor discipline shall be entitled to notice of the charges and opportunity to be heard, as provided by law.

#### **ARTICLE 37 - 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 shall notify the Union of its intention to subcontract at least thirty (30) days in advance of taking such action, if such action may result in a layoff or job displacement.

**Section 3:** 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 4:** The Union must request the opportunity to discuss the impact of a decision to subcontract or contract out work prior to the expiration of the 30 day notice of intent referred to in Section 2 above. 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 38 - APPLICATION OF SALARY AND BENEFITS**

**Section 1:** Automatic increments shall not be given during the term of this Agreement.

**Section 2:** 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 compensatory time.

**Section 3:** During any leave of absence without pay, the employee's health care benefits shall be continued provided that the cost thereof (normally paid by the Employer) is thereafter paid by the employee to the insurance carrier through the Employer.

#### **ARTICLE 39 - 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 3 ½ 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 12 undergraduate or 6 graduate 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 \$4,000.00 will be appropriated by the Employer. Reimbursement to eligible employees will be on a "first come, first served" basis until such time as the appropriation is deleted.

#### **ARTICLE 40 - UNION DUES/AGENCY SHOP FEE**

**Section 1:** The Employer agrees to deduct from the salaries of bargaining unit member's dues to CWA Local 1032 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.

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

**Section 3:** Any employee in the bargaining unit on the implementation date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, or any member who subsequently resigns from Union membership, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified by the Union to the Employer.

**Section 4:** Dues and agency fee deductions shall be made each pay period from the compensation of the employee, and the monies deducted together with a list of the employees shall be submitted to the Treasurer, Communications Workers of America Local 1032, 67 Scotch Rd, Ewing, NJ 08628 by the fifteenth (15th) day of each month following collection.

**Section 5:** A member of the clerical staff may withdraw dues deductions from the Union on July 1st of each year provided, however, that said member gives notice of withdrawal to the Employer thirty (30) days in advance of such desire to withdraw. The filing of notice of withdrawal shall be effective to halt deductions as of the July 1st next succeeding the date on which notice of withdrawal is filed. The Employer shall provide a copy of such notice of withdrawal to the Union.

**Section 6:** The Union shall notify the Employer 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 Employer and/or his designee. The Union shall also provide copies of said signed forms to the proper disbursing officer of the County who shall make such dues deduction from the compensation of the clerical staff and submit same to the Union, as provided above in Section 4. The Union shall indemnify, defend and save the Employer 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 Employer in reliance upon salary deduction authorization cards submitted by the Union.

#### **ARTICLE 41 - UNION MEETINGS**

**Section 1:** Four (4) times during each calendar year, all employees covered by this Agreement shall be permitted to attend a union meeting at the Employer's work site, during non-working hours. The employees agree to leave the site clean and in an orderly state with the building secured at the end of the meetings.

**Section 2:** The Union shall give the Employer one (1) week advance notice of the date of such meeting.

#### **ARTICLE 42 - PROBATIONARY PERIOD**

**Section 1:** New employees shall serve a probationary period of three (3) months.

**Section 2:** Probationary employees may be disciplined at any time within the lawful

discretion of the Employer. Such employees shall have no right of appeal and no right to a hearing except as may otherwise be provided by law or by the express terms of this Agreement.

#### **ARTICLE 43 - 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. 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 Article 33.

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

**ARTICLE 44 - DURATION OF AGREEMENT**

**Section 1:** Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing January 1, 2009 and shall remain in effect and full force through December 31, 2011.

**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 the 26<sup>th</sup> day of May, 2010.

**WARREN COUNTY PROSECUTOR'S OFFICE**

**ATTEST:**

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\_\_\_\_\_

**Thomas S. Ferguson, Prosecutor**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**ATTEST:**

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\_\_\_\_\_

**WARREN COUNTY BOARD OF CHOSEN FREEHOLDERS**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

**RICHARD D. GARDNER, FREEHOLDER DIRECTOR**

**APPENDIX A**

**SALARY RANGES (MIN. TO MAX.)**

<b><u>TITLE</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>
Clerk Transcriber	23,415 – 41,899	23,883 – 42,737	24,361 – 43,592
Senior Clerk Transcriber	26,496 – 46,830	27,026 – 47,767	27,567 – 48,722
Principal Clerk Transcriber	33,273 – 52,991	33,938 – 54,051	34,617 – 55,132
Principal Docket Clerk	33,273 – 52,991	33,938 – 54,051	34,617 – 55,132