

**AGREEMENT BETWEEN**  
**THE SALEM COUNTY**  
**PROSECUTOR**  
**AND**  
**THE COMMUNICATIONS WORKERS**  
**OF AMERICA, AFL-CIO**

**Local 1085**



**JANUARY 1, 2017 – DECEMBER 31, 2019**

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## **PREAMBLE**

This Agreement between the SALEM COUNTY PROSECUTOR (hereinafter referred to as "the Employer") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as "the Union") is entered into by the parties for the purpose of establishing compensation, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of grievances pertaining thereto.

## **ARTICLE I RECOGNITION**

**1.1. Rank-and-File Unit.** The Employer recognizes the Communications Workers of America as the exclusive representative for all secretarial, clerical, and supervising clerical personnel who work on a full-time basis for the Employer, as well as all part-time employees who are paid for at least one day per week on average; but excluding all managerial executives, supervisors, confidential employees, temporary employees who are employed for less than six months in any 12-month period, part-time employees who are paid for less than one day per week, and all personnel represented in other bargaining units.

**1.2. Preservation of Unit Work.** Duties ordinarily performed by bargaining unit employees shall not be assigned to employees outside the unit except for temporary employees who are hired to address seasonal or short-term needs for a period of six months or less. The Employer will notify the Union within 14 calendar days, in writing, whenever a temporary employee is hired to perform unit work.

**1.3. Definitions.** The term "confidential employees" as used herein means employees whose functional responsibilities or knowledge in connection with the issues involved in the collective negotiations process would make their membership in any appropriate negotiating unit incompatible with their official duties. The term "temporary employees" as used herein means employees who are appointed to any and/or all temporary (including seasonal) positions which are established for a period aggregating not more than six months in a 12-month period or which are established pursuant to a short-term grant for a maximum of 12 months.

## **ARTICLE 2 NON-DISCRIMINATION**

**2.1. Non-Discrimination.** The parties agree that there will be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, national origin, physical or mental disability, union membership or activity, family relationship (in accordance with the definition of "immediate family" in Section 24.2), service in the uniformed services of the United States (including liability for military service or application for membership), civil union or domestic partner status, sexual orientation, or any other basis prohibited by law with respect to promotions, transfers, or any other conditions and privileges of employment.

**2.2. Respect and Dignity.** The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of or by an employee is inappropriate and will not be tolerated. Harassment will be grounds for disciplinary action up to and including termination.

**2.3. Use of Pronoun.** 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 3 MANAGEMENT RIGHTS**

**3.1. Rights Reserved.** The Employer hereby retains and reserves unto itself without limitations 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:

(a) All management functions and responsibilities which the Employer has not expressly modified or restricted by specific provision of this agreement.

(b) The right to establish and administer reasonable policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the Employer.

(c) To reprimand, suspend, discharge or otherwise discipline employees for cause.

(d) To hire, promote, transfer, assign, reassign, layoff and recall employees to work.

(e) To determine the number of employees and the duties to be performed.

(f) To maintain the efficiency of employees in the performance of their duties.

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

(h) To subcontract for any existing or future service as determined necessary by the Employer.

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

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

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

## **ARTICLE 4 WORK RULES**

**4.1. Adoption of Work Rules.** Except in the case of subjects that are mandatorily negotiable, as set forth in Section 4.2, the Employer may, at its discretion, adopt reasonable work rules for the efficient and orderly operation of its departments. The Local President will be notified via email and/or fax a copy of any work rules 15 calendar days prior to the imposition of those work rules and will be required to make any consultative comments it may have no later than ten calendar days after receipt of the proposed work rules. Any comments by the Union will be duly considered, but the final adoption and implementation of the work rules will be a decision of the Employer. Work rules shall be equitably applied and enforced. If any work rule is implemented without the

15 calendar days notice to the Local President, the work rule will be rescinded until the proper notification has been given. If the 15 calendar days notice to the Local President is properly given, the work rule may be implemented at the discretion of the Employer after the passage of the 15 days. If an emergency work rule must be implemented by the Employer prior to the 15 days consultation period, the Employer will provide a copy of the emergency work rule to the Local President and shall duly consider any comments made within the reasonable span of time such emergency work rule is operational.

**4.2. Right to Negotiate Not Waived.** Nothing in this Article shall be interpreted as a waiver of the Union's right to negotiate concerning terms and conditions of employment. Any changes in compensation, hours, benefits, or other terms and conditions of employment, whether or not set forth in this Agreement, shall first be negotiated between the Employer and the Union. It is understood that this does not apply to subjects which are considered by law to be managerial prerogatives.

**4.3. Code of Ethics.** All employees covered by this Agreement are required to sign and abide by the Code of Ethics established by the Office of the Attorney General.

## ARTICLE 5 WORK CONTINUITY

**5.1. No Strike or Lockout.** During the term of this agreement, the Union and its members shall not engage in any slowdown, work stoppage, strike or related activity, nor shall employees be locked out by the Employer. The sole method for resolving any disagreement concerning this agreement shall be covered by the grievance and arbitration procedures contained in this agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

**5.2. Violations.** 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, including discharge of any employee so involved.

## ARTICLE 6 UNION SECURITY

**6.1. Dues Deduction.** The Employer shall deduct Union dues from the pay of each employee who submits a signed checkoff card. The amount of such deductions shall be certified to the Employer by the Secretary-Treasurer of the Union.

(a) *Transmission of Dues Deductions.* The Employer shall remit the dues deductions to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3rd Street, N.W., Washington, D.C. 20001-2797, by the 10th day of the month following the calendar month in which such deductions are made, or earlier if reasonably possible, together with a list of employees from whose pay such deductions were made. The list shall include each employee's name, identification number, base wage, and deductions for the month. A copy of such list shall be furnished at the same time to the President of Local 1085.

(b) *Withdrawal of Dues Checkoff.* An employee who wishes to withdraw his or her authorization for dues deduction shall give written notice to the County Treasurer and the President of Local 1085. Deductions shall be halted as of July 1 following the receipt of such notice by the County Treasurer. The Employer shall promptly forward a copy of any withdrawal notice to the President of Local 1085.

**6.2. Representation Fees.** For all employees in the bargaining unit who do not pay dues in accordance with Section 6.1 above, the Employer shall instead deduct a representation fee equal to a percentage of the regular dues as certified by the Union, which shall be remitted to the Union in the same manner as dues. In the case of newly hired employees who have not submitted a dues checkoff card, deduction of representation fees will begin with the next paycheck following 30 days of employment. The Union shall maintain a demand-and-return system and shall comply with all other requirements of N.J.S.A. 34:13A-5.5 *et seq.* with respect to the use of representation fees and the accounting thereof.

**6.3. Hold Harmless.** The Union agrees to indemnify and hold the Employer harmless with respect to any and all claims, suits, orders, actions, litigation or judgments arising from the provisions of this Article or based upon the Employer's reliance on the provisions of this Article. The Employer shall not be responsible for any back payment of representation fees or dues for any cause.

## ARTICLE 7 UNION COMMUNICATIONS

**7.1. Provision of Bulletin Boards.** The Employer will make available to the Union one bulletin board in every building where unit members are stationed. 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.

**7.2. Use of Employer Equipment.** Union representatives will be entitled to use the Employer's telephones, fax machines, and e-mail system to communicate with employees in carrying out the Union's representational duties, and employees will likewise be permitted to use such equipment to contact their Union representatives in regard to matters of representation. It is understood that such use shall be reasonable and shall not interfere with work operations.

## ARTICLE 8 PERSONNEL INFORMATION

**8.1. Disclosure of Personnel Records.** Personnel information with respect to individual employees shall be subject to disclosure as follows:

(a) An employee shall have the right to inspect his or her own personnel file upon reasonable prior request, at a mutually convenient time as set by the Human Resources Department. A copy of any document contained in an employee's file will be provided to the employee upon request.

(b) Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.*, it is understood that personnel information open to the public is generally limited to an employee's name, title, position, salary, payroll record, length of service, date of separation, reason for separation, and the amount and type of pension received. All other personnel records of individual employees shall be maintained in confidence and shall not be disclosed except to authorized persons or as required by law.

(c) Union representatives may inspect an employee's personnel file upon presenting authorization in writing and signed by the employee.

(d) Notwithstanding any other provision of this Article, specific records pertaining to employees shall be available for inspection by Union representatives whenever relevant to the investigation of a grievance or for other purposes within the Union's legal scope of responsibility as required by the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* Copies of relevant documents shall be provided to Union representatives upon request.

**8.2. Disciplinary Records.** All disciplinary records on employees will be kept in the confidential files of the Human Resources Department. Each employee will receive a copy of any documents critical of the employee or the employee's job performance which are to be placed in his or her personnel file. The employee may sign such documents to verify receipt only. The employee may, at his or her option, submit a written response to such document, which shall be included with the document in the employee's file.

**8.3. Notice to Union.** The Employer will provide to the Union a monthly list of personnel changes within the bargaining unit(s), including new hires, terminations, promotions and transfers, along with employee name and address changes. In the case of new hires, the Employer will include each employee's job title, department, base hourly rate and hours of work, employee identification number, and home address. Upon request, the Employer will also furnish such information periodically, along with seniority data, for all current employees.

## **ARTICLE 9 SENIORITY**

**9.1. Definition.** For purposes of this Agreement, seniority is defined as an employee's total length of continuous unbroken service with the Employer, beginning with the date of last hire, even if such was for part-time employment. Seniority will cease to accrue upon termination of employment, but will accrue during a leave of absence. The provisions of seniority contained herein do not apply to temporary or seasonal workers or to the time that such employees serve as temporary or seasonal employees. It is understood that seniority shall not accrue during a disciplinary suspension. Accordingly, when an employee is suspended, his or her date of hire will be moved forward by an equal number of days for purposes of calculating seniority. If more than one employee has the same seniority, preference shall be based upon the alphabetical order of the employee's last name.

**9.2. Preferences.** Preference shall be given to employees according to seniority in the following circumstances, subject to the Employer's right to determine staffing according to qualifications:

- (a) The assignment or reassignment of employees to a particular shift or work schedule.
- (b) The selection of employees for promotion, subject to Civil Service requirements. In no case, however, shall the Employer be required to select a lesser qualified employee. A decision as to an employee's ability to perform the work shall remain the exclusive province of management.
- (c) The layoff of non-permanent employees.



## **ARTICLE 10 JOB OPENINGS**

**10.1. Posting.** A job opening for a newly created position or a vacancy in an existing position shall be posted on a centrally located bulletin board in each department for a period of at least five working days prior to filling the position. Employees may submit their qualifications for such openings to the Employer for consideration. The determination of the Employer as to the employee selected for the position is solely a managerial determination. A copy of the posting will be sent to the local union president.

## **ARTICLE 11 RESIGNATIONS**

**11.1. Notice.** Employees who resign will give at least two weeks' written notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice.

**11.2. Rescission.** An employee shall be permitted to rescind his or her resignation by giving notice to the Employer in writing within 72 hours after submitting the resignation, unless such resignation has been accepted by resolution of the Board of Chosen Freeholders.

## **ARTICLE 12 WORK PERFORMANCE AND EVALUATIONS**

**12.1. Work Performance.** All employees covered by this agreement will be expected to perform the duties of their position. Those duties shall include the functions set forth in the applicable New Jersey Department of Personnel job description and such other functions as are reasonably related to the employee's job title and position as assigned by the employee's immediate supervisor, including policies and procedures adopted by the Board of Chosen Freeholders and the Employer that pertain to all employees.

**12.2. Annual Evaluation.** A performance evaluation system has been implemented by the Employer as to employees covered by this agreement. There will be an annual written evaluation for all employees on a form to be prepared by the Employer. Performance evaluations will be conducted by the appropriate supervisor designated by the Employer.

**12.3. Receipt of Evaluation.** When a performance evaluation is completed, the employee will receive a copy of the performance evaluation and the employee will sign the copy of the performance evaluation to signify only that it has been received. Either party has the right to attach one set of response comments to the copy of the performance evaluation. Copies of all evaluation correspondence will be exchanged between the parties and retained in the employee's personnel file.

**12.4. Evaluation Appeals.** The employee will have the right to grieve unsatisfactory evaluations in accordance with the provisions of this Agreement. There is no right to grieve one or more unsatisfactory findings in a performance evaluation where the majority of findings or greater balance of findings indicate a satisfactory evaluation.

## **ARTICLE 13 DISCIPLINE**

**13.1. Union Representation.** If an employee is called in for disciplinary reasons by his or her supervisor, the employee shall have the right to have one Union representative present, provided the employee so requests. The supervisor will be responsible for notifying the Union representative's supervisor in order to arrange for the representative to be present during the disciplinary conference if the employee requests union representation.

**13.2. Just Cause.** No employee shall be subject to discipline except for just cause. Discipline shall be progressive in nature and corrective in aim, except when an offense is so serious as to warrant immediate termination even though no similar prior offenses have been committed by the employee.

**13.3. Disciplinary Appeals.** Disciplinary actions shall be subject to the grievance procedure, with the following exceptions:

(a) Major disciplinary actions (as defined by the Civil Service Act) for permanent employees or employees serving in a working test period are appealable to the New Jersey Civil Service Commission and are not subject to arbitration.

(b) Oral reprimands shall be addressed informally only.

## **ARTICLE 14 GRIEVANCES**

**14.1. Purpose.** The purpose of this procedure is to resolve problems affecting the employment relationship at the lowest possible level, consistent with fairness and equity. A grievance shall be understood as an appeal of the interpretation, application, or violation of policies, agreements, or administrative decisions affecting the terms and conditions of employment.

### **14.2. General Provisions.**

(a) Grievances shall be processed promptly and expeditiously.

(b) Formal grievances and appeals shall be in writing. Grievance forms shall be provided by the Union.

(c) Communications and decisions concerning formal grievances shall be in writing.

(d) A grievant shall be permitted to have a Union representative at all levels of the grievance procedure. Grievants may be individual employees, groups of employees similarly situated, or the Union itself.

(e) Witnesses and other evidence may be produced at all levels of the grievance procedure. There shall be no substantially new evidence submitted during the grievance process by either party once a grievance has been submitted to the Employer at Level 2.

(f) Failure by a grievant to file or advance a grievance to the next step within the specified time limits shall result in forfeiture, except in cases where the lack of timeliness is *de minimis*.

(g) Failure by the Employer to issue a decision within the specified time limits shall entitle the grievant to advance the grievance to the next step.

(h) 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.

(i) Union representatives shall be permitted reasonable opportunity to investigate and process grievances during the work day without loss of pay. If time away from the job should be required, the Union representative shall notify his or her supervisor or department head in order that arrangements may be made to cover for the employee.

(j) The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

(k) *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, however, may be extended by mutual agreement.

(l) Any step of the grievance procedure may be waived by mutual consent.

**14.3. Steps.** An employee and/or the Union representative may discuss a grievance with the immediate supervisor, where appropriate, in an effort to resolve the problem informally. A grievance at this stage shall not be reduced to writing. Formal grievances shall be filed by the Union and shall follow the steps set forth below.

**STEP 1.** The grievance shall be filed initially within 28 calendar days after the cause of action arose or within 28 calendar days after the grievant became or should have become aware of the facts constituting the cause of action. The grievance shall be filed with the employee's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time not to exceed 7 calendar days. The grievance shall be filed in writing.

In addition to the above, the grievant shall have a right to a personal conference with his or her immediate supervisor on the grievance within 14 calendar days. In the event a conference is held, the written decision shall be issued within 5 calendar days after the conference.

**STEP 2.** In the event the grievance cannot be resolved at the first level after the decision of the immediate supervisor is received, the Union must file the grievance with the Prosecutor within 21 calendar days after receipt of the decision of the immediate supervisor. The Prosecutor shall review the grievance once filed at the second step and render an answer within 14 calendar days after the receipt of the grievance.

In addition to the above, the grievant shall have a right to a personal conference with the Prosecutor or his designee within 21 calendar days after the receipt of the grievance. The grievant may have a Union representative present at the conference and submit document evidence in addition to the grievant's own verbal statement. In the event a personal conference is held in accordance with the above, the written decision on the grievance shall be issued within nine calendar days of the conference. The immediate supervisor shall also be present at the conference.

**14.4. Arbitration.** If the Union is not satisfied with the decision by the Employer, it may submit the grievance for arbitration or may institute such other legal action as it may be entitled to. Requests for an arbitrator

shall be made by the Union within 30 calendar days after receiving the Step 2 decision, utilizing the resources and procedures of the Public Employment Relations Commission.

(a) The arbitrator shall hold a hearing to ascertain the facts and consider the arguments of the parties. He shall not have the power to add to or subtract from the collective bargaining agreement, but shall confine his review to the application or interpretation of the agreement as it pertains to the issue. The arbitrator shall issue an award, including any lawful remedy which he may find proper, which shall be final and binding on the parties.

(b) The arbitrator's fee and other costs of arbitration, including per diem expenses, actual and necessary travel, subsistence expenses, and the use of a hearing room, shall be borne equally by the Employer and the Union. Any other expenses shall be paid by the party incurring them.

## **ARTICLE 15 HOURS OF WORK**

**15.1. Maintenance of Working Hours.** The current hours of work will be maintained, subject to the Employer's managerial prerogative to determine the hours of operation.

**15.2. Negotiations.** Any changes in work schedules shall be subject to prior negotiations between the Employer and the Union.

**15.3. Workweek.** The workweek shall consist of seven consecutive days, commencing at the beginning of the day shift on Monday.

**15.4. Emergency Excusals.** In case of inclement weather or other county-wide emergency, employees may be excused from work by the Frecholder Director or his/her designee without loss of pay. Essential personnel who are required to work while non-essential employees are excused shall be paid their normal rate and receive compensatory time off on an hour-for-hour basis. In case of a weather emergency in which the employee is not excused, an employee who is prevented from getting to work shall be permitted to use administrative leave, vacation, or compensatory time off, unless the Employer offers transportation to and from the job.

**15.5. Part-Time Employees.** Part-time employees shall work a portion of the regular full-time workweek established for their job title and department. In the case of regularly-scheduled part-time employees, the workdays and hours (exclusive of overtime) shall be fixed. Part-time employees who are employed on a per diem basis shall have variable workweeks according to the Employer's need. If a part-time employee averages at least 35 or 40 paid hours per week (depending on the appropriate full-time workweek) over a period of 13 consecutive pay periods, he or she will thereafter be deemed full-time.

## **ARTICLE 16 SALARIES AND WAGES**

**16.1. Pay Ranges.** A pay range number will be assigned to every position according to job title and workweek, as set forth in Appendix A. The corresponding annual pay ranges shall be as shown in Appendix B. Annual pay rates are based on 52 weeks for full-time employees. Part-time pay will be calculated using the corresponding hourly equivalents. The hiring rate for new employees shall be the minimum pay of the range as set forth in Appendix B.

**16.2. Pay Increases.** Pay increases shall be granted as follows:

(a) Employees will receive across-the-board increases in their base pay equal to 1.5% effective January 1, 2017; 2% effective January 1, 2018; and 2% effective January 1, 2019.

(b) In addition to the raises specified in Subsection (a) above, every employee with at least one year of service as of July 1 in any given calendar year whose base pay does not exceed the maximum of his or her range as set forth in Appendix B will receive a progression raise added to his or her base pay effective July 1 of each year. The amount of each progression raise shall be 1.25% effective July 1, 2018 and 1.5% effective July 1, 2019, of the employee's base pay, except that the resulting pay shall not exceed the maximum of the employee's range as set forth in Appendix B.

(c) Retroactive salary payments will be made in accordance with this Section for all unit employees currently employed as of the date this Agreement was ratified, together with all former employees who have retired on pension between January 1, 2017 and the date of ratification. Employees who have left County employment for reasons other than retirement are not entitled to retroactive payments. The starting salaries for employees hired after ratification of this Agreement shall be 5% below the 2017 minimum salary rate.

**16.3. Promotional Adjustments.** An employee who is promoted to a higher title will receive a pay increase to be calculated as follows, except that in no case shall the employee's new pay be less than the minimum for the range as set forth in Appendix B:

(a) If the promotion is equal to one range, the increase shall be 3% of the employee's former base pay.

(b) If the promotion is equal to two ranges, the increase shall be 5% of the employee's former base pay.

(c) If the promotion is equal to three or more ranges, the increase shall be 6% of the employee's former base pay.

**16.4. Demotional Adjustments.** An employee who is demoted to a lower title will receive a pay decrease to be calculated as follows, except that in no case shall the employee's new pay exceed the maximum for the range as set forth in Appendix B:

(a) If the demotion is equal to one range, the decrease shall be 2.913% of the employee's former base pay.

(b) If the demotion is equal to two ranges, the decrease shall be 4.762% of the employee's former base pay.

(c) If the demotion is equal to three or more ranges, the decrease shall be 5.66% of the employee's former base pay.

**16.5. Pay Days.** The parties agree that pay days for employees covered by this contract shall be every other Thursday, as previously scheduled. Full-time employees shall have the option of receiving their pay by direct deposit to their banking institution. Pay periods will end on the Thursday before payday.

## ARTICLE 17 PART-TIME EMPLOYEES

**17.1. Definition of Part-Time Employment.** A part-time employee is an employee who normally works less than the regular full-time work schedule established for his or her title and/or department. The provisions of this Agreement are applicable to part-time employees who work, on average, at least one full day per week (or the equivalent number of hours).

(a) Regular part-time employees are normally assigned to a fixed schedule of hours and work days.

(b) Per diem employees are part-time employees who do not have a fixed schedule but are scheduled to work as needed at the discretion of management.

**17.2. Attainment of Full-Time Status.** If a part-time employee averages at least 35 or 40 hours per week of paid time (depending on the applicable full-time workweek) over a period of 13 consecutive pay periods, he or she will thereafter be deemed full-time.

**17.3. Benefits for Part-Time Employees.** Part-time employees will not be eligible for health insurance benefits. Paid leave benefits will be available to part-time employees as follows:

(a) *Holidays.* Part-time employees will receive the holidays set forth in Section 22.1 only when a holiday falls on the employee's scheduled work day.

(b) *Vacation.* Part-time employees will be entitled to pro-rated vacation leave according to their paid hours, to be accrued incrementally at least on a monthly basis (Article 23).

(c) *Sick Leave.* Part-time employees will be entitled to pro-rated sick leave according to their paid hours, to be accrued incrementally at least on a monthly basis (Article 24).

(d) *Other.* Part-time employees will be entitled to union leave (Article 25), Workers Compensation leave (Article 26), leave for jury duty (Section 28.2), and military leave (Section 28.3). Administrative leave (Article 27) and bereavement leave (Section 28.1) shall not be provided to part-time employees.

## ARTICLE 18 OVERTIME AND PREMIUM PAY

**18.1. Definition of Overtime.** Overtime consists of time worked in excess of the regular, full-time work day or work week for the employee's position. The workweek shall be measured as provided by Section 15.3.

**18.2. Authorization for Overtime.** All departments are authorized overtime for certain emergency conditions at the specific direction of their supervisors. All overtime is subject to the authorization and direction of a supervisor. However, no employee will be forced to work mandatory overtime so long as another qualified employee is available and willing to work it instead. Employees will be notified of the need for overtime as far in advance as possible.

**18.3. Time-and-a-Half Rate.** Employees shall be paid at one and one-half times their regular hourly rate for the following work:

(a) Time worked in excess of 40 hours during the calendar week. For purposes of this sub-section, all paid holiday leave shall count as time worked. Vacation leave, administrative leave, sick leave, union leave, and bereavement leave shall not count as time worked.

(b) Any time actually worked on a Sunday.

(c) Work actually performed on the employee's normally scheduled day off (full-time employees only).

(d) Work actually performed on an official holiday.

(e) Time actually worked in excess of eight hours in a work day, unless part of a regular shift which exceeds eight hours in length.

(f) Time actually worked in excess of 12 hours in a work day (for employees who work 12-hour shifts).

**18.4. Double-Time Rate.** All employees shall be paid at double their regularly hourly rate for the following work:

(a) The seventh consecutive day actually worked (or, in the case of employees who work 12-hour shifts, the fifth consecutive day actually worked), provided that each day is the equivalent of a full shift and that the seventh or fifth shift, as applicable, is not voluntary overtime, in which case only time and one half will be paid.

(b) Any work actually performed on a holiday which falls on a Sunday (see Section 22.2), as well as any time worked on a holiday which is in excess of a regular full-time shift for the employee, provided that the time is mandatory forced overtime. In the case of voluntary overtime, the employee shall be paid time and one half as provided by Section 18.3.

For purposes of this section, voluntary overtime shall mean time worked at the employee's discretion. Mandatory overtime shall mean any overtime required by the Employer for which an employee will suffer an adverse employment impact if refused.

**18.5. No Pyramiding.** It is understood that there will be no pyramiding of premium rates set forth in Sections 18.3 and 18.4.

**18.6. Compensatory Time Off.** In lieu of overtime pay, an employee may elect to take compensatory time off at the premium pay rate, except that no employee shall be permitted to accumulate a balance of more than 80 hours of compensatory time off (or 120 hours in the case of employees who work 12-hour shifts) unless special permission has been granted by the Employer. If after 12 months from the date that compensatory time is actually earned, an employee cannot schedule the use of compensatory time with the employee's department head solely due to a managerial decision, then the employee will be compensated as defined above. Except in case of emergency, employees will give at least 48 hours' notice when using compensatory time off.

**18.7. Distribution of Overtime.** Overtime work shall be divided equitably among all full-time employees within the job title in which the overtime exists. The Employer agrees to keep a rotation list of overtime worked by full-time employees. Part-time employees who are temporarily working on a full-time basis for more than one week at a time shall be included as well. Refusal to work overtime shall be charged as overtime worked on the rotation list. In the event of an emergency, the Employer shall use its best discretion as to calling the most readily available Employee. An Employee will not be eligible for overtime unless the Employee has the skill and ability to perform the overtime assignment. This management determination shall be grievable only up to Step 2 of the grievance procedure. If an employee can not be reached when called for overtime, he will remain on the rotation list to be called for the next overtime opportunity.

**18.8. Overtime Meals.** An employee will be entitled to a meal payment whenever he or she works a full shift (or the equivalent number of hours) plus at least four additional hours immediately thereafter, subject to the following conditions:

(a) Meal payments shall consist of \$10 per meal.

(b) Employees who continue to work at least six hours after qualifying for a meal payment shall be entitled to an additional meal payment, provided that no employee shall receive more than three meal payments in a 24-hour span.

(c) Meal breaks not exceeding 15 minutes in duration for employees who are working overtime shall be considered paid time.

(d) There shall be no entitlement to meal payments if arrangements are made by the Employer to provide meals instead.

## **ARTICLE 19 (RESERVED)**

## **ARTICLE 20 CALL-IN PAY**

**20.1. Call-Ins.** If an employee, after returning home, is called in to work by a supervisor to perform work beyond the regularly scheduled work day, the employee will be guaranteed three (3) hours' work at one and one-half times his or her base hourly pay.

**20.2. Telephone Contact.** In addition, if the Employer contacts an employee by phone while the employee is off duty concerning work-related matters, for something other than a matter relating to the negligence or oversight of the employee, and the Employer does not require the employee to come to the job site, the employee will be entitled to time-and-a-half pay for a minimum of one-half hour for the time taking the call. The employee's entitlement to additional pay for a telephone call on a work-related matter is limited to calls placed by or specifically authorized in advance by the Employer or his designee.

## **ARTICLE 21 OUT-OF-TITLE PAY**

**21.1. Criteria.** If an employee is required by his or her supervisor or department head to perform higher-level work outside of his or her classification for more than four days at a time or seven days in the aggregate during a calendar year, he or she will be compensated for such work as if temporarily promoted to the appropriate title in accordance with Section 16.3, beginning with the fifth consecutive day or the eighth aggregate day, as the case may be. It is understood that all out-of-title work performed during a pay period will be paid to the employee in their next pay.



## **ARTICLE 22 HOLIDAYS**

**22.1. Scheduled Holidays.** Paid holidays shall be granted to full-time employees as follows:

New Years Day  
Washington's Birthday (3rd Monday in February)  
Lincoln's Birthday (to be discontinued after 2014)  
Martin Luther King's Birthday  
Good Friday  
Memorial Day (Last Monday in May)  
Independence Day  
Labor Day  
Columbus Day (2nd Monday in October)  
General Election Day  
Veterans Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day  
Such holidays as the Employer may legally deem appropriate.

Part-time employees shall receive the above paid holidays only when a holiday falls on the employee's scheduled work day.

**22.2. Weekend Holidays.** Holidays designated above which fall on a Sunday shall be observed on the following Monday, and holidays that fall on a Saturday shall be observed on the preceding Friday.

### **22.3. Holiday Pay.**

(a) In order to be compensated for a holiday, employees must be in pay status for the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday. It is understood that authorized paid leave days which fall before or after a holiday shall not prevent an employee from receiving holiday pay.

(b) Holiday pay shall consist of an employee's regular straight-time pay for the day, except that in the case of employees who work 12-hour shifts, holiday pay shall be based on an 8-hour day.

(c) Employees who work on a holiday shall be paid for actual time worked in accordance with Sections 18.3 or 18.4 as applicable, which shall be in addition to the holiday pay set forth herein.

(d) Employees shall not receive sick pay, vacation pay, or any other paid time off for hours that are covered by holiday pay. However, an employee who is absent from work on a holiday which or she would have been regularly scheduled to work may use sick leave or other paid leave as appropriate for any portion of the regular shift that is not covered by holiday pay.

**22.4. Christmas Eve.** The parties agree that all non-essential employees as designated by the Employer 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 Employer shall not be permitted to terminate their work duties. In the event any employee has taken Christmas Eve Day as a vacation day, sick day, personal day, or any other category of day off, he or she shall not be entitled to any compensation

for any time which he or she may have been entitled to take off on Christmas Eve Day, had he or she actually worked that day.

## **ARTICLE 23 VACATION**

**23.1. Full-Time Entitlements.** Full-time employees shall earn vacation leave with pay as follows, the scheduling of which shall be subject to approval by the employee's department head as may be reasonable:

(a) For each full month or major part thereof in the first calendar year of employment: One working day per month.

(b) Beginning with the year in which the employee's first anniversary falls: 12 working days per year.

(c) Beginning with the year in which the employee's fifth anniversary falls: 15 working days per year.

(d) Beginning with the year in which the employee's 12th anniversary falls: 20 working days per year.

(e) Beginning with the year in which the employee's 20th anniversary falls: 25 working days per year.

**23.2. Part-Time Entitlements.** Part-time employees shall be entitled to pro-rated vacation leave according to their paid hours, to be accrued incrementally each pay period.

**23.3. Employees Separated from County Employment.** Any employee who is laid off, discharged, retired or separated from County service for any reason prior to taking his vacation shall be compensated for the unused vacation earned at the time of separation. If an employee has used more leave than he or she has earned, the excess pay will be deducted from his or her final paycheck.

**23.4. Vacation Carry-over.** Vacation leave not used in a calendar year because of business necessity shall be carried over and used in the next succeeding year only. Employees will be permitted to carry over the equivalent of one full pay period of vacation leave into the following year at their option. If vacation leave accumulates in excess of the amount allowed, the Employer will schedule it to be used in order to avoid loss to the employee.

**23.5. Payment upon Termination of Employment.** Upon termination of employment, any unused vacation leave remaining to the employee's credit will be paid out to the employee or to his or her estate in case of the employee's death.

### **23.6. Scheduling of Vacation.**

(a) Vacation leave may be used in whole days, half days, or 60 minute increments.

(b) The scheduling of vacation leave shall be subject to approval by the Employer as may be reasonable. Vacation requests shall be acted upon promptly. Scheduling preferences among employees shall be accommodated as follows:

(1) The Employer shall provide a window period annually during the month of January, during which employees may (but shall not be required to) submit requests for vacation later in the year. If, at the end of the window period, there is a conflict regarding the choice of available vacation days, the days that are in conflict will

be placed on a list. The most senior affected employee will be permitted to make two selections from the list, after which other affected employees will each be permitted to make two selections from the remaining days, proceeding in order of seniority. If necessary, the selection process will be repeated until there are no conflicts remaining. Each selection shall be a single days or a block of consecutive days.

(2) In all other cases of scheduling conflicts, preference will be given to those requests which are submitted first; provided, however, that if two or more requests are submitted simultaneously, seniority shall prevail.

## **ARTICLE 24 SICK LEAVE**

**24.1. Use of Sick Leave.** Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or (4) death in the employee's immediate family, for a reasonable period of time. Sick leave may also be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Employer.

(a) "Personal illness or injury" is understood to mean a disease, bodily injury, or any other physical or mental condition which impairs the employee's normal functioning, including (but not limited to) any serious health condition as defined by the Family and Medical Leave Act or its implementing regulations.

(b) Inability to work because of a personal illness or injury will include absence for the purpose of being treated or examined by a health care provider in connection with a personal illness or injury, even if the employee is not presently incapacitated. It will also include absence when necessary for the purpose of recovering from a personal illness or injury.

(c) Routine checkups, or "well" visits, will be scheduled outside working hours to the extent possible.

**24.2. Definition of Immediate Family.** "Immediate family" means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

**24.3. Eligibility.** All full-time employees, excluding temporary and seasonal employees, shall be entitled to the following sick leave with pay:

(a) One working day of sick leave with pay for each month of service from the date of appointment up to and including December 31 following such date of appointment.

(b) Fifteen days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her prorated and accumulated entitlement. Sick leave may be taken in whole days, half days, or in hourly increments.

Part-time employees shall be entitled to pro-rated sick leave according to their paid hours, to be accrued incrementally each pay period.

#### **24.4. Verification Requirements.**

(a) If an employee is absent for five or more consecutive working days, for any reason set forth in the above, the Employer may require acceptable evidence.

(b) The Employer may require proof of illness for an employee on sick leave whenever such requirement is reasonable, on a case-by-case basis, with timely notice to the employee. In order to be timely, notice must be given in sufficient time that the employee would be reasonably able to schedule an examination by his or her physician while still indisposed. Such requirement shall be consistent with New Jersey Department of Personnel Rules and Regulations. Abuse of sick leave shall be cause for disciplinary action up to and including termination. The Employer may adopt such other sick leave verification procedures that are reasonable and consistent with State law.

(c) When it is known that sick leave will be required for more than ten days, such leave must be requested by the employee in writing to his immediate supervisor. Unless waived by the Employer, the employee shall be required to furnish proof of illness signed by a physician and setting forth the anticipated duration.

(d) Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certification of the local department of health or upon such reasonable proof as the Employer shall require.

**24.5. Notice.** Any employee who does not expect to report to work because of personal illness or for any of the reasons as set forth above shall notify his or her immediate supervisor or other management designee via a personal telephone conversation to the extent possible within one hour after the beginning of work for his position, except in twenty-four-hour shift operations where notice must be given a minimum of one hour before the employee's starting time, unless extenuating circumstances prevent such notification.

### **ARTICLE 25 UNION LEAVE**

**25.1. Entitlement.** Members of the bargaining unit who are designated by the Union may be granted up to 20 aggregate days per contract year with full pay to attend to Union business. If, however, the Local President is a member of the bargaining unit(s) covered by this Agreement, the Employer agrees to allow 50 unpaid days for President and 25 days for both the Executive Vice President and Secretary/Treasurer. It is expressly agreed by the parties that the use of the leave by the Local President, Executive Vice President, and the Secretary/Treasurer will not interrupt the efficiency and normal operations of the employee's department or result in the payment of overtime by the County. All requests for Union leave, including the Local President, Executive Vice President, and the Secretary/Treasurer must comply with Section 25.2.

**25.2. Notice.** Any employee requesting such leave must do so in writing and the request must be submitted at least forty-eight hours before the commencement of such leave. Permission of the Prosecutor or his designee is required before the leave may commence.

**25.3. Union-Management Meetings.** If an employee Union representative attends a joint Union-Employer meeting, the employee shall suffer no loss in regular, straight-time pay for such meetings. It is understood, however, that no more than two employees will be granted permission for such meetings at any time,

and this shall include mediation session, fact finding sessions and arbitration sessions. However, up to four employees will be granted permission for negotiating sessions.

**25.4. Hearings.** There shall be no loss of pay for time spent by employees, including Union representatives and witnesses, if any, to participate in any hearing or other proceeding involving the Employer.

## **ARTICLE 26 WORKERS COMPENSATION LEAVE**

**26.1. Rate of Pay.** In case of disability due to illness or injury as a result of, or arising from, an employee's job, the employee shall be paid 85% of his or her regular base pay for a maximum of 12 months while on disability leave, which shall include the amount received as temporary Workers' Compensation benefits during such period. However, employees who remain on Workers Compensation leave for more than one pay period may receive an adjustment to their wages to insure that their net pay while on leave is approximately the same as their normal net base pay. Time lost will not be charged against accumulated sick leave.

## **ARTICLE 27 ADMINISTRATIVE LEAVE FOR PERSONAL BUSINESS**

**27.1. Entitlement.** Three days administrative leave with pay per year (increasing to four days in 2015) may be granted each full-time employee at his request upon approval of the department head after completion of one year of service as a County employee. The employee becomes eligible for the above January 1 after he has completed one full year of service. New employees shall be eligible for one day of administrative leave after each six months.

**27.2. Notice.** Except in emergency conditions, 48 hours prior notice of such request shall be given to the immediate supervisor.

**27.3. Usage.** Administrative leave is not cumulative and can not be carried over from year to year. Administrative leave days may be taken in whole days or in hourly increments.

## **ARTICLE 28 MISCELLANEOUS PAID LEAVES**

**28.1. Bereavement Leave.** Full-time employees shall be allowed time off without loss of pay as follows, in order to attend services or visit with family in case of bereavement:

(a) Up to three days per incident upon the death of an immediate family member of the employee or an immediate family member of the employee's spouse. For purposes of this Section, "immediate family member" shall mean a spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, aunt, uncle, son-in-law, daughter-in-law, or any relative residing in the employee's household.

(b) Up to two days per incident upon the death of an employee's brother-in-law, sister-in-law, niece or nephew.

Bereavement leave must be taken within three working days of the funeral or memorial service.

**28.2. Jury Duty.** Full-time and part-time employees shall be granted necessary time off without loss of pay when they are summoned and perform jury duty during working hours, as prescribed by applicable law. Employees who serve more than one half day on jury duty shall not be required to perform their regular work that day. However, if employees are excused from jury duty and serve less than one half day, they are required to report for work unless excused by their immediate supervisor. To the extent possible, the supervisor of a shift worker who is called for jury duty shall rearrange the work schedule to put the employee on the day shift, without loss of pay, for the duration of the jury service. The employee shall be required to turn over to the County any per diem fee received for jury duty in exchange for his or her regular rate. Employees will be responsible for notifying management as far in advance as possible if they are scheduled for jury duty.

**28.3. Military Leave.** Employees serving in the uniformed services shall be covered by the Salem County Board of Chosen Freeholders' Military Leave Policy. The policy shall provide for leaves of absence and other rights incident to such leave as required by New Jersey state law and by the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301 *et seq.*

(a) Paid military leave shall be granted to permanent employees, together with full-time temporary or provisional employees who have at least one year of employment. In the case of such employees serving in the New Jersey National Guard, paid leave shall be limited to 90 work days during any calendar year for Active Duty or Active Duty for Training. In the case of such employees serving in Reserve units other than the New Jersey National Guard, paid leave shall be limited to 30 work days while on Federal Active Duty.

(b) All other military leaves shall be unpaid, including leave for Inactive Duty Training (e.g., weekend drill) and service in the regular armed forces, except that the Employer may adopt rules providing for full or partial pay for employees on military leave during periods of conflict.

(c) Employees may use their vacation or administrative leave for short-term military service, but shall not be required to do so. Similarly, employees may agree to temporary changes in their work schedule to accommodate such service or to make up for missed time during the same workweek. However, such changes shall not be required.

## ARTICLE 29 LEAVES OF ABSENCE WITHOUT PAY

**29.1. General Entitlement.** Any full-time or part-time employee may be granted an unpaid leave of absence for medical or educational reasons, family circumstances, or other good cause upon written application to the department head. Requests shall be submitted in writing, stating the reason, the beginning date, and the expected date of return. Leaves may be granted for up to one year at a time and may be extended under exceptional circumstances.

**29.2. Earning of Leave Benefits.** 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. (See also Section 9.1.)

**29.3. Maternity Leave.** Upon medical verification of pregnancy, an employee may use paid sick leave and/or other paid leave prior to delivery and up to two months after delivery (or longer, if medically indicated).

Unpaid leave may also be provided in accordance with the Family Leave Act and the Family and Medical Leave Act.

**29.4. Paternity Leave.** An employee may use his accumulated vacation time or any other leave to which he may be entitled under this agreement for a period of one month prior to and one month past delivery of his child and shall be entitled to apply for such leaves as are permitted in accordance with the New Jersey Family Leave Act.

**29.5. Educational Leave.** A permanent employee holding a classified position who desires to pursue a course of study that will increase his usefulness on return to his position may request a special leave of absence without pay which may be granted by the County Administrator/Deputy County Administrator at his/her discretion. Requests for special leave of absence shall be submitted in writing stating reasons request should be granted, the date leave is to begin, and probable date of return to duty. Special leaves of absence, if granted, shall be for a period not exceeding six months and the same may be extended for an additional period not exceeding six months by the County Administrator/ Deputy County Administrator at his/her discretion.

**29.6. Application of State and Federal Leave Acts.** The New Jersey Family Leave Act (FLA) and the federal Family and Medical Leave Act of 1993 (FMLA), together with their implementing regulations, shall be applied where applicable with respect to eligible employees who request leave for the following purposes:

- (a) birth of a child to the employee;
- (b) care of a newborn child of the employee, a newly adopted child, or a newly placed foster child in the employee's home;
- (c) care of the employee's parent, child, or spouse due to a serious health condition; or
- (d) a serious health condition on the part of the employee (FMLA only).

Requests for such leaves are to be made to the department head and forwarded to the Human Resources Department. Leaves will be governed by the County's FLA/FMLA Policy. In no case shall the FLA or FMLA be used to deny or reduce a benefit to which an employee is entitled under the terms of this Agreement. Paid vacation, administrative, or compensatory time off shall not be counted against an employee's 12-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

**29.7. Eligibility Thresholds under State and Federal Leave Acts.** Pursuant to law, an employee must have at least one year of service in order to be eligible for leave under the FMLA or FLA. In addition, the employee must have worked for the Employer at least 1,250 hours in the preceding 12 months in order to qualify under the FMLA (1,000 hours in the preceding 12 months under the FLA).

**29.8. Duration of Leave under State and Federal Leave Acts.** Eligible employees are entitled to 12 weeks of leave during a 12-month period under the FMLA, or 12 weeks in a 24-month period under the FLA. In either case, the leave period shall be measured beginning with the employee's first day of qualifying leave. Leave may be taken in a single block or in smaller intervals during the period. The Employer will continue to provide health benefits during a qualifying leave. Other benefits will not be provided except as provided in the County's policy.

## **ARTICLE 30 MEDICAL BENEFITS**

**30.1. Medical Plans.** The Employer shall continue to provide the same or substantially the same medical insurance for full-time employees as provided through the State Health Benefits Program upon the signing of this Agreement. Dependent coverage shall be included.

(a) Employees will be required to make health benefit contributions for their selected medical plan as required by law. Effective January 1, 2018, employee health care contribution rates shall be set at Chapter 78 Tier 3 rates.

(b) The Employer will provide a Section 125 premium conversion plan with default opt-in so that health benefit contributions can be deducted on a pre-tax basis.

**30.2. Carrier.** The Employer has the right to change and select a new health benefits provider or to self-insure so long as benefits are substantially the same. The Employer will notify the Union at least 30 days in advance of any such change.

**30.3. Medical Examinations.** Whenever the Employer requires any employee to undergo a medical examination, the cost of such examination shall be paid by the Employer.

**30.4. Continuation of Benefits.** Continuation privileges provided by federal or state law (e.g., COBRA and FMLA) may be utilized by all qualified employees.

**30.5. Medical Spending Accounts.** The Employer, in consultation with the Union, will provide for the establishment of Section 125 flexible spending accounts through which employees can pay their unreimbursed medical expenses.

## **ARTICLE 31 PRESCRIPTION AND DENTAL BENEFITS**

**31.1. Prescription Plan.** The Employer shall provide a pharmaceutical plan enabling full-time employees and their dependents to purchase prescription drugs at retail pharmacies upon payment of \$10 for generic drugs and \$20 for brand-name drugs, which amount shall increase to \$25 upon notice to employees. Oral contraceptives are covered by the plan.

(a) Employees will be required to make health benefit contributions for their selected prescription plan as required by law.

(b) The Employer will provide a Section 125 premium conversion plan with default opt-in so that health benefit contributions can be deducted on a pre-tax basis.

**31.2. Dental Plan.** All full-time employees shall be eligible to enroll in the dental program through a carrier selected by the Employer. The program shall consist of a fifty-fifty (50/50) co-payment basic services, preventive and diagnostic care plan. The maximum amount payable will be a total of \$1,000 in any calendar year in accordance with the descriptive program booklet provided by the carrier. The Employer will pay the premium for this program, which shall include Single, Parent/Child or Family coverage.



## **ARTICLE 32 TEMPORARY DISABILITY INSURANCE**

**32.1. Coverage.** The parties agree that all personnel in the bargaining unit will be covered by temporary disability insurance pursuant to the State Plan set forth in the Temporary Disability Benefits Law. It is understood that both employer and employee contributions are required by the plan, and that employee contributions shall be paid by means of payroll deduction.

## **ARTICLE 33 RETIREE BENEFITS**

**33.1. Post-Retirement Health Benefits.** The Employer shall provide post-retirement medical health insurance benefits, provided the employee qualifies for and has retired through the New Jersey Division of Pensions and Benefits under the Police and Fireman's Retirement System (PFRS) or the Public Employees Retirement System (PERS) *and* meets at least one of the following requirements:

- (a) Retirement on a disability pension;
- (b) Retirement with 25 years or more of service credit in a state or locally-administered retirement system and at least 15 years of service with the County of Salem.
- (c) Retirement at age 62 or older with at least 15 years of service with the County of Salem;
- (d) Retirement with 25 years or more of service credit in a state or locally-administered retirement system, provided the retiring employee was on the employment rolls of the County of Salem as of August 1, 1991.

**33.2. Retiree Severance Pay.** Employees who retire on pension through the New Jersey Division of Pension and Benefits will receive severance pay by separate check for 50% of their unused accrued sick leave at the date of retirement as full payment thereof.

- (a) The severance pay value will be calculated on the employee's current rate of pay. In no case shall the severance pay exceed the maximum of Fifteen Thousand Dollars (\$15,000).

## **ARTICLE 34 OCCUPATIONAL SAFETY AND HEALTH**

**34.1. Working Conditions.** The Employer shall at all times maintain safe and healthful working conditions and provide employees with protective tools and devices reasonably necessary to ensure their safety and health. The proper use of this equipment is mandatory on the part of the employees. Employees will at all times adhere to safety rules, policies, procedures, and other requirements set forth by the Employer for the protection of its workforce, including measures required by state and federal agencies.

**34.2. Health and Safety Committee.** The Health & Safety Committee will be comprised of up to three members appointed by the Union, as well as other personnel with expertise from various County departments. The Committee will meet at the discretion of its members and will forward any advisory reports in writing to the County Administrator/Deputy County Administrator. Attendance at meetings will be considered paid work time.

### **34.3. Fitness-for-Duty Procedures.**

(a) Examinations and other medical inquiries for the purpose of determining whether employees are able to perform their essential duties and do not pose a threat to health or safety on the job shall be in conformity with the Americans with Disabilities Act, the New Jersey Law Against Discrimination, the Family & Medical Leave Act, and any other applicable laws.

(b) Whenever an employee is required by the Employer to undergo a fitness-for-duty examination, the Employer will notify the employee of the reason. The examination will be conducted at the expense of the Employer, without loss of pay or benefits to the employee. All medical information concerning employees will be safeguarded to protect confidentiality.

## **ARTICLE 35 TRAVEL EXPENSES**

**35.1. Mileage Reimbursement.** Employees who are specifically requested and authorized to use their personal vehicles for Prosecutor's business will be reimbursed in accordance with the standard mileage rate for business purposes as periodically determined by the Internal Revenue Service, along with payment of incidental tolls and parking expenses. Employees who are authorized to utilize their vehicle must submit their request for reimbursement on the proper voucher.

**35.2. Insurance Coverage.** Employees using their personal vehicles who are directed to do so by an appropriate supervisor on authorized business are covered under the County insurance limits, and are not required to provide any insurance coverage beyond what they consider adequate for their personal use of their vehicles.

**35.3. Use of Vehicles for County Business.** Employees may be directed by their supervisor to utilize a County-owned vehicle during their employment. If an employee is authorized to utilize a County owned vehicle the employee is responsible for that vehicle and is not permitted, under any circumstances, to utilize that vehicle for personal use. County vehicles may only be utilized for official office business.

**35.4. Accidents.** Any time that an employee is utilizing a County vehicle and that vehicle is involved in any type of accident or traffic mishap, the employee must complete a report on the incident and give the report to his supervisor. The report must contain all details of the incident including the name, addresses and phone numbers of any other drivers involved along with the license number of other vehicles, the other driven, and the identity of any police department involved in investigation of the accident or mishap. A diagram plan should also be included to show graphically exactly how the traffic mishap or accident occurred. Any employee who fails to comply with the above rules and regulations or to follow the motor vehicle regulations of the State of New Jersey will be subject to full disciplinary procedures at the discretion of the Employer.

**35.5. Meals.** Employees shall be entitled to reimbursement for meals while traveling outside the County of Salem on official County business. Reimbursements shall consist of \$8 for breakfast, \$12 for lunch, and \$22 for dinner. Meal reimbursement shall not apply to employees who are attending training sessions or conferences if meals are provided as part of the program.

**ARTICLE 36  
(RESERVED)**

**ARTICLE 37  
EDUCATIONAL ASSISTANCE**

**37.1. Tuition Reimbursement Program.** All employees with at least one year of service who satisfactorily completes courses at any accredited college, trade school, or vocational school to enhance their skills shall be eligible for reimbursement of tuition costs by the Employer upon presenting evidence of satisfactory completion.

(a) Reimbursement shall be limited to three credits or \$1,500 per semester. Requests shall be submitted for review and approval to the County Administrator / Deputy County Administrator prior to the beginning of classes.

(b) Employees who receive tuition payments from the Employer must remain in the employ of the County for two years following the completion of the course. Any such employees who voluntarily terminate their employment with the County within the two-year period must reimburse the County for the tuition payments.

**37.2. Payment for Certification or Licensure.** Whenever an employee obtains any certification or license at the request of the Employer, over and above the minimum legal requirements of the job, the Employer shall pay the applicable license or certification fees, including renewal fees.

**ARTICLE 38  
INDEMNIFICATION**

**38.1.** The Employer shall indemnify an employee for damages resulting from any tort claim or any civil violation of state or federal law arising out of the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct, or an intentional wrong.

**ARTICLE 39  
SEVERABILITY AND SAVINGS**

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

**ARTICLE 40  
FULLY BARGAINED PROVISION**

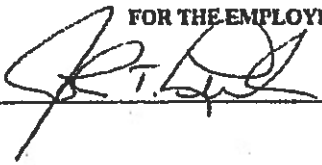
**40.1 Integration.** This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues that were or could have been the subject of negotiations. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this Agreement, except as may be agreed to by the parties in writing following the ratification of this Agreement.

**ARTICLE 41**  
**TERM OF AGREEMENT**

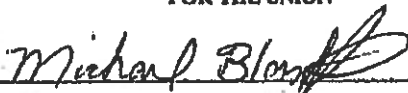

41.1. This Agreement shall be effective retroactive to January 1, 2017 and shall continue in full force and effect through December 31, 2019. Any changes to existing practices will take effect as of the date of ratification, except as otherwise stated in the Agreement.

IN WITNESS to this Agreement, the parties have caused their duly authorized representatives to affix their signatures below as of this 7<sup>th</sup> day of December, 2017.

FOR THE EMPLOYER

  
\_\_\_\_\_

FOR THE UNION

  
  
\_\_\_\_\_

## APPENDIX A TITLES AND PAY RANGES

Range Numbers are at left. Hours per week are in parenthesis.

5	Account Clerk (35)
15	Administrative Clerk (35)
3	Clerk I (35)
6	Clerk Stenographer I (35)
8	Clerk Stenographer 2 (35)
10	Clerk Stenographer 3 (35)
4	Keyboarding Clerk 1 (35)
6	Keyboarding Clerk 2 (35)
9	Keyboarding Clerk 3 (35)
13	Keyboarding Clerk 4 (35)
10	Legal Secretary (35)
11	Legal Stenographer (35)
10	Principal Account Clerk (35)
7	Senior Account Clerk (35)
13	Supervising Account Clerk (35)

## APPENDIX B

### 2017-2019 PAY RATES

Annual rates of pay shown below are based on 52 weeks. The corresponding hourly rates for 35-hour workweeks and 40-hour workweeks are also shown for each range.

Range	Period	1.5%	1.5%	2%	2%	2%	2%
		2017 Min	2017 Max	2018 Min	2018 Max	2019 Min	2019 Max
1	Annual	29,221	37,987	29,805	38,747	30,401	39,522
	Hourly (35)	16.06	20.87	16.38	21.29	16.71	21.72
	Hourly (40)	14.05	18.26	14.33	18.63	14.62	19.00
2	Annual	30,098	39,127	30,700	39,910	31,314	40,708
	Hourly (35)	16.53	21.50	16.86	21.93	17.20	22.37
	Hourly (40)	14.47	18.81	14.76	19.19	15.06	19.57
3	Annual	31,001	40,302	31,621	41,108	32,254	41,930
	Hourly (35)	17.03	22.15	17.37	22.59	17.72	23.04
	Hourly (40)	14.90	19.38	15.20	19.77	15.50	20.17
4	Annual	31,931	41,510	32,570	42,341	33,221	43,187
	Hourly (35)	17.55	22.81	17.90	23.27	18.26	23.74
	Hourly (40)	15.35	19.95	15.66	20.35	15.97	20.76
5	Annual	32,889	42,756	33,547	43,611	34,218	44,483
	Hourly (35)	18.07	23.50	18.43	23.97	18.80	24.45
	Hourly (40)	15.81	20.55	16.13	20.96	16.45	21.38
6	Annual	33,876	44,038	34,553	44,919	35,244	45,817
	Hourly (35)	18.62	24.20	18.99	24.68	19.37	25.17
	Hourly (40)	16.29	21.17	16.62	21.59	16.95	22.02
7	Annual	34,892	45,359	35,589	46,267	36,301	47,192
	Hourly (35)	19.17	24.92	19.55	25.42	19.94	25.93
	Hourly (40)	16.78	21.81	17.12	22.25	17.46	22.70
8	Annual	35,938	46,720	36,657	47,655	37,390	48,608
	Hourly (35)	19.74	25.67	20.13	26.18	20.53	26.70
	Hourly (40)	17.28	22.46	17.63	22.91	17.98	23.37
9	Annual	37,017	48,121	37,757	49,084	38,513	50,065
	Hourly (35)	20.34	26.44	20.75	26.97	21.17	27.51
	Hourly (40)	17.79	23.13	18.15	23.59	18.51	24.06
10	Annual	38,127	49,565	38,890	50,557	39,668	51,568
	Hourly (35)	20.95	27.23	21.37	27.77	21.80	28.33
	Hourly (40)	18.33	23.83	18.70	24.31	19.07	24.80
	Annual	39,271	51,052	40,057	52,074	40,858	53,115

		1.5%	1.5%	2%	2%	2%	2%
Range	Period	2017 Min	2017 Max	2018 Min	2018 Max	2019 Min	2019 Max
11	Hourly (35)	21.58	28.05	22.01	28.61	22.45	29.18
	Hourly (40)	18.88	24.54	19.26	25.03	19.65	25.53
	Annual	40,449	52,584	41,258	53,636	42,083	54,709
12	Hourly (35)	22.23	28.90	22.67	29.48	23.12	30.07
	Hourly (40)	19.45	25.28	19.84	25.79	20.24	26.31
12A	Annual	40,449	55,786	41,258	56,902	42,083	58,040
	Hourly (40)	19.45	26.82	19.84	27.36	20.24	27.91
	Annual	41,663	54,161	42,496	55,245	43,346	56,350
13	Hourly (35)	22.89	29.76	23.35	30.36	23.82	30.97
	Hourly (40)	20.03	26.03	20.43	26.55	20.84	27.08
	Annual	42,912	55,786	43,770	56,902	44,646	58,040
14	Hourly (35)	23.58	30.65	24.05	31.26	24.53	31.89
	Hourly (40)	20.63	26.82	21.04	27.36	21.46	27.91
	Annual	44,200	57,460	45,084	58,609	45,986	59,782
15	Hourly (35)	24.29	31.57	24.78	32.20	25.28	32.84
	Hourly (40)	21.25	27.63	21.68	28.18	22.11	28.74
15A	Annual	44,200	60,959	45,084	62,178	45,986	63,422
	Hourly (40)	21.25	29.30	21.68	29.89	22.11	30.49
	Annual	45,526	59,184	46,436	60,367	47,365	61,575
16	Hourly (35)	25.01	32.52	25.51	33.17	26.02	33.83
	Hourly (40)	21.88	28.45	22.32	29.02	22.77	29.60
	Annual	46,892	60,959	47,830	62,178	48,786	63,422
17	Hourly (35)	25.76	33.50	26.28	34.17	26.81	34.85
	Hourly (40)	22.54	29.30	22.99	29.89	23.45	30.49
	Annual	48,299	62,788	49,265	64,044	50,250	65,325
18	Hourly (35)	26.54	34.50	27.07	35.19	27.61	35.89
	Hourly (40)	23.22	30.19	23.68	30.79	24.15	31.41
	Annual	49,747	64,672	50,742	65,965	51,757	67,284
19	Hourly (35)	27.33	35.54	27.88	36.25	28.44	36.98
	Hourly (40)	23.91	31.09	24.39	31.71	24.88	32.34
19A	Annual	49,747	68,610	50,742	69,982	51,757	71,382
	Hourly (40)	23.91	32.99	24.4	33.65	24.88	34.32
	Annual	51,239	66,611	52,264	67,944	53,309	69,303
20	Hourly (35)	28.16	36.60	28.72	37.33	29.29	38.08
	Hourly (40)	24.63	32.02	25.12	32.66	25.62	33.31
	Annual	52,777	68,610	53,832	69,982	54,909	71,382

Range	Period	1.5%	1.5%	2%	2%	2%	2%
		2017 Min	2017 Max	2018 Min	2018 Max	2019 Min	2019 Max
21	Hourly (35)	29.00	37.70	29.58	38.45	30.17	39.22
	Hourly (40)	25.38	32.99	25.89	33.65	26.41	34.32
	Annual	54,360	70,668	55,448	72,082	56,557	73,523
22	Hourly (35)	29.87	38.82	30.47	39.60	31.08	40.39
	Hourly (40)	26.14	33.97	26.66	34.65	27.19	35.34
	Annual	55,991	72,789	57,111	74,244	58,254	75,729
23	Hourly (35)	30.76	39.99	31.38	40.79	32.01	41.61
	Hourly (40)	26.92	35.00	27.46	35.70	28.01	36.41
	Annual	57,670	74,972	58,824	76,471	60,000	78,001
24	Hourly (35)	31.69	41.19	32.32	42.01	32.97	42.85
	Hourly (40)	27.73	36.04	28.28	36.76	28.85	37.50
	Annual	59,401	77,221	60,589	78,766	61,801	80,341
25	Hourly (35)	32.64	42.43	33.29	43.28	33.96	44.15
	Hourly (40)	28.56	37.13	29.13	37.87	29.71	38.63
	Annual	61,183	79,537	62,407	81,128	63,655	82,751
26	Hourly (35)	33.62	43.71	34.29	44.58	34.98	45.47
	Hourly (40)	29.41	38.24	30.00	39.00	30.60	39.78
	Annual	63,018	81,924	64,279	83,562	65,564	85,233
27	Hourly (35)	34.62	45.02	35.31	45.92	36.02	46.84
	Hourly (40)	30.30	39.38	30.91	40.17	31.53	40.97
	Annual	64,909	84,382	66,207	86,070	67,532	87,791
28	Hourly (35)	35.67	46.37	36.38	47.30	37.11	48.25
	Hourly (40)	31.21	40.57	31.83	41.38	32.47	42.21
	Annual	66,856	86,913	68,193	88,652	69,557	90,425
29	Hourly (35)	36.73	47.76	37.46	48.72	38.21	49.69
	Hourly (40)	32.15	41.79	32.79	42.63	33.45	43.48
	Annual	68,862	89,520	70,239	91,310	71,644	93,137
30	Hourly (35)	37.84	49.19	38.60	50.17	39.37	51.17
	Hourly (40)	33.11	43.04	33.77	43.90	34.45	44.78
	Annual	70,927	92,206	72,346	94,050	73,793	95,931
31	Hourly (35)	38.98	50.66	39.76	51.67	40.56	52.70
	Hourly (40)	34.10	44.33	34.78	45.22	35.48	46.12



**APPENDIX C  
(RESERVED)**

**APPENDIX D  
PRO-RATION OF SICK AND VACATION LEAVE**

The contract specifies annual allotments of sick and vacation days for *full-time* employees. These allotments must be pro-rated for part-time employees, as well as for employees who terminate their employment during the calendar year or who take unpaid leave for a portion of the calendar year.

The following table provides coefficients corresponding to the number of leave days which are allotted annually to full-time employees in Articles 23 and 24. These coefficients may be used to pro-rate an employee's earned sick and vacation leave. The first step is to ascertain the number of hours for which the employee has been paid so far in the current year.\* This number is then multiplied by the proper coefficient. The result (rounded down to a whole number) is the number of leave hours which the employee has earned in the current year.

Number of leave days allotted annually (full-time)	Coefficient
12	0.04616
15	0.05770
20	0.07693
25	0.09616

**EXAMPLE.** So far this year Employee A has 900 hours of pay. If he were full-time, he would be entitled to 12 vacation days annually. The coefficient in the table is therefore 0.04616. Employee A's earned vacation leave is calculated as follows:

$$900 \times 0.04616 = 41 \text{ hours (rounded down)}$$

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\*The maximum number of hours which may be used is (a) 2,080 (for positions with a 40-hour full-time workweek), (b) 1,820 (for positions with a 35-hour full-time workweek), or (c) 1,872 (for positions with a 36-hour workweek).