AGREEMENT

BETWEEN

THE GLOUCESTER COUNTY PROSECUTOR

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Local 1085

January 1, 2012 – December 31, 2014

TABLE OF CONTENTS

	Preamble	1
Article 1	Recognition	1
Article 2	Management Rights	2
Article 3	Non-Discrimination	3
Article 4	Deduction of Union Dues and Representation Fees	3
Article 5	Hours of Work and Paydays	4
Article 6	Salaries and Wages	4
Article 7	Call-in Pay	5
Article 8	Out-of-Title Compensation	6
Article 9	Overtime Compensation	6
Article 10	Travel Expenses	7
Article 11	Education and Training	7
Article 12	Health Benefits	8
Article 13	Credit Union Checkoff	10
Article 14	Vacation	10
Article 15	Holidays	11
Article 16	Sick Leave	12
Article 17	Miscellaneous Paid Leave	13
Article 18	Unpaid Leaves of Absence	14
Article 19	Union Leave	15
Article 20	Grievance Procedure	16
Article 21	Disciplinary Actions	17
Article 22	Personnel Records	18
Article 23	Seniority and Breaks in Service	19
Article 24	Job Openings	19
Article 25	Layoffs	19
Article 26	Health and Safety	20
Article 27	Bulletin Boards	20
Article 28	Supplemental Compensation for Retirees	21
Article 29	Evaluations	21
Article 30	Maintenance of Operations	21
Article 31	Indemnification	22
Article 32	Outside Employment	22
Article 33	Severability and Savings	22
Article 34	Fully-Bargained Clause	22
Article 35	Term of Agreement	23

	Signatures	23
Appendix I	Salary Schedules A, B, C, and Longevity Schedule	24
Appendix II	Titles and Scales	28
Appendix III	Calculation of Employee Leave	29

PREAMBLE

THIS AGREEMENT is entered into by and between the GLOUCESTER COUNTY PROSECUTOR, (hereinafter referred to as "the Employer"), and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as "the Union"), for the purpose of establishing wages, hours, and other terms and conditions of employment, together with procedures for the resolution of grievances pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein, the parties agree as follows.

ARTICLE 1
RECOGNITION

1.1. Bargaining Unit. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all clerical and para-professional employees of the Gloucester County Prosecutor. Part-time employees shall be included, provided their work schedule consists of at least 10 hours per week on average, and provided further that such schedule has continued (or is intended to continue) for at least 26 weeks. Excluded from the aforementioned units are managerial executives, confidential, police, and fire employees, part-time employees who work less than 10 hours as defined above, and employees who are represented in other units, as well as temporary and interim employees other than those specified below.

1.2. Temporary and Interim Employees. The Employer may assign unit work to temporary employees outside the bargaining unit only if such temporary positions are to be filled for less than six months in any twelve-month period (regardless of hours worked) in order to address seasonal or other short-term needs as authorized under the Civil Service Act. If a temporary position exceeds six months, the employee shall be included in the appropriate bargaining unit. Interim appointees, as defined by the New Jersey Department of Personnel, shall be included in the appropriate bargaining unit upon filling a unit position for twelve consecutive months. Nothing herein shall be construed as excluding unit employees who are appointed to fill other unit positions on an interim basis.

1.3. Work Program Participants. Duties ordinarily performed by bargaining unit employees may be assigned to work experience or community service participants outside the unit under the following conditions only:

(a) Written notice shall be provided to the union at least 10 days before any participant begins work.

(b) The union shall be apprised of the nature of the work to be assigned.

(c) No such assignment shall be made or continued if the positions of employees who ordinarily perform such work have been reduced in number within the past 12 months or if any such positions remain unfilled for longer than three months.

1.4. Use of Titles. Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females.

ARTICLE 2
MANAGEMENT RIGHTS

2.1. Rights Reserved. The Employer shall not be limited in the exercise of his statutory management functions and hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing:

(a) The executive management and administrative control of the County Prosecutor's Office and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

(b) To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

(c) The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the County Prosecutor's Office after advance notice thereof to the employees and to require compliance by the employees, provided that any changes in the Employer's personnel policies and procedures are presented to the Union when distributed to supervisors or within 10 days after adoption, whichever is sooner.

(d) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

(e) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

(f) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

(g) To subcontract any of the work performed by employees covered by this Agreement for reasons of economy or other legitimate business reasons provided the Union is consulted sixty (60) days in advance.

2.2. Limitations. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

2.3. Statutory Rights. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE 3
NON-DISCRIMINATION AND RESPECT

3.1. Discrimination Prohibited. In accordance with and to the extent of statute, no employee will be discriminated against on the basis of race, creed, color, national origin, sex, marital status, age, religious opinions or affiliation, handicaps, sexual or affectional orientation, or legal participation or non-participation in Union activities.

3.2. Respectful Treatment. It is understood that every employee, supervisor, and manager shall be treated in accordance with accepted standards of decency, courtesy, and respect.

ARTICLE 4
DEDUCTION OF UNION DUES AND REPRESENTATION FEES

4.1. Dues Checkoff. The Employer agrees to make payroll deductions of Union dues when authorized to do so by the employee on the appropriate form. The amount of such deductions shall be certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall remit the dues to the Union by the last 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. A copy of such list shall also be delivered to the Local President. Dues deductions for employees in the bargaining unit(s) shall not be made for any other employee organization.

4.2. Withdrawal of Dues Checkoff. In the event any employee withdraws his or her authorization for dues deduction by notice to the County Treasurer, such dues shall be halted as of July 1 next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52: 14-15.9e.

4.3. Deduction of Representation Fees. For all employees in the bargaining unit(s) who do not pay dues in accordance with Section 4.1 above, the Employer shall instead deduct a representation fee equal as certified by the Union pursuant to N.J.S.A. 34:13A-5.5 *et seq.*, to be remitted to the Union in the same manner as dues. In accordance with the aforementioned law and pursuant to the rules and regulations of the Public Employment Relations Commissions Appeal Board, the Union shall establish a demand-and-return system.

4.4. New Employees. In the case of new employees, deduction of the representation fee shall not take effect until thirty (30) days after the date of hire.

4.5. Employer Obligation. It is agreed that the Employer shall have no other obligation or liability, financial or otherwise, in connection with such fees, and that once the funds deducted are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union.

4.6. Hold Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this Article.

ARTICLE 5
HOURS OF WORK

5.1. Maintenance of Working Hours. The full-time base workweek, consisting of 32½ hours per week, shall be maintained. The regular work day shall be from 8:30 AM to 4:00 PM, Monday through Friday, with one hour off for lunch. Alternatively, employees may choose to work from 8:00 AM to 3:30 PM or 9:00 AM to 4:30 PM, provided the Employer determines that operations permit such scheduling. The Employer may also require employees in the Victim-Witness Unit to continue their present work schedules.

(a) Part-time employees will be assigned to work a portion of the regular full-time workweek. Those part-time employees who are assigned work schedules which are intended to average at least 30 paid hours per week or who have actually averaged at least 30 paid hours per week over a period of 26 weeks will not be involuntarily reduced below this threshold.

5.2. Meals and Breaks. Meal and break times shall be as follows:

(a) One hour for lunch and two fifteen-minute breaks, one in the morning and one in the afternoon.

(b) Lunch shall be taken between the hours of 11:30 AM and 2:00 PM, unless prior approval is received by the employee's immediate supervisor.

(c) Breaks shall be taken after 9:00 AM and before 3:00 PM.

5.3. Summer Hours. Where feasible, the Employer will allow the use of compressed workweeks during the summer in accordance with past practice.

ARTICLE 6
SALARIES AND WAGES

6.1. Salary Payments. The present bi-weekly schedule of paydays shall remain unchanged. General salary increases shall be granted to all employees as follows:

(a) Following ratification of this Agreement, each employee currently on the payroll will be placed on the correct scale shown in Salary Schedule A of Appendix I, on the next numbered step higher than his or her previous step, thereby resulting in a 2.0% across-the-board salary increase. This salary increase will be effective retroactively to January 1, 2012. Retroactive salary payments will also be made for all former employees who retired between January 1, 2012 and the date of the across-the-board adjustments. Employees hired after the across-the-board adjustments are issued for 2012 will be placed on step 1 of the appropriate scale in accordance with Section 6.2.

(b) As of January 1, 2013, each employee's salary will be adjusted to the respective scale of Schedule B, on the next numbered step higher than his or her previous step, thereby resulting in a 2.0% across-the-board salary increase.

(c) As of January 1, 2014, each employee's salary will be adjusted to the respective scale of Schedule C, on the next numbered step higher than his or her previous step, thereby resulting in a 2.0% across-the-board salary increase.

(d) Employees who exceed the top step of their respective salary scales shall receive the same percentage adjustments as provided to those on steps.

6.2. Salary Ranges and Increments. Each job classification shall be assigned a salary scale as shown in Appendix II or as otherwise agreed by the parties. The starting salary for each job classification shall be step 1 of the appropriate scale. Incremental or step increases shall be granted annually to all employees as of their established increment dates, except for those employees who are already at the highest step of their scale. Increment dates for new employees shall be the first day of the calendar quarter following the employee's anniversary of hire.

6.3. Longevity Payments. As of July 1 of each year, every employee whose salary has been at or above the maximum of his or her scale for one year or more is entitled to a lump-sum longevity payment as follows, provided the employee was hired prior to June 1, 2012:

(a) For employees with less than 15 years' service, the longevity payment shall be as shown in Column A of the longevity schedule in Appendix I, according to the employee's salary scale.

(b) For employees with at least 15 years' service, the longevity payment shall be as shown in Column B.

(c) For employees with at least 20 years' service, the longevity payment will be as shown in Column C.

Longevity payments will be issued to eligible employees no later than July 15 of each year. Employees hired on or after June 1, 2012 will not be eligible for longevity payments.

6.4. Part-Time Salaries and Wages. Part-time salaries or wages shall be calculated by using the hourly equivalent of the corresponding full-time salary figures.

6.5. Promotional Adjustments. Any employee promoted to a higher job classification shall be placed on the proper step of the salary schedule as follows:

(a) If promoted one scale, the employee will remain at the same step number.

(b) For every additional scale thereafter, the employee will move back one step.

(c) If the employee was at step 10 and would otherwise have been due a longevity payment within the next 12 months, he or she will be given one additional step on the new scale. In such case the employee will receive a longevity payment as previously scheduled only if the promotion does not exceed one scale.

(d) In addition to the above, if the promotion involves a change in the number of full-time working hours, the employee will receive a one-step increase if changing from 32.5 to 35 hours or from 35 to 40 hours. If the change is from 32.5 to 40 hours, the increase will be two steps. If there is a reduction in the number of working hours, there will be a corresponding decrease in the employee's step.

(e) In no case shall an employee be placed above the maximum step or below the minimum step.

6.6. Demotional Adjustments. Any employee demoted to a lower classification shall be placed on the proper step as follows: if demoted one scale, the employee will remain at the same step number; for each additional scale thereafter, the employee will move forward one step. In no case, however, shall an employee be placed above the maximum step or below the minimum step.

ARTICLE 7
CALL-IN PAY

7.1. Minimum Call-In Pay. Any employee who is called to work prior to his or her next scheduled work period shall be paid for not less than two hours of work plus one-half hour's pay for

commuting time, unless the call-in immediately precedes the employee's normal workday. In those cases where the call-in is not contiguous to the regular shift, the employee shall be compensated for mileage to and from home only for the most direct round-trip route. Employees who are contacted while off-duty and perform work over the telephone only, without coming to the work site, shall be paid for not less than one-half hour of work for each call; provided, however, that a continuation of a previous call shall not count as an additional call.

ARTICLE 8
OUT-OF-TITLE COMPENSATION

8.1. Pay for Out-of-Title Work. Any employee in the bargaining unit who is expressly assigned to work in a higher job classification shall be paid for such time as if temporarily promoted in accordance with Section 6.5. It is understood that such assignments shall be temporary in nature and shall not replace regular Civil Service selection procedures. An employee will be deemed to be working out of title if he or she is engaged in performing specific duties that are not encompassed by the Civil Service specification for his or her title, either directly or indirectly, but which are encompassed by a different title and which occupy such a portion of the employee's time during the work day as if he or she were classified in the other title.

ARTICLE 9
OVERTIME COMPENSATION

9.1. Compensation. Employees shall be compensated for overtime as follows:

(a) Employees who are required to work more than 40 hours net per week shall be paid time-and-a-half for all time worked in excess of 40 hours.

(b) Employees on a 32.5-hour workweek shall be compensated at straight time either in cash or compensatory time off, at the Employer's option, for the first 7.5 hours of overtime per week.

(c) Employees in positions that currently have a 35-hour workweek shall be paid at straight time for the first 5 hours of overtime per week. In lieu of cash, employees may elect compensatory time off if agreeable to the Employer.

9.2. Time Counted as Worked. Paid unworked time shall be considered as time worked for overtime compensation purposes. In addition, approved individual days of unpaid leave for Union business will also be considered as time worked for overtime purposes. There shall be no pyramiding of time or overtime.

9.3. Overtime Meal Payments. Employees who are required to work more than four hours overtime shall be entitled to meals at the Employer's expense while on overtime duty. The Employer will pay the following amounts for such meals: $9.00 for breakfast, $11.00 for lunch, and $15.00 for dinner. Payments shall be included in the employee's pay, or, if the employee chooses, shall be made in the form of a meal voucher when available.

9.4. Distribution of Overtime. Overtime work shall be offered as equitably as possible to employees in the appropriate job functions, utilizing a rotating overtime list whenever practicable. No employee shall be required to work overtime if other qualified employees in the appropriate job functions are available and willing to work. It is understood that the qualifications for performing the work are to be determined solely by the Employer, and where necessary all employees may be

required to work a reasonable amount of overtime. Overtime records shall be made available to the Union upon reasonable request.

9.5. Use of Compensatory Time Off. Employees shall be responsible for using compensatory time off with reasonable promptness, by no later than the end of the calendar year in which it is earned. However, employees shall be permitted to carry over compensatory time off for any of the following reasons:

(a) The time was earned in the month of December;

(b) The employee was prevented from using his or her comp time because of the pressure of County business or because of approved absence from duty;

(c) The employee's comp time balance is less than one full working day.

Employees who fail to use their accumulated comp time by the end of the calendar year, unless for a reason as specified above, shall have such comp time scheduled for them at the convenience of the Employer. Employees who resign in good standing with a balance of unused comp time shall be paid at their regular straight-time rate of pay for such time. Official comp time records shall be made available for inspection by employees upon reasonable request.

ARTICLE 10
TRAVEL EXPENSES

10.1. Mileage Reimbursements. The Employer agrees to reimburse employees who are required to use their personal vehicles for work in accordance with the standard mileage rate for business purposes as periodically determined by the Internal Revenue Service. Expenses incurred for tolls and parking fees shall likewise be reimbursed.

10.2. Meal Expenses. In the event any employee is required to travel outside Gloucester County in the course of employment, he/she will be reimbursed for necessary meal expenses at a maximum rate of $12.50 for breakfast, $17.50 for lunch, and 27.50 for dinner. Nothing herein shall preclude management from allowing a higher rate or including an in-county meal allowance at its sole discretion because of unusual circumstances.

10.3. Claims for Travel Expenses. Claims for reimbursement of travel expenses which total $25 or more over the course of a month will be submitted for payment no later than the end of the following month. All travel expenses will be submitted before the end of the year in which they were incurred, except that expenses incurred in the month of December may be submitted by January 30 of the following year. Failure to submit a timely claim may result in denial of reimbursement.

ARTICLE 11
EDUCATION AND TRAINING

11.1. Tuition and Fees. The Employer will reimburse employees for tuition and regular registration fees upon satisfactory completion of courses or seminars leading to advancement or improvement of skills in the employee's field or to maintain required licensure or certification, as determined by the Employer. The maximum reimbursement for each employee shall be $1,100 per year. Eligibility will be limited to employees who are regularly scheduled to work an average of at least 30 hours per week.

11.2. Submission of Requests. Requests for educational assistance shall be submitted to the Employer at least one month prior to enrollment whenever possible. The Employer will make every effort to respond within one month of the request, but in no event will be liable for any expenses incurred by an employee that have not been approved.

11.3. Payment for Additional Certifications. 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 fee for such certification or license, including renewal fees.

11.5. Training Costs. All necessary costs incurred for purposes of training required by the Employer will be paid by the Employer.

ARTICLE 12
HEALTH BENEFITS

12.1. Medical, Prescription, and Vision Care Benefits. The Employer will provide medical, prescription drug, and vision care benefits as follows to each eligible employee and his or her dependents:

(a) Medical coverage will be in accordance with the plans offered by the State Health Benefits Program as of the signing of this Agreement, except that the high-deductible plans shall not be available options. Co-pays, coinsurance, coverage limits, and exclusions shall not be materially changed. Covered employees who were enrolled in the QPOS5 plan prior to May 1, 2012 shall be entitled to a $5 reimbursement for each co-pay charged by a health care provider between May 1, 2012 and December 31, 2014 inclusive, upon submission of verification to the Employer.

(b) Prescription drug coverage will be in accordance with the Employee Prescription Drug Plan offered by the State Health Benefits Program as of the signing of this Agreement. Co-pays, coinsurance, coverage limits, and exclusions shall not be materially changed.

(c) Vision care will continue to be provided as a separate policy. Allowances for the following items shall be as indicated: examination, $30; frames, $20; single vision lenses, $30; bifocal lenses, $40; trifocal lenses, $50; lenticular lenses, $100; contact lenses, $200.

(d) For purposes of this section, eligible employees are understood to be all employees who are regularly assigned to a full-time workweek as defined by Section 5.1. In addition, the following employees who are otherwise considered part-time will be eligible:

(1) Employees who are guaranteed at least a 30-hour workweek;

(2) Employees who have actually worked at least 780 hours over a 26-week period (including time that would have been worked but was charged to paid leave instead);

(3) Employees hired prior to September 1, 2007 who are regularly scheduled to work an average of at least 20 hours per week.

12.2. Premium-Sharing. Employees will contribute toward the cost of health benefit coverage as required by law. Contributions will be made by payroll deduction on a pre-tax basis pursuant to a plan adopted under Section 125 of the Internal Revenue Code.

12.3. Temporary Disability Benefits. The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by employer-employee contributions as required by law.

12.4. Dental Insurance. The Employer shall continue to provide dental insurance for employees in accordance with the current indemnity plan. The same coverage shall be offered for dependants of employees. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, in accordance with the existing terms. Employees who elect to enroll in the dental plan organization may also enroll their dependents.

(a) Employees who do not have medical and prescription coverage pursuant to Section 14.1 above but receive dental coverage under this section for one or more dependents will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. The contributions will be $20 per month for two-party coverage and $30 per month for three-party coverage.

(b) Open enrollment periods for the dental plans will begin October 1 of each year, for the plan year beginning January 1.

12.5. Continuation of Coverage. Employees who terminate their employment or begin unpaid leaves of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

12.6. Post-Retirement Coverage. Insurance coverage will be provided to retirees as follows:

(a) The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years of credited service in the Public Employees' Retirement System, together with their dependents (including survivors). In addition, such coverage shall be continued for all employees who retire through PERS on a disability pension, together with their dependents or survivors.

(b) The Employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of credited service in the Public Employees' Retirement System, including at least seven years of service with the County. Such coverage shall be limited to employee and spouse (or surviving spouse) only.

(c) It is understood that the benefits provided to retired employees pursuant to subsections (a) and (b) above will be substantially the same as, or equivalent to, the benefits they would receive if still actively employed. Retirees will not be required to pay contributions toward the cost of their post-retirement coverage except as may be required by law.

(d) Insofar as permitted by law, employees may also continue any group health benefits that are not paid for by the Employer after retirement pursuant to subsections (a) or (b) above by paying the premium costs for such coverage themselves.

12.7. Change of Insurance Carrier. The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

12.8. Waiver of Benefits. Employees will be permitted to waive employer-provided coverage only upon furnishing proof of other coverage through a spouse's employer or other source. Waivers of coverage shall remain in effect unless the employee elects to re-enroll at the beginning of a subsequent plan year or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan as soon as possible.

12.9. Flexible Spending Accounts. The Employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125

of the Internal Revenue Code, for payment of unreimbursed medical or dependent care expenses. The terms of the plan will be subject to the approval of both the Union and the Employer.

ARTICLE 13
CREDIT UNION CHECKOFF

13.1. Credit Union. The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate credit union as authorized by *N.J.S.A.* 40A:9-17.

ARTICLE 14
VACATION

14.1. Vacation Accrual. All full-time employees shall be credited with vacation leave based on years of continuous service to the Employer as follows:

(a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) working day of vacation; all others hired prior to the 24th day of the month will earn one-half (1/2) working day of vacation. During the remainder of the first calendar year, each employee will earn one (1) additional working day of vacation for each additional full month of employment.

(b) Beginning with the second calendar year of employment, employees will be entitled to twelve (12) working days of vacation.

(c) Beginning with the year in which their 5th anniversary falls, employees will be entitled to fifteen (15) working days of vacation.

(d) Beginning with the year in which their 12th anniversary falls, employees will be entitled to twenty (20) working days of vacation.

(e) Beginning with the year in which their 20th anniversary falls, employees will be entitled to twenty-five (25) working days of vacation.

Annual allowances will be credited in hours (or fractions thereof) pursuant to Appendix IV.

14.2. Incremental Use and Pro-ration of Vacation Leave. Vacation leave may be used in whole days or in increments of one-half hour. Annual allowances will be pro-rated for part-time employees, and adjustments will be made on a pro-rata basis for employees who do not remain in pay status for the full year.

14.3. Vacation Carryover. Employees shall be permitted to carry over eight vacation days or fewer from one calendar year to the next, at their option. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of County business. All vacation leave carried over must be used in the succeeding calendar year.

14.4. Payment upon Termination of Employment. Upon the death of an employee, any earned vacation leave not used shall be calculated and paid to the estate. An employee retiring, or otherwise separating, shall be entitled to a pro-rata allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from the previous year will be included.

14.5. Scheduling of Vacation. Vacation scheduling shall be subject to the following provisions:

(a) The Employer shall provide a window period from January 1 through February 15, during which employees may (but shall not be required to) submit requests for vacation leave during the balance of the year. If, at the end of the window period, there is a conflict regarding the choice of available vacation days, employees who have submitted their requests during the window period shall be given preference according to seniority; provided, however, that in case of a tie in seniority, preference will be given to those requests which are submitted first.

(b) In case of a scheduling conflict which arises outside the window period, 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.

(c) If two or more requests are submitted simultaneously and there is a tie in seniority, preference will be determined according to employee ID number.

(d) If an employee believes he or she has been unfairly disadvantaged by exercise of the foregoing preferences, the matter will be referred for final resolution by a joint union-management committee established by the parties.

(e) It is understood in all cases that the scheduling of vacations must be approved by management and that approval shall be subject to legitimate operational needs. Management shall insure that vacation requests are acted upon promptly.

ARTICLE 15
HOLIDAYS

15.1. Specified Holidays. There shall be a minimum of fourteen (14) holidays per year in accordance with the schedule below:

New Year's Day	Independence Day	Thanksgiving Day
King's Birthday	Labor Day	Day after Thanksgiving
Washington's Birthday	Columbus Day	Christmas Day
Good Friday	Election Day	Personal Holiday
Memorial Day	Veterans' Day	

Employees shall be permitted to take their Personal Holiday in the same manner as administrative leave. Additional holidays shall be granted as legally mandated or by determination of the Employer. Holidays that fall on Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday.

15.2. Holiday Pay Status. To be eligible for holiday pay, an employee must be on active pay status and must have received payment for his last scheduled day before and first scheduled day after the holiday, or the employee must be on an unpaid Union leave.

15.3. Holiday Compensation. Employees shall be entitled to compensatory time off at straight time for work performed on non-premium holidays. Such compensatory time off shall be used within sixty (60) calendar days at a time mutually agreeable to the Employer and employee. Work performed on premium holidays (New Year's Day, Independence Day [July 4th], Thanksgiving, and Christmas Day) shall be compensated in cash at time-and-one-half for time worked in addition to straight-time pay for the holiday as such. Independence Day, Christmas Day and New Year's Day

shall be reckoned as the actual date on which they occur for purposes of determining the date of the premium holiday.

ARTICLE 16
SICK LEAVE

16.1. Sick Leave Accrual. All full-time employees shall be entitled to paid sick leave as follows, to be credited in hours (or fractions thereof) in accordance with Appendix IV:

(a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) sick day; all others hired prior to the 24th day of the month will earn one-half (½) sick day.

(b) During the remainder of the first calendar year, each employee will earn one (1) sick day for each additional month of employment.

(c) Thereafter, each employee will be credited with 15 sick days at the beginning of each calendar year in anticipation of continued employment, to be earned at the rate of one and one-quarter (1 1/4) days per month. Unused sick leave shall accumulate to the employee's credit from year to year. If an employee resigns or otherwise separates from employment, he or she will be liable for any paid sick leave which has been used in excess of the pro-rata entitlement for the year.

Sick leave for part-time employees shall be pro-rated.

16.2. Use of Sick Leave. Sick leave may be used in whole days or in increments of one-half hour, at the employee's regular rate of pay, in case of personal illness, accident, exposure to contagious disease, or on a short-term basis to care for a member of the employee's immediate family who is seriously ill. "Immediate family" shall consist of father, mother, step-father, step-mother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, step-child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legal ward or legal guardian, and any relative or domestic partner of the employee residing in the employee's household.

(a) An employee taking leave to care for a family member may choose whether to use paid sick leave as authorized above or to use unpaid leave as authorized by Article 20 of this Agreement, or to use a combination of such leaves.

16.3. Reporting of Absence on Sick Leave.

If an employee is absent for reasons that entitle the employee to sick leave, the appropriate supervisor or designee shall be notified one-half (½) hour prior to the employee's usual reporting time. Failure by the employee without sufficient cause to give the required notice may result in denial of sick leave and constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

16.4. Medical Verification. Should medical evidence be required under the circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. Although failure to produce medical verification shall not be considered a disciplinary offense *per se*, it is understood that such failure may result in denial of sick leave. Abuse of sick leave shall be cause for disciplinary action.

16.5. Substitution of Sick Leave. In the event an employee requires sick or bereavement leave while on an approved vacation or administrative leave, the employee shall be permitted to substitute such leave accordingly with appropriate verification.

16.6. Sick leave donation. Any employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow employees, subject to the following conditions:

(a) A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the employee has been unable to work for at least two months or is expected to be out of work for at least two months based on medical prognosis.

(b) An employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.

(c) An employee may donate up to 5 sick days to another employee provided he or she retains a balance of at least 40 sick days. An employee may donate up to 10 days provided he or she retains a balance of 80 days, or up to 15 days with a balance of 120 days.

(d) Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor employees on a pro-rated basis.

(e) No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

ARTICLE 17
MISCELLANEOUS PAID LEAVE

17.1. Administrative Leave. Employees shall be allowed two (2) days off with pay annually, except that employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first year of service. Except in cases of emergency, requests for administrative leave shall be submitted at least two (2) working days in advance to the appropriate department head. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered, or obstructed.

17.2. Emergency Excusals. In case of adverse weather or other emergency, the Employer may, at its discretion, excuse the employees from work without loss of pay.

(a) Employees who are required to work on such days while the rest of the work force is excused shall receive straight-time compensatory time off or cash at the option of the Employer for the time worked. Employees who are on leave or scheduled off in such cases shall not be entitled to any additional compensation as a result of emergency excusals.

(b) Employees who are not excused from work but are nonetheless prevented from getting to the job because of emergency conditions shall be permitted to use administrative leave, vacation, or compensatory time off, unless the Employer offers transportation to and from the job.

19.3. Jury Duty. Employees who are summoned for jury duty shall be excused from work without loss of pay for such time as may be needed. If an employee is dismissed from jury duty before the end of his or her shift, the employee shall be expected to return to work, unless expressly excused by the appropriate supervisor or department head. An employee who is excused from work shall be required to turn over to the Employer any per diem fee received for jury duty.

17.4. Disability Leave.

(a) In case of disability due to illness or injury as a result of, or arising from, an employee's job, the Employer shall provide paid disability leave as follows:

(1) Two (2) weeks at 100% of base pay;
(2) Twenty-four (24) weeks at 85% of base pay.

Employees shall not be required to use their regular sick leave in such cases, provided the insurance carrier has determined that the disability is job-related. In the event the employee receives periodic Workers' Compensation benefits, disability leave payments will be offset or reduced correspondingly to prevent duplication. After twenty-six (26) weeks of paid disability leave, employees who are so entitled will receive state-mandated Workers' Compensation benefits only.

(b) While on paid disability leave, the employee will accrue vacation and sick leave and will be covered by the health insurance provisions of this Agreement. In no event, however, shall the employee be entitled in any calendar year to more than fifty-two (52) weeks of paid leave inclusive of sick and vacation time. The employee will accrue clothing allowance on a pro-rated basis for the time actually worked during the year.

(c) Employees will be permitted time off without loss of pay for doctor's visits or therapy during the workday in connection with any compensable illness or injury.

17.5. Bereavement Leave.

(a) Employees covered under this Agreement shall suffer no loss of regular straight-time pay for absence due to death in the immediate family, up to a maximum of four (4) days annually.

(b) For purposes of this section, "immediate family" shall include the following relatives of the employee or the employee's spouse or domestic partner: father, mother, step-father, step-mother, grandmother, grandfather, grandchild, spouse, child, foster child, step-child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, first cousin, aunt, and uncle. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household.

(c) Sick leave may be utilized for bereavement in excess of the bereavement leave provided for in this section.

(d) Reasonable documentation of a death in the employee's immediate family should be produced by the employee if requested by the Employer. Although failure to produce documentation shall not be considered a disciplinary offense *per se*, it is understood that such failure may result in denial of bereavement leave.

ARTICLE 18
UNPAID LEAVES OF ABSENCE

18.1. Requests for Leave. Upon request, an employee may be granted a leave of absence without pay for up to six months where necessary for medical reasons, maternity or paternity, or for other reasons satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant. Requests for leave shall not be unreasonably denied. Upon returning from an approved leave, an employee shall be restored to his or her previous position or to an equivalent position.

(a) An employee requesting medical leave will be required to provide a medical certification to Human Resources explaining why leave is needed.

(b) Requests for leave shall be made at least two weeks in advance whenever possible. If two weeks' notice is not possible, the employee shall give notice as soon as practicable. Except in cases of emergency, requests shall be in writing. The Employer shall respond promptly in writing as well.

(c) When requesting leave, an employee shall specify the starting date and the anticipated date of return in so far as possible. If there is to be a change in the return date, the employee will be

responsible for notifying the Employer with reasonable promptness, but in no event less than two working days prior to the new return date, unless notice is waived by the Employer.

(d) Before returning to work, employees who are on leave because of their own illness or injury may be required to submit a certification from their health care provider verifying that they are able to resume working. Notice of this requirement will be given to each affected employee sufficiently in advance of the anticipated return date. Any medical inquiries made in connection with a return from leave shall be limited to the condition which occasioned the employee's leave, unless the Employer has an independent basis to believe the employee is unable to perform his or her essential functions.

18.2. Pregnancy Leave. Disability due to pregnancy shall be considered as any other disability in accordance with Federal law.

18.3. Family and Medical Leave. All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for the following purposes:

(a) childbirth;

(b) care of a newborn child, a newly adopted child, or a newly placed foster child;

(c) care of a parent, child or spouse with a serious health condition; or

(d) a serious health condition on the part of the employee.

In accordance with the FMLA, employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding 12 months (1,000 hours under the FLA) are entitled to 12 weeks of qualifying leave during a 12-month period (24-month period under the FLA). An employee's 12-month leave period shall be measured beginning with his or her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, 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.

18.4. Continuation of Health Benefits. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the state Family Leave Act or the federal Family and Medical Act shall have coverage continued by the Employer during such leave.

ARTICLE 19
UNION LEAVE

19.1. Leave for Union Activities. The Employer agrees to allow a total of twenty (20) days aggregate unpaid leave annually for all employees who are represented by the Union to participate in Union activities. Such days may be utilized in one-half day increments. All requests for Union leave must be submitted at least forty-eight (48) hours in advance, unless waived. Requests for union leave shall not be unreasonably denied.

19.2. Leave for Union Office. On request, the Employer shall allow six months unpaid leave for one employee designated by the Union to work in an elective or appointed Union position, provided the request is made at least twenty-one (21) days in advance. Such leaves shall be renewable for an additional six months, with the same notice requirement. Upon the expiration of such leave, full benefits shall be restored to the affected employees.

19.3. Release Time for Meetings with Management. No Union representative shall suffer a loss in pay while attending any jointly agreed Union-Employer meeting, or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time. This section is not intended to include time other than the regularly scheduled base work day.

ARTICLE 20
GRIEVANCE PROCEDURE

20.1. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as preventing an employee having a grievance from discussing the matter informally with any appropriate supervisor.

20.2. Contractual Grievances. The grievance procedure as set forth below shall apply only to grievances concerning alleged violations of this Agreement.

20.3. General Provisions.

(a) *Election of remedies.* In the event a dispute is appealed to the State Merit System Board, Division on Civil Rights, court, or other forum provided by law, the appellant (*i.e.*, employee and/or Union) shall not be entitled to pursue the matter to arbitration by means of the grievance procedure set forth herein.

(b) Formal grievances shall be presented through the Union, and an aggrieved employee shall be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance himself or herself at the lowest applicable level of the grievance procedure.

(c) A grievance must be filed within 21 calendar days after the occurrence giving rise to the grievance. Failure to file or advance a grievance within the prescribed time limits shall constitute forfeiture. However, time limits for filing or responding to grievances at any step may be extended by consent of the parties.

(d) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight-time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if this should require the union representative to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period.

(e) Grievances shall be initiated at the lowest step of the grievance procedure in which the management representative has authority to adjust the matter. Steps may also be waived in appropriate circumstances by agreement of the parties.

(f) Grievances processed through the steps of the grievance procedure as provided herein shall be in writing and signed by the grievant or Union representative. Responses shall also be in writing.

(g) All parties shall provide discovery upon request, with reasonable promptness.

20.4. Steps.

Step 1. The grievance shall be taken to the immediate supervisor, who shall make an effort to resolve the problem and respond within seven (7) calendar days.

Step 2. If the matter is not resolved at the previous level, the grievance may be submitted within fourteen (14) calendar days after receipt of management's response to the County Prosecutor or designee, who shall render a decision in writing within fourteen (14) calendar days thereafter. A copy of the Step 1 filing, together with a copy of the Step 1 response, if any, shall be furnished to the Prosecutor at his or her request. If requested by the Union, an informal conference will be provided prior to the decision of the Prosecutor or his designee, except that the Prosecutor may notify the parties to make written submissions in lieu of a conference if there is no material dispute over the facts.

Step 3. If the Union is not satisfied with the response to the grievance at the preceding step, demand for arbitration may be made by the Union within thirty (30) calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected through the Public Employment Relations Commission and pursuant to its procedures.

(a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement. A disciplinary grievance shall not be submitted for arbitration where a statutory right of appeal to the New Jersey Civil Service Commission is available.

(b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

(c) No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.

(d) It is understood that arbitration is limited to the four corners of the Agreement and the arbitrator is not to consider any past practice precedent.

(e) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.

(f) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the County and the Union. Any other expenses shall be paid by the party incurring them.

ARTICLE 21
DISCIPLINARY ACTIONS

21.1. Just Cause. All disciplinary actions shall be for just cause. Penalties for misconduct may consist of written reprimands, suspensions, fines, demotions, or discharge It is understood that demotions or discharges resulting from layoffs or Department of Personnel bumping procedures are not to be considered disciplinary actions. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

21.2. Disciplinary Charges. Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper. Employees may be disciplined for incompetence, inefficiency, or failure to perform assigned duties; insubordination; inability to perform assigned duties; chronic or excessive absenteeism or lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; misuse of public property; discrimination in regard to equal employment opportunity, including sexual harassment; and other sufficient cause.

21.3. Union Representation at Hearings. An employee is entitled to have Union-appointed representation at any disciplinary hearing. Employees who are required as witnesses at such hearings, as well as the union representative, shall suffer no loss of regular straight-time pay, provided every effort is made to keep the loss of working time to a minimum.

21.4. Weingarten Rights. An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer, shall be entitled to have a Union representative present during such questioning. This shall not apply to interviews which are intended only to provide counseling, information, or instruction.

21.5. Any employee who receives a preliminary notice of major disciplinary action pursuant to Department of Personnel rules shall be allowed ten days in which to request a departmental hearing.

21.6. Drug Testing.

(a) It is understood that all new employees are required to submit to a drug/alcohol test as a pre-condition of employment or re-employment. A positive result is the basis for dismissal or rejection for employment and is not subject to the grievance procedure.

(b) A current employee will be required to undergo drug testing if there is a reasonable suspicion of illegal drug use by the employee, which determination shall be made by the County Prosecutor, the First Assistant Prosecutor, the Chief of County Detectives, or the employee's immediate supervisor according to the following criteria:

(1) The employee manifests some physical signs or behavior indicating a reasonable basis for suspicion that the employee may be using drugs; or

(2) The employee's work product or activities have changed to such an extent that a reasonable basis exists for believing that he/she may be using drugs; or

(3) Other reasonable basis exists for suspecting illegal drug use.

(c) The following procedures shall be utilized with respect to drug testing:

(1) The results of any drug test shall remain confidential;

(2) Sample collection and testing shall be performed by qualified medical laboratory personnel;

(3) Any positive test shall be subject to confirmation by a second test using gas chromatography/mass spectrometry or another comparable method;

(4) The testing laboratory shall furnish to the Employer a description of its methodology, preserve any positive specimens, and document the chain of custody.

(d) Employees who test positive for illegal drug use shall be subject to discipline, up to and including termination.

(e) Drug testing shall be done as confidentially as possible and with respect for the dignity of employees. Employees will be entitled to have a union representative present for any drug test.

ARTICLE 22
PERSONNEL RECORDS

22.1. Personnel Records and Notices. Upon reasonable prior request, the non-confidential personnel records of any employee shall be open to the inspection of the employee. Any such review shall be done in the presence of the employee's immediate supervisor or his designee. Copies of the

contents shall be available upon request. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.

22.2. Disciplinary Records. An employee will be given a copy of any disciplinary document which is placed in the employee's non-confidential official personnel record file.

22.3. Furnishing of Personnel Information to the Union. The Employer will furnish to the Union on a monthly basis a listing of all new hires, terminations, title changes, out-of-title assignments, and transfers from one department to another within the bargaining unit(s). Upon reasonable prior request, the Employer will also furnish to the Union a list of home addresses for employees represented by the Union.

ARTICLE 23
SENIORITY AND BREAKS IN SERVICE

23.1. Resignations. Employees who resign will give two weeks' notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice. An employee may be permitted to rescind his or her resignation for good cause within seventy-two (72) hours after submission.

23.2. Seniority Defined. Seniority will be defined as length of employment for the same jurisdiction, beginning with the employee's date of hire, without actual interruption due to resignation, retirement, or removal. Employees who resign in good standing and are subsequently rehired within sixty (60) days will be considered to have no interruption in continuous service.

ARTICLE 24
JOB OPENINGS

24.1. Posting. All job openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days prior to filling such opening. However, such posting shall not be required in the case of regular appointments to be made from certifications issued by the New Jersey Department of Personnel. Employees may apply for posted positions within the five (5) working days. Nothing herein shall restrict the Employer's right to assign work on an interim basis.

24.2. Promotional Criteria. The Employer reserves sole determination to make promotional appointments. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time, to be determined by the Employer. When qualifications are substantially equal, the Employer will consider seniority before making the appointment.

ARTICLE 25
LAYOFFS

25.1. Notice of Layoffs. The Employer agrees that the Union shall be given advance written notification if lay-offs are anticipated, stating the reasons for such action. Lay-offs shall be in accordance with Department of Personnel rules and regulations, where applicable.

25.2. Rights of Provisional and Unclassified Employees. Provisional and unclassified employees who have been employed for more than ninety (90) days shall be entitled to twenty-one (21) days' notice in the event of layoff and shall be laid off and recalled on the basis of "last in, first out" per job title. In the event openings become available, laid-off employees will be eligible for recall in reverse order of layoff for a period of one (1) year from separation.

25.3. Severance Payments. Any employee who is laid off shall be entitled to a severance payment equal to three weeks of the employee's regular pay.

ARTICLE 26
HEALTH AND SAFETY

26.1. Health and Safety Committee. There shall be a Health and Safety Committee composed of two (2) members selected by the Employer and two (2) selected by the Union. The committee shall meet to discuss substantive problems that may arise from time to time regarding health and safety concerns. In the event the Employer schedules a meeting of the Health and Safety Committee during working hours, employee members of the Committee shall suffer no loss of regular straight-time pay.

26.2. Legal Mandates. Statutory and regulatory mandates regarding occupational and environmental health and safety incumbent upon the Employer shall continue to be observed.

26.3. Safe and Healthy Workplace. The Employer agrees to provide a safe and healthy workplace in accordance with accepted standards and regulations.

26.4. 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 27
BULLETIN BOARDS

27.1. Furnishing of Union Bulletin Boards. Reasonable space will be provided by the Employer for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Union use.

ARTICLE 28
SUPPLEMENTAL COMPENSATION FOR RETIREES

28.1. Payments upon Retirement. Upon retiring on pension, an employee shall be eligible for a one-time supplemental payment based on the number of unused sick days remaining to the employee's credit.

28.2. Calculation of Payment to Retirees. The supplemental payment for retirees will be calculated as follows:

(a) The number of unused sick days will be divided in half;

(b) The result in (a) will be multiplied by the value of a day's pay for the employee at retirement;

(c) The resulting figure will constitute the supplemental payment, except that in no case shall such payment exceed $15,000.

ARTICLE 29
EVALUATIONS

29.1. Periodic Evaluation. Each employee may be evaluated in writing at least once per year as management may deem necessary or as required by Department of Personnel rules and regulations or other such legal mandates. Nothing herein is intended to preclude corrective action by the Employer at any time management considers it necessary.

29.2. Evaluation Criteria. Employees shall be informed of evaluation criteria as soon as developed by the Employer and informed of any subsequent changes in evaluation criteria.

29.3. Review of Evaluation. The completed evaluation shall be shown to the employee for review, and such employee shall affix his/her signature. Such signature shall not indicate agreement or disagreement with the contents of the evaluation. A copy will be furnished to the employee concerned.

29.4. Conference. If requested, the appropriate supervisor shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

29.5. Reconsideration and Exceptions. If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the official record.

29.6. Appeals. Appeal of the evaluation may be made through the grievance procedure, except that final and binding determination shall reside with the County Prosecutor. If the evaluation is a primary or contributing factor in any adverse action, the employee shall have such appeal rights as provided by law or this Agreement.

ARTICLE 30
MAINTENANCE OF OPERATIONS

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

30.2. Job Actions Prohibited. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike, work stoppage, slowdown, walkout or other job action against the Employer during the term of this Agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

30.3. Judicial Relief. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE 31
INDEMNIFICATION

31.1. Tort Claims. Any employee who is required to pay damages as a result of any tort claims arising out of and in the course of his/her employment shall be entitled to indemnification by the Employer as provided by *N.J.S.A.* 59:10-4.

ARTICLE 32
OUTSIDE EMPLOYMENT

32.1. Notification of Outside Employment. Employees must annually notify the Employer of any outside employment. The Employer may prohibit employees from accepting or continuing any outside employment which constitutes a conflict with the discharge of the employee's duties.

ARTICLE 33
SEVERABILITY AND SAVINGS

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

ARTICLE 34
FULLY-BARGAINED CLAUSE

34.1. Integration of Agreement. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

34.2. Modification. 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.

34.3. Reopener. Upon ratification of this Agreement, the parties shall open negotiations concerning upgrades for such job titles as either party may propose. In addition, the parties shall reopen negotiations at the request of either party with regard to the subjects set forth in the settlement agreement.

ARTICLE 35
TERM OF AGREEMENT

35.1. Effective Dates. This Agreement shall be effective immediately on the date of signing below and shall continue in full force and effect through December 31, 2014. The parties shall commence negotiations on a successor Agreement pursuant to regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 19 day of Sept, 2012.

FOR THE UNION

Richard A Dann

Cornelius A O'Brien

Suzanne Woznick

FOR THE EMPLOYER

Sean F. Dalton, Prosecutor

Robert M. Dammringer, Freeholder Director

APPENDIX I
SALARY SCHEDULE A
(Effective January 1, 2012)

Scale	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
01	871.43	28,176	29,048	29,919	30,790	31,662	32,533	33,405	34,276	35,148	36,019	36,890
02	906.40	29,307	30,213	31,120	32,026	32,933	33,839	34,745	35,652	36,558	37,465	38,371
03	943.06	30,492	31,435	32,378	33,322	34,265	35,208	36,151	37,094	38,037	38,980	39,923
04	981.40	31,732	32,713	33,695	34,676	35,658	36,639	37,620	38,602	39,583	40,565	41,546
05	1,021.76	33,037	34,059	35,081	36,102	37,124	38,146	39,168	40,189	41,211	42,233	43,255
06	1,064.15	34,407	35,472	36,536	37,600	38,664	39,728	40,792	41,856	42,921	43,985	45,049
07	1,108.73	35,849	36,958	38,066	39,175	40,284	41,393	42,501	43,610	44,719	45,827	46,936
08	1,155.46	37,360	38,515	39,671	40,826	41,982	43,137	44,292	45,448	46,603	47,759	48,914
10	1,204.54	38,947	40,151	41,356	42,560	43,765	44,969	46,174	47,379	48,583	49,788	50,992
11	1,255.89	40,607	41,863	43,119	44,375	45,630	46,886	48,142	49,398	50,654	51,910	53,166
12	1,309.99	42,356	43,666	44,976	46,286	47,596	48,906	50,216	51,526	52,836	54,146	55,456
13	1,366.63	44,188	45,554	46,921	48,287	49,654	51,021	52,387	53,754	55,121	56,487	57,854
14	1,426.30	46,117	47,543	48,970	50,396	51,822	53,248	54,675	56,101	57,527	58,954	60,380
15	1,489.03	48,145	49,634	51,123	52,612	54,101	55,590	57,079	58,568	60,057	61,546	63,035
16	1,554.69	50,268	51,823	53,378	54,933	56,487	58,042	59,597	61,151	62,706	64,261	65,815
17	1,623.85	52,504	54,128	55,752	57,376	59,000	60,624	62,248	63,871	65,495	67,119	68,743
18	1,696.25	54,845	56,542	58,238	59,934	61,630	63,327	65,023	66,719	68,415	70,112	71,808
19	1,772.14	57,299	59,071	60,843	62,616	64,388	66,160	67,932	69,704	71,476	73,248	75,021
20	1,852.22	59,888	61,741	63,593	65,445	67,297	69,149	71,002	72,854	74,706	76,558	78,411
21	1,935.94	62,595	64,531	66,467	68,403	70,339	72,275	74,211	76,147	78,083	80,019	81,955
22	2,024.10	65,446	67,470	69,494	71,518	73,542	75,566	77,590	79,615	81,639	83,663	85,687
23	2,116.63	68,438	70,554	72,671	74,788	76,904	79,021	81,138	83,254	85,371	87,487	89,604
24	2,213.51	71,570	73,784	75,997	78,211	80,424	82,638	84,851	87,065	89,278	91,492	93,705
25	2,315.81	74,878	77,194	79,509	81,825	84,141	86,457	88,773	91,088	93,404	95,720	98,036
26	2,422.63	78,332	80,754	83,177	85,600	88,022	90,445	92,868	95,290	97,713	100,13	102,558
27	2,534.84	81,960	84,495	87,030	89,564	92,099	94,634	97,169	99,704	102,23	104,77	107,308

SALARY SCHEDULE B
(Effective January 1, 2013)

Scale	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
01	888.86	27,851	28,740	29,629	30,517	31,406	32,295	33,184	34,073	34,962	35,850	36,739	37,628
02	924.53	28,969	29,893	30,818	31,742	32,667	33,591	34,516	35,440	36,365	37,289	38,214	39,138
03	961.92	30,140	31,102	32,064	33,026	33,988	34,950	35,912	36,874	37,836	38,798	39,759	40,721
04	1,001.03	31,366	32,367	33,368	34,369	35,370	36,371	37,372	38,373	39,374	40,375	41,376	42,377
05	1,042.20	32,656	33,698	34,740	35,782	36,824	37,867	38,909	39,951	40,993	42,035	43,078	44,120
06	1,085.43	34,010	35,096	36,181	37,266	38,352	39,437	40,523	41,608	42,694	43,779	44,864	45,950
07	1,130.90	35,435	36,566	37,697	38,828	39,959	41,090	42,220	43,351	44,482	45,613	46,744	47,875
08	1,178.57	36,928	38,107	39,286	40,464	41,643	42,821	44,000	45,178	46,357	47,535	48,714	49,893
10	1,228.63	38,497	39,726	40,954	42,183	43,412	44,640	45,869	47,097	48,326	49,555	50,783	52,012
11	1,281.00	40,138	41,419	42,700	43,981	45,262	46,543	47,824	49,105	50,386	51,667	52,948	54,229
12	1,336.19	41,867	43,203	44,540	45,876	47,212	48,548	49,884	51,220	52,557	53,893	55,229	56,565
13	1,393.96	43,677	45,071	46,465	47,859	49,253	50,647	52,041	53,435	54,829	56,223	57,617	59,011
14	1,454.82	45,584	47,039	48,494	49,949	51,404	52,859	54,313	55,768	57,223	58,678	60,133	61,587
15	1,518.81	47,589	49,108	50,627	52,146	53,665	55,183	56,702	58,221	59,740	61,259	62,777	64,296
16	1,585.79	49,688	51,274	52,860	54,445	56,031	57,617	59,203	60,789	62,374	63,960	65,546	67,132
17	1,656.33	51,898	53,555	55,211	56,867	58,524	60,180	61,836	63,493	65,149	66,805	68,462	70,118
18	1,730.17	54,212	55,942	57,672	59,403	61,133	62,863	64,593	66,323	68,054	69,784	71,514	73,244
19	1,807.58	56,638	58,445	60,253	62,060	63,868	65,675	67,483	69,291	71,098	72,906	74,713	76,521
20	1,889.26	59,197	61,086	62,975	64,865	66,754	68,643	70,532	72,422	74,311	76,200	78,090	79,979
21	1,974.66	61,873	63,847	65,822	67,797	69,771	71,746	73,721	75,695	77,670	79,645	81,619	83,594
22	2,064.58	64,690	66,755	68,819	70,884	72,948	75,013	77,078	79,142	81,207	83,271	85,336	87,401
23	2,158.97	67,648	69,807	71,966	74,124	76,283	78,442	80,601	82,760	84,919	87,078	89,237	91,396
24	2,257.78	70,744	73,002	75,259	77,517	79,775	82,033	84,291	86,548	88,806	91,064	93,322	95,579
25	2,362.12	74,013	76,375	78,737	81,100	83,462	85,824	88,186	90,548	92,910	95,272	97,634	99,997
26	2,471.09	77,427	79,898	82,370	84,841	87,312	89,783	92,254	94,725	97,196	99,667	102,138	104,609
27	2,585.54	81,014	83,599	86,185	88,770	91,356	93,941	96,527	99,112	101,69	104,28	106,869	109,455

SALARY SCHEDULE C
(Effective January 1, 2014)

Scale	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
01	906.63	27,501	28,408	29,314	30,221	31,128	32,034	32,941	33,848	34,754	35,661	36,568	37,474	38,381
02	943.02	28,605	29,548	30,491	31,434	32,377	33,320	34,263	35,206	36,149	37,092	38,035	38,978	39,921
03	981.16	29,762	30,743	31,724	32,705	33,687	34,668	35,649	36,630	37,611	38,592	39,573	40,555	41,536
04	1,021.05	30,972	31,993	33,014	34,035	35,056	36,077	37,098	38,119	39,140	40,161	41,182	42,203	43,225
05	1,063.04	32,246	33,309	34,372	35,435	36,498	37,561	38,624	39,687	40,750	41,813	42,876	43,939	45,002
06	1,107.14	33,583	34,690	35,797	36,905	38,012	39,119	40,226	41,333	42,440	43,547	44,655	45,762	46,869
07	1,153.52	34,990	36,144	37,297	38,451	39,604	40,758	41,911	43,065	44,218	45,372	46,525	47,679	48,832
08	1,202.14	36,465	37,667	38,869	40,071	41,273	42,475	43,678	44,880	46,082	47,284	48,486	49,688	50,890
10	1,253.20	38,014	39,267	40,520	41,773	43,027	44,280	45,533	46,786	48,039	49,293	50,546	51,799	53,052
11	1,306.62	39,634	40,941	42,247	43,554	44,861	46,167	47,474	48,781	50,087	51,394	52,700	54,007	55,314
12	1,362.91	41,342	42,704	44,067	45,430	46,793	48,156	49,519	50,882	52,245	53,608	54,971	56,334	57,696
13	1,421.84	43,129	44,551	45,973	47,395	48,816	50,238	51,660	53,082	54,504	55,926	57,347	58,769	60,191
14	1,483.92	45,012	46,496	47,980	49,464	50,948	52,432	53,916	55,400	56,884	58,367	59,851	61,335	62,819
15	1,549.18	46,992	48,541	50,090	51,639	53,189	54,738	56,287	57,836	59,385	60,935	62,484	64,033	65,582
16	1,617.50	49,064	50,682	52,299	53,917	55,534	57,152	58,769	60,387	62,004	63,622	65,239	66,857	68,474
17	1,689.45	51,247	52,936	54,626	56,315	58,005	59,694	61,383	63,073	64,762	66,452	68,141	69,831	71,520
18	1,764.78	53,532	55,296	57,061	58,826	60,591	62,355	64,120	65,885	67,650	69,415	71,179	72,944	74,709
19	1,843.73	55,927	57,770	59,614	61,458	63,301	65,145	66,989	68,833	70,676	72,520	74,364	76,208	78,051
20	1,927.05	58,454	60,381	62,308	64,235	66,162	68,089	70,016	71,943	73,870	75,797	77,724	79,651	81,578
21	2,014.15	61,096	63,110	65,124	67,138	69,153	71,167	73,181	75,195	77,209	79,223	81,237	83,252	85,266
22	2,105.87	63,878	65,984	68,090	70,196	72,302	74,407	76,513	78,619	80,725	82,831	84,937	87,043	89,149
23	2,202.14	66,798	69,001	71,203	73,405	75,607	77,809	80,011	82,213	84,416	86,618	88,820	91,022	93,224
24	2,302.94	69,856	72,159	74,462	76,765	79,068	81,370	83,673	85,976	88,279	90,582	92,885	95,188	97,491
25	2,409.37	73,084	75,493	77,903	80,312	82,722	85,131	87,540	89,950	92,359	94,768	97,178	99,587	101,997
26	2,520.51	76,455	78,976	81,496	84,017	86,537	89,058	91,578	94,099	96,619	99,140	101,660	104,181	106,701
27	2,637.25	79,997	82,634	85,271	87,908	90,546	93,183	95,820	98,457	101,09	103,73	106,369	109,006	111,644

LONGEVITY SCHEDULE
(2012 – 2014)

Scale	A	B	C
01	854	1,139	1,424
02	889	1,185	1,481
03	925	1,233	1,541
04	962	1,283	1,604
05	1,002	1,336	1,670
06	1,043	1,391	1,739
07	1,087	1,449	1,812
08	1,133	1,510	1,888
10	1,181	1,575	1,968
11	1,231	1,642	2,052
12	1,284	1,712	2,141
13	1,340	1,786	2,233
14	1,398	1,864	2,331
15	1,460	1,946	2,433
16	1,524	2,032	2,540
17	1,592	2,123	2,653
18	1,663	2,217	2,772
19	1,737	2,317	2,896
20	1,816	2,421	3,027
21	1,898	2,531	3,163
22	1,984	2,646	3,307
23	2,075	2,767	3,459
24	2,170	2,893	3,617
25	2,270	3,027	3,784
26	2,375	3,167	3,959
27	2,485	3,314	4,142

APPENDIX II
TITLES AND SCALES

03	Account Clerk
13	Administrative Clerk
13	Administrative Secretary
15	Advocate Victim-Witness Program
02	Clerk 1
04	Clerk 2*
06	Clerk 3
02	Clerk Transcriber
02	Keyboarding Clerk 1*
04	Keyboarding Clerk 2*
04	Keyboarding Clerk 2 Bilingual in Spanish & English
07	Keyboarding Clerk 3
10	Communications Officer
06	Community Relations Aide*
11	Community Relations Specialist Law Enforcement
21	Coordinator of Nurse Examiners (Victims of Sexual Assault Program)**
17	County Victim-Witness Coordinator
03	Data Entry Machine Operator
10	Legal Secretary
15	Paralegal Specialist
08	Principal Account Clerk
07	Principal Clerk Transcriber
08	Principal Data Entry Machine Operator
11	Principal Legal Stenographer
16	Prosecutor's Agent (Media Relations Director)
13	Prosecutor's Agent (Trial Aide)
11	Secretarial Assistant
05	Senior Account Clerk
04	Senior Clerk Transcriber
08	Senior Community Relations Aide
05	Senior Data Entry Machine Operator
07	Senior Legal Stenographer

*May be part-time in Victim-Witness Unit

**May be part-time (31 hours per week)

APPENDIX III
CALCULATION OF EMPLOYEE LEAVE

A. Conversion of Sick and Vacation Leave to Hours

Sick leave and vacation leave are to be credited to employees in hours (or fractions thereof), thus requiring that the allotments specified in Sections 14.1 and 16.1 be converted from days to hours in order to determine an employee's entitlement. For purposes of this computation, a "day" in the case of full-time employees is equivalent to one-fifth of the employee's base workweek as set forth in Sec. 5.1. In the case of part-time employees, a "day" is equivalent to one-fifth of the regular or average workweek.

Example 1: If the employee's base workweek is 40 hours, a "day" is equal to eight hours. Fifteen days of sick leave would therefore be equal to 120 hours.

Example 2: If the employee averages 24 paid hours per week, a "day" would be equal to 4.8 hours. Fifteen days of sick leave would therefore be equal to 72 hours.

Note: This method of calculation also pro-rates the amount of annual leave earned for part-time service.

B. Adjustment of Sick and Vacation Leave for Employees Who Are Not in Pay Status for a Full Year

Although credited to an employee in advance, sick and vacation leave are earned month by month on a pro-rata basis. For example, an employee who is entitled to 15 sick days for the year will earn them at the rate of 1.25 days per month. If an employee terminates during the year or uses unpaid time off, the employee's sick and vacation leave credit will be adjusted in accordance with the following rules:

(1) If an employee is in pay status for at least 23 calendar days in a given month, there will be no reduction in the amount of leave earned for that month.

(2) If the employee is in pay status for at least 8 calendar days in a given month but less than 23 days, the employee will earn one-half of the full monthly share.

(3) If the employee is in pay status for fewer than 8 calendar days in a given month, the employee will earn no sick or vacation for that month.

(4) "In pay status" is understood to mean currently employed and not on unpaid leave or suspension without pay.