

**AGREEMENT**

**BETWEEN**

**SALEM COUNTY PROSECUTOR**

**AND**

**SALEM COUNTY PROSECUTOR'S  
SUPERIOR  
OFFICERS ASSOCIATION**

**EFFECTIVE JANUARY 1, 2004  
THROUGH DECEMBER 31, 2005**

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## **PREAMBLE**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Salem County Prosecutor, hereinafter called the "Employer", and the Salem County Prosecutor's Superior Officers Association, hereinafter called the "Association" and the Salem County Board of Chosen Freeholders, hereinafter called the "Funding Agent", has as its purpose the promotion of harmonious relations between the Association and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE I**

### **RECOGNITION**

The Employer hereby recognizes the Salem County Prosecutor's Superior Officers Association as the exclusive bargaining agent for all employees in the bargaining unit, including the titles of Lieutenant Detective and Lieutenant Investigator and Sergeant, hereinafter defined for the purpose of collective bargaining and all other activities relative thereto, pursuant to the Public Employer/Employees Relations Act of the State of New Jersey and all other applicable law. However, excluded from this bargaining unit shall be the Prosecutor, Assistant Prosecutor, Chief of Detectives, Detectives and Investigators, Craft Employees, White Collar employees not included above, Blue Collar employees, Police Officers not included above, managerial executives and supervisors not included above.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

A. The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by applicable State and Federal laws; including but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities, which the Employer has not expressly modified or restricted by a specific provision of this Agreement;
2. The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work operational functions, and maintenance of the facilities and equipment of the Employer;
3. To reprimand, suspend, discharge or otherwise discipline employees for cause;
4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work;

5. To determine the number of employees and the duties to be performed;
  6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department operation or service;
  7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Employer;
  8. To determine the number, location and operation of divisions, departments, units and all other work groups of the Employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
  9. To make or change Employer rules, regulations, policies and resolutions consistent with the specific terms and provisions of this Agreement. Any promulgation or change in the rules, regulations, policies or resolutions that clearly change the terms and provisions of this Agreement, will be submitted to the Association for review at least fifteen (15) days before such change or promulgation is implemented. If the Union wishes to comment on the promulgation or change, such comment should be submitted to the appropriate Employer agent at least five (5) days before the implementation of the promulgation or change.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, shall only be limited by the language of this clause, and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated, it being specifically understood, however, that the foregoing shall not be exercised, promulgated or implemented in such a way as to abrogate the rights of employees as provided for in this contract or as provided for in law.
- C. 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 III**

#### **NO STRIKE CLAUSE**

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

B. The bargaining agent and the employees covered by this Agreement covenant and agree that during the terms of this Agreement neither the bargaining agent nor any members of the bargaining agent, or any member of the bargaining unit will cause, authorize, or support any strike, work stoppage, slowdown, walkout or other job action against the Employer.

C. The bargaining agent agrees that it will do everything in its power to actively discourage any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slow-down, walkout or other job action, participation in any such activity by an employee covered by this Agreement may be deemed grounds for discipline of such employee or employees, subject however, to the Grievance Procedure contained herein.

#### **ARTICLE IV**

##### **STANDARD OPERATING PROCEDURES**

A. The Employer and the Association agree that the Employer may, at its discretion, promulgate and maintain standard operating procedures. This manual may include, but is not limited to, standards of work performance, standards and methods of performance evaluation, rules, regulations, and policies regarding the daily operation of the Prosecutor's Office insofar as it applies to the employees in the Association.

B. In the promulgation and maintenance of the standard operating procedures, and in any future changes and amendments in the content of the manual, the Employer shall consult with the Association. However, the Prosecutor retains the right to implement such rules and standard operating procedures at his/her sole discretion.

#### **ARTICLE V**

##### **FULLY-BARGAINED CLAUSE**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. 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 this Agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this Agreement.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. Purpose

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

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of Detectives and having the grievance adjusted without the intervention of the Association.

#### B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of the Agreement and may be raised by an individual, the Association at the request and on behalf of an individual or group of individuals.

#### C. Procedural Definitions

1. "Day" means a day when County offices are open for business.
2. "Party in Interest" is a person, agent or agency with an interest in the grievance.
3. "Representative" is a person or agent designated to represent either party in this procedure.

#### D. Procedural Guidelines

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a Union representative at all levels of the procedure.

5. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.

6. Failure by the Employer to issue a decision within the specified time limits shall render the grievance advanced to the next level.

7. The time limits set forth in any step of the grievance procedure may be waived by mutual consent of both parties.

8. Forms for grievance processing shall be developed between the parties and shall be mutually agreed to by the parties and distributed on an "as needed" basis by either party.

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

10. Notice of hearing shall be given to the grievant at least five (5) days in advance and such hearings shall be held on mutually agreeable premises.

11. All evidence submitted under this procedure by either party must be submitted prior to Step 2 of the Grievance Procedure. If evidence is submitted after Step 2, either at the employer level or at the arbitration level, in arbitratable matters, it shall be excluded from the hearing.

12. If either party violates the procedural aspects of this agreement, a procedural violation of the terms of the agreement shall constitute a bar to presenting any grievance to arbitration.

#### **E. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, in its entirety unless any step is waived by mutual consent:

#### **STEP ONE**

A grievance to be considered under this procedure, must be initiated by the grievant within ten (10) days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance.

Any employee covered by this Agreement who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. All grievances must be submitted in writing.



## **STEP TWO**

If the grievance is not resolved within ten (10) working days after it is submitted at Step One, the employee may appeal the grievance in writing to the County Prosecutor.

## **STEP THREE**

A. If the grievance has not been settled through Steps One and Two, either party may submit the grievance to final and binding arbitration ten (10) working days after the determination made by the County Prosecutor.

B. The Arbitrator shall be selected pursuant to the rules and regulations of the Public Employer Relations Commission of the State of New Jersey (P.E.R.C.). After an Arbitrator is mutually selected pursuant to these procedures, the Arbitrator shall contact the parties individually and directly to schedule a hearing date acceptable to both parties.

C. The Arbitrator shall be bound by the provisions of this Agreement and shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement.

D. The decision of the Arbitrator shall be final and binding.

E. The Arbitrator cannot make any recommendations that are contrary to the authority of the County Prosecutor as provided in the New Jersey statutes.

F. The cost for the services of the Arbitrator shall be borne equally by the Employer and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

## **ARTICLE VII**

### **HOURS AND OVERTIME**

A. Commencing July 1, 2004 all members of this bargaining unit, the workweek shall be eight hours per day, forty hours per week. All articles in this CBA are based upon the (8) hour workday. Each employee is entitled to a thirty (30) minute break each day, as working conditions warrant.

B. Each employee in the bargaining unit shall be on call twenty-four (24) hours per day, seven (7) days per week.

C. Any employee, holding the title of Sergeant, in the bargaining unit who works overtime shall be compensated for that overtime based on the following schedules:

1. Overtime shall be paid at 1 ½ (one and one-half) times such employee's prevailing hourly wage rate for time worked in excess of 8 (eight) hours on a regularly scheduled work day, OR in excess of 40 (forty) hours in a regularly scheduled work week, OR any time worked on a Saturday, Sunday, or on scheduled time off from a regular work day.

2. Overtime shall be paid at two (2) times such employee's prevailing hourly wage rate for: (a) the seventh (7th) consecutive day of full time work (hours must be actually worked to count); and (b) any time worked on a holiday.

3. All other overtime shall be paid at such employee's straight time hourly wage rate.

D. Call In – If such an employee is called in to assume duty beyond the regularly scheduled work day, such employee shall be compensated for three (3) hours at the employee's straight time rate, in addition to any overtime compensation for that employee, pursuant to the provisions of paragraph C of this article.

1. Such employee is "Called-in" when that employee is required by his/her supervisor or by the immediate necessity of the assignment, to assume active duty, without receiving at least 24 hours notice in advance of such assignment.

2. Such employee, at his/her discretion, may choose to be compensated for an amount of overtime earned, as per paragraphs C and D above, with compensatory time instead of monetarily, with prior approval of the employer.

3. All overtime remuneration shall be paid on a pay period basis as earned and shall be submitted to the Prosecutor on properly completed vouchers.

4. No overtime will be awarded for hours spent by such employees of the bargaining unit in overnight schools or in overnight extraditions proceedings, which includes travel time in the above.

E. Any employee holding the title of Lieutenant will receive overtime compensation at that individual's hourly rate, or grant specific hourly rates, for overtime worked, only when the overtime compensation is funded by a state or federal funding source, which does not require a local match.

1. In the event an employee in the unit receives a temporary promotion to the title of Acting Lieutenant, such employee will be entitled to overtime compensation and call-in compensation as set forth in Paragraphs C and D of this Article based on his/her hourly rate.

## ARTICLE VIII

### COMPENSATION

Upon the signing date of this Contract, each existing Sergeant and Lieutenant will be paid at the rates indicated below:

<b>TITLE</b>	<b>Starting Rates*</b>	<b>1/1/04</b>	<b>7/1/04</b>	<b>1/1/05</b>
Starting Sgt.	\$58,490	\$61,186	\$71,203	\$76,408
Sgt (12 months +)	\$60,490	\$63,186	\$73,203	\$78,408
Starting Lt	\$74,618	\$77,314	\$87,331	\$92,536
Lt. ( 12 months +)	\$76,618	\$79,314	\$89,331	\$94,536

\*These amounts include \$2,000 per employee of the unit (except for two current SOA members who have already attained this salary level) as a one-time lump sum payment to compensate for provisions bought out of this CBA.

All newly hired Sergeants and Lieutenants will be paid at the rates indicated in the attachment from date of hire to their first year anniversary.

#### **A. OUT OF TITLE PAY**

In the event that an employee in the bargaining unit is designated Acting Chief by the Employer, that employee shall receive compensation in the amount of One Thousand (\$1,000.00) Dollars per month added to that employee's base salary during the period that the employee is designated Acting Chief.

In the event than an employee in the bargaining unit is designated Acting Lieutenant by the Employer, that employee shall be entitled to compensation in the amount of \$500.00 per month added to that employee's base salary during the period that the employee is designated Acting Lieutenant.

#### **B. COMPENSATORY TIME**

Employees of this bargaining unit will be permitted to accumulate compensatory time as allowed for in Article XXV. No employee shall be permitted to accumulate a balance of more than 480 hours of compensatory time. If an employee cannot schedule the use of compensatory time with the Prosecutor solely due to a managerial decision, then the employee will be paid for the compensatory time. Current employees in this bargaining unit will be permitted to maintain their current bank of compensatory time. Those whose balances exceed the 480-hour cap will not be permitted to accumulate additional hours starting July 1, 2004 at which time their banks will be frozen at the current balance.

C: **PAY DAYS**

The parties agree that paydays for employees covered by this contract shall be every other Thursday, as previously scheduled. All new and existing employees shall have the option of receiving their regular bi-weekly pay by direct deposit to their banking institution, free of charge, under the following circumstances:

All County employees who request Direct Deposit will be required to have their pay period ending to be the Thursday before payday. Upon termination from the County, all employees will be paid for all days worked up to and including their last day of employment.

**ARTICLE IX**

**OCCUPATIONAL SAFETY AND HEALTH**

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

**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 driver, and the identify of any police department involved in investigation of the accident or mishap. An incident report will be submitted for all incidents involving property damage, vehicular damage or physical injury to the driver or other entity. 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 progressive disciplinary procedures at the discretion of the Prosecutor.

**ARTICLE X**

**HEALTH INSURANCE**

A. **Medical Plan** – The Employer shall continue to provide medical insurance for full time employees through the State Health Benefits Program without charge to the covered full time employee.

**B. Group Accident & Health Insurance** – this plan will be eliminated with the ratification of this contract.

**C. Dental** – All full time employees shall be eligible to enroll in the dental program through a carrier selected by the County. 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 \$1,000.00 in any calendar year in accordance with the descriptive program booklet provided by the carrier.

**D. 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 (ten) for generic drugs and \$20 (twenty) for brand-name drugs.

**E. Optical** - The Employer shall provide reimbursement not to exceed \$100 in any calendar year per family employee, plus an aggregate of \$100 during the calendar year for the employee's dependents, for expenses incurred by full time employees and their dependents for non-medical eye examinations, prescription lenses (including contact lenses), and frames. Payments shall be made upon presentation of a paid receipt by the employee. This additional benefit will be eliminated effective July 1, 2004, Optical benefits available under the medial programs will continue.

**F. Selection of Carrier** – The County Board of Chosen Freeholders, at its sole discretion, retains the right to select and change insurance carriers during the terms of this Agreement. Selection of carrier is a managerial prerogative not subject to the terms of this collective bargaining agreement as long as the new coverage is substantially equivalent.

**G. Disability Insurance**- the employer will provide access to a disability insurance program. Participation in the program will be completely voluntary and the cost of participating in the program is borne solely by the employee.

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

**I.** The County will form a joint healthcare committee comprised of members of each of its bargaining units along with the Clerk of the Board, Treasurer, Broker of Records and our health care providers to assess means to control benefit costs, specifically in the areas of healthcare, sick time and workers compensation.

## **ARTICLE XI**

### **VACATION**

**A.** All employees who are members of this bargaining unit shall be entitled to the following annual vacation with pay, subject to the approval of the requested times by the Chief of Detectives or Prosecutor.

1. For each full month from date of hire up to and including the last day of December following such date of hire – One (1) work day per month for each month actually worked.

2. Beginning January 1, following the employee's initial hiring date through sixty (60) consecutive calendar months – Twelve (12) days per year.

3. Beginning with the first day of the sixth calendar year to the last day of the twelfth calendar year – Fifteen (15) days per year.

4. Beginning with the first day of the thirteenth calendar year to the last day of the twentieth calendar year – Twenty (20) days per year.

5. Beginning with the first day of the twenty-first (21) calendar year and for all years accumulated thereafter – Twenty-five (25) days per year.

B. Employees separated from County employment – Any employee who is laid off, discharged, retired or otherwise separated from County service for any reason prior to taking his/her vacation, shall be compensated in cash for the unused vacation earned at the time of separation. If, however, an employee has utilized a vacation before it is earned, and then that employee is separated from the County, the amount of vacation that has been utilized but not earned will be deducted from the employee's earnings in the last payroll period that the employee works for the County and the Employer.

C. Vacation Carry-Over – When in any calendar year the vacation or any part there of is not granted for reasons of Employer business, such vacation period shall accumulate and be granted during the next succeeding year only. Employees may carry a maximum of ten (10) days of vacation into the subsequent annual vacation period and no further extension will be granted into the next succeeding period by the Employer.

## **ARTICLE XII**

### **SICK LEAVE**

A. Sick leave is defined as the absence from duty of an employee who, because of personal illness, is unable to perform the usual duties of his/her position, exposure to contagious disease, a short period of emergency attendance upon a member of the immediate family who is critically ill and requiring said presence of the employee.

A member of the immediate family shall be limited to husband or wife, son or daughter, mother or father, grandmother or grandfather, brother or sister, mother-in-law or father-in-law or foster family member.

B. Employees in this bargaining unit shall be entitled to the following sick leave with pay:

One (1) 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, and fifteen (15) 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 sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when it is needed by the employee. An employee who leave employment for any reason during the calendar years shall reimburse the Employer for paid working days used in excess of his or her prorated and accumulated entitlement.

C. If an employee is absent for five (5) or more consecutive working days, for any reason set forth in the above, or for any other reason where sick leave is requested, the Employer may require acceptable evidence of utilization of the leave. The nature of the illness shall be stated on any Doctor's Certificate unless it is confidential between the doctor and the patient.

D. Abuse of sick leave shall be cause for disciplinary action.

E. When it is known that sick leave will be required for more than ten (10) days, such leave must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a physician's signed statement describing the sick leave and giving reasons for the sick leave and anticipated duration of the incapacity (unless the nature of the illness is confidential between the doctor and the patient).

F. Any employee who does not expect to report to work because of personal illness or for any other reason as set forth in Paragraph A above, shall notify his/her immediate supervisor by telephone or personal message within one (1) hour after the beginning of work for his/her position except in twenty-four (24) hour operations where notice must be given a minimum of one (1) hour before the employee's starting time.

G. 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.

H. In accumulating sick leave due, the total years of continuous unbroken service with the Employer shall be considered, less any sick leave actually utilized. Unbroken service has previously been defined in Article IX, Paragraph B, and that definition is equally applicable in this Article.

## ARTICLE XIII

### BEREAVEMENT LEAVE AND MISCELLANEOUS PAID LEAVE OF ABSENCE

In an instance of bereavement, an employee must notify the Employer of his/her request for the utilization of bereavement leave for the death of a member of the immediate family as defined in the Sick Leave Article (XII) above, together with aunt, uncle, son-in-law, and daughter-in-law. In addition, any immediate family member of the employee's spouse shall be deemed to be included. An allowance of three (3) days bereavement leave without loss of pay may be allowed for each instance by the employer.

**Jury Duty.** Full-time employees shall be granted necessary time off without loss of pay when he is summoned and performs jury duty during working hours, as prescribed by applicable law. An employee who serves more than one half day on Jury Duty shall not be required to perform their regular work that day; however if the employee is excused from jury duty and serves less than one half day, they are required to report for work, unless excused by their immediate supervisor.

The employee shall be required to turn over to the County any per diem fee received for jury duty in such cases, in exchange for his or her regular rate. Employees will be responsible for notifying management as soon as possible if they are scheduled for jury duty.

**Military Leave.** Military Leave for employees of this bargaining unit will be governed by the Salem County Military Leave Policy, which has been adopted by the Salem County Board of Chosen Freeholders.

## ARTICLE XIV

### HOLIDAYS

A. The following holidays, enumerated below, are recognized by the Employer and will be paid holidays for the employees in this bargaining unit unless they are otherwise scheduled at the discretion of the Employer:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (3<sup>rd</sup> Monday in February)
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day (4<sup>th</sup> Monday in May)
7. Independence Day
8. Labor Day
9. Columbus Day (2<sup>nd</sup> Monday in October)



10. Veteran's Day
11. Thanksgiving Day
12. Thanksgiving Friday (Day after Thanksgiving)
13. Christmas Day
14. Such holidays as the Employer legally may deem appropriate for all his employees.

B. The holidays designated above which officially fall on a Sunday shall be celebrated on the following Monday. Holidays designated above which fall on a Saturday will be celebrated on the preceding Friday.

C. Whenever a holiday as enumerated above in this Article is decreed to be a normal workday by the Employer, an Official of the State or County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

D. All members of the Association 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 members who are deemed to be "essential" by the Employer shall not be permitted to terminate their work duties. In the event that any member has taken Christmas Eve Day as a vacation day, sick 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 XV

### VEHICLES

A. Vehicles will be furnished by the Employer, to each employee covered by this Agreement, in order to fulfill their employment responsibilities while on duty and on call.

B. The vehicle will be equipped with any equipment that the Employer deems necessary.

C. It shall be the responsibility of each employee to immediately report any defective vehicle to their immediate supervisor. Failure to do so could result in disciplinary action.

D. It shall be the sole and exclusive responsibility of the Employer to maintain and/or repair all vehicles furnished under this Article at the discretion of the Employer.

E. The Employer shall provide, at its own cost, all insurance that it deems necessary on the vehicle covered by this Agreement. Selection of insurance carriers to provide such insurance is at the discretion and sole determination of the County.

F. Any employee who abuses or damages in any way, an assigned vehicle shall be subject to the full disciplinary procedures as implemented by the Employer. Abuse or damage

must occur in a willful or neglectful manner and must constitute physical damage to the car or abuse that would not be permitted by the Prosecutor or condoned as an act by a public employee. Abuse and damage shall not be applicable to situations where the motor vehicle is utilized in the normal performance of a pursuit of a criminal, suspected criminal or material witness.

G. The Employer, at his/her discretion, may at any time remove the privilege of utilizing a vehicle from any employee who is hired after January 1, 1997.

## **ARTICLE XVI**

### **TELEPHONES**

The Employer shall reimburse each employee for business-related toll calls billed to each employees telephone. Each such employee shall submit a voucher and physical copy of the employee telephone bills on a quarterly basis to the Employer for reimbursement at the time and on the day designated by the Employer.

## **ARTICLE XVII**

### **UNUSED SICK LEAVE AT RETIREMENT**

Employees who elect to retire will receive severance pay by separate check for fifty percent (50%) of their unused accrued sick leave at the date of retirement, as full payment thereof.

The severance pay value will be calculated on the employee's current rate of pay on the day of retirement. The maximum compensation for unused sick leave at retirement shall be Fifteen Thousand (\$15,000.00) Dollars.

Any employee covered by this Agreement, who remains in County service to fill an unclassified position, shall have his/her prior accrued sick leave credit frozen for retirement benefits.

## **ARTICLE XVIII**

### **WORKMEN'S COMPENSATION**

A. When an employee is injured in the course of his/her employment and qualifies for workmen's compensation:

1. He/she will be paid the difference between the amount received as compensation and his/her salary during the period he/she is unable to work, as determined by a physician designated by the insurance carrier.

2. Time off will not be charged against accumulated sick leave.

B. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any protective tools and devices reasonably necessary to insure their safety and health. The proper use of this equipment is mandatory on the part of all employees, and any employee who refused to comply with a safety or health regulation shall be subject to discipline at the discretion of the Employer.

## ARTICLE XIX

### NON-DISCRIMINATION CLAUSE

**Non-Discrimination.** The parties agree that they will comply with existing State and Federal laws on 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 handicap, mental handicap, Union membership or activity, or family relationship.

**Respect and Dignity.** The County and 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.

**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 XX

### LEAVE OF ABSENCE WITHOUT PAY

A. An employee in the bargaining unit, who is temporarily mentally or physically incapacitated to perform his/her duties pursuant to Title XI, may be granted a special leave of absence without pay.

1. Request for special leave of absence shall be submitted in writing stating the reason for the request, the date leave begins and the probably date of return to duty.

2. Special leaves of absence, if granted by the Salem County Prosecutor, shall not exceed six (6) months.

3. For each case of special leave without pay other than provided herein, the Prosecutor shall determine whether an employee granted such leave shall be entitled to his/her former position on his return from such leave, or whether his/her name be placed on the re-employment list for the class.

B. Upon the return of an employee from an approved leave of absence, the employee shall assume his/her prior seniority rights.

C. When an employee is granted a special leave without pay at his/her own request, no benefits accrue. The time which the employee is on leave cannot be utilized to count for his/her time "on the job", and thereby allow the employee to gain entitlement to vacation days, sick leave, etc. County paid medical insurance benefits also will cease while on leave (except as provided by the Federal Family Leave Act in accordance with the contract).

D. Earning of Leave Benefits. Employees on unpaid leaves of absence shall not earn sick or vacation leave during such unpaid leave.

C. 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.

D. 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 Family Leave Act.

## **ARTICLE XXI**

### **SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered by this Agreement 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 XXII**

### **MEDICAL BENEFITS UPON RETIREMENT**

#### **A. Employees Employed Prior to August 1, 1991**

Upon retirement, employees with a minimum of twenty-five (25) years of service shall have hospital, surgical and major medical benefits paid in full by the Employer. Years of service shall be determined by employee's years of service to the County of Salem together with such additional years of service to a public agency that is a member of the Public Employment Relations System (PERS) or the New Jersey Police and Fireman's Pension System.

B. Employees Employed After August 1, 1991

After August 1, 1991, upon retirement, in order to have hospital, surgical and major medical benefits paid in full by the Employer, an employee must retire having satisfied the following requirements:

- (a) twenty-five (25) years of service to the County of Salem at any age;
- (b) have retired with a disability pension; or
- (c) have retired from County of Salem at 62 years of age or older with at least 15 years of service to the County of Salem.

**ARTICLE XXIII**

**EDUCATIONAL ASSISTANCE CLAUSE**

A. All employees covered by this Agreement are eligible for educational assistance from the Employer as follows:

- 1. The Employer shall pay all tuition, fees, books and expenses required for the course.
- 2. The course must be approved by the Employer prior to registration.
- 3. The employees must successfully complete the course.
- 4. The course must be of Criminal Justice and/or Political Science curriculum.

B. The employee shall submit to the Employer, in writing and at the time of registration, an itemized estimate of tuition, fees, books and expenses. Where possible, payment will be made directly to the educational institution through voucher. Otherwise, payment will be made to the employee through voucher.

C. In the event an employee does not successfully complete a course, full repayment of all monies advanced will be made to the Employer by the employee, along with a written explanation of the reasons for not successfully completing said course.

D. Notwithstanding anything contained in subparagraphs A., B., or C. above, it is agreed that there will be a moratorium on the benefits described above in subparagraphs A., B., and C. above for the term of this Collective Bargaining Agreement and employees covered under

this Agreement will not be able to avail themselves of the benefits described above until a new Collective Bargaining Agreement is negotiated and signed.

#### **ARTICLE XXIV**

##### **ON CALL COMPENSATION**

A. All employees in this bargaining unit with the title of Lieutenant who are assigned on-call status, 24 hours a day, and are required to carry a beeper, will be compensated with three (3) hours compensatory time per week.

B. Effective upon the date that the Collective Bargaining agreement is agreed upon by both parties and signed, all employees in this bargaining unit with the title of Sergeant who are assigned on-call status, 24 hours a day and are required a beeper will be compensated with two (2) hours compensatory time per week.

#### **ARTICLE XXV**

##### **CIVIL ACTION/FALSE ARREST PROTECTION**

The Employer shall provide to all employees in the bargaining unit full legal representation in any civil action, alleged civil rights violation, a false arrest accusation, or any other legal action arising from performance in the line of duty. The Employer further agrees to fully indemnify all employees in the bargaining unit in said actions.

#### **ARTICLE XXVI**

##### **PERSONAL PROPERTY LOSS**

Effective January 1, 1997, the Employer shall reimburse employees in the Bargaining Unit for personal property destroyed in the line of duty. Reimbursement shall be at replacement cost and shall be subject to the Employer's approval which shall not be unreasonably withheld.

## **ARTICLE XXVII**

### **PERSONNEL INFORMATION**

Disclosure of Personnel Records Pursuant to N.J.S. A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and Union agree that all personnel records of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent and in accordance with the provisions thereto. An employee shall have the right to inspect his or her own personnel records upon written request from the employee, and upon twenty four (24) hours notice, at a mutually convenient time as set by the Personnel Department of the Clerk of the Board's Office. Each employee will have the right to receive a copy of any document that is to be placed in the employee's personnel file. The employee may attach a response to such document, as may the County, and the employee must initial the document to signify that the employee has received the document.

**Disciplinary Records.** All disciplinary records on employees, from a written reprimand or above, will be kept in confidential files in the Prosecutor's Office with copies in the Personnel Department of the Office of the Clerk of the Board. Each employee will receive a copy of any documents critical of the employee or the employee's job performance and will be required to sign such documents, which is to be placed in his or her personnel file. Signing of the document does not indicate agreement. 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.

## **ARTICLE XXVIII**

### **DEATH BENEFITS**


Payment of unused sick leave, vacation days and compensatory time (at the employees current hourly rate) will be paid to the member's beneficiary, should death occur while being a member of the State of New Jersey Police and Fire Pension System and a member of the S.C.P.O.S.O.A. and currently employed by the County of Salem.

## **ARTICLE XXIX**

### **TERM AND RENEWAL**

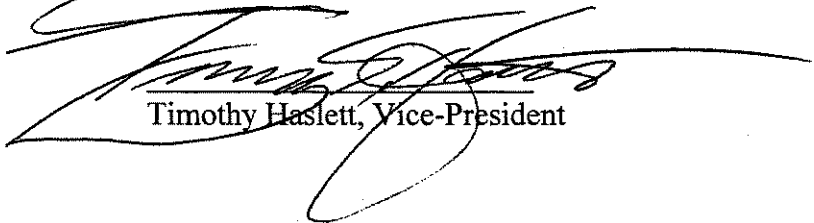
This agreement shall be in full force and effect as of January 1, 2004 and retroactive to that date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than one hundred twenty (120) days prior to the expiration date of this Agreement, of its desire of change, modification or termination of this Agreement, except, that each party shall have the right to reopen negotiations prior to December 31, 2005.

FOR THE ASSOCIATION:



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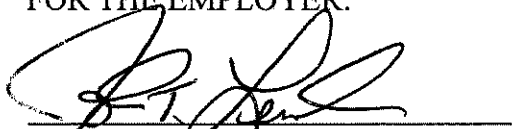
Ralph Padilla, President



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Timothy Haslett, Vice-President

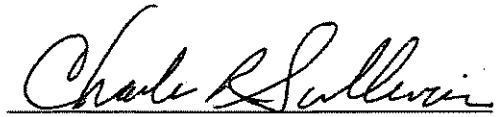
FOR THE EMPLOYER:



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John Lenahan, Prosecutor


FOR THE FUNDING AGENT:



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Charles Sullivan, Freeholder Director

ATTEST:



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Deborah Turner-Fox, Clerk of the Board



Approved as to Form and Legality

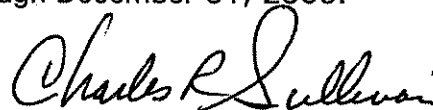
*ga*

Date Adopted  
June 16, 2004

Committee  
ADMINISTRATIVE

**RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR AND CLERK OF THE BOARD TO EXECUTE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF SALEM BOARD OF CHOSEN FREEHOLDERS, THE SALEM COUNTY PROSECUTOR AND THE SALEM COUNTY PROSECUTOR'S SUPERIOR OFFICERS ASSOCIATION**

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the Collective Bargaining Agreement between the Salem County Prosecutor's Superior Officers Association for the period of January 1, 2004 through December 31, 2005.



CHARLES R. SULLIVAN, Director  
Administrative Committee Chairman

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem at its regular meeting held on Wednesday, June 16, 2004.



DEBORAH TURNER-FOX  
Clerk of the Board/Administrator

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
L. Ware	<i>✓</i>				<i>✓</i>		C. D. Sparks, Jr.	<i>✓</i>					
J. Timberman	<i>✓</i>						S. Bestwick	<i>✓</i>					
B. Bobbitt	<i>✓</i>					<i>✓</i>	C. Sullivan	<i>✓</i>					
R. B. Simmermon	<i>✓</i>												

X - Indicates Vote

N.V. - Not Voting

Res. - Resolution Moved

Sec. - Resolution Seconded