

AGREEMENT

BETWEEN

SALEM COUNTY PROSECUTOR

AND

**SALEM COUNTY
PROSECUTOR'S OFFICE
DETECTIVES**

AND INVESTIGATORS ASSOCIATION

**EFFECTIVE THE DATE HEREOF TO
DECEMBER 31, 2005**

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PREAMBLE

THIS AGREEMENT, entered into this 20th day of August, 2003 by and between the Salem County Prosecutor, hereinafter called the "Employer," and the Salem County Prosecutor's Detectives and Investigators Association, hereinafter called the "Association," 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 Detectives and Investigators Association as the exclusive bargaining agent for all employees in the bargaining unit including the titles of Detective and Investigator as 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(s), Chief of Detectives, Deputy Chief of Detectives, Detective Lieutenant, Lieutenant of Investigators, Sergeants, Craft Employees, White Collar employees not included above, Blue Collar employees, Police Officers not included above, managerial executives and supervisors not included above and all personnel hired as part-time personnel (who are employed an average of 19 hours and 59 minutes or less per week during a 52 week period beginning with the employee's last date of hire), temporary eighty (80) day personnel, per diem personnel, casual personnel, seasonal personnel, and all other personnel represented by other bargaining units.

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, 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 Employer's 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, slow-down, 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 Detectives and Investigators.

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 at the lowest possible level an 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 raising 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. All 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 arbitrable 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 for 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) 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 or department head in an attempt to resolve the matter informally at that level. All grievances must be submitted in writing.

STEP TWO

(a) 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/County Administrator as appropriate.

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 with the signing date of the 2003-2005 contract, for all employees in the Prosecutor's Office who hold the title of Investigator and/or Detective, the work week shall be eight (8) hours per day, forty (40) hours per week. All articles in this CBA are based upon the eight (8) hour workday. Each employee is entitled to a thirty (30) minute break each day, as working conditions warrant.

The County workweek shall be Sunday midnight (12:01 a.m. Monday) to midnight the following Sunday. Nothing in this paragraph shall impair the ability for employees to work overtime in accordance with Paragraph C of this Article.

B) Each Detective and Investigator shall be on call twenty-four (24) hours per day, seven (7) days per week.

C) Any employee in the bargaining unit who works overtime shall be compensated for that overtime based on the following schedules:

- 1) Overtime shall be paid at 1-1/2 (one and one-half) times for the employee's prevailing hourly wage rate for time worked
 - a) in excess of eight (8) hours on a regularly scheduled work day
 - b) in excess of forty (40) hours in a regularly scheduled work week
 - c) 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 the employee's prevailing hourly wage rate for
 - a) any time worked on a holiday
 - b) the seventh consecutive day of full time work

D) All other overtime shall be based upon the employee's straight time hourly wage rate.

- F) Call In – If an employee is called in to assume duty beyond the regularly scheduled workday, the 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.
- a) An 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 twenty-four (24) hours notice in advance of said assignment.
- F) The 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.
- G) All overtime worked under this Article must be approved and authorized by the Prosecutor, or the Chief of Detectives or their designee.
- H) All overtime remuneration shall be paid on a monthly basis as earned and shall be submitted to the Prosecutor on properly completed vouchers.
- I) No overtime will be awarded for hours spent by employees of the bargaining unit in overnight schools, which includes travel time in the above.
- J) Commencing with the signing date of the 2003-2005 contract employees working overnight extraditions will be paid portal to portal for time worked, up to eight (8) hours per day at straight time. Rest (sleep) time is not included as time worked. Additionally each employee performing an overnight extradition will receive six (6) hours of compensation time for each night spent on an overnight extradition.

**ARTICLE VIII
BASE HOURLY RATES**

Effective January 1, 2003 the following step guide will be utilized for all employees in this bargaining unit. Employees shall progress through the ranges on January 1, of 2003, 2004 and 2005 and shall not automatically progress through the ranges after the termination of this agreement, until such time as a new collective bargaining agreement is ratified.

Step	Base Hourly Rate	Annual Rate	Base Hourly Rate	Annual Rate	Base Hourly Rate	Annual Rate
Effective	January 1, 2003	January 1, 2003	January 1, 2004	January 1, 2004	January 1, 2005	January 1, 2005
#1 starting	\$18.13	\$37,710	\$18.13	\$37,710	\$18.13	\$37,710
#2 grad.	\$20.02	\$41,642	\$20.82	\$43,306	\$21.76	\$45,261
#3	\$21.32	\$44,346	\$22.17	\$46,114	\$23.17	\$48,194
#4	\$21.96	\$45,677	\$22.84	\$47,507	\$23.87	\$49,650
#5	\$22.64	\$47,091	\$23.55	\$48,984	\$24.61	\$51,189
#6	\$24.01	\$49,941	\$24.97	\$51,938	\$26.09	\$54,267
#7	\$24.74	\$51,459	\$25.73	\$53,518	\$26.89	\$55,931

Once an employee of this bargaining unit, has reached the highest step of the salary guide and has worked at that step for three years, the employee shall be placed into the Senior Investigator position at the beginning of the fourth year in January. The salary for this position at the beginning of the fourth year (January) will be \$4,000 above the highest step of the salary guide for that year. Up to three (3) employees of this bargaining unit will be eligible for promotion to senior investigator. Promotion of an individual to this position is the exclusive decision of the Prosecutor and eligibility is based upon satisfactory job performance and a personnel file free of major disciplinary action for the previous three years at this top step. Union and management will work together to develop a job description for this role.

Only Employees in this bargaining unit who are employed by the County as of the signing date of this contract are eligible to receive any retroactive payments associated with this Collective Bargaining Agreement. This provision shall not pertain to employees who left county employment between January 1, 2003 and the signing date of this agreement.

It is understood if the Employer hires any additional Employees assigned to this bargaining unit he/she shall ascertain the Step the Employee shall be placed on based upon said Employee's training and experience. The Employer shall consult with the Association to determine if said step is appropriate.

The base annual rate for each Detective and Investigator shall be computed by multiplying the base hourly rate by 2080 hours.

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:

- One weeks pay will be held back and is returned to them with their last pay upon termination
- The deposit must be for net pay only; special pays are not eligible for direct deposit at this time.
- All errors will be corrected with the following regular pay period, unless there are extenuating circumstances.
- Employee must complete an authorization form with the Treasurer's Office and submit a voided check or deposit slip from their banking institution.

ARTICLE IX

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

the right to inspect his or her own personnel records upon written request from the employee, 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 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 X **HEALTH INSURANCE**

- A. **Medical Plans**-The Employer shall continue to provide medical insurance for full time employees and their dependents through the State Health Benefits Program (as of May 1, 2002), without charge to the covered full time employee.
- B. **Disability Insurance**- The County 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.
- C. **Dental Benefits**- All full-time employees shall be eligible to enroll in the dental program for the entire family 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 Payment Plan** – Employees in the bargaining unit and their dependents shall be entitled to a prescription payment plan under the County's existing prescription payment program and will have co-pays of \$10.00 for generic drugs and \$20.00 for brand name drugs, which will become effective after the signing date of the 2003-2005 contract.
- E. **Optical Plan** – Employees in the bargaining unit shall be entitled to the optical reimbursement plan provided by the County with a \$100 combined limit for both employee and family per year.
- F. **Selection of Carrier** -The Salem 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. A change in carrier will result in substantially the same benefit. The County will notify the Union at least sixty (60) days in advance of such change.

- G. **Medical Examinations-** Whenever the Employer requires any employee to undergo a medical examination, the cost of such examination shall be paid by the Employer.
- 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. **Joint HealthCare Committee-** the County and Union agree to form a Joint Health Care Committee comprised of members of each of its bargaining units along with the Clerk of the Board, Treasurer, Broker of Records and health care providers to educate employees on the value of their benefits and to assess means to contain benefit costs. This will be a non-binding effort.

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) workday 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 thereof 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
- 1) personal illness or injury, is unable to perform the usual duties of his/her position
 - 2) exposure to contagious disease
 - 3) care, for a reasonable period of time for a seriously ill member of the employee's immediate family.

Definition of Immediate Family. "Immediate family" means an employee's spouse, child, legal ward, foster family member, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household on a full time basis.

- 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 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 needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her prorated and accumulated entitlement.
- C) Verification Requirements: If an employee is absent for five or more consecutive working days, for any reason set forth in the above, the department head may require acceptable evidence.
- 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 personal

Telephone conversation to the extent possible 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 is defined as occurring when and employee breaks their service for any of the following reasons:
- 1) Death
 - 2) Retirement
 - 3) Validated dismissal
 - 4) Should an employee request and receive voluntary transfer out of the bargaining unit or out of the workforce of the Employer.
 - 5) Should an employee be laid off for more than three (3) months
 - 6) Should an employee be absent without leave for more than five (5) consecutive work days

ARTICLE XIII

MISCELLANEOUS PAID LEAVES OF ABSENCE

Bereavement Leave. Commencing with the signing date of the 2003-2005 contract, full-time employees of this bargaining unit shall be allowed up to three days off for each incident, without loss of pay, upon the death of a member of the employee's immediate family in order to attend services or visit with family. For purposes of this Section, "immediate family" shall be defined as an employee's spouse, child, legal ward, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household on a full time basis. Additionally, one day off is permitted each full-time employee for a death of an extended member of the family which includes aunt, uncle, son-in-law, and daughter-in-law, brother-in-law, sister-in-law, niece, nephew, grandchild. Bereavement leave must be taken within three working days of the funeral or memorial service. Upon request by the employee's immediate supervisor, the employee may be required to show evidence of relationship with the deceased.

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. To the extent possible, the supervisor of a shift worker who is called for jury duty shall rearrange the work schedule to permit the employee to work on the day shift, with out loss of pay, for the duration of the trial.

The employee shall be required to turn over to the County any per diem fee received for jury

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' Birthday (3rd Monday in February)
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day (4th Monday in May)
7. Independence Day
8. Labor Day
9. Columbus Day (2nd 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 work day by the Employer, an Official of the State or the County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

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.
- H. **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 identity of any police department involved in investigation of the accident or mishap. A diagram plan should also be included to show graphically exactly how the traffic mishap or accident occurred. Any employee who fails to comply with the above rules and regulations or to follow the motor vehicle regulations of the State of New Jersey will be subject to full disciplinary procedures at the discretion of the Employer.

ARTICLE XVI **TELEPHONES**

The Employer shall reimburse each employee for business related calls billed to each employee's telephone. Each such employee shall submit a voucher and physical copy of the telephone bill certifying such calls on a quarterly basis, to the Employer for reimbursement at the time and 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 (50%) percent 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. In no case shall the severance pay exceed Fourteen Thousand (\$14,000.00) 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 County's Insurance Administrator, up to a maximum of twelve (12) months.
 - 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 refuses to comply with a safety or health regulation shall be subject to discipline at the discretion of the Employer.
- C. Commencing with the signing date of the 2003-2005 contract, employees with an injury or ailment that renders them unable to be fully fit for duty may be considered eligible for modified duty on a temporary basis (six months or less) with medical approval. Modified duty assignments may not be refused by the employee, and the employer will make modified duty assignments available to the extent possible based on work needs of the Prosecutor's Office.

ARTICLE XIX
NON-DISCRIMINATION CLAUSE

Non-Discrimination. The parties agree that there will be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, national origin, physical handicap, mental handicap, Union membership or activity, or family relationship, in promotion, transfer, or any other conditions and privileges of employment.

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, under the contract, 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

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 probable 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 has been granted a special leave of absence, without pay, 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, administrative days, etc. Also, while on an authorized leave of absence, without pay, this time cannot be counted for the employee's longevity. County paid medical insurance benefits also cease while on leave.

ARTICLE XXI FAMILY /MEDICAL LEAVE

A. **Maternity Leave** – An employee shall notify the Employer of her pregnancy when it is medically confirmed. In all cases, an approximate due date shall be provided to the Employer by her physician. Additionally, the employee must provide medical certification indicating that she is capable of safely performing her normal work duties beyond the fourth month of pregnancy. She may use her accumulated sick leave and/or vacation time before the expected confinement and up to two (2) months beyond the delivery date. The employee may be granted, upon her written request, a supplementary maternity leave without pay in accordance with the Federal and New Jersey Family Leave Act.

B. 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 (1) month prior to and one (1) month past delivery of his child and shall be entitled to apply for such leaves as are permitted in accordance with the Federal and New Jersey Family Leave Act.

ARTICLE XXII **SEPARABILITY**

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 XXIII **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 of service to a public agency that is a member of the Public Employment Relations System (PERS) or the New Jersey Police and Firemen's Retirement Pension System (PFRS).

B. Employees Employed After August 1, 1991

Post retirement Health Benefit: The employer shall provide post-retirement medical health insurance benefits for County employees, provided that the employee qualifies for retirements through the New Jersey Division of Pension and Benefits under the Police and Fireman's Retirements Systems (PFRS) or the Public Employees Retirement Systems (PERS) AND meets at least one of the following requirements:

- a. retirement on a disability pension
- b. retirement with twenty-five (25) years or more credited service AND fifteen (15) years of service to the County of Salem
- c. Retirement upon or after the age of sixty two (62) with fifteen (15) or more years of service to the County of Salem, provided that the employee was on the employment rolls of the County of Salem after August 1, 1991

ARTICLE XXIV
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 employee must successfully complete the course.

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.

ARTICLE XXV
DUTY COMPENSATION

A. All Employees who are assigned by a Superior Officer to standby duty shall be compensated with twelve (12) hours compensatory time for each week of duty assumed.

B. Commencing with the signing date of the 2003-2005 contract, if an Employee of this bargaining unit assumes the duties/workload of an absent Superior Officer for more than 15 consecutive work days then said employee shall be paid an additional \$1.50 per hour while assuming those duties/workload.

ARTICLE XXVI
CHRISTMAS EVE DAY

The Prosecutor's Office shall be closed at 1:00 p.m. for nonessential employees on Christmas Eve Day. Also, in the event any employee has taken Christmas Eve Day as a vacation day, sick day, administrative leave day, or any other category of day off, he or she shall not be entitled to any compensation for any time while he or she may have been entitled to take off on Christmas Eve Day, had he or she actually worked that day.

ARTICLE XXVII
CIVIL ACTION/FALSE ARREST PROTECTION

The Employer shall provide to all Detectives and Investigators 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 Detectives and Investigators in said actions.

ARTICLE XXVIII
RESIGNATIONS

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

ARTICLE XXIX
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 XXX
PROBATIONARY PERIOD

A. During the Step upon which the employee is on probation the employer may terminate the employee for any reason, at the exclusive discretion of the Prosecutor and notwithstanding any other provisions of this Contract.

ARTICLE XXXI
REPRESENTATION FEE

In the event an employee who is entitled to be a member of the Salem County Prosecutor's Detectives and Investigators Association elects not to be a member, such employee shall be responsible for payment of representation fee in lieu of membership dues in accordance with N.J.S.A. 34:13A-5.5 et. seq.

ARTICLE XXXII
UNION LEAVE

The Association shall be entitled to four (4) days or a total of thirty two (32) paid hours to be assigned to its Members, at its discretion, to attend FOP functions and/or any other designated Union affair.

ARTICLE XXXIII
SURVIVOR BENEFITS

Commencing with the signing date of the 2003-2005 contract, 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 Retirement System and a member of the SCPODIA and currently employed by the County of Salem.

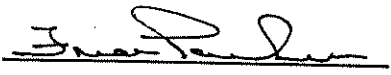
ARTICLE XXXIV
ADMINISTRATIVE TIME

Commencing with the signing date of the 2003-2005 contract, two days administrative leave with pay per year shall be granted each full time employee after completion of one full year of services as a County Employee. The employee becomes eligible for this leave January 1 after they have completed one full year of service. Scheduling must be mutually agreed upon by the employee and the Employer. Except for emergency situations, forty eight (48) hours notice of such request shall be given to the supervisor. The administrative leave days must be taken in full day increments during the calendar year in which they are earned and shall not be cumulative from year to year.

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2003 and retroactive to that date up to and including December 31, 2005. 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.

FOR THE ASSOCIATION:



Fred Parkell
Representation for SCPODIA



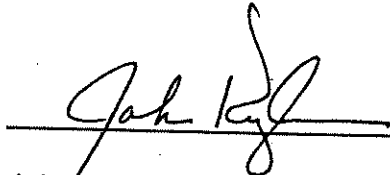
Stephen Dick
Representation for SCPODIA

FOR THE EMPLOYER:



John T. Lenahan
Salem County Prosecutor

FOR THE FUNDING AGENT:



John Kugler, Director
Salem County Board of Freeholders

ATTEST:



Deborah Turner-Fox
Salem County Clerk of the Board
Salem County Administrator

Signing Date: Aug. 20, 2003