

AGREEMENT

by and between

THE SUSSEX COUNTY PROSECUTOR'S OFFICE

and

**PBA LOCAL No. 138
PROSECUTOR'S ASSOCIATION**

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

INDEX

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
1	RECOGNITION	1
2	EMPLOYEES' RIGHTS	1
3	MANAGEMENT RIGHTS	2
4	ASSOCIATION REPRESENTATIVES	2
5	HOURS OF WORK.....	3
6	SALARIES	4
7	OFF-DUTY ACTION.....	5
8	DEFENSE FOR MEMBERS.....	6
9	PERSONNEL FILES	6
10	FUNERAL (BEREAVEMENT) LEAVE.....	7
11	TRAVEL AND MEAL EXPENSES	8
12	AUTOMOBILE INSURANCE.....	8
13	MILITARY LEAVES OF ABSENCE.....	8
14	EVALUATION PROCEDURE.....	8
15	OUTSIDE EMPLOYMENT.....	9
16	REASSIGNMENT OF WORK	9
17	TRAINING	9
18	BULLETIN BOARD	9
19	GRIEVANCE PROCEDURE.....	9
20	AGENCY SHOP.....	12
21	VACATIONS	12
22	HOLIDAYS	14
23	MEDICAL BENEFITS	15
24	SICK LEAVE	16
25	CLOTHING REIMBURSEMENT	17
26	EDUCATION BENEFIT	18
27	LAYOFFS	18
28	SEVERENCE PAY	19
29	NO WAIVER	19
30	NO STRIKE CLAUSE	19
31	SAVINGS CLAUSE.....	20
32	DURATION	20
33	LONGEVITY	20
34	PERSONAL LEAVE.....	21
35	SENIORITY	21
36	OUT-OF-TITLE PAY.....	22
37	SAFETY	22
	APPENDIX A.....	APPENDIX

PREAMBLE

THIS AGREEMENT is made this _____ day of _____, 2005, by and between the Sussex County Prosecutor's Office, hereinafter referred to as "Prosecutor," and PBA Local No. 138, hereinafter referred to as "Association."

WHEREAS, the Prosecutor and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1: RECOGNITION

The Sussex County Prosecutor's Office recognizes PBA Local 138 as the sole and exclusive representative of the Prosecutor's investigators below the rank of Sergeant as covered by this Agreement.

ARTICLE 2: EMPLOYEES' RIGHTS

Pursuant to Chapter 303, Public Law 1968, the Prosecutor hereby agrees that every employee shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As an official exercising governmental power under the Laws of the State of New Jersey, the Prosecutor undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Law 1968, or other Laws of the State of New Jersey, or of the Constitution of New Jersey and of the United States.

The Prosecutor and Association further agree that they shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Prosecutor or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE 3: MANAGEMENT'S RIGHTS

Section 1

The Prosecutor hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Office of the Prosecutor and its properties and facilities and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, including N.J.S.A. 2A:157-10, et seq., to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- C. To suspend, demote, discharge, or take other disciplinary action pursuant to N.J.S.A. 2A:157-10.1, and according to law;
- D. To promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of the Office of the Prosecutor. Proposed new rules or modifications of existing rules governing mandatorily negotiable subjects shall be negotiated with the majority representative before they are established.

Section 2

Nothing contained herein shall be construed to deny or restrict the Prosecutor of his power, rights, authority, duties, and responsibilities under R.S. 40 and R.S. 11A, or any other national, state, county, or local laws or ordinances.

ARTICLE 4: ASSOCIATION REPRESENTATIVES

The Prosecutor recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement, provided that representatives and alternates do not exceed three (3) in number and that they are employees covered by this Agreement, or their attorneys.

The Association shall furnish the Prosecutor, in writing, the names of the representatives and of the alternates, and notify the Prosecutor of any changes.

The authority of the representatives and alternates so designated by the Association shall be limited to, but shall not exceed, the following duties and activities:

- A. To investigate and participate in settling grievances.
- B. To transmit such messages and information which originates with, and is authorized by, the Association or its officers.
- C. The designated Association representatives shall be granted reasonable time with pay during working hours to participate in settling grievances, as requested, and to attend all meetings and conferences on collective negotiations with Prosecutor officials. There shall be no overtime or compensatory time credited under this Section.
- D. Convention Leave: An Association representative required to attend a state or national convention or meeting for the State Association shall provide the Prosecutor with a written notice from the State PBA, signed by the Association, specifying the exact time and date of said convention or meeting. This notice should be provided at least two (2) weeks before the scheduled state or national convention or meeting, sooner, if possible. The representative shall lose no pay while attending the national convention or meeting. The Prosecutor reserves the right to rescind authorization to attend where circumstances and/or exigent conditions dictate.

ARTICLE 5: HOURS OF WORK

Section 1

The regular weekly work schedule is 35 hours per week, which is broken down as five (5) contiguous days of work, usually 8:30 a.m. to 4:30 p.m., Monday through Friday, at eight (8) hours per day, with one (1) hour for lunch. However, the Prosecutor is authorized to modify an employee's weekly work schedule as needed, upon forty-eight (48) hours' notice to the employee whenever possible, unless circumstances and/or exigent conditions dictate. The daily work schedule may be set as needed by the Prosecutor upon forty-eight (48) hours' notice to the employee. Employees shall notify their supervisor immediately upon knowledge of work obligations outside regular work hours.

Section 2

Employees scheduled by the Prosecutor to work in excess of their regular workday or workweek shall be compensated at the rate of one and one-half times their regular workday or workweek, in time or cash, at the employee's option. The employee must opt for compensatory time or cash payment at the time of the

submission of the overtime document. Compensatory time may accumulate up to a maximum of eighty-eight (88) hours.

Section 3

Employees who are required by the Prosecutor to work on a holiday shall be paid double their regular rate of pay.

Section 4

Employees recalled to duty on a day off or at a time not contiguous to one-half hour past the employee's regular workday shall receive pay for such duty at the premium rate for a minimum of three (3) hours. Recall to duty is defined as being compelled to report to the office or some other location at the direction of the Prosecutor or Prosecutor's designee, to respond to an emergent situation. However, an employee performing work on a day off or at a time not contiguous to the employee's regular workday, who is not recalled to duty, shall receive premium compensation for the time actually worked.

Section 5

Employees ordered to be on standby at a time other than during the employee's regular workday shall be compensated at the rate of \$30.00 per day. In the event an employee is ordered to be on standby on a holiday, the employee shall be compensated at the rate of \$50.00 per day. Employees ordered to be on standby must maintain a physical presence at a designated location and be available for immediate response. The Prosecutor shall give employees a minimum of forty-eight (48) hours' notice prior to ordering an employee to be on standby, wherever possible, unless circumstances and/or exigent conditions dictate.

ARTICLE 6: SALARIES

Salaries for employees covered by this Agreement shall be set forth in Appendix A, annexed.

Section 1

Employees shall be paid on a semi-monthly basis. There shall be two (2) payroll periods in each month. The first semi-monthly pay period is defined as the First (1st) of the month through the Fifteenth (15th) of the month. The second semi-monthly pay period will be the Sixteenth (16th) of the month through the last day of the month. Pay date shall be the 3rd of the month for the first semi-monthly pay period and the 18th of the month for the second semi-monthly pay period.

Section 2

In every year, annual salaries are divided by 1827 hours to determine the hourly rate. Likewise, the annual salary is divided by 261 to determine the daily rate of pay.

Section 3

In those cases when a payday—the 3rd or the 18th of the month—occurs on a Saturday, Sunday, or holiday, the paycheck shall be issued to the employee on the last workday preceding the aforementioned Saturday, Sunday, or holiday. In the event said last workday occurs in a prior reporting quarter, the paycheck shall be issued on the next workday occurring in the current quarter.

Section 4

Under the former biweekly payroll method, the Union recognized that employees hired after May 1991 were subject to a payroll delay of ten (10) workdays, which shall continue. These employees have previously had and will in the future have ten (10) workdays' pay held back from them. Under the semi-monthly method as under the former biweekly payroll method, should an employee's last workday be a payday, the employee would be eligible for a credit of ten (10) workdays' pay. Should an employee's last workday not be a payday, then the last pay would be prorated accordingly.

Under the former biweekly payroll method, any employee hired on or before May 1991 received his/her payroll eight (8) workdays in advance of the completion of the period for which the employee was paid. With the semi-monthly payroll method, these employees continue to be paid eight (8) workdays in advance of the completion of the work period, e.g., the July 3rd paycheck covers the period July 1 through 15.

ARTICLE 7: OFF-DUTY ACTION

All employees covered by this Agreement who take any police action concerning criminal activity during his/her off-duty hours, that would have been taken by said employee on active duty, will be entitled to all rights and benefits provided by law. Compensation of time for said action will commence when the police action begins until the employee is released. Additionally, said employee must make every effort at the earliest possible time to receive approval for his/her action by their immediate supervisor.

ARTICLE 8: DEFENSE FOR MEMBERS

Section 1

The County will provide insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including, but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right to privacy, invasion of the right of privileged occupancy, and the invasion of civil rights.

Section 2

Whenever a County investigator is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the Prosecutor shall provide the investigator with the necessary means for the defense of such action or proceeding, as provided in Section 9 of the County Policy adopted June 28, 2004, but not for his defense in a disciplinary proceeding instituted against him by the Prosecutor or in a criminal proceeding instituted as a result of a complaint on behalf of the Prosecutor. If any such disciplinary or criminal proceeding instituted by or on complaint of the Prosecutor shall be dismissed or finally determined in favor of the investigator, he/she shall be reimbursed for the reasonable expense of his/her defense, but not at a rate higher than that paid to County Counsel. (N.J.S.A. 2A:157-10.8).

Section 3

Should an employee covered by this Agreement be subpoenaed to appear in court in any action or legal proceeding arising out of or incidental to the performance of his/her duties, he/she shall be released from his/her duties as required by the subpoena and the courts, without loss of pay, if on a scheduled workday. If the employee is subpoenaed to appear outside of his/her regularly scheduled tour of duty, not including approved leave time such as a vacation or personal day off, he/she shall be paid time and one-half for the hours spent. If such occurs on approved leave time (e.g., personal day), payment for hours spent shall be at the straight time rate of pay. A written certification signed by the Department Head and the Judge involved is to be presented within five (5) days to the Administrator, Administration and Finance, before payroll action will be instituted.

ARTICLE 9: PERSONNEL FILES

A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records, and shall be maintained in the Prosecutor's Office. All personnel history files will be carefully maintained and permanently safeguarded, and nothing placed

in any file shall be removed from the file without notification to the employee and except as provided herein or by operation of the law.

Any member of the Prosecutor's Office may, by appointment, review his/her personnel file, but the appointment for review must be made through the Prosecutor or the Prosecutor's designated representative. The Prosecutor shall advise the Association of the designated representative at the commencement of this Agreement.

Whenever a written complaint concerning an employee covered by this Agreement or his/her actions is to be placed in the employee's personnel file, a copy shall be made available to the employee, who shall be given the opportunity for rebuttal if he/she so desires, and the employee shall be permitted to place said rebuttal in the file. In the event the employee is exonerated by a finding that the complaint is determined to be unfounded, the complaint shall be expunged from the personnel file.

Formal disciplinary charges brought pursuant to the Rules and Regulations Manual of the Prosecutor's Office, the employee's memorandum in response thereto, and the record of final disposition shall be entered into an employee's personnel file. In the event the employee is exonerated by a finding that the complaint is determined to be unfounded, the complaint shall be expunged from the personnel file.

Nothing contained herein shall be construed to require the Prosecutor to place in the personnel file all negative comments or impressions of an employee of the Prosecutor or any supervisor.

The Prosecutor agrees to provide to employees a formal policy, in writing, of what constitutes a negative performance notice prior to the issuance of such a notice or the placement of such a notice in a personnel file.

Non-disciplinary, negative performance notices will be expunged from an employee's personnel file after five (5) years from their issuance, provided there are no violations of a similar nature within the five-year period.

ARTICLE 10: FUNERAL (BEREAVEMENT) LEAVE

Employees shall be entitled to up to three (3) workdays leave with pay to attend or make arrangements for the funeral of a member of his/her immediate family. Immediate family is defined as and limited to spouse, child, parent, step-parent, step or foster child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, and grandchild. Such leave is separate and distinct from any other leave time.

Should an employee need more bereavement time, it may be granted on a case-by-case basis, and the employee may request to use either vacation time or sick leave.

ARTICLE 11: TRAVEL AND MEAL EXPENSES

Employees required to travel as a result of departmental business shall receive compensation at the rate of thirty (\$0.30) cents per mile if the employee must use his/her personal vehicle. This must be approved in advance by the Prosecutor or First Assistant Prosecutor.

Lodging shall be provided at Prosecutor's expense (not to exceed the reasonable prevailing rate) if the assignment, including travel time, shall exceed twelve (12) hours in a twenty-four (24) hour period.

Meals shall be reimbursed at a maximum of \$30.00 per day with no single meal exceeding \$15.00.

ARTICLE 12: AUTOMOBILE INSURANCE

Section 1

The County agrees to maintain in full force and effect liability insurance or self-insurance as provided by law on all vehicles owned or designated for use by the Prosecutor. This insurance shall provide coverage for anyone driving a vehicle owned by the County of Sussex with permission of the Prosecutor.

Section 2

Employees who do not hold a valid and current driver's license shall not drive.

ARTICLE 13: MILITARY LEAVES OF ABSENCE

Employees shall be entitled to a military leave of absence in accordance with Federal or State Law.

ARTICLE 14: EVALUATION PROCEDURE

Each employee may be evaluated at the discretion of the Prosecutor. A copy of said evaluation shall be provided to each employee as soon as possible but no later than ten (10) days of completion, and thereafter, placed in his/her personnel file.

Each employee shall have the right to respond and/or comment, in writing, with respect to his/her evaluation within fifteen (15) days of receipt of the evaluation by the employee. Such response shall also be placed in the employee's personnel file.

Nothing contained herein shall prevent the dismissal, demotion, or reassignment of any employee regardless of the contents of his/her evaluations pursuant to N.J.S.A. 2A:157-10.1 et. seq.

ARTICLE 15: OUTSIDE EMPLOYMENT

All employees holding outside employment may do so only with prior written approval of the Prosecutor.

ARTICLE 16: REASSIGNMENT OF WORK

Individual work assignments shall be made exclusively through the Section chain of command of the employee.

Reassignment of work shall be at the sole discretion of the Prosecutor or the Prosecutor's designee.

ARTICLE 17: TRAINING

Where possible, all avenues of training will be pursued and made available to all employees.

ARTICLE 18: BULLETIN BOARD

The Prosecutor will supply one (1) additional bulletin board for use by the Association, to be placed in a conspicuous location. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

No matter may be posted without permission of the officially designated Association representative.

ARTICLE 19: GRIEVANCE PROCEDURE

Definition: The term grievance as used herein means any controversy arising from the interpretation, application, or violation of policies, reduction in rank or

seniority, agreements, administrative decisions which affect the terms and conditions of employment, including minor discipline beyond a written reprimand. It is understood by both parties that no employee shall be dismissed as a result of political affiliation.

Purpose: The purpose of this procedure is to secure at the lowest possible level an equitable solution to a problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

General Rules:

- a. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute an abandonment of the grievance, unless both parties agree to extend the time period(s).
- b. Time limits may be extended by written mutual consent of the parties.
- c. Failure of the Prosecutor to respond to a grievance within the time limit shall be deemed a denial of the grievance. The Prosecutor shall make every reasonable effort to respond to a grievance.
- d. Failure of the union to proceed to the next step within the time limit shall be deemed abandonment of the grievance and the decision of the Prosecutor shall be deemed the final and binding resolution of the grievance.

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

STEP ONE: Any employee having a grievance shall discuss the matter informally with any appropriate member of the departmental supervisory staff and have the grievance adjusted without the intervention of the Association, provided an Association representative is permitted to be present.

Any grievance must be raised by an employee and sanctioned by the Association. Employee has the right to personal representation by counsel of his/her choice at the expense of the Association and/or the employee, in accordance with the by-laws of Sussex County PBA Local 138.

STEP TWO: An aggrieved employee shall institute action under the provisions hereof by submitting his/her grievance in writing within ten (10) calendar days after its occurrence, or ten (10) calendar days from the date on which the grievant should reasonably have known of its occurrence, to the Association representative

and with a copy to the Prosecutor and/or his designee. To be timely and effective, the written grievance must state in reasonable detail the underlying facts, the alleged violation, and the remedies sought. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Detectives for the purpose of resolving the matter informally. Failure to file his/her grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance. The Chief of Detectives shall render a written decision within ten (10) calendar days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

STEP THREE: In the event a satisfactory settlement has not been reached with the Chief of Detectives, the employee may appeal his/her grievance to the Prosecutor within ten (10) calendar days following receipt by the employee of the Chief of Detective's written decision or after ten (10) calendar days from the date the Chief of Detectives' response should have been due, should the Chief of Detectives fail to render such written decision within the time provided. Such appeal shall be in writing, signed by the aggrieved employee or an Association representative with written authorization from the employee, and shall contain an explanation of the reasons for his/her dissatisfactions with the decision of the Chief of Detectives. The Prosecutor shall render a written decision within ten (10) calendar days from this receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure except for the grievances involving interpretation and application of the provisions of this Agreement.

STEP FOUR: Grievances affecting the interpretation and application of the provisions of this Agreement, not settled through Step 1, 2, or 3 may be referred by the Association to the Public Employment Relations Commission (PERC) within thirty (30) calendar days after the determination by the Prosecutor or after thirty (30) calendar days from the date the Prosecutor's answer should have been due, should the Prosecutor fail to render such decision within the time provided. An Arbitrator shall be selected pursuant to the rules of PERC; however, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Prosecutor.

Appointment of an Arbitrator will be consistent with the Public Employment Relations Commission (PERC) guidelines. The Arbitrator appointed will hear the matter and render his/her award in writing. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by both parties. The decision of the Arbitrator shall be in writing and binding as to each party.

Any matter for which a review is prescribed by law or any regulation or rule of the State's Attorney General, Prosecutor's Office, or any matter which is beyond the scope, according to law, of the Prosecutor is not subject to arbitration.

Dismissal is not grievable.

ARTICLE 20: AGENCY SHOP

Section 1

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed with the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association membership dues, fees, and assessments, as certified to the Prosecutor by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees, and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Prosecutor.

Section 2

The Association agrees that it will indemnify and save harmless the Prosecutor against any and all actions, claims, demands, losses, or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the County of Sussex at the request of the Association under this Article.

Section 3

An employee shall have the right to demand a return of his/her representation fee pursuant to N.J.S.A. 34:13A5.6.

ARTICLE 21: VACATIONS

Section 1

All employees shall be granted vacation leave based upon the following from date of last hire:

First Year – 1 Day per Month to End of Calendar Year
Upon Completion of 1 through 5 Years - 12 days per year
Upon Completion of 6 through 7 Years - 13 days per year
Upon Completion of 8 through 11 Years - 15 days per year
Upon Completion of 12 through 15 Years - 17 days per year
Upon Completion of 16 through 20 Years - 21 days per year
Upon Completion of 21 through 26 Years - 24 days per year
Upon Completion of 27 or More Years - 26 days per year

Anniversary Date: Should an employee whose anniversary date falls between January 1 and June 30 be eligible to receive increased vacation in accordance with the aforementioned schedule, he/she shall receive one-half the increased allotment for said year, and receive the full allotment January 1 of the following year. Should an employee's anniversary date fall between July 1 and December 31, he/she shall receive the increased allotment January 1 of the forthcoming year.

Section 2

Employees on the payroll as of January 1 of any calendar year shall, on that January 1, be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided, however, that if the employee works less than twelve (12) months in the calendar year, he/she is entitled to a *pro rata* share of such vacation entitlement. An employee who has used more vacation time than he/she is entitled to at the time of severance shall have an amount equal to his/her daily rate at the time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which he/she is entitled.

Section 3

No vacation days shall be taken for less than one-half day and providing it is mutually agreed to by the employee and the Prosecutor.

Section 4

Employees shall submit requests for vacation times of five (5) consecutive workdays or more to the Prosecutor or Prosecutor's designee in writing no later than four (4) weeks before his/her requested vacation, with first and second choices. The Prosecutor shall answer the request in writing within five (5) workdays. The requested vacation shall be scheduled where practical on the basis of seniority. Vacations of less than five (5) consecutive workdays should be requested in writing four (4) workdays, where possible, before the requested vacation leave. The Prosecutor should answer the request in writing no later than two (2) workdays before the requested vacation leave. The Prosecutor shall attempt to schedule work insofar as possible to preclude changes in the vacation scheduling.

Section 5

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Prosecutor, unless the Prosecutor determines that it cannot be taken because of pressure of work, in which case a maximum of one-year's allotment may be carried forward into the next year.

Section 6

Any employee whose service with the Prosecutor terminates shall have unused vacation time paid to him/her, or the employee's legal representative in the event of his/her death.

ARTICLE 22: HOLIDAYS

Section 1

The fourteen (14) legal holidays presently observed shall continue to be observed under this Agreement:

- | | |
|--------------------|-------------------------------|
| New Year's Day | Martin Luther King's Birthday |
| Lincoln's Birthday | Washington's Birthday |
| Good Friday | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Election Day |
| Veterans' Day | Thanksgiving Day |
| Christmas Day | Day After Thanksgiving |

When a holiday, as above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

Section 2

A day's holiday pay shall be equal to the employee's pay for his/her regularly-scheduled workday.

Section 3

An employee required by the Prosecutor to work on an observed holiday shall be paid double his/her regular rate of pay for hours worked on that day.

Section 4

Any other holidays declared by the legally-constituted authorities of the County, Governor of the State of New Jersey, or President of the United States will also be observed with pay.

ARTICLE 23: MEDICAL BENEFITS

Section 1

Employees whose regular workweek is at least twenty (20) hours or more are eligible for the following benefits:

- Insurance under the Horizon Blue Cross/Blue Shield of New Jersey program offered by the County of Sussex as of March 1, 2004. The Traditional Plan and the PPO Plan shall not be offered to employees other than employees enrolled in the applicable plan as of the date of this Agreement. The Employer reserves the right to reopen this Agreement for the third year, limited to the issue of whether the Traditional Plan and PPO Plan shall remain fully paid by the Employer.
- Prescription insurance shall be the Horizon Blue Cross/Blue Shield of New Jersey program offered by the County of Sussex as of March 1, 2004. The following Plan amendments shall take effect January 1, 2005:
 - Prescription Drugs: The prescription program will have co-pays as follows:

Generic: \$7.00
Brand Name: \$20.00
Mail Order Generic (3-Month Supply): \$14.00
Mail Order Brand Name (3-Month Supply): \$40.00
- Dental Program administered by Delta Dental Plan of New Jersey, Inc.

Notwithstanding other provisions of this Article, the employer reserves the right to change its Health Benefit Program and Administrator so long as equivalent benefits are provided and that prior to such change, the employer provides thirty (30) days' notice to the Association for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates, and deductible charges. At the time of notice of change to the Association, the employer will provide summary plan documents for the current plan and plan documents for the proposed new plan.

Section 2

The plans include coverage for the employee and eligible immediate family members and are fully paid by the employer.

Section 3

Coverage shall begin the first of the month after two (2) months of employment, provided that the proper application is completed and filed timely with the Office of Employee Services.

Section 4

The employer will pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for Horizon Blue Cross/Blue Shield and Major Medical Insurance described in Section 1, provided such persons retire from the employer after twenty-five (25) years or more of contributions to the New Jersey State Pension System, and provided such retirees apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. Employees hired after January 1, 2005, must have worked the last ten years prior to their retirement for the Prosecutor or the County to be eligible for benefits under this Section. The Program is administered by the New Jersey State Division of Pensions, Health Benefits Bureau.

Section 5

All rights, benefits eligibility requirements, etc., shall be governed by the applicable policy of insurance.

ARTICLE 24: SICK LEAVE

Sick Leave Policy shall be as set forth in the Sussex County Employee Handbook, Pages D103 to D110, adopted on July 28, 1999, and shall be effective upon execution of this Agreement.

Workers' Compensation Leave

Section 1

Notwithstanding the nature or severity, injuries/accidents that happen on the job shall be reported on the appropriate "Accident Report," preferably within twenty-four (24) hours. The Accident Report acts as a Workers' Compensation claim for medical expenses, loss of work, and/or loss or damage to personal appliances such as eyeglasses. Exposure to serious disease, for example, Lyme, rabies, Hepatitis, HIV or Tuberculosis, is reportable on the same Accident Report. If the injury or

exposure requires medical attention, employees shall report to their supervisor and seek medical attention from any of the panel of physicians approved by the claims administrator, as posted on employee bulletin boards unless circumstances require emergency attention.

Section 2

Employers entitled to receive Workers' Compensation Insurance shall be paid their regular salary for the first five (5) days after injury on the job without charge against their sick leave, vacation time, or personal leave. The employees shall be responsible for providing the County with a medical certificate verifying that he/she is unable to return to full duty for those five (5) days.

Should the employee be unable to return to full duty after those five (5) days, she/he shall provide the County with a medical certificate. Should the Workers' Compensation Insurance carrier determine that he/she is eligible to receive Workers' Compensation Insurance payments retroactively, the employee shall reimburse the County for the five (5) days originally paid by the County.

Section 3

The time that the employee shall be paid Workers' Compensation Insurance payments shall not be charged against his/her sick leave, vacation leave, or personal leave, but said employee shall be paid for any holiday that may occur during the time that he/she is receiving Workers' Compensation benefits.

Section 4

During the time that an employee is receiving Workers' Compensation Insurance, the County shall assume both the County's share and the employee's share of pension costs (but not contributory insurance), as well as the costs for all medical benefits, excepting, however, if the employee fails to reimburse the County for contributory insurance.

ARTICLE 25: CLOTHING REIMBURSEMENT

Section 1

The Prosecutor agrees to provide new employees on the date of hire their initial uniform requirement, if any, as well as any and all equipment and accessories required by the Prosecutor.

Section 2

The Prosecutor shall provide uniforms, equipment, and accessories in accordance with the Prosecutor's specifications, heretofore signed by the parties and subject to change upon appropriate notice and discussion.

Section 3

The employee shall at all times maintain the uniform (if required) in a proper, neat manner.

Section 4

The Prosecutor agrees to replace any items provided by the Prosecutor that are damaged or destroyed in the line of duty, as certified by the Prosecutor or its designee. All other replacements shall be the responsibility of the employee.

Section 5

Employees shall receive a maintenance allowance of \$150.00 for uniform upkeep on the first pay period following February 1 of each year.

ARTICLE 26: EDUCATION BENEFIT

Employees covered by this Agreement are entitled to apply for any educational benefits offered by the County of Sussex.

ARTICLE 27: LAYOFFS

Section 1

The Prosecutor may lay off employees for bona fide economic reasons. The Prosecutor agrees that employee layoffs for bona fide economic reasons shall be on the basis of seniority, in inverse order, beginning with temporary help, then probationary employees, and lastly, permanent employees. In no instance shall permanent employees be laid off while part-time employees are retained. In all cases, the Prosecutor shall provide proper written notice to employees to be laid off, forty-five (45) calendar days in advance.

Section 2

In the event an employee is laid off, he/she shall have first consideration for re-employment at such time that the position is again available, with the understanding that the Prosecutor shall make all final decisions as to rehiring.

Section 3

In the event the employee is re-employed after layoff, he/she shall be re-employed with all benefits that he had prior to layoff, provided under the law.

ARTICLE 28: SEVERANCE PAY

The Prosecutor agrees to pay severance pay to the extent permitted by law.

ARTICLE 29: NO WAIVER

Except as otherwise provided in this Agreement, failure to enforce any provisions of this Agreement shall not be deemed a waiver thereof.

This agreement is not intended and shall not be construed as a waiver of any right or benefit to which either party is entitled by law.

ARTICLE 30: NO STRIKE CLAUSE

Section 1

The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment), work stoppage, slowdown, walkout, or other job action against the Prosecutor. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2

In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by an Association member shall entitle the Prosecutor to invoke the following:

- 1) Withdrawal of dues and deduction of privileges and
- 2) Such activity shall be deemed grounds for termination of employment of such employee(s).

Section 3

The Association will actively discourage, prevent, or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Prosecutor.

Section 4

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

Section 5

The Prosecutor agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 31: SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Prosecutor and the Association will meet for the purpose of negotiating changes made necessary by the applicable laws.

ARTICLE 32: DURATION

This Agreement shall be effective January 1, 2005, and shall continue in full force and effect until December 31, 2007, or until a new contract is executed.

ARTICLE 33: LONGEVITY

Section 1

An employee with five (5) years of continuous service is entitled to longevity compensation. To be eligible for longevity, an employee must be full time. Years of completed service shall be computed on a full calendar year from January 1st to December 31st, in accordance with the following schedule (schedule based upon full-time employment):

5 through 9 Years	=	\$ 600.00
10 through 14 Years	=	\$ 700.00
15 through 19 Years	=	\$ 850.00
20 through 24 Years	=	\$1,100.00
25 Years or More	=	\$1,300.00

Section 2

Payment will be made in mid-December on a lump sum basis. Payment will be prorated for employees who leave the employment of the Prosecutor in good standing prior to the payment of longevity. The parties recognize that under pension regulations, longevity paid in a lump sum is not subject to pension purposes, and therefore, is not creditable for pension purposes.

Section 3

Any employee granted any leave of absence without pay shall receive *pro rata* longevity based upon the actual number of months worked.

Any employee who retires in accordance with New Jersey State Division of Pensions regulations shall receive *pro rata* longevity based upon the actual number of months worked.

ARTICLE 34: PERSONAL LEAVE

Pursuant to the Personal Leave Policy as set forth in the Sussex County Employee Handbook, Page D112, adopted July 28, 1999, and shall be effective upon execution of this Agreement.

ARTICLE 35: SENIORITY

Section 1

For purposes of scheduling benefit leave time (vacation, holiday, personal, and compensatory), seniority is defined as the time since the employee's date of hire as a Prosecutor's Investigator. Employee seniority shall be used in scheduling benefit leave time, providing the remaining employees have the skills and ability to perform the work as determined by the Prosecutor. For seniority to be used, requests must be made sixty (60) days in advance.

Section 2

The opportunity for overtime related to special non-recurring programs and details outside of regular assignments, shall be offered by seniority, as defined in Section 1, on a rotating basis.

ARTICLE 36: OUT-OF-TITLE PAY

If an employee is named as acting supervisor by the Prosecutor, such employee will be paid the same salary as the lowest paid Sergeant, after thirty (30) days of serving as acting supervisor, and shall thereafter be paid in that capacity until such time as the employee is no longer serving in the capacity of acting supervisor.

ARTICLE 37: SAFETY

A new Union/Management Safety Committee shall be established consisting of up to three (3) Union-appointed representatives and up to three (3) Management representatives. Said committee shall meet at least four (4) times per year. Additional meetings may take place at the request of either the Union or Management.

IN WITNESS WHEREOF, the parties hereto have, by their duly-authorized representatives and officers, executed this Agreement on this _____ day of _____, 2005.

SUSSEX COUNTY PROSECUTOR:

**PBA LOCAL 138,
PROSECUTOR'S ASSOCIATION**

David J. Weaver

Thomas J. Accetta

Thomas Ellis

COUNTY OF SUSSEX:

Glen Vetrano, Freeholder Director

Elaine A. Morgan, Clerk of the Board

G:\KATHLEEN\PBA 138 PROSECUTOR'S INVESTIGATORS\2005 Agreement as Revised 01-25-05.doc

Appendix A

SUSSEX COUNTY/PBA LOCAL 138 SALARY SCHEDULE – 2005-2007

<u>Rank</u>	<u>2004 Salary</u>	<u>2005 Salary</u>	<u>2006 Salary</u>	<u>2007 Salary</u>
Pre-Academy	25,000	25,000	25,000	25,000
Post-Academy	30,000	30,000	32,000	33,280
Step 1	32,000	35,000	36,500	37,960
Step 2	34,000	37,000	40,000	41,600
Step 3	36,000	39,000	42,000	43,680
Step 4	38,000	41,000	44,000	45,760
Step 5	40,000	43,000	45,500	47,640
Step 6	42,000	45,000	47,500	49,720
Step 7	44,000	47,000	49,500	51,400
Step 8	46,000	57,000	60,000	62,200
Detective II**	51,500	58,500	61,500	63,700
Detective I**	61,500	63,000	64,500	66,700

*Employees shall advance to the next Step on January 1 of each succeeding year.

** Attained by promotion.