

**A G R E E M E N T**

between

**THE ATLANTIC COUNTY PROSECUTOR'S OFFICE**

and the

**COUNTY OF ATLANTIC**

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January 1, 2003 Through December 31, 2006

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**AGREEMENT**

THIS AGREEMENT is entered into on by and between the COUNTY OF ATLANTIC (hereinafter referred to as the “County” or the “Employer”) and the ATLANTIC COUNTY PROSECUTOR’S OFFICE, P.B.A. LOCAL #77 (hereinafter referred to as the “Local”, representing the Detective Division of the Atlantic County Prosecutor’s Office.

WITNESSETH:

WHEREAS, the Local represents the Sergeants, Investigator I, and Investigators working for the Atlantic County Prosecutor’s Office; and

WHEREAS, the parties hereto desire to assure sound and mutually beneficial economic relationships between the parties hereto; to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances; and to set forth herein the basic and full agreement between the parties covering rates of pay, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows.

**ARTICLE I**

**RECOGNITION AND DEFINITION**

A. The Employer recognizes the Local as the sole and exclusive bargaining representative for Sergeants, Investigators, and Investigator I of the Atlantic County Prosecutor's Office. All positions above the rank of Sergeant, up to and including the Chief of County Detectives, shall be excluded from this unit. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of, the employees covered by this Agreement established under the Laws of 1968, Chapter 303, Article 2.

## ARTICLE II

### WORK HOURS AND OVERTIME

- A. The normal work week shall consist of forty (40) hours, Monday through Friday. The normal shift shall consist of eight (8) hours work between 8:00 a.m. and 5:30 p.m., with an unpaid half hour (1/2) for lunch, which will be at the discretion of the Prosecutor to assign.
- B. Overtime worked after forty (40) hours shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay, exclusive of longevity.
- C. Effective July 1, 2003 the following will be excluded for the purposes of computing overtime:
1. Sick time.
  2. Personal days.
  3. Leave of absence (without pay).
- D. "Declared days off" shall not be excluded for the purposes of computing overtime.
- E. The assignment of overtime will be the exclusive responsibility of the County Prosecutor or his/her designee. No employee's shift will be split in order to avoid payment of overtime as defined above.

F. Individuals assigned to attend job-related schools during normal work hours shall claim the hours in school as hours worked.

G. Individuals who are assigned to extraditions or other assigned trips, will claim only hours actually worked. There shall be no payment for sleep or recreation time. If travel time is required in excess of an employee's normal commuting time due to the employee's being required to report to or leave from a location different from his/her normal work station, the difference between the two shall be claimed as hours worked if it is a work assignment. If the excess travel time is due to mandated school attendance, the difference shall be claimed as hours worked. No travel shall be claimed if attendance at the school or conference is permissive.

H. If an employee is given a work assignment that restricts freedom of movement between work and home (i.e. protective detail, extended surveillance, etc.), the employee shall claim all hours actually assigned to the project as hours worked. If, however, the employee is given a beeper, which allows a wide latitude of movement and activity, allowing the employee to use the "on-call" time for his own personal purposes, the time is not to be considered time worked.

I. Should an individual work any shift other than the normal Monday to Friday, 8:00 a.m. to 5:30 p.m. shift, and work in excess of forty (40) hours per week, he/she shall be compensated in the same manner as described above.

J. On-call compensation will be awarded to those individuals covered by this Agreement that are recognized by the Prosecutor as having to be an on-call status and must restrict their off-duty

activities in order to provide rapid response to the scene of the crime. The days of compensation will be administrated as follows:

1. Days will not be cumulative from year to year. A total of eight (8) days off with pay will be awarded to an individual who must be on call year round. An individual will receive a prorated amount of days off accordingly set with the amount of time the individual is on call. It is agreed that these days awarded will be given off at the discretion of the unit supervisor and Chief of County Detectives.

2. Any employee called into work during non-continuous off-duty time shall claim a minimum of four (4) hours worked. Call-in work hours begin as the employee leaves for the work location and ends when the employee arrives home. This assumes a direct travel from work location to home. Any employee on such duty shall receive a minimum of four (4) hours of pay at one and one-half (1 1/2) times the employee's regular rate of pay, irrespective of any overtime exclusions.

3. If travel time is required in excess of an employee's normal commuting time due to the employee's being required to report to or leave from a location different from the employee's normal work station, the employee shall receive overtime for the difference in commuting time.

K. In the event the Employer determines to change the regularly assigned shift of an employee, the employee shall be given at least 48 hours notice of such change, except in emergent circumstances. When an employee's shift is changed, he/she will have a minimum of ten (10) hours time off between his/her old and new shift.

L. Any unit employee assigned duties in a higher rank shall be paid at the higher rate after six

months, without retroactive compensation.



**ARTICLE III**

**WAGES AND LONGEVITY**

A. The following salary scales shall become effective in each contract year on the date shown:

1.	Step	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
	1	\$41,000	\$41,600	\$42,200	\$42,800
	2	\$43,000	\$43,600	\$44,200	\$44,800
	3	\$44,820	\$45,420	\$46,020	\$46,620
	4	\$47,210	\$47,810	\$48,410	\$49,010
	5	\$49,600	\$50,200	\$50,800	\$51,400
	6	\$51,990	\$52,590	\$53,190	\$53,790
	7	\$54,380	\$54,980	\$55,580	\$56,180
	8	\$67,566	\$70,268	\$73,079	\$76,002
	Sergeant	\$71,450	\$74,660	\$78,012	\$81,332

2. The Sergeants' differential shall be set above the maximum salary step (Step 8) for each year as follows:

Effective January 1, 2003 - 5.75 percent above the maximum salary rate

Effective January 1, 2004 - 6.25 percent

Effective January 1, 2005 - 6.75 percent

Effective January 1, 2006 - 7.00 percent

B. Step Movement

1. All employees shall continue to receive anniversary increments in January, April, July or October.

C. Appointments to the promotional position of Investigator I shall be made at the discretion of the Atlantic County Prosecutor for only those investigators who have over five (5) years of service. Service calculation for longevity shall include credit on a year to year basis of service in a law enforcement position for the County of Atlantic and will be paid on the following basis:

<u>Years of Service</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
After 4 years	\$600	\$600	\$600	\$600
After 7 years	800	800	800	800
After 10 years	1400	1400	1400	1400

D. Longevity will be paid in a separate lump sum check to be issued on or about November 15, but no later than the last pay day in November. Longevity shall be pro-rated by anniversary dates and/or date of severance from the service of the Employer.

E. After the initial calendar year of hire, each employee will be given an anniversary date for purposes of salary increase and longevity as follows:

<u>Hire Date</u>	<u>Anniversary Date</u>
January 1 - February 15	1/1
February 16 - May 15	4/1
May 16 - August 15	7/1
August 16 - November 15	10/1
November 16 - December 31	1/1(next)

**ARTICLE IV**

**INSURANCE**

A. Health Benefits.

1. Effective August 1, 2003 employees and their eligible dependents shall be provided comprehensive medical and hospital coverage in accordance with the provisions of the New Jersey State Health Benefits Program. Employees shall be provided a choice from among the State Health Program's plan offerings.
2. Prescription drug coverage shall be provided to all employees and their dependents in accordance with the freestanding prescription plan offered by the New Jersey State Health Plan.
3. Employees and their dependents shall also be provided optical and dental coverages through the County's own provider contracts.

All of the coverages outlined above will be provided to the employees and their dependents without premium copays and shall extend at least throughout the duration of this Agreement and through the completion of negotiations for a successor Agreement.

The provisions of this Article shall not be interpreted so as to diminish any rights or benefits provided by the March 13, 2003 agreement regarding health benefits.

The Union and County agree that they will reopen negotiations should any coverage provision for optical or dental care change during the time frames of this contract.

4. Employee as used herein, means a bargaining unit member who works more than 20 hours per week. The employee's eligible dependents for benefits include the employee's spouse and dependent children until they reach the age of 19 unless the plan provides benefits beyond the age of 19. Dependent children who are full time students will be covered until the age of 23. Fourteen (14) credits is considered a full time student (unless the particular college or university considers

14 credits as beyond the maximum full time status and in such cases 12 credits would be acceptable). These definitions and conditions also apply to participants in plans offered as alternatives to the County plan.

B. Health Benefits at Retirement.

An employee who retires shall be eligible for County paid health benefits for himself/herself and eligible dependents for three (3) years after retirement, commencing with the employee's retirement date. Retirement is currently defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full time service of up to 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 years or older and having had at least 15 years of full time service with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three year period of employer paid coverage.

For those employees hired before January 1, 1997, their prior law enforcement service shall be counted cumulatively as "service with Atlantic County" for the purpose of qualifying for payment of post retirement health benefits as outlined above.

C. Leaves of Absence - When an employee is granted a leave of absence unrelated to any Family and Medical Leave Act, the coverage of that employee and his dependents will be terminated unless the employee reimburses the County in full for the premium due during the leave in advance of taking such leave. If the employee opts not to pay for coverage, then benefits will be reactivated upon the employee's return from the leave of absence. In no event can this period of reimbursed coverage exceed 6 months. Any employee who goes to an unpaid status for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid

status.

D. Those employees who meet the eligibility requirement for COBRA will be provided with continuation coverage under the provisions of COBRA as administered by the various plans.

E. PBA #77 and the County agree to negotiate a health care “opt-out” provision if authorized by the New Jersey State Health Benefits Program (NJSHBP) or by subsequent legislation.

**ARTICLE V**

**SICK LEAVE**

A. Employees covered by this Agreement shall be granted the following sick leave with pay: One (1) working day sick leave with pay for each month of service with the County of Atlantic, commencing with the date of permanent appointment, up to and including December 31 next following such date of appointment, and then fifteen (15) days sick leave with pay for each calendar year thereafter.

B. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay if and when needed.

C. Sick leave, for purposes herein, is defined to mean absence from duty of the employee because of personal illness for which the employee is unable to perform the usual duties of his/her position, the exposure to a contagious disease, or the short period of emergency attendance upon the member of his/her immediate family who is ill and requires the presence of such employee.

D. If an employee is absent for five (5) consecutive working days for any of the reasons set

forth above, or if the employee is notified that evidence exists that sick leave is being abused, the employee shall provide to the Prosecutor acceptable medical evidence of the illness on the

prescribed form. The nature of the illness and the anticipated length of time that the employee will be absent from work should be stated on a doctor's certificate.

E. An employee who does not expect to report for work because of illness, or for any of the other reasons acceptable for use of sick leave, will notify his/her immediate supervisor by telephone or personal message within one (1) hour of the start of his/her work day.

F. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local Department of Health.

G. The total years of service after permanent appointment of each employee in Civil Service and all unclassified permanent employees shall be considered in computing accumulated sick leave due and available.

H. Once each year, on or before January 15, the Local shall be notified of the number of unused sick days and vacation days credited to each employee covered under this Agreement.

I. Employees who transfer into the Atlantic County Prosecutor's Office from other law enforcement agencies located within Atlantic County shall be given credit for accumulated sick leave up to a maximum of twelve (12) days. Verification of the sick leave must be forwarded to

the Personnel Director of Atlantic County by authorized letter from the previous employer.

J. Any employee covered under the terms of this Agreement who "retires" from County service under the Police and Fireman Retirement System or Public Employees Retirement System shall be paid 50% of accrued sick leave up to a maximum of \$22,500 gross wages. In the event that during the term of this Agreement the County increases the accrued sick leave allowance benefit to current code 33 management employees (lieutenants) in the Atlantic County Prosecutor's Office, the allowance granted herein shall be increased by an equal amount.

K. Members will be eligible for participation in the County Disability Pool. This pool has as its purpose the granting of wage continuation to employees who, because of non-job related illness, have exhausted all accrued sick and vacation time.

L. Each member will supply two (2) sick days (to be matched by the County) so an appropriate bank of days can accumulate. Members may be required to contribute additional days to keep an appropriate amount of days in the pool. Upon exhaustion of all sick and vacation time, a member may utilize the pool for wage continuation to a maximum of 120 days.

M. The disability pool, in essence, advances a member's annual leave days in the case of disability. Upon return to work, the member must pay back the days utilized under the disability pool. The County will reclaim these days by deducting one-half (1/2) of the member's sick and annual sick leave time each subsequent calendar year until all time has been repaid.



**ARTICLE VI**

**WORKER'S COMPENSATION**

A. When an employee of the Atlantic County Prosecutor's Office is injured on duty during working hours, he/she will be entitled to worker's compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).

B. Employees disabled or injured in the course of their employment shall receive the difference between their regular rate of pay and disability or worker's compensation payments that they receive for a period not to exceed one (1) year.

C. Any employee injured on the job will be required to be examined by the County physician, or have his/her disability monitored by the County physician along with the attending physician of the injured employee. This Article shall not be construed so as to abrogate any right provided to said employees by law.

**ARTICLE VII**  
**LEAVE OF ABSENCE**

A. Leaves of absence for employees covered by this Agreement shall be granted as provided in the Civil Service Statutes and Rules and Regulations, except as otherwise expanded herein.

Employees seeking leaves of absence shall submit sufficient documentation to the Prosecutor to substantiate the reason for the leave.

B. Any employee who is a member of the National Guard or Reserves of the Armed Forces of the United States of America and is required to undergo field training shall be granted a leave of absence with pay for the period of such training. This leave shall be in addition to the annual vacation leave granted the employee, provided that the employee presents the official notice of training from his/her commanding officer prior to the effective date of the leave of absence. No military leave of absence shall exceed two (2) weeks in any given calendar year.

C. A permanent employee holding a position in the unclassified or classified service who is temporarily incapacitated (either physically or mentally) to perform his/her duties, or who desires to engage in a course of study that will increase his/her usefulness to the Atlantic County Prosecutor's Office on his/her return to service, or for any other reason considered valid by the Atlantic County Prosecutor, may be granted a special leave of absence without pay for a period not to exceed six (6) months. Any employee seeking such leave without pay shall submit his/her request in writing to the Prosecutor, stating the reasons for the request, the date that he/she desires to begin the leave, and the probable date that the leave will terminate.

D. Child Rearing Leave - Permanent employees shall be eligible for child rearing leave as follows:

1. An employee shall submit written notification to his/her immediate supervisor, stating the anticipated duration of the leave of absence with pay, at least two (2) weeks in advance, if circumstances permit. Such leaves may be granted for a period of time not to exceed six (6) months. Upon request of the employee and at the discretion of the Prosecutor, such leaves may be extended or renewed for a period not to exceed six (6) months. The extension of such leave is to be consecutive to the initial leave. In no case shall the total amount of leave exceed twelve (12) months.

2. In no case shall the employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.

3. While an employee is on child rearing leave, the duties of his/her position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a temporary employee.

4. Every employee has the right to return to the same position in the same classification he/she held before going on child rearing leave.

5. An employee who is on child rearing leave without pay is entitled to use accrued sick leave for the period that she is unable to work as certified by a physician, and all accrued annual leave. All other periods of leave related to child rearing leave shall be leave without pay. Unused sick and vacation leave shall be carried over until his/her return. An employee shall not earn annual and sick leave while he/she is on child rearing leave without pay.

E. Bereavement Leave

1. An employee shall be permitted three (3) days of bereavement leave following the death of a parent, parent-in-law, sibling, spouse, child, step-child, or grandparent.

2. In the event of the death of an employee's aunt, uncle, brother-in-law or sister-in-law, one (1) day's bereavement leave will be granted.

**ARTICLE VIII**  
**PERSONAL DAYS**

A. Each employee covered by this Agreement shall be granted three (3) personal days per annum. Personal days must be used in the year earned and cannot be carried forward.

B. Newly hired employees shall receive a pro-rata share of their personal leave days during their first year of employment as follows:

Before 4/1	3 days
Before 7/1	2 days
Before 10/1	1.5 days
Before 12/31	1 day

## **ARTICLE IX**

### **HOLIDAYS**

- A. All employees covered by this Agreement shall be entitled to all holidays proclaimed by the County of Atlantic for employees generally in the Civil Service of the County of Atlantic.
- B. If additional holidays are declared by the County Executive or the Governor of the State of New Jersey, the employees covered by this Agreement will be granted the same.
- C. Employees shall receive their regular eight (8) hours of pay for all designated holidays. All holidays shall be deemed as days worked for the purpose of computing overtime.
- D. Employees who work on a holiday shall receive, in addition to their regular holiday pay of eight (8) hours, time and one-half their regular straight hourly rate of pay for all hours worked.
- E. If Christmas or New Year's Day falls on a weekend day, all hours worked will be at one and one-half (1 1/2), but will not count toward hours needed for overtime.
- F. The following days shall be recognized as holidays:
1. New Year's Day
  2. Martin Luther King's Birthday
  3. Lincoln's Birthday
  4. Washington's Birthday
  5. Good Friday
  6. Memorial Day

7. Fourth of July
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day

G. A newly hired investigator attending a police training commission required academy shall be entitled to holidays recognized by the academy staff. The employee shall receive county compensation time for those hours while attending class when a contract holiday is not recognized by the academy staff.

**ARTICLE X**

**VACATIONS**

A. Employees covered by this Agreement shall be entitled to the following annual vacation with pay during each calendar year.

1. Up to one (1) year of service with Atlantic County Prosecutor's Office - one (1) working day vacation for each month of service.

2. After (1) year and up to five (5) years of service with the Atlantic County Prosecutor's Office -fifteen (15) working days vacation.

3. After five (5) years of service - twenty (20) working days of vacation.

4. Commencing in 1994, after twenty (20) years of service - twenty-five (25) working days of vacation.

B. Unused vacation days may be carried over into the following calendar year up to the amount earned during the previous year. In the event that the employee is unable to utilize his/her vacation time due to workload, he/she will be able to carry over up to two (2) years of vacation days into the next calendar year.



**ARTICLE XI**

**MANAGEMENT RIGHTS**

A. The Atlantic County Prosecutor shall have the right to determine the standard of service to be offered to the citizens of Atlantic County and to determine the standard of selection for employment, subject to the rules and regulations of the Civil Service Commission, or as provided by law; to direct his employees; to maintain the efficiency of his operations; and exercise control and discretion over the organization of the department and the technology of performance.

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

A. A grievance is defined as anything concerning the interpretation, application, or violation of policies, agreements, and administrative decisions affecting employees covered by this Agreement.

B. All grievances shall be filed and processed through PBA Local #77. The following steps shall be observed:

Step 1. The grievance shall be submitted in writing to the immediate supervisor of the grievant within ten (10) calendar days of the occurrence of the grievance. The immediate supervisor shall submit a written answer to the Local representative of the grievant within seven (7) calendar days of the submission date of the grievance.

Step 2. If the grievance is not satisfactorily adjusted at Step 1, the Local may appeal to the Chief of County Detectives within five (5) calendar days after receipt of the written answer in Step 1. The Chief of County Detectives will review the grievance and answer by submitting in writing his position within five (5) calendar days of the submission of the grievance to Step 2.

Step 3. If the grievance is not satisfactorily adjusted at Step 2, the Local may appeal to the County Prosecutor within five (5) calendar days after receipt of the written reply in Step 2. The County Prosecutor shall submit a written answer to the grievance within five (5) calendar days after submission to Step 3. Policy grievances affecting substantial numbers of employees covered by this Agreement may proceed directly to Step 3 of the grievance procedure.

C. Binding Arbitration - Disputes concerning an interpretation, application or violation of a term or condition of the Agreement which affects the income, hours or economic fringe benefits of the employee may be submitted to an arbitrator selected through the Public Employment Relations Commission, whose decision shall be binding upon the parties. The expense of such arbitration shall be borne equally by the parties. No other disputes may be submitted to such binding arbitration.

D. All constitution and statutory authority of the Prosecutor is incorporated by reference into this Agreement. Nothing in this Agreement shall affect the right of the Prosecutor to discipline and discharge an employee. Procedures for resolving grievances are fully set forth herein.

## **ARTICLE XIII**

### **PBA REPRESENTATION**

- A. The PBA Shop Steward shall be released from duty for such meetings as are mutually scheduled for the processing of grievances.
  
- B. The PBA shall be permitted to utilize not more than five (5) officers for such negotiation meetings as are mutually scheduled, with no loss of pay.
  
- C. The Employer will give release time with pay to duly authorized Union officials to attend special conferences/conventions, not to exceed five (5) days in the aggregate per annum.

**ARTICLE XIV**

**MISCELLANEOUS ITEMS**

- A. The County will provide a petty cash fund in the amount of \$1,000 to be used at the discretion and under the administration of the Prosecutor. The fund will be replenished on a semi-monthly basis.
- B. The County will print, at no expense to the employee, 250 business cards. Requests for additional cards will be forwarded to the Department of Administrative Services as needed.
- C. The County will provide a clothing allowance in the amount of \$800 in 1999 and each year thereafter during the life of this Agreement to all represented employees, to be paid in a separate lump sum check to be issued on or about November 15 but not later than the last payday in November. The payment will be pro-rated by anniversary date and/or date of severance from the service of the Employer.
- D. The employer and the Local agree that it is the best interest of the Office of the Prosecutor to maximize the professionalism of the staff. It is agreed, therefore, that both parties will cooperate in making available and participating in programs of education opportunity consisting of both in-service and outside schooling which will afford employees with opportunities to improve their job related skills. Such opportunity shall be posted.

E. Effective January 1, 2003, one of the following annual educational payments (not on base) shall be provided for those having or obtaining education degrees:

Bachelor's Degree - \$250.00 per year

Master's Degree - \$500 per year

It is agreed that past practice under this clause shall not be enforceable.

**ARTICLE XV**  
**EMPLOYEE RIGHTS**

A. Legal Representation

1. It is agreed that the Employer will provide counsel at its expense for the defense of unit employees in criminal actions brought against them arising out of and directly related to the lawful exercise of police powers in furtherance of their official duties, to the extent the Employer is permitted by law to provide this representation.

2. Further, it is agreed that any unit employee charged with a criminal offense, including disorderly persons offenses, may retain counsel of his/her choice for the purpose of such representation. However, said counsel shall not enter an appearance on behalf of the employee without first obtaining written authorization from the County Counsel or his designee. The Employer shall not disapprove counsel for the employee for any reason other than lack of agreement on the cost of representation, or legal conflict of interest. Written authorization shall not be required for counsel to represent employees in emergent or preliminary proceedings, including but not limited to custodial interrogations, initial court appearance, and bail hearings where it is impractical to obtain written authorization from the County Counsel or his/her designee.

3. As soon as practical, counsel shall provide the County Counsel or his designee with a detailed statement of anticipated services, the hourly billing rate to be applied, the total anticipated expenditure of time for the case, and the anticipated total charge. This statement shall be submitted in writing and shall be signed by the attorney. The County Counsel shall review this statement and, if acceptable, shall return an approved copy to counsel with authorization to provide

representation. If events or circumstances of an unforeseen nature appear, counsel shall submit a revised statement of anticipated services and costs for approval by County Counsel.

4. Hourly rates of over \$85.00 per hour will not be approved unless, in the judgment of the County Counsel, special circumstances unique to the case exist which warrant a greater fee, including but not limited to the complexity of the issues and the need for specialized trial experience. Total billings in excess of \$600.00 will not be approved for municipal court matters (in the absence of special or unique circumstances attendant to the case). In the event an appeal is taken to Superior Court from a municipal court judgment of conviction, fees in excess of \$800.00 will not be approved (in the absence of special or unique circumstances attendant to the case).

5. Payment for services rendered will be made at the conclusion of the litigation upon submission of a copy of the judgment of the court and an itemized bill, broken down in segments not greater than quarter-hours, for all services rendered. The Employer reserves the right to decline payment for any services which are not sufficiently documented or deemed to be unreasonable in relation to the filed statement of anticipated services. In the event that a unit employee is convicted, payment will not be made to counsel unless and until that conviction is reversed on appeal. In the event that a unit employee is convicted of a criminal offense, and that conviction is either not appealed or is affirmed, the Employer shall not be responsible for any costs of defense.

6. In the event a dispute should arise concerning the appropriate hourly rate or fee in a particular case, either party may submit the dispute to the appropriate bar association fee arbitration committee, whose decision shall be final and binding.

B. Civil Representation - The County will defend and indemnify all members of PBA #77 for civil claims arising from their employment, including professional liability claims, to the extent



permitted by law. Members of PBA #77 agree to cooperate in the defense of any such claims.

C. Personnel Files - Any employee, upon written request, shall have the right to review his/her own personnel file, including the psychological evaluation, in the presence of a representative of the Employer. Such review will be scheduled at the mutual convenience of the employee and management.

D. Employees shall be accorded all rights set forth in statute.

## **ARTICLE XVI**

### **SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement is subsequently declared by proper legislative and/or judicial authority to not be in accordance with applicable statutes, all other provision of this Agreement shall remain in full force and effect. In the event that the improper provision is one which confers an economic benefit, the contract shall be reopened for the purpose of negotiations regarding a substitute benefit.

**ARTICLE XVII**

**SAFETY COMMITTEE**

A. A Health and Safety Advisory Committee shall be established for the purpose of reviewing health and safety matters as they relate to the Investigative Staff and Sergeants of the Prosecutor's Office.

B. The Committee shall consist of two representatives of the Prosecutor and two (2) representatives of Local #77.

C. The Committee shall meet, if so requested by either party, once every quarter at a mutually agreed upon time and place.

D. All request of the Safety Committee shall be forwarded in writing to the Prosecutor for his review.

## **ARTICLE XVIII**

### **OFF DUTY ACTION**

All Investigative Personnel covered by this Agreement who take any lawful police action during his/her off duty hours which action should have been taken by said Employee on active duty will be entitled to the rights and benefits protections concerning such action as if on active duty. In regard to the compensation of time for said action, an elapsed amount of at least two (2) hours must take place before any eligibility for compensation accrues. Additionally, said Employee must make every effort at the earliest possible time to notify a superior officer of his/her action.

**ARTICLE XIX**

**DURATION AND TERMINATION**

- A. This Agreement between the County of Atlantic and PBA Local #77 shall commence January 1, 2003 and terminate on December 31, 2006.
  
- B. Negotiations for a successor Agreement shall be in compliance with N.J.S.A. 19:16-21.
  
- C. All provisions of this Agreement will continue in effect until a successor Agreement is negotiated.

