

A G R E E M E N T

PROSECUTOR OF THE COUNTY OF PASSAIC
AND
PASSAIC COUNTY ASSISTANT PROSECUTORS ASSOCIATION
1993 - 1994 - 1995

R.A.
JON

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AGREEMENT

THIS AGREEMENT entered into this 10 day of June , 1994, by and between the PROSECUTOR OF THE COUNTY OF PASSAIC (hereinafter the "Employer") and PASSAIC COUNTY ASSISTANT PROSECUTORS ASSOCIATION (hereinafter the "Association").

PREAMBLE

Both parties recognize that the paramount purpose of this Agreement is to maintain the high standards of excellence, morale and performance now in existence in the Passaic County Prosecutor's Office.

Other purposes of this Agreement are:

- (a) The promotion of harmonious relations between the Employer and its employees;
- (b) The establishment of an equitable and peaceful procedure for the resolution of differences;
- (c) The establishment of fair rates of pay, hours of work and other conditions of employment satisfactory to both parties; and
- (d) The prevention of the interruption of the efficient and effective operation of the Employer, which operation is essential to the well-being of the citizens of Passaic County.

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ARTICLE I - MANAGEMENT RIGHTS

The public Employer retains the right in accordance with applicable laws and procedures, to:

- (a) Direct employees.
- (b) Hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees and including the right to take disciplinary action when an employee fails to comply with management requests.
- (c) Relieve employees from duties because of the lack of work or for other legitimate reasons.
- (d) Maintain the efficiency of the government operations entrusted to it.
- (e) Determine the methods, means and personnel by which such operations are to be conducted.
- (f) Take whatever action may be necessary to carry out its functions in situations of emergency.

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ARTICLE II - RECOGNITION

The Employer recognizes the Association as the sole and exclusive authorized bargaining representative for all assistant prosecutors, excluding first assistant prosecutor and deputy first assistant prosecutor.

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ARTICLE III - PERSONAL LEAVE

(A) Every employee shall be permitted a maximum of three (3) personal leave days per year with pay. Such personal leave may be granted in half-day units.

(B) The employee shall provide three (3) days advance notice of such leave except in the event of personal emergency. Approval of such leave request shall not be unreasonably refused. Except as provided herein such leave shall not be cumulative.

(C) In the event the Employer does not approve the employee's leave request and as a result one or more of the personal leave days is not taken within the calendar year as per past practice, then the unused personal leave day(s) may be carried over to the next calendar year.

(D) An employee may request of the Employer, for good cause shown, to carry over personal leave day(s) to the next calendar year. Approval of such requests shall be within the discretion of the Employer.

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ARTICLE IV - BEREAVEMENT LEAVE

Bereavement Leave Pay

(A) Employees covered by this Agreement shall be allowed three (3) days off with pay at the employee's straight time pay for death in the immediate family.

(B) The immediate family for the purpose of this section is defined as a spouse, children, including step and foster children, employee's natural parents and current step-parents, grandparents, grandson and granddaughter, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law.

(C) Each employee covered by this Agreement shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

(D) Employees covered by this Agreement shall be allowed one (1) day off with pay at the employee's straight time pay to attend the funeral of other family members, provided the funeral occurs on a regular workday.

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ARTICLE V - SICK LEAVE

(A) Every employee covered by this Agreement shall earn payment for absence due to illness at the rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month.

(B) Unused sick days shall be cumulative from year to year.

(C) After an employee has used ten (10) or more sick days in any one calendar year, the Employer shall have the right to demand that the employee furnish a note from his doctor that said employee was in fact ill.

(D) After an employee has used five (5) continuous sick days, the Employer shall have the right to demand that the employee furnish a note from his doctor that employee was in fact ill.

(E) Newly hired employees shall earn sick leave at the rate of one (1) day for each month of completed service during the remainder of the calendar year of their employment.

(F) Upon retirement, an employee shall be entitled to the cash equivalent of one-half of his total remaining and accrued sick time, up to a maximum of \$12,000.00.

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ARTICLE VI - HOLIDAYS

(A) The following days are recognized paid holidays, except as modified herein:

1/2 day New Year's Eve
New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day and day after
1/2 day Christmas Eve
Christmas Day

(B) The Association recognizes the right of the Employer to require employees to work on holidays.

(C) If an employee is required to work on a holiday, he shall be compensated for such work at two (2) times the employee's regular rate for all hours worked, or compensatory time at two (2) times the hours worked, whichever method the Employer in his absolute discretion deems proper.

(D) If a holiday falls on Saturday, it shall be celebrated on Friday. If a holiday falls on Sunday, it shall be celebrated on Monday.

(E) If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or extend the vacation period by one (1) day at the Employer's option.

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ARTICLE VII - VACATION AND COMPENSATORY TIME

(A) The existing practice concerning vacations and compensatory time off shall continue as per past practice and shall be in lieu of all overtime payments.

(B) Effective upon the signing of this contract, an assistant prosecutor who attains the statutory salary maximum shall be entitled to one (1) additional compensatory day for the year following the salary increase which resulted in reaching the maximum. This entitlement, which is not cumulative, shall continue each year until the assistant prosecutor is no longer at the statutory salary maximum.

(C) Employer and the Association agree that it continues to be the policy of this office that employees utilize vacation time during the months of July and August and that employees assigned to trial courts (including Family Part) should attempt to utilize their vacation time so as to coincide with the vacation time of the judge to whom they are assigned.

(D) However, upon good cause shown, Employer agrees to grant reasonable requests for use of vacation time during months other than July and August provided such requests may be granted without impairing the functioning of the office.

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ARTICLE VIII - HEALTH AND INSURANCE BENEFITS

(A) Except as provided herein, all health insurance, dental insurance, life insurance, disability insurance and the Prescription Drug Plan shall remain in effect as per past practice.

(B) It is agreed that existing employees on staff as of the signing of this contract shall maintain their existing health insurance coverage, i.e. the Blue Cross/Blue Shield Pace Program equivalent, with the following amendments.

1. The deductible for health insurance shall be \$200.00 for the employee and \$200.00 for family members, amounting to a total deductible of \$400.00 in the aggregate. Said deductible shall commence in calendar year 1994.

2. Effective upon the signing of this contract, pre-admission review and case management shall be part of the health insurance program. It is specifically and expressly agreed, that under the pre-admission review and case management provisions of the health plan, in the event of a disagreement between the employee's physician(s) and the plan's physician(s) as to proposed surgery or course of treatment, the decision of the patient and/or patient's physician shall control. In such event, the plan shall pay the expenses of the chosen surgery or course of treatment in accordance with the plan's normal payment schedules for same.

(C) It is further agreed that all new employees hired after the date of the signing of this contract shall have the health insurance coverage known as the Blue Cross/Blue Shield Wrap-Around

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Program equivalent. The deductible under this program shall be \$200 for the employee and \$200 for family members, amounting to a total deductible of \$400.00 in the aggregate. Pre-admission review and case management shall be part of this health insurance program.

(D) It is further agreed that the co-pay under the Prescription Drug Plan shall increase from \$3.00 to \$5.00 for non-generic drugs and that this change shall be effective upon the signing of this contract or as soon thereafter as the County is able to implement the same. There will be no co-pay for generic drugs.

(E) In the event that the County changes its present insurance carriers and/or insurance plans, the new coverage for any and all health and insurance benefits shall be equal to or greater than, but not less than, the benefits and coverage levels presently in effect.

(F) In the event the Employer desires to change health care providers, or enter into a program of self-insurance regarding coverage for any existing benefits, the Association agrees to re-open negotiations solely as to that issue; provided, however, that no change shall be made in the benefits provided for in this Article without the full consent of both parties.

(G) In the event an employee is laid off (not resigned, terminated or retired), the hospitalization and prescription insurance benefits shall continue for a period of ninety (90) calendar days except if paid for by another Employer.

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ARTICLE IX - INVESTIGATION OF ASSISTANT PROSECUTORS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1) The interrogation of a member of the office shall be at a reasonable hour, preferably when the member of the office is on duty, unless the exigencies of the investigation dictate otherwise.
- (2) The interrogation shall take place at a location designated by the Prosecutor. Usually it will be at the Prosecutor's office or the location where the incident allegedly occurred.
- (3) The member of the office shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the office is being interrogated as a witness only, he should be so informed at the initial contact.
- (4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
- (5) The member of the office shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.

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ARTICLE IX - INVESTIGATION OF ASSISTANT PROSECUTORS (CONTINUED)

- (6) At every stage of the proceedings, the Prosecutor's Office shall afford an opportunity for a member of the office, if he so requests, to consult with counsel, and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the office, which shall not delay the interrogation beyond one (1) hour of consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.
- (7) In cases other than department investigations, if a member of the office is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (8) Nothing herein shall be construed to deprive the Prosecutor's Office or its officers of the ability to conduct the routine and daily operations of the office.
- (9) These rules shall apply to personal interrogations of members, but shall not apply to requests for written reports.

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ARTICLE X - EMPLOYEE LIABILITY

The Employer and the County shall provide legal defense and indemnification in all cases in accordance with the terms of the prevailing law at the time the claim arises.

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ARTICLE XI - NON-DISCRIMINATION

The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

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ARTICLE XII - FULLY BARGAINED PROVISIONS

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

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ARTICLE XIII - SEPARATION OF EMPLOYMENT

(A) Upon discharge, the employee will receive no later than the next pay period all monies to which he is entitled.

(B) Upon resignation, the employee will receive no later than the next pay period all monies to which he is entitled, provided that the employee has notified the Employer at least two (2) weeks prior to such resignation.

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ARTICLE XIV - GRIEVANCE PROCEDURE

(A) Definition

(1) A grievance shall be defined as a complaint by an employee, group of employees or the Association.

Class A grievance shall be defined as a complaint that there has been a violation of a term or condition of this Agreement.

Class B grievance shall be defined as a complaint that there has been a violation of a policy or an administrative decision.

(2) The term "employee" shall mean any regularly employed individual covered in Article II - "Recognition".

(B) Procedure

Step 1: Within ten (10) working days of its occurrence the matter shall be reduced to writing on an approved grievance form and submitted to the First Assistant Prosecutor. The First Assistant Prosecutor shall respond no later than ten (10) working days from receipt of the written grievance.

Step 2: In the event the grievance is not resolved at Step 1, then the matter may be appealed within ten (10) days in writing to the Prosecutor. The Prosecutor shall have ten (10) working days in which to respond.

Step 3: In the event the grievance is not resolved at Step 2 and provided the grievance is a Class A grievance, then the Association and only the Association may submit the matter within ten (10) days to binding arbitration in accordance with the procedures of the New Jersey Public Employment Relations Commission.

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ARTICLE XIV - GRIEVANCE PROCEDURE

(continued)

The written request for arbitration by the Association must be filed with the Public Employment Relations Commission and a copy served upon the Prosecutor's response at Step 2.

- (1) No response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.
- (2) Written dispositions of all grievances shall be forwarded to the Association.
- (3) In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
- (4) Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned.
- (5) Documents, communications or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.
- (6) Meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.
- (7) A grievance must be raised at Step 1 no later than ten (10) working days following its occurrence.
- (8) Nothing in this Agreement or grievance procedure shall affect or apply to the right of the Employer to discipline or discharge employees nor deprive any employee of their rights in such cases pursuant to civil service rules and regulations or otherwise.

ARTICLE XV - EXISTING POLICIES

(A) The provisions of any valid and existing Board of Chosen Freeholder Ordinances or Resolutions validly providing employment benefits with regard to matters covered by this Agreement shall remain in effect unless this Agreement provides for some other benefit.

(B) In the event the Board of Chosen Freeholders negotiate an improvement in any wage or fringe benefit on a County-wide basis, then the employees in this bargaining unit shall have the right to request immediate negotiations as to such issue only, any other provisions of this Agreement to the contrary notwithstanding.

(C) The Prosecutor of the County of Passaic agrees that all benefits, terms and conditions of employment relating to the status of Passaic County Prosecutor's Office, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

(D) Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee covered by this Agreement pursuant to any rules, regulations, instructions, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

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ARTICLE XVI - SALARIES

(A) Effective January 1, 1993, there shall be a five percent (5%) cost-of-living adjustment.

(B) Effective March 1, 1994, there shall be a two and one-half percent (2 1/2%) cost-of-living adjustment.

(C) Effective September 1, 1994, there shall be a three percent (3%) cost-of-living adjustment.

(D) Effective March 1, 1995, there shall be a two and one-half percent (2 1/2%) cost-of-living adjustment.

(E) Effective September 1, 1995, there shall be a three percent (3%) cost-of-living adjustment.

(F) Increments shall be paid when due to all eligible employees according to the employee's anniversary date, pursuant to the Salary Guide for Legal Staff of the Passaic County Prosecutor's Office, a copy of which is attached to this Agreement.

(G) Steps 13 and 14 shall continue to be discretionary steps for which an employee who has reached the step preceding shall be eligible on his anniversary date. Such increments are at the discretion of the Employer as to each respective employee so eligible.

(H) It is agreed that, except as provided herein, assistant prosecutors hired after the date of the signing of this Agreement shall not be entitled to receive longevity benefits during the course of their employment with the Prosecutor's Office. It is also agreed, however, that the Prosecutor, in his discretion, may waive this provision and extend longevity benefits to a new employee if he deems same appropriate in an individual hiring context.

ARTICLE XVII - SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

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ARTICLE XVIII - WORK INCURRED INJURY

Where an employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Prosecutor, may reasonably require the said employee to present such certificates from time to time.

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Prosecutor or by its insurance carrier, then, and in the event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or, if there is an appeal therefrom, the final decision of the last reviewing court shall be binding upon the parties.

For the purpose of this Article, injury or illness incurred while the employee is attending an Employer sanctioned training program, shall be considered in the line of duty.

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ARTICLE XVIII - WORK INCURRED INJURY (continued)

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgement, or, if there is an appeal therefrom, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

In the event of disagreement concerning whether the injury is disabling or work-connected, the matter may be submitted to an arbitration panel of three (3) physicians - one of the employee's choice, one of the Employer's choice and a third selected by the two (2) physicians appointed by the parties.

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ARTICLE XIX - PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Prosecutor, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Prosecutor's Office may at any time review his personnel file. However, this appointment for review must be made through the Prosecutor or his designated representative.

Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to the employee and he shall be given the opportunity to rebut any material if he so desires, and he shall be permitted to place said rebuttal in his file. (When the employee is given a copy of the complaint, the identification of the complaint shall be excised.) However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all the details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, unless such removal is agreed upon by both the Employer and the employee. Unless so agreed, removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

Each employee shall be supplied with a written certification from the Employer prior to the end of the calendar year which shall

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state the number of accumulated vacation days, sick days, personal days and any other time which is available to the employee.

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ARTICLE XX - CLIENTS' SECURITY FUND

The 1993, 1994 and 1995 assessments by the Clients' Security Fund directed by the Administrative Office of the Courts as to practicing attorneys shall continue to be paid or reimbursed for employees covered under this Agreement during 1993, 1994 and 1995.

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ARTICLE XXI - AUTOMOBILE INSURANCE GUARANTEE FUND

The 1993, 1994 and 1995 assessments by the New Jersey Automobile Insurance Guarantee Fund shall continue to be paid or reimbursed for employees covered under this Agreement during 1993, 1994 and 1995.

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ARTICLE XXIX - TERM AND RENEWAL

(A) This Agreement shall remain in effect until December 31, 1995, or until a successor agreement is reached. In the event such a successor agreement is not reached by December 31, 1995, both parties expressly intend and agree to continue to remain bound by the terms of this Agreement in all respects during any interim period until a successor agreement is reached.

This means, inter alai, that during any such interim period, the Employer specifically agrees to continue to:

1. Award all salary step increases an employee may be entitled to pursuant to Article XVI;
2. Provide health and related coverages for all employees pursuant to Article VIII;

It is further specifically intended by the parties that this Article shall survive the expiration of the underlying Agreement, shall be severable therefrom and shall continue in full force and effect until a successor agreement is reached.

(B) It is understood that this Agreement shall be binding upon the parties, their successors and assigns and that upon notice to either party pursuant to the regulations of the Public Employment Relations Commission, either party shall have the obligation to commence negotiations for a successor agreement pursuant to the rules of the New Jersey Public Employment Relations Commission.

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ARTICLE XXI - TERM AND RENEWAL (continued)

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and attested to this 10 day of June, 1994

PASSAIC COUNTY PROSECUTOR

Ronald S. Fava

WITNESS:

A. H. W. J. i

PASSAIC COUNTY ASSISTANT PROSECUTORS ASSOCIATION

James W. H.

WITNESS:

David J. Pine

