

*Cost Testy
file*

AGREEMENT

between

COUNTY OF ATLANTIC

and

ATLANTIC COUNTY PROSECUTOR'S OFFICE
P.B.A. LOCAL #77

1993-1995

MARTIN R. PACHMAN, P.C.
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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.

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 on 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:

ARTICLE III

WAGES AND LONGEVITY

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

1. For employees hired before 1/1/94:

	<u>Step</u>	<u>1/1/93</u>	<u>7/1/93</u>	<u>7/1/94</u>	<u>12/31/94</u>	<u>7/1/95</u>
Investigator	1	30,500	32,025			
	2	32,551	34,179	35,887	35,000	
	3	33,998	35,698	37,483	37,483	39,732
	4	34,964	36,712	38,548	38,548	40,861
	5	36,050	37,853	39,745	39,745	42,130
	6	44,506	46,731	49,068	44,406	47,071
	6+				49,068	52,012
Investigator I		44,506	46,731	49,068	49,068	52,012

2. For employees hired subsequent to 1/1/94:

	<u>Step</u>	<u>1/1/94</u>	<u>1/1/95</u>
Investigator	1	30,500	30,500
	2	32,890	32,890
	3		35,280

3. For all employees, effective December 31, 1995, the salary guide will be as follows:

	<u>Step</u>	
Investigator	1	30,500
	2	32,890
	3	35,280
	4	37,670

anniversary date during 1994 by way of assigning Appendix I
as an Inv. Bargaining Unit. City and County of Danvers.

d. [REDACTED] salary of \$40,861.

[REDACTED] on their anniversary date in 1996.
[REDACTED]
[REDACTED]

e. The commitments for guide movement contained in paragraphs c and d specifically extend beyond the expiration date of this Agreement.

f. Any employees hired between January 1, 1994 and March 15, 1994 shall be placed on step 2 of the guide set forth in A.2 above, as an exercise of the employers' discretion.

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. Longevity is defined as years of service in the Prosecutor's Office in a position covered by this bargaining unit and will be paid on the following basis:

<u>Years of Service</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
After 4 years	\$600	\$600	\$600
After 7 years	800	800	800
After 10 years	1000	1200	1400

D. Sworn law enforcement officers from the Corrections and Sheriff's Departments who transfer into the bargaining unit will receive credit for prior length of service as follows:

<u>Years of Service</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
6-10 years	\$600	\$600	\$600
11-15 years	800	800	800

ARTICLE IV

INSURANCE

A. Medical Insurance.

1. Employees who commenced employment prior to March 15, 1994 shall continue to receive for themselves and eligible dependents the following coverages, all at no cost to the employee:

a. Group Hospital Medical Insurance, including major medical coverage, as currently provided. The program contains a deductible of \$100 per person, \$200 per family, and a co-pay of 20% of the first \$2,000 of covered major medical expenses.

b. Prescription drug coverage, with a \$3.00 co-pay for brand name prescriptions, and a zero co-pay for generic drug prescriptions, as currently provided.

c. An optical plan as currently provided.

d. A dental plan as currently provided.

2. "Employee," as used herein, means a bargaining unit member who works more than twenty (20) hours per week. An employee's dependent children will be covered through the year in which the child reaches the age of 19, or until the child reaches the age of 23 if a full-time student. These definitions and conditions also apply to HMO participants.

3. The County, in its discretion, may institute a program to require pre-admission review prior to hospitalization, out-patient certification, and/or a second surgical opinion at any time during the life of the contract, provided that all are without

E. Retirees.

1. An employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (PERS) or the Police & Fireman Retirement System (PFRS) shall be eligible for paid health benefits coverage for three (3) years after retirement, commencing with the employee's retirement date.

2. Upon completion of the three (3) years paid health benefits coverage by the County, the retiree will have the opportunity to remain in the group plan by reimbursing the County the amount of the monthly cost at the existing group plan rates.

3. An employee who "retires" is defined as one who has:

a. 25 years of actual service credited in either the PFRS or PERS pension system, acquired through employment within or without the County. This shall not include time credited as part of an early out or bonus system except as may be provided by law; or

b. 15 years of employment as a permanent County employee and be at least 60 years of age and be a part of an approved pension system at the time of retirement.

F. Reopener. The Local will have the right to reopen this provision if it desires to move its unit members into a Union-administered health plan which would be cost effective for the County.

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 \$20,500 gross

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 rights provided to said employees by law.

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 without 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

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 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 one (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 work load, he/she will be able to carry over up to two (2) years of vacation days into the next calendar year.

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

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 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

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.

ARTICLE XVII

DURATION AND TERMINATION

A. This Agreement between the County of Atlantic and PBA Local #77 shall commence January 1, 1993 and terminate on December 31, 1995.

B. Negotiations for a successor Agreement shall commence not later than August 1, 1995.

C. All provisions of this Agreement will continue in effect until a successor Agreement is negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their proper officers and the proper seals to be affixed on the date first above written.

PBA LOCAL #77

COUNTY OF ATLANTIC

BY: Chris Wellman

BY: Paul E. Lewis

Annex McHenry

[Signature]

[Signature]
