

AGREEMENT  
BETWEEN  
THE COUNTY PROSECUTOR OF WARREN COUNTY  
AND THE SUPERIOR OFFICERS OF  
POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL # 331

PROPOSED FINAL DRAFT APRIL 29, 1994

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**PREAMBLE**

This agreement, entered into this            day of  
1994, by and between the COUNTY PROSECUTOR OF THE COUNTY OF  
WARREN, herein called the "Prosecutor" and the Superior Officers  
of Policemen's Benevolent Association Local # 331, hereinafter  
called the "S.O.P.B.A.", represents the complete and final  
understanding on all negotiable issues between parties.

## ARTICLE 1

### PURPOSE

Section 1: This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, N.J.S.A. 34:13A-1 et seq., of the State of New Jersey, to promote harmonious relations, cooperations, and understanding between the parties; to prescribe the respective rights and duties of the parties; and to provide for the resolution of grievances, all in order that the public service and the law enforcement shall be expedited and effectuated in the best interests of the peoples of the County of Warren.

## ARTICLE 2

### RECOGNITION AND SCOPE

Section 1: The Prosecutor and the County hereby recognize the the Superior Officers in Policemen's Benevolent Association Local #331, as the sole and exclusive collective bargaining representative for all employees holding the title of Detective Sergeant, Detective Lieutenant and Detective Captain and employed by the Warren County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and all other applicable law.

Section 2: Superior Officer defined: only means Detective Sergeant, Detective Lieutenant and Detective Captain employed by the Warren County Prosecutor.

Section 3: Does not include personnel above the rank of Detective Captain or below the rank of Detective Sergeant.

Section 4: Unless otherwise indicated, the term "employee" and "employees" when used in this Agreement refer to all persons represented by the Superior Officers of Policemen's Benevolent Association P.B.A. Local # 331 in the above-defined negotiating unit.

Section 5: This section shall not preclude the addition of new titles at the Superior Officer level defined above which shall be negotiated only as to bargaining unit placement and salary at the time the new titles are established. The content of job descriptions shall not be negotiated and shall be the Prosecutor's prerogative solely and exclusively to determine without negotiations with the P.B.A. Failure of the Prosecutor and the Superior Officers of P.B.A. Local # 331 to agree on the bargaining unit placement and salary for a position title shall not delay the filling of the position and the payment of the employee(s) serving therein by the Prosecutor.

Section 6: Any time period may be extended by mutual agreement by both the Prosecutor and the Superior Officers of P.B.A. Local # 331.

### ARTICLE 3

#### DEFINITIONS

##### Section 1:

The Prosecutor	-	Warren County Prosecutor
The Employer	-	The Prosecutor
Employee(s)	-	Superior Officer(s)
Superior Officer	-	Detective Captain Detective Lieutenant Detective Sergeant
S.O.P.B.A.	-	Policemen's Benevolent Association Local # 331 Superior Officers
Union	-	P.B.A. Local # 331
Parties	-	The Employer & Employee(s)
The County	-	County of Warren
POSSLQ	-	Person of the Opposite Sex Same Living Quarters

A. All references to employees in the Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

B. The term "holiday" means any day so designated under the Article concerning holidays herein or a day especially designated by the Employer herein.

C. An unfair practice is any action of either party as defined in the Amendments of Chapter 303, Public Laws of New Jersey or the Laws of 1968.

D. All references to permanent Superior Officer or permanent employee shall mean regular employee. This shall not be construed as creating any status as in civil service, but rather that employees in the Prosecutor's Office serve at the discretion of the Prosecutor. All Superior Officers are employed pursuant to N.J.S.A. 2A:157-1 et. seq.



**ARTICLE 4**

**NON-DISCRIMINATION**

Section 1: The Prosecutor and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, union, or union membership.

## ARTICLE 5

### PRIOR BENEFITS AND PRACTICES

Section 1: Any and all existing benefits, including those benefits which are set forth as policies, practices and general working conditions which are substantially uniform in their application to employees (Superior Officers) which are in effect upon the signing of this Agreement shall remain in effect except to the extent that they are modified by this Agreement herein. The foregoing reference to existing benefits refers only to those benefits dealing with mandatory subjects of negotiations and rising to the level of a binding past practice as the latter phrase has been generally interpreted.

## ARTICLE 6

### UNION PRIVILEGES BULLETIN BOARD

Section 1: The Prosecutor will permit the Union to use a bulletin board in a central location approved by the Prosecutor. The bulletin board may be used only for official Union business and then only for meeting notices, posting of lists of officers and delegates, announcements of social and recreational events and activities. No anonymous, malicious or inflammatory material may be posted. The Prosecutor reserves the right to unilaterally remove any posted material not meeting the conditions and requirements of this section, which removal shall not be grievable under this agreement.

### USE OF FACILITIES AND EQUIPMENT

Section 2: The Employer agrees to permit the Union to use a County facility with prior approval of the Employer, once each month upon written notice given 5 days in advance upon the conditions that the Union agrees to indemnify and hold the Prosecutor and the County harmless for the use of the premises and to reimburse the Prosecutor and the County for any and all damages to the County property caused by the Union's activities.

### **INTER-OFFICE MAIL**

Section 3: . When the Superior Officers of P.B.A. Local # 331 have mail to be delivered to members or material to be posted on the bulletin board, the inter-office mail system shall be made available provided that priority is retained for the business of the Office of the Prosecutor.

### **UNION REPRESENTATIVES**

Section 4: The Superior Officers maintain the right to be members and be represented by P.B.A. Local # 331. The Superior Officers will be governed by the laws as set forth by the State of New Jersey in accordance with the bi-laws of P.B.A. Local # 331.

## ARTICLE 7

### MANAGEMENT RIGHTS

The parties acknowledge that in order to effectively conduct the business of the Prosecutor's Office of the County of Warren, the Prosecutor has all the rights, powers, authority, duties and responsibilities conferred upon it and invested in the Prosecutor by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following exclusively vested rights.

1. To determine the standards of service to be provided by the Warren county Prosecutor's Office.
2. To manage and administer the affairs and operations of the Warren County Prosecutor's Office.
3. To maintain efficiency and effectiveness of the Warren County Prosecutor's Office.
4. To direct its working forces and operations.
5. To determine the standards and qualifications for employment of all employees.
6. To hire, promote, transfer, and assign employees.
7. To discipline employees according to law including suspension, demotion, termination or other appropriate disciplinary action.
8. To take necessary action in emergencies.
9. To evaluate employee performance.
10. To direct the activities of all employees including content of work assignment.
11. To determine and implement the technology of performing work.

12. To determine the methods, means, and personnel by which the Prosecutor's operations are to be conducted.
13. To promulgate rules, regulations and policies from time to time which may effect the orderly and efficient administration of the Prosecutor's Office.
14. To generally exercise complete control over the organization of the Warren County Prosecutor's Office.

The Prosecutor's use and enjoyment of the Prosecutor's powers, rights, authority, duties, and responsibilities, the adoption of policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto shall be limited only by the terms of this agreement and then to the extent same conform to laws of New Jersey and of the United States.

## ARTICLE 8

### EFFECT OF LAW

#### A. Legislative Action

Section 1: If any provisions of this Agreement require legislative action or the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties should jointly seek the enactment of such legislative action or rule modification.

Section 2: In the event that legislation becomes effective during the term of this Agreement, which has the effect of improving the fringe benefits other wise available to eligible employees covered under this Agreement, this Agreement shall not be construed as a limitation upon eligibility for such improvements.

#### B. Savings Clause

Section 1: If any provision of this Agreement shall conflict with any federal or state law or have the effect of eliminating or making the Prosecutor ineligible for federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

## ARTICLE 9

### RULES OF THE PROSECUTOR

Section 1: The parties agree that the Prosecutor and/or his designee has the right to make reasonable and just rules and regulations. From this date forward any new rules or regulations shall be in writing and placed in a file of rules and regulations maintained by the Prosecutor. All such rules and regulations promulgated by the Prosecutor for the proper and efficient operation of the Prosecutor's Office shall be in written form and be duly disseminated to each Superior Officer. Said file shall be made available for review to each Superior Officer at any time.

Section 2: The aforesaid rules and regulations shall not be contrary to this Agreement.



## ARTICLE 10

### PERSONNEL FILES

Section 1: A personnel file shall be established and maintained for each Superior Officer covered by this Agreement. Such records are confidential, except that they are subject to the right to know law, citizen access right as dictated by law or other governmental executive directives, which take precedent over contract language. Such records shall be maintained in the Office of the Prosecutor and may be used for evaluation purposes by the Prosecutor or the Chief of Detectives and/or designee.

Section 2: Upon advance notice and at reasonable times, any Superior Officer may review his/her personnel file. Such review shall be made in the presence of the Chief of Detectives. The appointment for review must be made through the Chief of Detectives. These reviews shall be done at a mutually agreed upon time and during normal business hours.

Section 3: The personnel file subject to examination shall include but not limited to: the Superior Officer's employment application, performance appraisal forms, letters of commendation, record of promotions, special training or other related achievements, reports of criticism or fitness, reprimands, suspensions, fines, demotions and other disciplinary action and pre-employment investigation reports.

Section 4: The Chief of Detectives shall review with each Superior Officer the personnel file of said Superior Officer on an annual basis at the time of employee evaluation.

Section 5: Whenever a written complaint concerning a Superior Officer on his/her actions is to be placed in his/her personnel file, a copy shall be given to him/her within ten (10) working days from receipt and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file within ten (10) working days after receipt.

Section 6: Whenever a non-written complaint concerning a Superior Officer on his/her actions is to be noted by placement

in his/her personnel file, a copy of the notation shall be given to him/her within ten (10) working days from receipt and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file within ten (10) working days from receipt.

Section 7: In the event a Superior Officer places a rebuttal in his/her file it shall be attached to the written complaint or notation of a non-written complaint, no one shall remove the rebuttal from the file unless the complaint is also expunged therefrom.

Section 8: There shall be no secondary personnel file maintained unless it contains exactly the same information as the file which the Superior Officer has access to for review and rebuttal.

## ARTICLE 11

### INTERNAL INVESTIGATION PROCEDURE

#### A. ESTABLISHMENT

Section 1: This establishes the internal investigation procedures to be followed when a Superior Officer is questioned as a target of an investigation.

#### B: PURPOSE

Section 1: A Superior Officer of the Warren County Prosecutor's Office holds a unique status as a public officer in that the nature of his office and employment involves the exercise of a portion of the police power of the State.

Section 2: The security of the County depends to a great extent on the manner in which Superior Officers perform their duty. Their employment is thus in the nature of a public trust.

Section 3: The management, administration, disposition and discipline of the Warren County Prosecutor's Office have been delegated to the Prosecutor.

Section 4: The wide-ranging powers and duties given to the Prosecutor and his Superior Officers involve them in all manner of contacts and relationships with the public. Out of these contacts questions may arise concerning the actions of Superior Officers. These questions may require immediate investigation by the Prosecutor or his designee.

Section 5: These procedures are established to ensure certain rights to Superior Officers under investigation and shall not be construed to limit supervisory or prosecutorial authority in normal operations. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following procedure is established.

### C. MECHANICS

Section 1: The interrogation of a Superior Officer ordinarily will be conducted during normal working hours, preferably when the Superior Officer is on duty, unless the exigencies of the investigation dictate otherwise.

Section 2: The interrogation shall take place at a location designated by the Prosecutor or his designee.

Section 3: The Superior Officer shall be informed of the nature of the investigation before any interrogation commences. If it is known that the Superior Officer is being interrogated as a witness only, he/she shall be so informed at the initial contact.

Section 4: The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

Section 5: The Superior Officer shall not be subject to any offensive language, nor shall he/she be demeaned in any way.

Section 6: The complete interrogation of a Superior Officer may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by stenographer. In such cases, there will be no "off-the-record" questions.

Section 7: If a Superior Officer is under arrest or is likely to be, that is, if he/she is a suspect or the target of criminal investigation, he/she shall be given his/her rights pursuant to the current decision of the United States Supreme Court.

Section 8: The Prosecutor or his designee conducting the investigation shall afford a reasonable opportunity for a Superior Officer if he/she so requests, to consult with counsel and/or his/her P.B.A. representatives before and during any questioning concerning a violation of any criminal laws or departmental rules and regulations. The Superior Officer shall be allowed to have a representative or counsel present during questioning if he/she so desires.

Section 9: A Superior Officer under investigation shall not be required to take a polygraph examination in any given departmental hearing, but may do so at their option if requested by the Prosecutor.

Section 10: A Superior Officer charged with a criminal offense, or disorderly person's offense, at their request, will not have their departmental hearing prior to their criminal trial so as not to prejudice their standing with a jury. However, a Superior Officer may be suspended pending disposition of a criminal offense or departmental charges. Said suspension shall be solely at the discretion of the Prosecutor, and may be with or without pay.

Section 11: If a Superior Officer who has been suspended without pay pending disposition of said offense and is found to be not guilty of a criminal offense or departmental charges, he/she shall be entitled to all back pay, seniority and benefits.

Section 12: All of the above sections are subject to the provisions of N.J.S. 2A:81-17 and/or N.J.S. 2A:81-17.2.

## ARTICLE 12

### 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 of a Superior Officer. It is understood between both parties that no Superior Officer 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 the problems 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.

#### STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for 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 Superior Officer having a grievance shall discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the P.B.A.

Any grievance must be raised by the affected Superior Officer and sanctioned by the P.B.A. The Employee has the right to personal representation by counsel of his/her choice at the expense of the P.B.A. and/or the Superior Officer, in accordance with the by-laws of Warren County Local # 331.

##### STEP TWO

An aggrieved Superior Officer 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 P.B.A. 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 Superior Officer 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 Superior Officer 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 Superior Officer may appeal his/her grievance to the Prosecutor within ten (10) calendar days following receipt by the Superior Officer of the Chief of Detectives written decision or twenty (20) calendar days from the date of filing the complaint with the Chief of Detectives, 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 Superior Officer and shall contain an explanation of the reasons for his dissatisfaction with the decision of the Chief of Detectives.

The Prosecutor shall render a written decision within ten (10) calendar days from his 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**

Grievance affecting the interpretation and application of the provisions of this Agreement not settled through steps one, two and three may be referred to the Public Employment Relations Commission within ten (10) calendar days after the determination by the Prosecutor. 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.

#### **ARBITRATION**

Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission that they are moving the grievance to arbitration. Appointment of an arbitrator will be consistent with the Public Employee Relations Commission 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.

#### **EXCEPTION FOR GRIEVANCES**

Any matter for which a review is prescribed by law or any regulation or rule of the State Attorney General, Prosecutor's Office or any matter which is beyond the scope of the Prosecutor, according to law, or limited to the action of the Prosecutor or his agents.

Dismissal is not grievable.



## ARTICLE 13

### ADMINISTRATION OF AGREEMENT

Section 1: A committee consisting of the Prosecutor and/or his designee and P.B.A. representatives may meet for the purposes of reviewing the administration of this Agreement and to discuss problems which may arise therefrom. For the purpose of this Agreement, these meetings are not intended to bypass the grievance procedure and are not to be considered collective negotiation meetings but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

Section 2: Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

Section 3: Representatives of the Union may attend meetings during regular working hours, and shall be granted time to attend without loss of pay.

**ARTICLE 14**

**LIABILITY CLAIMS AND INDEMNIFICATION**

Section 1: All Superior Officers covered by this Agreement shall be entitled to defense and indemnification by the Prosecutor and the County against liability claims or judgements arising out of the good faith performance of their official government duties.

## ARTICLE 15

### STRIKES

Section 1: The Superior Officers of the P.B.A. assure and pledge to the Prosecutor that its goals and purposes are such that it does not condone strikes or threats thereof by Superior Officer or work stoppages, slowdowns, or any other such actions which would interfere with service to the public or violate the constitution or laws of the State of New Jersey; and the P.B.A. and the Superior Officers agree that they will not initiate nor participate in such activities nor encourage members of the P.B.A. to initiate or participate in the same; and the P.B.A. will not support anyone acting contrary to this provision.

Section 2: The Prosecutor agrees that there shall be no lockout of Superior Officers during the term of the Agreement.

Section 3: Any violation of this Article shall constitute a material breach of this Agreement. Nothing stated elsewhere in the aforementioned shall alter the parties' rights to seek judicial relief in law or in equity.

## ARTICLE 16

### SAFETY

Section 1: The Prosecutor shall continue to make reasonable provision for the safety and health of all Superior Officers during the hours of their employment. The Prosecutor will discharge his responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Prosecutor will set up necessary job safety and health programs for all Superior Officers covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all Superior Officers.

Section 2: The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the Superior Officers consistent with established safety standards and in the promotion of safety, safe working habits, and good housekeeping throughout the work environment. Each Superior Officer will comply with all safety rules and regulations.

Section 3: Superior Officers' complaints of unsafe or unhealthful conditions shall be reported to the Chief of Detectives and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines, if deemed necessary by the Prosecutor or his designee.

Section 4: Superior Officers shall not be required to work under conditions of work which are unsafe or unhealthful which determination shall be made by representatives of OSHA. A Superior Officer whose work is temporarily eliminated as a result of the foregoing, may be promptly assigned on an interim basis to other comparable work which the Superior Officer is qualified to perform.

## ARTICLE 17

### STORM DAYS AND EMERGENCIES

Section 1: Should a Superior Officer report for work and subsequently the Prosecutor and/or his designee decide to close the Prosecutor's Office for whatever reason, such Superior Officers that report to work shall be credited for the day's work. Should the Prosecutor and/or his designee for whatever reason officially close the Prosecutor's Office before the start of the work day all Superior Officers scheduled to work that day will be credited with a day's work.

Section 2: In the event a Superior Officer cannot report to work because of storm conditions, and he/she is not excused by the Prosecutor and/or his designee, the time lost from work will be charged against his/her accumulated vacation, compensatory or personal time. In the event no such time is available, the time lost from work will be charged as time off without pay. If a Superior Officer is unable to report to work the Superior Officer must report his/her absence to the Chief of Detectives and/or his designee as soon as possible, but no later than the start of the work day, absent a true emergency.

## ARTICLE 18

### SENIORITY

Section 1: Seniority will be observed only with respect to Article 27 vacation request, and layoffs insofar as Article 31.

Section 2: Annually, the Prosecutor will provide the Superior Officers' of the P.B.A. with a seniority list which shall include each Superior Officers' name, job title and date of initial employment in the title as a Superior Officer within the Warren County Prosecutor's Office. Seniority is lost with any break in employment due to resignation or termination except as provided in Article 11, Section 11 and Article 31 or most recent employment, whichever is later.

**ARTICLE 19**

**PROMOTION**

Section 1: Promotions are at the sole discretion of the Prosecutor. Promotion means the advancements of a Superior Officer to a job title at a higher salary range.

Section 2: Upon promotion of a Superior Officer, all sick leaves and vacation balances shall be transferred with the Superior Officer.

Section 3: Upon promotion, a Superior Officer shall be informed of his/her new rate of pay one week in advance of the effective date, if possible.

## ARTICLE 20

### OUT OF TITLE WORK

Section 1: The Prosecutor and the Union agree that employees (Superior Officers) should be assigned work appropriate to and within their job classification.

Section 2: When any Superior Officer covered by this Agreement works out of title in a position of a higher rank for a period of thirty (30) consecutive days, he shall be compensated at the rate of pay for the position for the entire period during which he worked in that title. This clause shall only apply to a Superior Officer assigned to work at the rank of Lieutenant and above. Periods of less than thirty (30) days will not accumulate. This clause is not retroactive from the period covered by this contract and shall be prospective from the date of the signing of the contract only.

Section 3: Payment for work continued as outlined in the aforementioned paragraph shall be paid at the minimum rate of pay of the higher range.



**ARTICLE 21**

**UNIT TRANSFER**

Section 1: A Superior Officer may request reassignment from his/her present unit to another unit within the Prosecutor's Office.

## ARTICLE 22

### PENSION AND LIFE INSURANCE PLANS

Section 1: The Prosecutor and the County shall continue to maintain pension and life insurance benefits to Superior Officers covered by this Agreement.

Section 2: This coverage shall conform to the provisions of Chapter 16A in Title 43 of the New Jersey statutes that concern the plan known as Police and Firemen's Retirement System for Superior Officers covered or eligible for the aforesaid plan.

Section 3: The coverage shall conform to the provisions of Chapter 15A in Title 43 of the New Jersey statutes that concern the plan known as the Public Employee's Retirement System for Superior Officers' covered by or eligible for the aforesaid plan.

**ARTICLE 23**

**LONGEVITY**

Section 1: Superior Officers shall be eligible to receive annual longevity pay for commendable service in the amount of \$200.00 upon the completion of five (5) years of continuous longevity service with the Warren County Prosecutor's Office, plus \$50.00 for each additional year of continuous longevity service to a maximum of \$700.00 upon the completion of ten (10) years of continuous longevity service. Years of completed service shall be computed from December 26 of any given year to December 25 of the following year.

**ARTICLE 24**

**RETIREMENT**

Section 1: All Superior Officers who shall have reached sixty years of age may, at the discretion of the Prosecutor, be continued in service upon a written annual recommendation of the Prosecutor and/or his designee and the passing of an annual physical examination.

## ARTICLE 25

### MEDICAL BENEFITS

Section 1: All Superior Officers after three full calendar months of continuous service are eligible for hospitalization and major medical benefits under a policy written by the Total Plan Administrators. The medical benefits are paid by the Employer. For further clarification information with regard to medical benefits refer to the booklet supplied by the County for this purpose.

Section 2: The Employer shall pay current hospital and major medical premiums under the aforesaid policy for Superior Officers and their dependents who retire after January 1, 1975, with twenty years of continuous full time service, or are separated from full time continuous county service on a disability pension. Such payment shall continue until the death of the employee.

Section 3: Upon the death of an employee or a retired employee who is a member of the hospitalization and major medical plan the surviving spouse may continue in the plan by paying the monthly premium. If the surviving spouse is not the former employee or retired employee and shall remarry, the coverage shall cease immediately. If the surviving spouse is employed elsewhere and is covered by another medical benefits plan, the County's coverage shall be terminated immediately.

Section 4: Medicare Part B. Premium reimbursement for Superior Officers sixty five years or older shall be paid by the County until retirement.

Section 5: Commencing in 1989 the Employer and the County shall provide an eyeglass plan under which Superior Officers shall be entitled once every two years to \$35.00 towards an eye examination, \$35.00 towards regular glasses and \$40.00 towards bifocals or Rx safety glasses or contact lenses.

Section 6: Commencing in 1990 the Employer shall provide a drug prescription plan with a co-pay feature. The plan shall contain a provision permitting a Superior Officer the option of expanding to family coverage at the Superior Officer's expense.

Section 7: Upon the death of an employee in the line of duty their surviving spouse and or family will have hospitalization and major medical benefits continued for a period of one year at no cost to the survivors, and the premiums will be paid by the Employer. If the surviving spouse shall remarry or is employed elsewhere and is covered by another medical benefit plan, the County's coverage will be terminated immediately.

Section 8: Employer agrees to provide all health related benefits, to include health coverage, major medical, perscription plan, eye glass plan in amounts and such terms as in effect as of December 31, 1993. Any deductible or co-payment provision pertaining to the health benefits package aforesaid shall be fixed at these amounts in effect as of December 31, 1993, for the term of the contract.

## ARTICLE 26

### TEMPORARY DISABILITY INSURANCE PLAN

Section 1: Legislation enacted March 26, 1980, provided temporary disability insurance coverage for State employees. This legislation also provided that governmental entities and instrumentalities may elect coverage for their employees.

Section 2: The Prosecutor and the County agrees to participate in the New Jersey Temporary Disability Insurance Plan to cover all Superior Officers for work lost due to disability. The County shall pay 50% and the Superior Officer shall pay 50% of the cost of the insurance and shall participate in the program consistent with its Rules and Regulations.

## ARTICLE 27

### VACATIONS

Section 1: All Superior Officers covered by this agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein.

- a. A Superior Officer will receive twenty (20) days of vacation during the first calendar year of promotion.
- b. Upon the completion of twelve (12) years of continuous service with the Warren County Prosecutor's Office, a Superior Officer will receive twenty one (21) working days of vacation.
- c. Twenty two (22) working days of vacation from thirteen (13) years of continuous service.
- d. Twenty three (23) working days of vacation from fourteen (14) years of service.
- e. Twenty four (24) working days of vacation from fifteen (15) years of service.
- f. Twenty five (25) working days of vacation from sixteen (16) years of service.

Section 2: Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established policy. Vacation allowances must be taken during the current calendar year at such time as permitted or directed by the Prosecutor and/or his designee, unless it is determined it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward to the next succeeding year. Where a Superior Officer has earned vacation in excess of one year allowance as of October 1, the Superior Officer will meet with the Chief of Detectives to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.



Section 3: Upon separation from the Prosecutor's Office or upon retirement, a Superior Officer shall be entitled to vacation allowance for the current year prorated upon the number of months or major portion thereof worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Section 4: When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

Section 5: The Prosecutor and/or his designee shall attempt to schedule work, in so far as possible, to preclude changes in the vacation scheduling.

Section 6: A Superior Officer shall be required to give at least 24 hours advance written notice of a request to take a vacation day off. Requests for more than one day and up to four consecutive days off, must be given in writing at least 48 hours in advance. Vacation of less than five consecutive work days may be scheduled by mutual agreement between the Superior Officer and the Prosecutor and/or his designee. Requests for five or more consecutive days off shall be given in writing at least two weeks prior to the requested vacation. All vacation requests up to and including February 15, will be governed by seniority and after February 15, will be on a first come, first serve basis.

Section 7: If a Superior Officer dies having vacation credits, a sum of money equal to the compensation figured on his/her salary rate at the time of death shall be calculated and paid to his/her estate or legal representative.

Section 8: Vacation days shall be taken for less than a full day, at the discretion of the Prosecutor and/or his designee.

Section 9: Superior Officers shall not be credited with vacation time if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

## ARTICLE 28

### LEAVES OF ABSENCE

#### A. Sick Leave

Section 1: Sick leave shall accumulate at the rate of one day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire. Beginning with the second calendar year fifteen (15) sick days will be credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis and in accordance with established policy.

Section 2: Sick leave shall accumulate year to year with one day per month credited to the Superior Officer at the beginning of each successive month, and an additional day added every four months, for a total of fifteen days sick leave per year and available on January 1, of the calendar year.

Section 3: Superior Officers shall not be credited with sick leave days if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

Section 4: Sick leave may be utilized by Superior Officers when they are unable to perform their work by reason of personal illness, or illness in the immediate family, accident or exposure to contagious disease.

Section 5: Upon separation from the Prosecutor's Office by a Superior Officer any sick time utilized which has not been earned in accordance with Section 2, above, the costs thereof shall be withheld from the final paycheck.

Section 6: In all cases of illness, whether of short or long term, the Superior Officer is required to notify his/her superior of the reason for absence at the earliest possible time but in no event later than his/her usual reporting time or other time as required or necessitated by the circumstances.

- a. At the discretion of the Prosecutor and/or his designee, he may at any time require the Superior Officer seeking sick leave to submit acceptable medical evidence on the approved form.
- b. If a Superior Officer is absent for five consecutive working days, a doctor's certificate shall be required upon returning to work.
- c. For sick leave totalling more than fifteen days in a calendar year, a doctor's certificate shall be required upon returning to work.
- d. Up to two weeks sick leave shall be approved to any Superior Officer for emergency attendance upon a member of his/her immediate family (father, mother, spouse, child, foster child, sister, brother or other near relatives residing in the Superior Officer's household) critically ill and requiring the presence of such Superior Officer. Additional sick leave may be granted by the Prosecutor if special circumstances so require.
- e. If all bereavement leave set forth below in paragraph F has been exhausted then up to two weeks sick leave may be approved because of death in the immediate family, as defined in paragraph d, above.
- f. If the sick leave is not approved by the Prosecutor and/or his designee, the time involved during which the Superior Officer was absent shall be charged to his/her vacation credit, if any; otherwise, he/she will suffer loss of pay for such time.
- g. A Superior Officer who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave shall notify the Chief of Detectives, or some other person in his/her particular unit, by telephone or personal message, at the beginning hour of work for his/her position.

**Section 7:** Unused Sick Leave Retirement. A Superior Officer who retires or who dies while employed by the Warren County Prosecutor's Office (other than deferred retirement) from the Prosecutor's service and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at the rate of one half of the eligible Superior Officer's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effected date of his/her retirement or death provided, however, that no such supplemental compensation death payment shall exceed \$14,000.00. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or death at the option of the Superior Officer on quarterly dates: January 1, April 1, July 1, and October 1, with payments beginning on the quarterly date next following the date of retirement. Prior to October 1, in the year prior to the year of the Superior Officer's retirement or death a notice must be provided to the employer by the employee or his estate of his request as far as lump sum or quarterly payments. After October 1, the employer has the option on how to distribute the funds and not the employee. However, the option remains with the employee or his estate in the event of work related disability or death.

**B. Workmen's Compensation Insurance & Sick Leave Injury Insurance**

**Section 1:** The Prosecutor and the County agrees to purchase and maintain in force sick leave injury insurance to cover all Superior Officers for work loss due to injuries received on the job.

**Section 2:** When a Superior Officer is absent on a work related injury or illness, the Superior Officer shall retain his/her Worker's Compensation disability checks and receive in addition thereto a salary differential from which normal deduction shall be taken. The salary differential shall be paid during the period that the temporary disability benefits are received and all adjustments shall be made after the Superior Officer returns

to work in the event of an overpayment/underpayment. In this fashion, the Superior Officer shall be able to receive the Workmen's Compensation check and the salary differential such that the full salary shall be paid during this period, but to comply with the IRS and Division of Pension regulations, the normal withholding shall be taken only on the salary difference.

Section 3: Sick leave injury will not be charged to the Superior Officer's sick leave. Worker's Compensation and insurance accident reports must be filed with the Prosecutor's Office in all cases no later than the start of the second work date after the injury occurred, in case of a fatal or serious injury (one that requires hospitalization) complete the form and notify the Prosecutor or his designee immediately.

Section 4: The insurance carrier will issue the Workmen's Compensation checks to the Superior Officer and Prosecutor and/or his designee will issue, to the Superior Officer, the portion representing the difference between the compensation payment and the Superior Officer's full salary.

Section 5: The Prosecutor or the sick leave insurance carrier at their discretion may, at any time, require the Superior Officer on sick leave injury time to submit to a physical examination by a physician of the Prosecutor's or insurance carrier's choice.

Section 6: If the sick leave injury leave is not approved by the Prosecutor and/or sick leave insurance carrier after examining all evidence submitted by the Superior Officer, witnesses, if requested and required to substantiate the claim and the examining physician, the time involved during which the Superior Officer was absent shall be charged to his sick leave, if any, otherwise the Superior Officer shall suffer loss of pay for such time loss.

Section 7: A total amount of up to one year's compensation shall be paid by the sick leave injury insurance for work loss caused by an injury received on the job, provided the aforesaid requirements are complied with.

Section 8: A doctor's certificate authorizing a Superior Officer to return to work shall be required upon returning to work from sick leave injury or receiving Workmen's Compensation.

#### **C. Maternity Leave**

Section 1: A Superior Officer covered by this agreement shall be entitled to maternity leave as herein set forth. A Superior Officer shall notify the Prosecutor and/or his designee of her pregnancy as soon as it is medically confirmed, but not later than the end of the third month of pregnancy without good cause shown. Except for reasons of health and safety or inability to perform her job, the pregnant Superior Officer shall be permitted to work provided the attending physician approves and so advises in writing. Such Superior Officer shall be granted an earned and accumulated sick leave during the time prior to the expected date of confinement and for six weeks after the actual date of birth. Additional time beyond the six weeks shall be granted upon presentation with doctor's certificates setting forth the necessity therefore. Subject to the approval of the Prosecutor and or his designee, the Superior Officer may request the maternity leave without pay in lieu of the use of earned and accumulated sick leave. Leaves of absence may be granted by the Prosecutor and or his designee for a period or periods not to exceed a total of one year from the initial date of maternity leave upon written request when accompanied by a doctor's certificate setting forth the need therefore. In no event shall maternity leave extend beyond one year.

#### **D. Administrative Personal Leave**

Section 1: Superior Officers covered by this Agreement shall be entitled to three days of administrative personal leave of absence with pay in each calendar year.

Section 2: Administrative personal leave may be used for emergencies, observation of religious, or other days of celebration (but not holidays as defined herein), personal business, or other personal affairs such as death in the Superior Officer's immediate family, but not limited thereto.

Section 3: A Superior Officer shall be granted one full day administrative leave after each four calendar months of employment to a maximum of three days during the remainder of the calendar year in which he/she is employed.

Section 4: Administrative personal leave shall be granted by the Prosecutor and/or his designee upon request of the Superior Officer and leave shall be scheduled in advance, provided the request may be granted without interference with the proper conduct of the government function involved.

Section 5: Such administrative personal leave credit shall not accumulate. Unused balance in any year shall be cancelled at the end of the calendar year.

#### **E. Jury Duty**

Section 1: Should any Superior Officer be delegated to serve as a juror, he/she shall receive full pay from the Prosecutor's Office for all time spent on jury duty less any remuneration for such service.

Section 2: While a Superior Officer is serving jury duty he/she shall not be required to work for the Prosecutor and/or his designee during the hours when he/she is on jury duty.

Section 3: Superior Officers must obtain a certificate from the County Clerk's Office certifying their number of days the Superior Officer served on jury duty and submit the certificate to the Prosecutor's Office.

#### **F. Bereavement Leave**

Section 1: The Prosecutor and/or his designee shall provide bereavement leave with pay not to exceed five (5) working days total per calendar year. Three bereavement days may be utilized in the case of the death of a first degree relative, as defined below. The remaining two bereavement leave days may be utilized in the case of the death of either a first degree relative or a second degree relative as defined below. With regard to second degree relatives, Superior Officers shall be limited to one



bereavement leave day per occurrence. First degree relatives shall be defined as follows: A Superior Officer's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren, grandparents, son-in-law, daughter-in-law or POSSLO. Additional days may be approved by the Prosecutor and/or his designee in advance and charged against Administrative Personal Leave. If Administrative Personal Leave is exhausted, vacation and/or sick may be substituted.

Section 2: Second degree relatives shall be defined as follows: A Superior Officer's aunt, niece, nephew, cousin, sister-in-law or brother-in-law.

Section 3: As soon as possible a Superior Officer shall notify the Chief of Detectives of a death in his/her family, and of his/her need for leave. Notification must be given as in the case of Sick Leave. Proof of death may be required by the Prosecutor and/or his designee.

#### **G. Military Leave**

Section 1: A Superior Officer who is a member of the National guard or Naval Military or a serve component by any of the Armed Forces of the United States who is required to undergo annual field training annual active duty for training shall be granted a leave of absence with pay, for such period. Such leave shall bein addition to regular vacation leave and such pay shall not be for more than two (2) weeks. Proof of service shall be requested.

Section 2: A Superior Officer who enters upon active duty with the Military or Naval Services in time of war or emergency shall be granted a leave of absence, without pay, and will accumulate seniority during such period of service. A Superior Officer who voluntarily continues in the military service beyond the time when he/she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his/her employment and resigned. Upon termination of said service from the period of original enlistment, the Superior Officer will be re-employed at the rate of pay prevailing for work which he/she is assigned at the time of his/her re-employment providing however, that he/she has not

been dishonorably discharged, the job or comparable job is available, he/she is physically, mentally and emotionally able to perform such work, and he/she makes written application for reinstatement within ninety (90) days after discharge.

#### **H. Leaves Without Pay**

Section 1: The grant or denial of a request for leave without pay is discretionary with the employer. The request must be made in advance and must be recommended by the Chief of Detective, with the employer retaining the ultimate decision making power. A leave without pay request based upon non-job related medical reasons where a physician has indicated that the employee cannot work, will require the employee to first exhaust accumulated sick leave. If a leave without pay request is denied, the employee is expected to report to work. The employee's absence under such circumstances will be considered absent without leave (A.W.O.L.) which would give the employer cause for discipline including discharge.

#### **I. Additional Benefits**

Section 1: Benefits will be consistent with existing Federal and State laws at the time the leave is taken.

## ARTICLE 29

### HOLIDAYS

Section 1: The legal paid holidays which are recognized holidays for the purpose of this Agreement are as follows:

New year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday (Third Monday in February)  
Good Friday  
Memorial Day (Last Monday in May)  
Independence Day  
Labor Day  
Columbus Day (Second Monday in October)  
Election Day  
Veteran's Day  
Thanksgiving Day and the Friday succeeding the same  
Christmas Day

Section 2: When holidays set forth herein fall on Saturday or Sunday respectively for the purposes of this Agreement, said holidays shall be celebrated on Friday or Monday respectively in regard to Superior Officers working a five day work schedule. All other Superior Officers assigned to special units shall have said holidays celebrated on the days which they occur for all purposes including the receiving of holiday pay.

In order to qualify for holiday pay, Superior Officers must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence. A leave of absence without pay shall not be considered an excused absence.

In addition to the aforementioned holidays, the Employer will have the option to grant a holiday when the President of the United States as Chief Executive of the U.S. declares a holiday by proclamation or when the congress of the United States shall pass an declare a holiday to be legal under the laws of the U.S. or when the Governor of the State of New Jersey shall pass and declare a holiday to be legal under the laws of the State of New Jersey.

## ARTICLE 30

### EDUCATION BENEFIT

Section 1: All Superior Officers covered by this Agreement shall be eligible to receive financial reimbursement for job related, career or personal development courses such as seminars and continuing education courses which will aid the employee in his/her employment. The foregoing decision of job-relatedness is discretionary with the Prosecutor.

Section 2: Reimbursement will be contingent upon:

- a. An interested employee who has completed his/her probationary term must submit a written request for course work to the Prosecutor and/or his designee for approval and authorization that funds are available. The employee will be notified as to the approval or disapproval of his/her application within two (2) weeks. Within four (4) weeks after completion of the course work, the employee shall submit to the Prosecutor and/or his designee, certification of successful completion of the course work on the proper form. Payment will be made to the employee after approval by the Prosecutor and/or his designee and after the employee has completed and signed the proper voucher forms.
- b. The Superior Officer must maintain a "C" grade or better for an undergraduate course and a "B" grade or better for a graduate course.
- c. Courses shall be taken outside the employee's normal working hours and shall not interfere with the employee's responsibility of employment.
- d. Reimbursement will be the lesser of the actual expenses or the current tuition rate at Rutgers, the State University of New Jersey. Employees are responsible for their travel expenses, fees and books.
- e. Priority will be given to employees attending colleges within the State of New Jersey.

- f. A maximum of 9 credits per calendar year may be taken by employees.
- g. Employees must sign a service agreement commitment that they will continue employment with the Prosecutor's Office for at least one year. If the employee terminates employment before completion of the Agreement, he/she must repay the Prosecutor's Office the financial value of the tuition reimbursement that has not been repaid via the above work commitment.
- h. The amount of two thousand, five hundred dollars (\$2,500.00) will be appropriated by the Prosecutor's Office, for each year of this Agreement. Reimbursement to eligible employees will be a "first come, first served" basis until such time as the appropriation is depleted.

## ARTICLE 31

### LAYOFFS

Section 1: Layoffs of Superior Officers for bonafide economic reasons shall be solely at the discretion of the Prosecutor, however, in making such decisions, he shall initially consider layoffs on the basis of seniority.

**ARTICLE 32**

**SEVERANCE PAY**

Section 1: The Prosecutor hereby agrees to pay severance pay in the amount of two week's salary to any Superior Officer who is not transferred to or absorbed by any county, state or federal department, agency or programs.

## ARTICLE 33

### EMPLOYEE EXPENSES

Section 1: When the Employer requires that employees use special equipment such as rain and safety equipment, these shall be provided and maintained by the Employer at no expense to the employees.

Section 2: Clothing Replacement. If an employee's clothing is torn or otherwise damaged in the line of duty, said clothing shall be replaced at County expense upon the presentation of an appropriate receipt and supervisor's approval.



## ARTICLE 34

### VEHICLE AND USE

Section 1: It shall be the obligation of the Superior Officer assigned to a vehicle to keep same in good operating condition periodically by the County garage or its designee every 4,000 miles. Any costs incurred shall be paid by the Prosecutor.

Section 2: It shall be the responsibility of each Superior Officer to immediately report any defective vehicle to their immediate supervisor and the County garage.

Section 3: In the event the Prosecutor or his designee determine that a vehicle is in unsafe operating condition, said vehicle shall be removed from the service and repaired.

Section 4: It shall be the responsibility of each Superior Officer to immediately report any accident involving a County vehicle to the proper police authority and to the Chief of Detectives as soon as possible if not immediately.

Section 5: Any Superior Officer required to use his/her personal vehicle for employment related matters shall be compensated at the rate of \$.20 per mile. Said Superior Officer must comply with County Regulations in advance of usage in order to receive compensation.

### EMPLOYER AUTOMOBILE INSURANCE

Section 1: The Employer agrees to maintain in full force and effect liability insurance on all vehicles owned or designated for use by the Employer. This insurance will provide for coverage to anyone driving a vehicle owned by the Employee with permission.

Section 2: Employees who do not hold a valid and current drivers license shall not drive.

Section 3: The employer shall also provide insurance for an umbrella policy over and above the coverage of an individual employee's private automobile liability insurance coverage to

cover those situations in which an individual (employee) is authorized to use his/her personal vehicle for any business of the Employer. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration.

## ARTICLE 35

### ON-CALL COMPENSATION

Section 1: A Superior Officer may utilize the county vehicle assigned to him/her after hours for personal use at the discretion of the Prosecutor.

Section 2: It is the responsibility of each Superior Officer assigned a vehicle that his/her vehicle be properly equipped with the necessary material to function properly when responding to an assignment either during normal working hours or during non-business hours. Cost for equipment shall be paid by the Prosecutor.

Section 3: Superior Officers who are on call for Saturday, Sunday or Holidays as set forth in this contract will receive "on call" payment of twenty five (25) dollars for each Saturday, Sunday or Holiday that the Superior Officer is on call. It is further understood that the Prosecutor will make every effort possible so as NOT to have a Superior Officer placed on any "on call" roster.

## ARTICLE 36

### EXPENSES FOR MEALS

Section 1: In the event a Superior Officer is assigned to attend any school or in-service-training requiring overnight stays, his/her expenses for meals shall be paid by the Prosecutor.

Section 2: Any Superior Officer on extradition duty or assigned duties which prohibit him/her from being home at such times that a reasonable person would expect to eat breakfast or supper, the expense for the meal(s) shall be provided by the Prosecutor pursuant to Article 39, Section 2.

Section 3: The meal expense allowance as aforementioned shall be provided as follows:

Breakfast shall be eight (8) dollars per Superior Officer. A Continental breakfast does not constitute a meal and the Superior Officer shall receive the total allotment of eight (8) dollars.

Lunch shall be ten (10) dollars per Superior Officer.

Dinner shall be seventeen (17) dollars per Superior Officer.

Section 4: The Superior Officer may aggregate allowances for meals up to the eligible amount or maximum of thirty five (\$35.00) dollars per day. Receipts must be supplied for all reimbursements.

## ARTICLE 37

### HOURS OF WORK

Section 1: It is understood and agreed by the parties hereto that the normal hours of work in existence at the time of this Agreement for all Superior Officers unless changed by mutual consent shall remain in full force and effect for the duration of this change in normal working hours, but no change shall be made unless mutually agreed to. It is expressly understood that the foregoing provisions do not apply to those circumstances where changes of hours have been held to be management prerogatives.

Section 2: For all Superior Officers in the Prosecutor's Office the work week shall be forty (40) hours per week, which shall be scheduled Thursday through Wednesday.

Section 3: The normal eight (8) hour day is subject to a flex time schedule pursuant to the needs of the unit in which the Superior Officer is located. Every effort will be made to cover the work day between the hours of 8:00 a.m. and 6:00 p.m. In any given nine (9) hour period, the Superior Officer is entitled up to one hour off duty for meals (non-paid hour) or any part thereof.

## ARTICLE 38

### STIPEND IN LIEU OF OVERTIME

Section 1: A stipend will be paid to each Superior Officer in lieu of overtime. The stipend amount will be based on a yearly calculation relative to a Tactical or Non-Tactical assignment. It is mutually understood that the Tactical stipend has been calculated at a rate predicated on fifty (50) hours per year. The Non-Tactical stipend has been calculated at a rate predicated on twenty five (25) hours per year.

Section 2: It is mutually understood that the yearly Tactical stipend amount of \$2520.00 shall be sundered into four (4) equal quarterly installments over the course of the year. Likewise, the yearly Non-Tactical stipend amount of \$1260.00 shall be sundered into four (4) equal quarterly installments over the course of the year.

Section 3: It is further understood that Superior Officers represented in this contract agree to take all overtime stipend payment in the form of compensatory time off. The stipend will accumulate at a rate of 1/2 day or 1 day per month, depending on the assignment. Superior Officers agree to utilize accumulated stipend days on a quarterly basis with the approval of the Chief of Detectives.

Section 4: If the Chief of Detectives or his designee determines the Superior Officer cannot utilize any accumulated stipend days, the affected Superior Officer, shall be paid in money equal to the amount of the unused hours in accordance with the calculation set forth in Article 38, Section 2 of this agreement. If the Superior Officer is to receive a paid stipend, the stipend pay shall be incorporated in the pay period following the completion of the quarter.

Section 5: There is nothing to prohibit the Chief of Detectives and the affected Superior Officer from mutually agreeing to carry a portion of unused hours into the next quarter for subsequent use. It is understood that the use of stipend time will not interfere with the daily operations of the Prosecutor's Office.

## ARTICLE 39

### EXTRADITIONS

Section 1: When a Superior Officer participates in extradition duty, it is understood that all extraditing expenses, i.e. airline fares, food, car rental, gas, hotel/motel, parking fees, etc. shall be borne by the Prosecutor in accordance with the meal schedule (detailed in Article 36 of this contract) for those extraditions determined to be 50 miles or greater from Belvidere.

## ARTICLE 40

### APPLICATION OF SALARY AND BENEFITS

#### Retroactivity

Section 1: Salaries paid to Superior Officers shall commence with the signing of this contract.

Section 2: New or increased differentials shall be effective upon the execution of this Agreement by both parties.

Section 3: During any leave of absence without pay that is not covered by Federal laws, State laws or this contract, the Superior Officer's fringe benefits shall be continued provided that the cost thereof (normally paid by the Prosecutor/County) is thereafter paid by the Superior Officer to the insurance carrier through the Prosecutor/County, unless the Superior Officer is on authorized family leave.



## ARTICLE 41

### PAYROLL DEDUCTION OF UNION DUES

Section 1: The Prosecutor agrees to deduct from the salaries of bargaining unit members dues to the Union, P.B.A. Local # 331, exclusively as said organization is the duly certified majority representative for Superior Officers. Deductions shall be made when authorized in writing to do so by each employee. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law each pay period, and monies collected, together with a listing of the Superior Officers shall be transmitted to P.B.A. Local # 331 (checking account maintained at United National Bank, 101 Mansfield Street, Belvidere, New Jersey 07823) by the fifteenth (15th) day of each month following collection. The Superior Officer shall indicate in writing to the proper disbursing officer of the County his/her desire to have any deductions made from his/her salary for the purpose of paying the union dues. Such disbursing officer shall make such deduction from the compensation of the Superior Officer and disbursing officer shall transmit the sum so deducted to the Union as designated by the Superior Officer in his written request.

Section 2: No other requests for dues deductions for a labor organization shall be honored or processed by the Prosecutor for any Superior Officer.

Section 3: An authorization for deduction of membership dues in P.B.A. Local # 331 shall be terminated automatically when a Superior Officer is removed from the payroll of the Prosecutor. Where a Superior Officer takes a leave of absence without pay for one (1) month or more during any payroll deduction period, there shall be no obligation on the part of the Prosecutor to collect funds from his/her salary during such absence. Upon his/her return to employment at the termination of his/her leave, the Prosecutor shall continue to deduct dues from his/her salary in accordance with the payroll deduction agreed upon by the parties.

Section 4: The amount of monthly members dues will be certified by the P.B.A. in writing to the Prosecutor, and the amounts so certified will be uniform for all members of the Union.

Section 5: A Superior Officer may withdraw dues deductions from the Union on July 1 of each year provided, however, that said Superior Office gives notice of withdrawal to the Prosecutor thirty (30) days in advance of his/her desire to withdraw. The filing of notice of withdrawal shall be effective to halt deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed.

Section 6: The Union shall notify the Prosecutor of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after the receipt of the request.

Section 7: The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Prosecutor and/or his designee. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the County in reliance upon salary deduction authorization cards submitted by the Union.

## ARTICLE 42

### AGENCY SHOP

Section 1: Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union of automatic payroll deduction. The representation fee shall be in an amount equal to eighty five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union 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 union and the employer.

Section 2: The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the County at the request of the Union under this Article.

## ARTICLE 43

### APPLICATION OF SALARY AND BENEFITS

**MERIT PROGRAM** - In addition to the automatic increase, the Prosecutor may use discretion and award performance or incentive pay.

Section 1: Salaries paid to Superior Officers shall commence with the signing of the contract.

Section 2: New or increased differentials shall be effective upon the execution of this Agreement by both parties.

Section 3: During any leave of absence without pay that is not covered by Federal laws, State laws or this contract, the cost thereof (normally paid by the Prosecutor/County) is thereafter paid by the Superior Officer to the insurance carrier through the Prosecutor/County.

Section 4: Each employee will receive a minimum 3% increase in salary for the calendar year of 1994. A 1% differential is reserved for merit pay. The Employer agrees to use the entire 1% in implementation of merit raises so that the total aggregate is 4%. It is mutually understood that the increase will be calculated on the employees forty (40) hour pay rate.

Section 5: Each Superior Officer will receive a minimum 4% increase in salary for the calendar year of 1995. A 1% differential is reserved for merit pay. The Employer must use the entire 1% in implementation of merit raises so that the total aggregate is 5%.

## ARTICLE 44

### FULLY BARGAINED PROVISIONS

Section 1: This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

Section 2: Therefore, the Prosecutor and the P.B.A. for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 3: Nothing herein shall infer that this Agreement will be altered or modified in whole or in part during the life of this Agreement without the express mutual consent of both bargaining parties.

ARTICLE 45

TERMS OF AGREEMENT


Except as otherwise provided herein, the terms and effects of this Agreement shall be in full force commencing May 1, 1994 and shall remain in effect and full force through April 30, 1995.

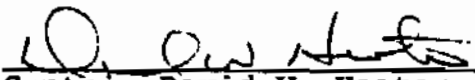
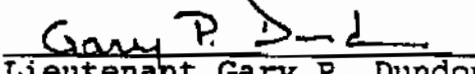
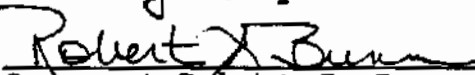
A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to April 30, 1996.

IN WITNESS WHERE, the Prosecutor and the P.B.A. have caused this Agreement to be signed by their duly authorized representatives as of the 29 day of APRIL, 1994.

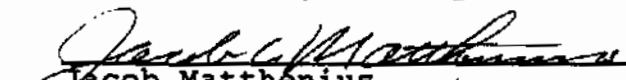
PROSECUTOR OF WARREN COUNTY

SUPERIOR OFFICER'S OF  
POLICEMEN'S BENEVOLENT  
ASSOCIATION LOCAL # 331

  
\_\_\_\_\_  
John J. O'Reilly

  
\_\_\_\_\_  
Captain David W. Heater  
  
\_\_\_\_\_  
Lieutenant Gary P. Dundon  
  
\_\_\_\_\_  
Sergeant Robert J. Bunn

We acknowledge receipt of this contract.

  
\_\_\_\_\_  
Jacob Matthenius  
Freeholder Director

  
\_\_\_\_\_  
Melinda Rae Carlton  
Clerk to the Board

DATE: May 18, 1994

DATE: May 18, 1994

THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF WARREN  
Administration Building  
Route #519  
Belvidere, NJ 07823

RESOLUTION

On motion by Mr. Miller, seconded by Mrs. Dickey  
the following resolution was unanimously adopted by the Board of Chosen Freeholders of the County  
of Warren at a meeting held May 11, 1994

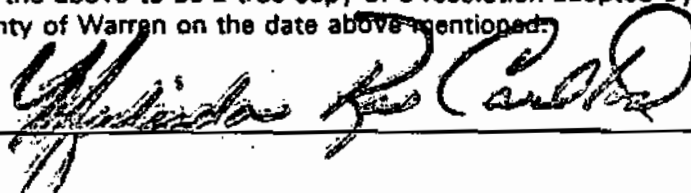
**RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR AND  
COUNTY ADMINISTRATOR TO ACKNOWLEDGE RECEIPT OF THE  
CONTRACT BETWEEN THE WARREN COUNTY PROSECUTOR AND  
THE SUPERIOR OFFICERS OF POLICEMEN'S BENEVOLENT  
ASSOCIATION LOCAL #331**

WHEREAS, the Warren County prosecutor and representatives of  
the Superior Officers of PBA Local #331 have completed contract  
negotiations and have agreed to the terms and conditions of  
employment by and in the county prosecutor's office; and

WHEREAS, Article 45 of the contract also requires formal  
receipt of the document by the Warren County Board of Chosen  
Freeholders, and provides for execution of the "Terms of Agreement"  
by the freeholder director and clerk of the freeholder board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen  
Freeholders of the County of Warren that the freeholder director  
and clerk of the board be and hereby are authorized to execute the  
Article 45 "Terms of Agreement" evidencing receipt of the contract  
by the freeholder board, a copy of such article being attached  
hereto.

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen  
Freeholders of the County of Warren on the date above mentioned.



Clerk