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A G R E E M E N T

PROSECUTOR OF THE COUNTY OF PASSAIC

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 265

AND

➤ PASSAIC COUNTY PROSECUTOR'S SUPERIOR OFFICERS' ASSOCIATION

1993 - 1994 - 1995

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I N D E X

	<u>Page</u>
Preamble.....	1
Management Rights.....	2
Recognition.....	3
Personal Leave.....	4
Bereavement Leave.....	5
Sick Leave.....	6
Holidays.....	7
Vacations.....	8
Health and Insurance Benefits.....	11
Association Leave Time.....	13
Employee Liability.....	14
Non-Discrimination.....	15
Fully Bargained Provisions.....	16
Separation of Employment.....	17
Grievance Procedure.....	18
Existing Policies.....	21
Salaries.....	23
Longevity.....	25
Appointment of Senior Investigators.....	26
Savings Clause.....	27
Work Incurred Injury.....	28
Safety Committee.....	30
Personnel Files.....	31
Investigation of Investigators, Senior Investigators, Detectives and Superior Officers.....	32

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I N D E X
(continued)

Educational Incentive.....	34
Dues Deduction and Agency Shop.....	35
Overtime.....	38
Usage of Automobiles.....	42
Petty Cash Fund.....	43
Credited Time.....	44
Retroactive Payment.....	45
Contract Copy.....	46
Term and Renewal.....	47

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1994, by and between the PROSECUTOR OF THE COUNTY OF PASSAIC (hereinafter the "Employer") and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 265 AND PASSAIC COUNTY PROSECUTOR'S SUPERIOR OFFICERS ASSOCIATION (hereinafter the "Associations").

PREAMBLE

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

Other purposes of this Agreement are:

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

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ARTICLE II - RECOGNITION

The Employer recognizes the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION NUMBER 265 as the sole and exclusive authorized bargaining representative for all detectives, investigators and senior investigators employed by the Passaic County Prosecutor but excluding all other police officers and employees including craft workers, professionals, confidential employees, managerial executives and supervisors within the meaning of the Act.

The Employer recognizes the PASSAIC COUNTY PROSECUTOR'S SUPERIOR OFFICERS' ASSOCIATION as the sole and exclusive authorized bargaining representative for all superior officers, including the chief of investigators, employed by the Passaic County Prosecutor, but excluding all other police officers and employees including craft workers, professionals, confidential employees, managerial executives and supervisors within the meaning of the Act.

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ARTICLE III - PERSONAL LEAVE

(A) Every employee shall be permitted a maximum of three (3) personal leave days per year with pay.

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

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

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

(E) Personal leave days may be taken by the employee in half-day increments.

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ARTICLE IV - BEREAVEMENT LEAVE

Bereavement Leave Pay

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

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

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

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



ARTICLE V - SICK LEAVE

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

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

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

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

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

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

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ARTICLE VI - HOLIDAYS

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

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

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

(C) If an employee is required to work on a holiday, he shall be compensated for such work at two (2) times the employee's regular rate for all hours worked, or compensatory time at two (2) times the hours worked, whichever method the employee selects, provided that such payment shall be in cash unless the employee elects compensatory time.

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

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

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R.F.
R.F.

ARTICLE VII - VACATIONS

(A) All employees are entitled to vacation leave with pay. Compensation is as follows:

1. 1-5 years of service - 12 working days each year
2. 6-10 years of service - 15 working days each year
3. 11-15 years of service - 18 working days each year
4. 16-20 years of service - 20 working days each year
5. 20 years of service and - 22 working days each year

Over

(B) Vacation leave should be credited and available for use on January 1st of each year and the amount of leave is dependent on the number of years of service.

(C) Probationary employees may not utilize vacation time during their probationary period, but at the end of the probationary period the employee shall be entitled to one accrued vacation day for every month worked during the probationary period, provided the employee is not terminated either during or at the end of the probationary period. Employees so terminated are not entitled to vacation leave, nor to compensation for same.

(D) After probation and during the first year of service up to January 1st, employees accrue one day for each month of service. As of January 1st, all employees are credited for the appropriate number of days in advance for the coming year.

(E) During the calendar year in which the anniversary date of an employee's actual years of service would entitle the

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ARTICLE VII - VACATIONS (continued)

employee to advance to the next level of vacation leave compensation, the employee shall be entitled to a pro rata share of the increase in vacation leave compensation, as follows:

For steps 2 and 3, if the anniversary date falls between January 1st and April 30th, the employee shall be entitled to three (3) additional vacation days during that calendar year. If the anniversary date falls between May 1st and August 31st, the employee shall be entitled to two (2) additional vacation days during the calendar year. If the anniversary date falls between September 1st and December 31st, the employee shall be entitled to (1) additional vacation day during that calendar year.

For steps 4 and 5, if the anniversary date falls between January 1st and June 30th, the employee shall be entitled to two (2) additional vacation days during that calendar year. If the anniversary date falls between July 1st and December 31st, the employee shall be entitled to one (1) additional vacation day during that calendar year.

Additional vacation days earned during a calendar year as a result of the change in vacation leave entitlement shall be credited as of January 1st of that calendar year.

(F) An employee who becomes ill during his vacation will not be charged vacation leave, but rather sick leave for the period of illness, provided the employee furnishes satisfactory proof such as a doctor's certificate of the illness to the Employer upon return to work.

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ARTICLE VII - VACATIONS (continued)

(G) An employee may request of the Prosecutor or his designee, the right to carry over into the next calendar year unused vacation days. Approval of such requests shall not be unreasonably denied. The carry over may not exceed one calendar year value.

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ARTICLE VIII - HEALTH AND INSURANCE BENEFITS

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

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

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

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

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



Program equivalent.

1. The deductible under this program shall be \$200.00 for the employee and \$200.00 for family members, amounting to a total deductible of \$400.00 in the aggregate.

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

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

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

(F) In the event the Employer desires to change health care providers, or enter into a program of self-insurance regarding

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coverage for any existing benefits, the Association agrees to re-open negotiations solely as to that issue; provided, however, that no change shall be made in the benefits provided for in this Article without the full consent of both parties.

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

(H) County policy concerning the provision of health benefits to retired employees shall be applicable to Prosecutor's Office employees who retire. It is acknowledged and agreed that the County may change its policy at its discretion.

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ARTICLE IX - ASSOCIATION LEAVE TIME

Effective January 1, 1989, the PBA and its representatives shall be entitled to thirty (30) eight (8) hour tours per year for attendance at PBA business, without loss of regular pay or benefits. This time will include the PBA Delegate's attendance at the meetings of the New Jersey State PBA, but is exclusive of the time provided the PBA Delegate to attend the State PBA convention. In addition, up to two (2) PBA representatives shall be permitted to attend the funeral of a law enforcement officer killed in the line of duty, provided the funeral must take place in the State of New Jersey.

Use of the time off provided above shall be provided upon prior notification by the PBA president, or his designee, to the appropriate Superior Officer. Said use of time off shall be denied only in the event of a clear and present danger confronting the Prosecutor's Office. Said PBA business time shall not be diminished by time spent at meetings scheduled by the Prosecutor.

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ARTICLE X - EMPLOYEE LIABILITY

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

R.F.
D.D.
M.H.
R.S.

ARTICLE XI - NON-DISCRIMINATION

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

R.I.
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ARTICLE XII - FULLY BARGAINED PROVISIONS

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

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ARTICLE XIII - SEPARATION OF EMPLOYMENT

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

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

R.A.
David
McCall

ARTICLE XIV - GRIEVANCE PROCEDURE

(A) Definition

For purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement which govern terms and conditions of employment.

(B) Procedure

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

Step 2: In the event the grievance is not resolved at Step 1, then the matter may be appealed within ten (10) working days in writing to the Prosecutor. The ten (10) working day period for appeal to the Prosecutor shall run either from the date of receipt of the First Assistant Prosecutor's written response or upon the completion date of Step 1 where there is no response. The Prosecutor shall have ten (10) working days in which to respond.

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

ARTICLE XIV - GRIEVANCE PROCEDURE

(continued)

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

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ARTICLE XIV - GRIEVANCE PROCEDURE (continued)

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

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ARTICLE XV - EXISTING POLICIES

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

(B) In the event the Board of Chosen Freeholders negotiates an improvement in any fringe benefit on a County wide basis or with another law enforcement agency, then the employees in this bargaining unit shall have the right to request immediate negotiations as to such issue only, any other provisions of this Agreement to the contrary notwithstanding. In the event the parties reach impasse in such negotiations, then either party shall have the right to submit the dispute to binding interest arbitration in accordance with the provisions of the New Jersey Employer-Employee Relations Act then prevailing in such cases for arbitration of such disputes in the case of policemen.

For the purposes of this Agreement, any cost-of-living adjustment granted by the County shall be considered as a fringe benefit.

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

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ARTICLE XV - EXISTING POLICIES (continued)

Agreement.

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

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ARTICLE XVI - SALARIES

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

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

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

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

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

(F) Increments shall be paid when due to all eligible employees according to the employee's anniversary date, pursuant to the Salary Guide for Investigators, County Detectives and Senior Investigators of the Passaic County Prosecutor's Office, a copy of which is attached to this Agreement. That is, an employee hired between January 1st and June 30th in a given year shall advance one step every January 1st thereafter. An employee hired between July 1st and December 31st in a given year shall advance one step every July 1st thereafter. All employees shall continue to advance to a higher step each year.

(G) The eighth step in the Salary Guide for Investigators, County Detectives and Senior Investigators shall continue to be a discretionary step. The determination of which employees, if any, shall be advanced to the discretionary eighth step and when they shall be so advanced shall be at the total discretion of the Prosecutor. The Prosecutor represents that the awarding of the

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ARTICLE XVI - SALARIES (continued)

discretionary eighth step shall be based on merit and outstanding service, but agrees to give non-binding consideration to such factors as seniority and length of time at maximum salary.

(H) An eighth step is created in the Sergeant salary range, effective upon the signing of this contract, as indicated in the attached Salary Guide.

(I) The Employer may hire an employee at any salary step he chooses, in the Employer's sole discretion. Once hired, an employee shall advance to the next salary step each successive year until top pay (Step 7) is reached, pursuant to paragraph D of this Article. This paragraph shall not apply to discretionary steps.

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ARTICLE XVII - LONGEVITY

(A) As previously amended effective January 1, 1992, Longevity Pay shall continue to be determined by length of employment as follows:

2% of base pay at the beginning of 7 years

4% of base pay at the beginning of 10 years

6% of base pay at the beginning of 15 years

8% of base pay at the beginning of 20 years

10% of base pay at the beginning of 25 years

(B) It is agreed that, except as provided herein, investigative employees hired after the date of the signing of this Agreement shall not be entitled to receive longevity benefits during the course of their employment with the Prosecutor's Office. The Prosecutor may, however, at his election and in his sole ✓ discretion, make an exception to this policy for new employees hired who come to the Prosecutor's Office from another law enforcement position and are already receiving longevity benefits. These new employees from other law enforcement positions will be ✓ eligible to receive credit for all years in prior law enforcement service plus military time, if the Prosecutor so elects to extend such benefits. Also, the Prosecutor, in his sole discretion, may extend longevity benefits to other new employees, regardless of background, if he deems same appropriate in an individual hiring context.

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ARTICLE XVIII - APPOINTMENT OF SENIOR INVESTIGATORS

(A) The appointment of employees to the Senior Investigator title shall continue to be at the total discretion of the Prosecutor, but the number of Senior Investigators appointed, when ✓ added to the total numbr of County Detectives employed by the Prosecutor's Office, shall not exceed the number of County Detectives which the Prosecutor is empowered to appoint by statute. The salary range for Senior Investigators shall be the same as the salary range for County Detectives. The appointment of an Investigator to the Senior Investigative title shall be at a step in the County Detective/Senior Investigator salary range to be determined by the Prosecutor, but in no event shall the appointment to the Senior Investigator title constitute a decrease in salary.

R.F. [Signature]
[Signature]
[Signature]

ARTICLE XIX - SAVINGS CLAUSE

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

RF. 

ARTICLE XX - WORK INCURRED INJURY

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

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

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

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

R.F. [Handwritten initials]
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ARTICLE XX - WORK INCURRED INJURY (continued)

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

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

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

RT. JAMES
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ARTICLE XXI - SAFETY COMMITTEE

(A) A Health and Safety Advisory Committee to review health and safety matters as they relate to the Investigative staff of the Prosecutor's Office shall be established.

(B) The committee shall consist of two (2) representatives of the Prosecutor and two (2) representatives of PBA Local 265.

(C) The committee shall meet, if necessary, once every quarter at a mutually agreed upon time and place.

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

(E) The Prosecutor shall reply in writing to the requests of the safety committee.

R. J. [Signature]
RJB

ARTICLE XXII - PERSONNEL FILES

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

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

Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to the employee and he shall be given the opportunity to rebut any material if he so desires, and he shall be permitted to place said rebuttal in his file. In such cases, the employee shall be furnished with all the details of the complaint, including the identity of the complainant.

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

Each employee shall be supplied with a written certification from the County, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the employee.

R.F. [Handwritten initials and signatures]

ARTICLE XXIII - INVESTIGATION OF INVESTIGATORS, SENIOR INVESTIGATORS, DETECTIVES AND SUPERIOR OFFICERS

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

- (1) The interrogation of a member of the office shall be at a reasonable hour, preferably when the member of the office is on duty, unless the exigencies of the investigation dictate otherwise.
- (2) The interrogation shall take place at a location designated by the Prosecutor. Usually it will be at the Prosecutor's Office or the location where the incident allegedly occurred.
- (3) The member of the office shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the office is being interrogated as a witness only, he should be so informed at the initial contact.
- (4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
- (5) The member of the office shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.
- (6) At every stage of the proceedings, the Prosecutor's Office shall afford an opportunity for a member of the office, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of the member of the office, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

R.F. [Signature]
[Handwritten initials]

ARTICLE XXIII - INVESTIGATION OF INVESTIGATORS, SENIOR INVESTIGATORS, DETECTIVES AND SUPERIOR OFFICERS
(continued)

(7) In cases other than department investigations, if a member of the office is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the provisions of the United States and New Jersey Constitutions, as well as the current decisions of the United States Supreme Court and the appellate courts of the State of New Jersey.

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(8) Nothing herein shall be construed to deprive the Prosecutor's Office or its officers of the ability to conduct the routine and daily operations of the office.

(9) These rules shall apply to personal interrogations of members, but shall not apply to requests for written reports.

R.I. [Handwritten signature]

ARTICLE XXIV - EDUCATIONAL INCENTIVE

As previously provided effective January 1, 1989, all employees covered by this Agreement who have attained an associate's level degree shall receive thereafter an annual education incentive payment of Five Hundred (\$500) Dollars and the annual incentive payment to employees who have completed a bachelor's level degree shall be Eight Hundred Fifty (\$850) Dollars.

Effective January 1, 1993, an annual education incentive of \$1200 is established for a master's level degree.

Such incentive payment shall be payable no later than the first payroll period in October of the respective year, by separate check from the regular payroll period check due at the time of payment.

R. J.
JOHN
M. J.
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ARTICLE XXV - DUES DEDUCTION AND AGENCY SHOP

(A) Section 1: The County agrees to deduct dues for the Association from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in possession of the County a current written assignment; individually and voluntarily executed by the employee. The Association shall be responsible for securing the signatures of its members of the forms and delivering the signed forms to the County.

Section 2: The County will deduct the current uniform dues from the pay of the employee(s) on a bi-weekly basis provided that if an employee has no pay coming for such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The County will deduct from the pay of employee(s) in any one month only those dues incurred while an individual has been in the employ of the County and only such amounts becoming due and payable in such month.

Section 3: In the event that a refund is due any employee for any sums deducted from wages are paid to the Association, it shall be the responsibility of such employee to obtain appropriate refund from the Association.

Section 4: All sums deducted by the County shall be remitted to the Association not later than the 15th day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be "R. F." followed by several lines of scribbled initials.

ARTICLE XXV - DUES DEDUCTION AND AGENCY SHOP (continued)

Section 5: If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the County notice of the change at least thirty (30) days prior to the effective date of such change.

Section 6: The Association shall indemnify and hold 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 or not taken by the County for purpose of complying with any of the provisions of this Article.

(B) 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) of reentry into employment with the unit shall, as a condition of employment, pay a representation fee the Union by automatic payroll deduction. The representation fee to the Union by automatic payroll deduction. The representation fee shall be in any amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the

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ARTICLE XXV - DUES DEDUCTION AND AGENCY SHOP (continued)

representation fee shall 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.

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ARTICLE XXVI - OVERTIME

(A) Basic Overtime

All employees covered by this agreement shall be expected to work a five-day week at 7.75 hours per day, with one hour for lunch, for a total of 38.75 hours per week, or 2015 hours per year. A "regular work week" shall consist of Monday to Friday, 8:45 a.m. to 4:30 p.m., except as provide herein.

Any work in excess of this basic five-day, 38.75 hour week shall be compensated in cash, except as provided herein, at the rate of one and one-half time the employee's regular hourly rate (time and half or double time on a holiday) for each hour of overtime worked. The respective employee's annual base wage shall be divided by 2015 to determine an hourly rate; that figure shall be multiplied by 1.5 to determine the overtime pay rate.

Any time worked in excess of 7.75 hours in any one 24 hour period shall be compensated at the overtime rate. Any time worked in excess of 38.75 hours during any seven day calendar week shall be compensated at the overtime rate.

There shall be no split shifts. An employee reporting for work on a regular work day shall work 7.75 hours consecutively to the end of his regular work day. That employee shall be compensated only for the time required to complete the particular assignment. All of said recall time shall be _____ considered overtime, and shall be compensated at the "time and a half" overtime pay rate. Any recalled employee shall receive a minimum of two (2) hours overtime pay per assignment.

(B) Work Schedules

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JAD
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The Association recognizes the absolute right of the Employer to alter work schedules of employees on an emergent basis as the needs of office efficiency and public safety so require. In no event, however, may a work schedule be altered solely for the purpose of avoiding overtime. If an employee is requested to perform an assignment outside of normal duty hours, the employee shall work regular tour of duty, and shall report back on duty at the requested time. All compensation for time worked on assignments outside normal duty hours shall be compensated at the overtime pay rate. All employees requested to work extra duty assignments shall receive a minimum of two (2) hours overtime pay per assignment. This clause shall pertain solely to occasional, sporadic extra duty assignments arising on any irregular basis, including but not limited to raids, arrests or spot surveillances.

In the event that the Employer or a designated subordinate determines that a need has arisen for an alteration of an employee's work schedule, such as a wiretap and related surveillance, a raid or a unit-wide second shift, then an employee's work schedule may be so altered. An employee's work schedule may be so altered without entitling the employee to overtime, provided the alteration is upon 24 hours notice. The period of 24 hours notice is to be counted back from the commencement of work by the employee under the revised work schedule. Employees who regularly attend night sessions of a municipal court shall continue to work a regular day tour and shall be compensated at the overtime pay rate for the extra-duty at night.

R.F. [Handwritten signature]

Re-assignment of an employee due to a wiretap and related surveillance shall occur at the sole discretion of the Employer or his designated subordinate. Re-assignment of an employee to a "permanent, unit-wide second shift" shall be a management prerogative.

A "permanent, unit-wide second shift" shall mean a sustained, regular tour of duty outside the "regular work week", consisting of five sequential shifts of 7.75 hours each, to a maximum of 38.75 hours per seven-day week, and shall affect an entire squad. Any work in excess of this basic five-day, 38.75 hour week shall be compensated as overtime using a method identical to that outlined in paragraph A of this Article.

(C) Compensatory Time

Notwithstanding any provisions contained in this Article to the contrary, an employee may elect to receive part of his or her overtime compensation as "compensatory time" in lieu of a cash payment. "Compensatory time" shall mean time available to the employee to use as authorized personal leave time from the employee's regular shift, similar to vacation time as defined in Article VII and personal time as defined in Article III; however, compensatory time may be taken in half days or day increments.

Compensatory time shall be earned at the rate of one and one-half (1.50) hours for each hour of overtime worked. In order to earn an entire day off from work, an employee must accumulate eight (8) hours of compensatory time for each day off or four hours for a half-day off. An employee shall provide three (3) days advance notice for a "comp day" except in the event of personal emergency.

An employee desiring to use less than a full day of compensatory time shall provide twenty-four (24) hours advance notice. Compensatory time requests shall not be unreasonable denied.

Compensatory time may be carried indefinitely; however, no employee may carry compensatory time in excess of forty (40) hours at any given time without the consent of the Prosecutor. Any overtime work thereafter must be compensated for in cash until the employee reduces his time, whereupon he may again earn and carry up to 40 hours.

No employee shall be required to use compensatory time in place of a request for vacation leave, personal time or sick time. Upon separation of employment, any remaining compensatory time shall be converted to cash overtime and paid to the employee.

(D) General Provisions

Overtime shall be submitted monthly and shall be paid no later than the second pay period of the month following submission.

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DAN
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ARTICLE XXVII - USAGE OF AUTOMOBILES

The Employer agrees that it is the sole and exclusive obligation of the Employer to provide and pay for all vehicle it deems necessary for the effective performance of the duties required by the Employer, with no cost of any kind whatsoever to the employee.

At no time shall an employee be required to use a personal vehicle for office business.

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R.

ARTICLE XXVIII - PETTY CASH FUND

There shall be a Petty Cash Fund administered pursuant to the agreement of the parties. The Petty Cash Fund shall be established and conducted in accordance with State guidelines as published by the Attorney General. The Petty Cash Fund shall be maintained at a single location and exists for the purpose of advancing to employees such costs as lunch money, tolls and parking costs as may be needed in the course of conducting the Prosecutor's business. The practice of receipts and vouchers shall be continued.

R.F. [Signature]
[Signature]
[Signature]

ARTICLE XXIX - CREDITED TIME

In the event the Prosecutor's Office is closed (such as emergency snow day or other office closing) Bargaining Unit employees shall be entitled to said day off or time off.

In the event an employee is required to work on that day, said employee shall be credited with an equal number of lost hours to be used at straight time rates on another day.

*R.F. [unclear]
[unclear]
[unclear]*

ARTICLE XXX - RETROACTIVE PAYMENT

Retroactive payment of salary increases and educational incentive shall be paid by separate check from the regular payroll period check due at the time of payment.

R.F. [unclear]
[unclear]

ARTICLE XXXI - CONTRACT COPY

The Employer shall provide one copy of the Agreement herein for each employee covered thereunder.

R. J. [Signature]
[Signature]
[Signature]

ARTICLE XXXII - TERM AND RENEWAL

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

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

1. Award all salary step increases an employee may be entitled to pursuant to Article VII;
2. Award all incremental vacation increases an employee may be entitled to pursuant to Article VII;
3. Award any education incentives an employee may be entitled to pursuant to Article XXI;
4. Provide health and related coverages for all employees pursuant to Article VIII;
5. Compensate employees for overtime work pursuant to Article XXIII.

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

RF. TO [unclear]
[unclear]

ARTICLE XXXII - TERM AND RENEWAL (continued)

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

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and attested to this 15th day of July, 1994.

PASSAIC COUNTY PROSECUTOR

By: Ronald S. Fava

WITNESS: [Signature]

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL 265

By: Det Domenick DeSenz

WITNESS: [Signature]

PASSAIC COUNTY PROSECUTOR'S SUPERIOR
OFFICERS' ASSOCIATION

By: Capt. V. A. R. Moschetti

WITNESS: [Signature]

Passaic County Prosecutor's Detective/Investigator Salaries

Job Description	Start Date	Step A	Step B	Step C	Step D	Step E	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
110 CHIEF	09/01/95	54101	56805	59509	62214	64917	67623	70328	73034	75741	78101	79475	83851	91894
	03/01/95	52525	55150	57776	60402	63026	65653	68280	70907	73535	75904	77160	81409	89217
	09/01/94	51244	53805	56367	58929	61489	64052	66615	69178	71741	74053	75278	79423	87041
	03/01/94	49751	52238	54725	57213	59698	62106	64675	67163	69651	71896	73085	77110	84506
	01/01/93	48538	50964	53390	55818	58242	60669	63098	65525	67952	70142	71302	75229	82445
120 Deputy Chief	09/01/95	50890	53424	55961	58496	61031	63567	66102	68639	71170	73716	76252	78795	83862
	03/01/95	49408	51868	54331	56792	59253	61716	64177	66640	69097	71569	74031	76490	81419
	09/01/94	48203	50603	53006	55407	57808	60211	62612	65015	67412	69823	72225	74624	79433
	03/01/94	46799	49129	51462	53793	56124	58457	60788	63121	65449	67789	70121	72450	77119
	01/01/93	45658	47931	50207	52481	54755	57031	59305	61581	63853	66136	68411	70683	75238
130 Captain	09/01/95	47694	50059	52422	54786	57149	59510	61876	64237	66612	68972	71336	73708	77088
	03/01/95	46305	48601	50895	53190	55484	57777	60074	62366	64672	66963	69258	71561	74843
	09/01/94	45176	47416	49654	51893	54131	56368	58609	60845	63095	65330	67569	69816	73018
	03/01/94	43860	46035	48208	50382	52554	54726	56902	59073	61257	63427	65601	67783	70891
	01/01/93	42790	44912	47032	49153	51272	53391	55514	57632	59763	61880	64001	66130	69162
140 Lieutenant	09/01/95	44455	46652	48855	51053	53250	55452	57650	59851	62047	64245	66442	68642	70837
	03/01/95	43160	45293	47432	49566	51699	53837	55971	58108	60240	62374	64507	66643	68774
	09/01/94	42107	44188	46275	48357	50438	52524	54606	56691	58771	60853	62934	65018	67097
	03/01/94	40881	42901	44927	46949	48969	50994	53016	55040	57059	59081	61101	63124	65143
	01/01/93	39884	41855	43831	45804	47775	49750	51723	53698	55667	57640	59611	61584	63554
150 Sergeant	09/01/95	39184	41580	43990	46394	48794	51197	53601	56006	58405	60810	63212	65612	68065
	03/01/95	38043	40369	42709	45043	47373	49706	52040	54375	56704	59039	61371	64478	66471
	09/01/94	37115	39384	41667	43944	46218	48494	50771	53049	55321	57599	59874	62905	64850
	03/01/94	36034	38237	40453	42664	44872	47082	49292	51504	53710	55921	58130	61073	62961
	01/01/93	35155	37304	39466	41623	43778	45934	48090	50248	52400	54557	56712	59583	
160 Detective/Senior Investigator	09/01/95	33905	36514	39118	41727	44334	46944	49549	52157	54766	57373	59980	62588	65196
	03/01/95	32917	35450	37979	40512	43043	45577	48106	50638	53171	55702	58233	60765	63297
	09/01/94	32114	34585	37053	39524	41993	44465	46933	49403	51874	54343	56813	59283	61753
	03/01/94	31179	33578	35974	38373	40770	43170	45566	47964	50363	52760	55158	57556	59954
	01/01/93	30419	32759	35097	37437	39776	42117	44455	46794	49135	51473	53813	56152	58492
170 Investigator	09/01/95	33204	35532	37865	40195	42526	44852	47183	49513	51844	54170	56500	58834	61169
	03/01/95	32237	34497	36762	39024	41287	43546	45809	48071	50334	52592	54854	57120	59387
	09/01/94	31451	33656	35865	38072	40280	42484	44682	46899	49106	51309	53516	55727	57939
	03/01/94	30535	32676	34820	36963	39107	41247	43390	45533	47676	49815	51957	54104	56251
	01/01/93	29790	31879	33971	36061	38153	40241	42332	44422	46513	48600	50690	52784	54879

* Step 8 awarded at the discretion of the Prosecutor.