

**A G R E E M E N T**  
**B E T W E E N**  
**T H E P R O S E C U T O R O F M O N M O U T H C O U N T Y**  
**A N D**  
**P B A L O C A L N O . 2 5 6**

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**JANUARY 1, 2003 THROUGH DECEMBER 31, 2005**

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**PREAMBLE**

This Agreement made this 6 day of January, 2003, by and between **MONMOUTH COUNTY PROSECUTOR**, hereinafter referred to as the "Employer" and the **PBA LOCAL NO. 256**, hereinafter referred to as the "Association". The parties recognize that the **Monmouth County Board of Chosen Freeholders** is the funding agent to this agreement.

**ARTICLE I**

**RECOGNITION**

The Prosecutor hereby recognizes PBA Local No. 256 as the sole and exclusive majority representative, within the meaning of the New Jersey Employer-Employee Relations Act, NJSA 34:13A-1 et seq., [Act], for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all sworn County Investigators employed by the Prosecutor, but excluding Chief, Deputy Chief, Captains, Lieutenants, Sergeants, managerial employees, confidential employees within the meaning of the Act, craft employees, confidential employees, professional employees, all non-police and all other employees.

**ARTICLE II**  
**UNION SECURITY**

**Section 1**

The employer agrees to have deducted PBA dues from the salaries of each employee who is a member of the Association under this Agreement when authorized in writing to do so by each Association member. Individual authorization forms shall be filed by the Association with the Employer-funding Agent.

**Section 2**

The amount of monthly Association membership dues will be certified by the President of the Association in writing to the employer, and the amount so certified will be uniform for all members of the Association. The Association shall provide and maintain a demand and return system consistent with NJSA 34:13A-5.6, and as that law may be amended.

**Section 3**

The form permitting the deduction of dues shall provide notice to such employee that he/she may withdraw from the Association on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Monmouth thirty (30) days in advance of his/her desire to withdraw.

#### Section 4

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit shall pay a representation fee to the Association by automatic payroll deduction and pursuant to NJSA 34:13A-5.6, and as that law may be amended. The said representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee from time to time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit and until a successor agreement between the Association and the employer.

#### Section 5

The Association agrees that it will indemnify and save harmless the Prosecutor and the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter regarding dues Check off under this Article.

**ARTICLE III**  
**WORK SCHEDULES**

**Section 1.**

The standard weekly work schedule for all employees covered by this Agreement shall consist of forty (40) hours per week, eight (8) hours per day, exclusive of one-half (1/2) hour meal period, and inclusive of two (2) fifteen (15) minute breaks.

**Section 2.**

The Prosecutor shall have the right to schedule the hours of work in the workweek and to vary the daily or weekly work schedule consistent with the needs of the Department.

**ARTICLE IV**

**OVERTIME**

**Section 1**

The employer shall compensate overtime at the rate of time and one-half (1 ½) of straight time pay to all employees covered by this Agreement for time worked in excess of forty (40) hours per week.

**Section 2**

Each employee shall have the individual discretion as to whether to be compensated for each overtime period worked in either paid overtime or compensatory time off (calculated at the time and one-half rate). In the event that an employee elects to receive compensatory time off then said compensatory time shall be used within the sole discretion of the employee, subject only to prior employer approval. All CTO overtime accumulation which exceeds 200 hours at any one time shall be compensated as paid overtime.

**Section 3**

Each employee shall have the option of cashing in up to eighty (80) hours of accumulated compensatory time off each year. Said time shall be cashed in at said employee's then hourly rate. Requests for cashing in of time shall be submitted by September 1<sup>st</sup> of the year in which payment is sought and there shall be a payout of the amount sought to be cashed-in on the second pay period in November of said same year.

**Section 4**

Whenever an employee is called out by the employer either before or after normal working hours they shall receive a minimum of two (2) hours call out compensation for each said call out. Call out shall be paid at the appropriate rate provided in this Article.

**ARTICLE V**

**VACATIONS**

**Section 1**

Each employee shall be entitled to annual vacation leave, depending upon said employee's years of service with the employer, as follows:

**YEARS OF SERVICE**

Up to one (1) year  
2nd through 5th year  
6th through 12th  
13th through 20th year  
21 or more years

**VACATION TIME**

1 day per month worked  
12 working days  
15 working days  
20 working days  
25 working days

## Section 2

It is agreed that an employee who was employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service under Section 1 hereof. An employee who was employed for six (6) months or less during the first calendar year of employment shall not have that year included in the computation under Section 1 hereof.

## Section 3

Seniority shall govern the scheduling of all vacations for employees covered by this Agreement.

## Section 4

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance earned in the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective.

## Section 5

If an employee dies having a credit of any annual vacation leave, there shall be calculated and paid to their estate, a sum of money equal to the earned vacation leave figured on their salary rate at the time of their death, prorated as above.

## Section 6

Employees on a leave of absence without pay do not accrue vacation benefits.

**Section 7**

Vacations not granted in a calendar year due to the needs of the Prosecutor's Office or for extraordinary reasons beyond the control of an employee may be granted in the following calendar year with permission of the Prosecutor. Such carryover must be scheduled for use and used not later than by April 1 of the succeeding year.

**ARTICLE VI**

**HOLIDAYS**

**Section 1**

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

**Section 2**

If an Employee works on a holiday, there shall be an option of choosing to be paid or receive compensatory time.

**Section 3**

Any other holidays granted to the County employees by resolution of the Board of Freeholders.



## ARTICLE VII

### PERSONAL BUSINESS

#### Section 1

Employees who are employed more than one (1) year shall be granted three (3) days off for personal business.

## ARTICLE VIII

### TEMPORARY LEAVE

#### Section 1

Sick Leave. Sick leave is defined as the absence of post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee. Eligible employees shall earn sick leave according to the following schedule:

1. One (1) day per month worked during the first year of employment.
2. One and one-quarter (1¼) days per month worked during each year thereafter.

Sick leave will be accumulated from year to year.

The employer may require proof of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family who is seriously ill. Any proof of illness provided shall be fully descriptive of the condition which required absence from work and must include a consent provision to provide an employer-designated doctor the right to request and review supporting treating doctor records to verify the illness.

Upon the death of an employee, the employer shall pay supplemental compensation to the employee's estate in the amount of one-half of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of death, but not to exceed \$15,000.00 or such higher amount as the County may hereafter adopt by resolution.

At the time of retirement the retiring employee shall be entitled to the cash value of one-half of all accumulated sick time calculated at the retiree's then current total rate of daily compensation at the time of separation from active service not to exceed \$15,000.

## **Section 2**

**Bereavement Leave.** The employer agrees to grant up to five (5) days leave to an employee due to the death of an employee's parent, spouse, child or stepchild.

The employer agrees to grant up to three (3) days leave to an employee due to the death of a parent-in-law, sister, brother, grandparent, grandchild, foster child or other member of the immediate household.

## **ARTICLE IX**

### **FAMILY LEAVE**

Family Leave is available to an eligible employee who may wish to take time off from work duties to fulfill family obligations relating directly to the birth of a child of the employee, the placement for adoption of a child with an employee, or the serious health condition of a family member of the employee. To request time off under Family Leave, an application must be submitted

in writing to the Administration Office. The request must contain a doctor's certificate along with a time for the beginning of the Family Leave and an approximate ending date. Eligible employees may request up to 12 weeks of unpaid leave over any 24-month period pending the supervisor's approval. The employee may choose not to use up sick, vacation and personal time. While the employee is on Family Leave, no vacation, sick or personal time will accrue. Subject to the terms, conditions and limitation of the applicable health plans, the employer will continue to provide health insurance for the duration of the Family Leave along with the employee being billed for his/her share. For the purpose of this leave, eligible employees are individual employed for twelve months or more who have worked one thousand or more base hours during the preceding twelve-month period. To the extent possible, employees returning from Family Leave will be reinstated to their former position or will be offered an equivalent position.

## ARTICLE X

### WORK INCURRED INJURY

The statutory compensation provided in NJSA 34:15-12(a) and applicable law, is recognized as controlling the issue of access to payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such worker's compensation temporary disability leave will be paid the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12(a) shall apply. The employee shall in no way suffer reduction of net pay as a result of the injury or disability.

## ARTICLE XI

### HEALTH BENEFITS

#### Section 1

The health benefits for employees covered by this Agreement shall be as set forth in Appendix A annexed hereto (Res. #94-267).

#### Section 2

Bargaining unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. It is understood and agreed that during the term of this contract the co-pay amounts may be increased, though to not more than \$ 15.00 for brand and \$ 10.00 for generic. The parties agree that when this is done on a County-wide basis, then this may be implemented herein without further negotiations.

## ARTICLE XII

### CLOTHING ALLOWANCE

In the first pay period of December of each year an annual sum shall be payable to each employee for the repair, replacement, supplementing or cleaning of clothing worn while on duty, all of which is in recognition of the wear and tear upon clothing incurred by the employee during the course of the work year. The annual clothing allowance shall not be considered as a part of the base pay for computation purposes. The annual clothing allowance shall be \$ 800 per annum.

**ARTICLE XIII**

**ANNUAL EDUCATIONAL INCENTIVE**

Employees who have earned college degrees will be compensated as follows:

Associate Degree	\$ 500 per annum
Bachelor Degree	\$ 750 per annum
Master Degree	\$1,000 per annum
Doctoral Degree	\$2,000 per annum

The above payments will be made in the first pay period in December and shall not be considered as a part of base pay for computation purposes.

**ARTICLE XIV**

**REIMBURSEMENT FOR EXPENSES**

The total allowable reimbursement for employees for money spent on meals while away on overnight training, seminars, conventions and out of state investigations, excluding while on overtime, will be \$35.00 per day per person. This will be broken down as follows:

Breakfast .....	\$ 7.00
Lunch .....	\$ 9.00
Dinner .....	\$19.00

No meal reimbursement will be paid while an employee is being paid overtime.

Receipts for expenditures must be submitted through the proper chain of command to the Director of Administrative Services immediately following the trip.

Employees who make trips on office business and seek reimbursement on a mileage basis for the use of their private vehicles must submit memorandum to the Administrative Office detailing the date of said trip, the purpose, and the mileage involved. A voucher will then be prepared for their signature, and the repayment will be calculated at the then prevailing mileage rate. That sum will be reimbursed to the employee.

## **ARTICLE XV**

### **BASE WAGE**

Employees covered by this Agreement shall receive base wages as set forth in Appendix B, annexed hereto. Movement on Appendix B shall take place effective the first payroll period of each year of the contract. The step program shall be considered as an automatic, annual step movement progression which shall succeed the term of this contract.

The Prosecutor reserves the right to hire new employees at a Step higher than Step 1 where, in the sole discretion of the Prosecutor, it is deemed appropriate.

## **ARTICLE XVI**

### **PBA MEETINGS**

It is agreed that the current practice between the parties regarding the attendance at PBA local, State and County meetings shall be continued.

**ARTICLE XVII**  
**BULLETIN BOARD**

The Employer will supply space for one (1) bulletin board for the use of the Association to be placed in a conspicuous location. The Association shall provide the Bulletin Board.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of Employees.

No matter may be posted without receiving permission of the officially designated Association representative. The Prosecutor may reject any bulletins deemed detrimental to the operation of the Department for posting. However, approval for posting shall not be unreasonably withheld.

The bulletin board shall be constructed in such a manner that it will be capable of securing the bulletins behind a glass-enclosed frame. The bulletin board shall have the capability of being locked. A designated Association representative shall retain the key.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

**Section 1**

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement.

## Section 2

For purposes 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.

## Section 3

Grievances, as here and above defined, should be handled in an expeditious and mutually satisfactory manner and to that end the following procedure shall be followed:

### STEP ONE

An employee with a grievance shall first discuss it with the Deputy Chief either directly or through the Association's designated representative for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence or the condition giving rise to the grievance.

### STEP TWO

If the aggrieved party is not satisfied with the disposition of their grievance at STEP ONE, or if no decision has been rendered within seven (7) working days after presentation of that grievance at STEP ONE, they may file a grievance in writing with the Chief of County Investigations or in his absence, a representative designated by the Prosecutor. A written decision thereon shall be rendered within seven (7) working days after the holding of such meeting.

### STEP THREE

If the aggrieved party is not satisfied with the disposition of their grievance at STEP TWO, or if no decision has been rendered within seven (7) working days after presentation of that grievance at STEP TWO, the matter may be referred to the Prosecutor of Monmouth County or his designated representative. The decision of the County Prosecutor shall be rendered in writing within ten (10) working days.



#### **STEP FOUR**

If a satisfactory settlement is not reached in **STEP THREE** the grievant or the Association may request arbitration in writing within ten (10) working days after the answer is given by the Prosecutor or the grievance shall be deemed to be waived. A request for arbitration must be submitted in writing to the Public Employment Relations Commission with a copy to be sent to the Prosecutor. Said written notice to the Public Employment Relations Commission should request that PERC submit panels of Arbitrators to each of the respective parties to this Agreement so that the said parties may exercise, independently, their right of selection which may be filed directly with the Public Employment Relations Commission pursuant to the Rules of the Public Employment Relations Commission.

#### **Section 4**

The fees and expenses of the Arbitrator shall be borne equally by the PBA and the Prosecutor.

#### **Section 5**

It is understood and agreed that if either party uses the services of an attorney the expenses incurred will be borne by the party requesting such services.

#### **Section 6**

Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

#### **Section 7**

The Arbitrator shall have no power or authority to add or to subtract from or modify, in any way, the terms of this Agreement.

#### **Section 8**

The Arbitrator will make every reasonable effort to issue his decision within thirty (30) calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties.

### Section 9

Time periods may be extended by mutual written agreement only.

### Section 10

Any employee may be represented at all stages of the grievance procedure by themselves, or, at their option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure and the Association shall be provided with correspondence and results of each step.

### Section 11

No employee covered by this Agreement shall be fined or suspended, except for just cause.

### Section 12

It is recognized that the Prosecutor has and will continue to retain the rights and responsibilities to direct the affairs of the Monmouth County Prosecutor's Office in all its various aspects.

Among the rights retained by the Prosecutor are the rights to direct the working forces; to plan, direct, and control all the operations and services of the Monmouth County Prosecutor's Office; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract out services; to relieve employees due to lack of work or for other reasons, to make and enforce reasonable rules and regulations to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Association alleging such conflict.

The parties recognize that employees in the title of Detective are appointed by the Prosecutor pursuant to NJSA 2A:157-10, that they serve at the pleasure of the Prosecutor and that they are subject to removal by the Prosecutor for any reason. The parties understand and agree that the Prosecutor does not give up any rights under NJSA 2A:157-10.

## **ARTICLE XIX**

### **DEPARTMENTAL INVESTIGATIONS**

#### **Section 1**

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

1. The interrogation of an employee covered by this Agreement who is the target of a departmental disciplinary investigation shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
2. Prior to interrogation, the Prosecutor shall afford the employee an opportunity to consult with counsel and/or the Association representative before being questioned. The opportunity to consult with counsel and/or the representative shall not delay the interrogation beyond one hour.
3. The interrogations shall take place at a location designated by the Prosecutor or designee. Usually it will be at the Prosecutor's office or the location where the incident allegedly occurred, unless the exigencies of the investigation dictate otherwise.
4. An employee covered by this Agreement who is the target of a departmental or disciplinary investigation shall be informed of the nature of the investigation at the time the interrogation commences.
5. The questioning shall be reasonable in length.

6. An employee covered by this Agreement who is the target of a departmental disciplinary investigation shall be advised pursuant to the Manual of Rules and Regulations of the Investigation Division revised July 12, 1996, utilizing the Monmouth County Prosecutor's Office Internal Affairs Advisement Form, annexed hereto as Appendix C.

7. An employee covered by this Agreement shall be subject to the filing of charges against the employee for violation of internal rules and regulations pursuant to the Manual of Rules and Regulations of the Investigation Division of the Monmouth County Prosecutor's Office, revised July 12, 1996, for a period of forty-five (45) days after the date on which the person filing the complaint has obtained sufficient information to file the matter upon which the complaint is based. The forty-five (45) day time limit shall not apply if an investigation of an employee covered by this agreement is included directly or indirectly with an investigation of that employee for a violation of the criminal laws of this State. The forty-five (45) day limit shall begin on the day after the disposition of the criminal investigation. The forty-five (45) day requirement in this paragraph for the filing of a complaint against an officer shall not apply to a filing of a complaint by a private individual.

## Section 2

An employee covered by this Agreement may be subjected to any urinalysis or blood test when the employer has individualized reasonable suspicion to suspect that the employee has used or abused or is under the influence of an illegal or legal controlled dangerous substance while on duty.

## Section 3

Under no circumstance shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

## ARTICLE XX

### LEGAL AID

#### Section 1

Whenever an employee covered by this Agreement is a defendant in a suit or legal proceeding arising out of or incidental to the performance of their duties, the employer shall provide said employee with a defense of such action or proceeding, other than for their defense in a disciplinary proceeding instituted against them by the employer, or in a criminal proceeding instituted as a result of a complaint on behalf of the employer.

## ARTICLE XXI

### PERSONAL INJURY LIABILITY INSURANCE

#### Section 1

The employer shall provide "False Arrest Insurance" coverage for all employees.

All members of the bargaining unit as currently provided in the Lawyers Professional Liability Insurance issued to the National District Attorneys Association shall continue uninterrupted. The employer agrees that, if the coverage provided by the above policy is unavailable, or is otherwise not renewed, the Employer shall obtain false arrest insurance coverage that is not less than the coverage provided above.

## 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.

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

Whenever a written complaint concerning an officer or their actions is to be placed in their personnel file, a copy shall be made available to them and they shall be given the opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in their file.

Reckoning of disciplinary action shall be pursuant to Section 3:5-1 of the Rules and Regulations of the Investigation Division, annexed hereto as Appendix D.

## ARTICLE XXIII

### EQUAL EMPLOYMENT

The employer and the Association hereby agree to continue their practice of not discriminating against any employee because of race, creed, color, national origin, age, sex, ancestry, religion, marital status or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State Statutes, rules and regulations or because of union activity.

**ARTICLE XXIV**

**SAVINGS CLAUSE**

In the event that any Federal or State legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

**ARTICLE XXV**

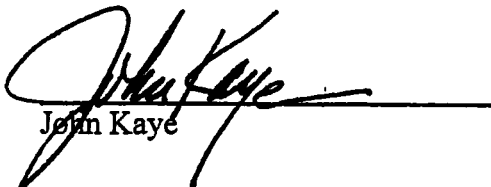
**DURATION**

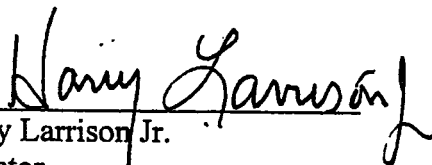
This Agreement shall have a term from January 1, 2003 through December 31, 2005. If the parties have not executed a successor agreement by December 31, 2005, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

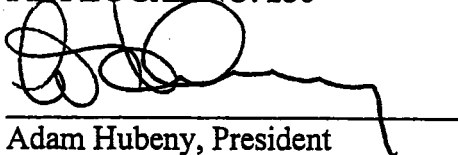
**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures.

**MONMOUTH COUNTY PROSECUTOR:**

  
John Kaye

  
Harry Larrison Jr.  
Director,  
**MONMOUTH COUNTY  
BOARD OF CHOSEN FREEHOLDERS**

**PBA LOCAL NO. 256**

  
Adam Hubeny, President

**APPENDIX A**  
**RESOLUTION # 94-267**

RES # 94—257

**RESOLUTION ADOPTING POLICY CONCERNING THE COUNTY'S  
SELF-FUNDED HEALTH CARE BENEFIT PLAN OPTIONS FOR  
RETIREES WITH TWENTY FIVE (25) OR MORE YEARS OF SERVICE  
AND CHANGES IN POLICY CONCERNING RETIREMENT WITH  
HEALTH BENEFITS AT NO COST AS WELL AS CESSATION  
OF OFFERING THE COUNTY'S SELF-FUNDED INDEMNITY  
HEALTH CARE PLAN TO NEW EMPLOYEES**

Freeholder                      HANDLIN                      offered the following

resolution and moved its adoption:

WHEREAS, Monmouth County has paid the cost of Health Benefits for retirees in the County's Self-Funded Employee Health Benefit Indemnity Plan (except those who elect a deferred retirement but including a disability retirement regardless of service) with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County regardless of whether they have been in a state recognized pension plan system; and

WHEREAS, Monmouth County paid these costs for retirees without regard to the date that such retirees accumulated twenty five (25) or more years of service in a state recognized pension system and without regard to the date that such retirees accumulated twenty five (25) or more years of service with Monmouth County regardless of whether they had been in state recognized pension plan system; and

WHEREAS, Monmouth County has offered its Self-Funded Employee Health Benefit Indemnity Plan to all eligible new employees; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her



discretion, choose either the Self-Funded Indemnity Plan. or the Self-Fund Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

BE IT FURTHER RESOLVED that employees who have less than fifteen years of Service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will not have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these active employees may, during their active employment only, choose between

the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

BE IT FURTHER RESOLVED that the Clerk forward a true certified copy of this resolution to the County Administrator, County Personnel Officer and the Benefits Coordinator.

Seconded by Freeholder **STOPPIELLO** and  
adopted on roll call by the following vote:

In the Affirmative: Mrs. Handlin, Mr. Stoppiello,  
Mr Narozanick, Mr. Powers  
and Director Larrison

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY  
OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN  
FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A  
MEETING HELD APRIL 14, 1994.

RICHARD C WENNER  
CLERK

## APPENDIX B

	2002	1/1/2003	1/1/2004	1/1/2005
STEP 1	\$54,000	\$60,000	\$65,000	\$70,000
STEP 2	\$57,500	\$65,000	\$70,000	\$75,000
STEP 3	\$61,000	\$70,000	\$75,000	\$80,000
STEP 4	\$64,500	\$75,000	\$80,000	\$85,000
STEP 5	\$68,000	\$80,000	\$85,000	\$90,000
STEP 6 (maximum)	\$80,000	\$86,000	\$92,000	\$98,000

## SCHEDULE C

**1. EFFECT ON OTHER RETIREMENT BENEFITS:**

The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.

**2. LIMITATION:**

- a) No employee who elects a deferred retirement benefits shall be eligible.
- b) An individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

**3. ELIGIBILITY:**

An employee must retire with at least twenty-five (25) years of service. Service shall be defined pursuant to the New Jersey State Police and Fire Pension Laws. Said lump sum benefit so calculated shall be paid to the retiring employee within the discretion of said employee in not more than 3 individual payments over a period of time not to exceed 18 calendar months from the date of separation from active service.

**4. DEATH OF AN EMPLOYEE:**

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.

**5. DISABILITY RETIREMENT:**

County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently reenter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County Service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

**6. RETURN TO SERVICE AFTER RETIREMENT:**

Any employee who has or shall retire on age and service and who subsequently reenters County employment will be considered to have incurred a break in service.

**7. LEAVE WITHOUT PAY:**

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County except as outlined in Schedule C, paragraph #3 (Eligibility).

**8. COMPUTATION:**

- a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.

- b) The amount shall be computed at the rate of one-half (1/2) the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation.
- c) In no event shall payment for unused accumulated sick leave exceed \$15,000.00
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- f) A retiree must be officially off the County's payroll at the time of payment.

**9. GENERAL PROCEDURES:**

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment (Consistent with paragraph 3 of Schedule C herein). The retiring employee will receive payment within 60 days after retirement if so elected by the employee.

**10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:**

- A) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Monmouth. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:

- 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
- 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
- 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- 5) All sick leave was reportable and reported accordingly.
- 6) The time keeping procedure required certification of the accuracy of the employees pay time.
- 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

## SCHEDULE D

### SECTION 5 - Reckoning of Disciplinary Action

3:5 - 1      RECKONING OF DISCIPLINARY ACTION – The administrative reckoning of disciplinary action is a concept similar to that of expungment in the criminal justice area. The forgiveness of a disciplinary action is incorporated to encourage Detective Division Personnel to strive for improvement when errant judgement or a careless mistake has occurred.

3:5 - 2      RECKONING PROCEDURE – When disciplinary action has been taken against a member of the Detective Division a record of that action is placed in the employee's personnel file. It is the responsibility of the employee to note when that action would be eligible for reckoning based upon the schedule which follows. When the eligible data has been reached the employee must submit a memorandum through the chain of command to the Chief of Detectives requesting the disciplinary action to be removed. Upon reviewing the request, the Chief of Detectives will decide whether the discipline shall be reckoned. The requesting member will be notified of the decision. If a decision to reckon discipline is approved, the Chief or the Chief's designee shall notify the Director of Administration to remove the record of discipline action from the personnel file of the employee. This record will be sent back to the Chief of Detectives or his designee whereupon it will be permanently marked with the notation "reckoned" and placed in the Internal Investigation file which documented that events giving rise to the discipline. A notation will likewise be made on the file that the discipline has been reckoned. All information, reports and documents which gave rise to that discipline will henceforth be considered "sealed" and be made available only as a result of court order. Reckoned discipline will not be considered in any future administrative decisions.

3:5 -3      RECKONING PERIOD

1)      Letter of Reprimand Only – Where discipline resulted in only a letter of reprimand the reckoning period will be two years from the date of the letter; provided no additional disciplinary action has occurred or is pending at the time of the request for reckoning.

2)      Loss of Time – Where discipline resulted in a loss of time the reckoning period will be three (3) years from the date of the notification letter, provided no additional disciplinary action occurred or is pending at the time of the request for reckoning.

3)      Suspension and Loss of Pay – Where discipline resulted in a suspension and loss of pay the reckoning period will be five years from the date of the notification letter, provided no additional disciplinary action has occurred or is pending at the time of request for reckoning.

Where an additional disciplinary action has occurred prior to the eligible reckoning date, the reckoning period on the original discipline will extend to the eligible reckoning date of the second disciplinary action.



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RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY PROSECUTOR, AND PBA LOCAL 256

Freeholder STOMINSKI offered the following resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Prosecutor and PBA Local 256, have engaged in negotiations with regard to terms and conditions of employment for employees in a unit composed of County Investigators; and

WHEREAS, negotiations between the parties have been successfully concluded and a written contract has been developed which records the agreement of the parties; and

WHEREAS, the Board has been advised that the PBA Local 256 has ratified this contract agreement and that it is fair and agreeable to them and is fair and agreeable to the Monmouth County Prosecutor and to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby adopts the agreement reached with the PBA Local 256, for the period January 1, 2003 through December 31, 2005 and in accordance with the terms therein set forth in the agreement, a copy of which is to be filed with the Clerk of the Board.

BE IT FURTHER RESOLVED that the Director and Clerk be and they are hereby authorized to execute the said agreement on behalf of the County.

BE IT FURTHER RESOLVED that the Clerk forward a certified copy of this resolution to the PBA Local 256, the Monmouth County Prosecutor, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

Seconded by Freeholder **HANDLIN** and adopted on roll call by the following vote:

	YES	NO	ABSTAIN	ABSENT
Mr. Stominski	( X )	( )	( )	( )
Mrs. Handlin	( X )	( )	( )	( )
Mr. Narozanick	( X )	( )	( )	( )
Mr. Powers	( )	( )	( X )	( )
Mr. Larrison	( )	( )	( )	( X )

RECEIVED  
 2003 FEB 21 AM 8:57  
 PERSONNEL DEPARTMENT

**CERTIFICATION**  
 I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD EF-B 13 2003  
James King  
 CLERK