

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE OFFICE OF THE HUDSON COUNTY PROSECUTOR**  
**AND**  
**PBA LOCAL NO. 232**  
**(INVESTIGATORS)**

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**JANUARY 1, 2004 THROUGH DECEMBER 31, 2008**

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**LOCCKE & CORREIA, P.A.**  
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## INTRODUCTORY STATEMENT

**THIS AGREEMENT**, is made and entered into this            day of            2004, by and between the OFFICE OF THE HUDSON COUNTY PROSECUTOR, ("Prosecutor"), located at 595 Newark Avenue, Jersey City, New Jersey, and PBA LOCAL NO. 232, ("PBA" or "Association"), with its offices at 595 Newark Avenue, Jersey City, New Jersey, acting herein on behalf of the County Investigators of said County Prosecutor, as hereinafter defined, now employed and hereafter to be employed and collectively designated as "Employees"

### WITNESSETH:

**WHEREAS**, the Prosecutor recognizes the PBA as the sole and exclusive collective bargaining representative for the County Investigators covered by this Agreement as hereinafter provided; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**RECOGNITION**

1. The Hudson County Prosecutor recognizes the PBA as the sole and exclusive representative of the Investigators in the Prosecutor's Office below the rank of Sergeant, excluding confidential employees, managerial executives, Prosecutor's Agents, supervisory employees, non-police employees, craft employees, professional employees, and all others.

**ARTICLE II**

**ASSOCIATION SECURITY**

1. All employees covered by this Agreement may join the Association, and become members of the Association.

2. Consistent with the other provisions of this Agreement and the laws of the State of New Jersey, the parties recognize that employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist the Association, or to refrain from any such activity.

### **ARTICLE III**

#### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

1. The provisions of this Agreement shall be applied equally to all employees, without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, perceived sexual orientation, disability, perceived disability, affectation, or political affiliation.

2. The Prosecutor agrees not-to interfere with the right of employees to become members of the PBA. There shall be no discrimination, interference, restraint, or coercion by the Prosecutor, or by the Prosecutor's representatives, against any employee because of PBA membership. The PBA agrees not to interfere with the right of employees not to become members of the PBA, and that there shall be no discrimination, interference, restraint, or coercion by the PBA or its representatives against any employee because of non-membership.

**ARTICLE IV**

**LONGEVITY**

1. Employees shall receive longevity in accordance with the following schedule
  - A. For employees with more than five (5) years of service, but not more than ten (10) years of service - \$300.00 per annum;
  - B. For employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$500.00 per annum;
  - C. For employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$700.00 per annum;
  - D. For employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$900.00 per annum;
  - E. For employees with twenty-five (25) years of service - \$1,100.00 per annum.
2. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.
3. In accordance with current practice, annual longevity shall be paid in pro rata amounts in the employee's regular pay check, in addition to base salary.

## ARTICLE V

### SALARIES

1. Base salaries for employees covered by this agreement shall be as set forth at Appendix A annexed.

2. The automatic annual step movement salary plan shall continue. The automatic annual step movement salary plan is intended to be a continuing plan to be modified only by future negotiations and is not intended to terminate at the end of a contract period.

a. Incremental movement on the Step plan is defined as the adjustment of salary rate by movement from one step to the next higher step on the salary guide.

b. Employees hired at the Academy rate will move to Step 1 upon completion of that training.

c. The parties have agreed to reduce the number of salary guide steps from 12 to 8 during the term of this agreement, **as indicated in Appendix A**. These steps are in addition to the senior investigator pay level.

d. In calendar years 2004, 2005 and 2006 the top guide step is defined as Step 10. During those three calendar years all persons moving into said guide step shall do so in two phases; **first, by moving into** guide step 10A **on the first full pay period on or after** January 1 of the year and secondly, moving to step 10 **on the first full pay period on or after** July 1 of said year. All persons at Step 10 or above at the beginning of January 2004 shall move directly to the full Step 10 pay rate.

e. This same procedure outlined above in paragraph d, shall also apply in year 2007 and



2008. In 2007, the top step shall be Step 9. In 2007 persons newly entering the new top step shall move in 2 phases, Step 9A **on the first full pay period on or after** January 1 and Step 9 **on the first full pay period on or after** July 1. In 2008 the new maximum step shall be Step 8. Persons entering the new top step shall enter in two phases, Step 8A on January 1 and Step 8 **on the first full pay period on or after** July 1. All others shall go directly to the Step 8 pay rate on January 1.

3. The Senior Investigator Step is calculated to be 5% over the maximum guide step. To qualify for Senior Investigator Step pay an investigator must have at least ten (10) years of law enforcement experience with at least four (4) of said years being with the Hudson County Prosecutor's Office.

4. The Prosecutor reserves the right to grant, in the Prosecutor's sole discretion, advanced salary level placement to any newly-hired employee. In other words, the Prosecutor may place a newly hired employee on any level of the salary table set forth in Appendix A that the Prosecutor, in his sole discretion, deems appropriate.

5. The Prosecutor shall retain the right to provide additional salary and shall have the right to withhold an increment based on his/her assessment of less than satisfactory performance. The Prosecutor may also reinstate a withheld increment in the Prosecutor's discretion at any time.

6. Employees shall be paid bi-weekly. Bi-weekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then current year. All employees shall receive their full bi-weekly paychecks on Friday falling two weeks after the Friday on which the pay period ended. New employees shall receive their paychecks on a two week lagging basis immediately upon hire.

7. The Prosecutor, in his sole discretion, may withhold the salary level increment from any employee who was absent without pay more than thirty days per calendar year in which case the employee will remain at his prior salary. Any employee who has had a salary increment restored pursuant to this Section may have the withheld increment restored in subsequent years, at the Prosecutor's sole discretion.

## ARTICLE VI

### HOURS OF WORK, OVERTIME AND RECALL

1. Overtime shall be compensated at the rate of time and one-half, for any work performed in excess of any eight (8) hours per day or more than forty (40) hours work week.

2. Time worked on holidays shall be compensated at the rate of time and one-half.

3. The term, “regular rate of pay” shall be defined as the employee’s annual base salary plus longevity and Educational Incentive entitlement where applicable, divided first by fifty-two (52) weeks per year, then divided by forty (40) hours per week.

4. The “work period” for purposes of overtime compensation shall be seven (7) days. For each employee, the work period for purposes of overtime compensation shall commence 12:00 a.m. on the morning of Saturday, and shall terminate at 11:59 p.m. on the evening of the following Friday.

5. Once an employee reaches the \$7,500 overtime compensation ceiling in a given year, any further overtime worked during that calendar year shall be compensated by way of paid compensatory time off. However, the Prosecutor, in his sole discretion, may choose to provide paid compensation rather than compensatory time off. The calculation and rules pertaining to this compensatory time are as follows:

- a. Paid time compensatory time shall be provided at the rate of one and one-half hours earned for every hour worked beyond forty (40) hours during a given seven (7) day work period **as indicated in Paragraph 4 above.**
- b. Employees shall be permitted to utilize their paid compensatory time within a reasonable period after making a request for such use, provided such use does not unduly disrupt Prosecutor's Office operations.

- c. An employee may accrue and/or bank a total of no more than 480 paid compensatory hours at any one time.
- d. Accrued, unused paid compensatory hours earned or accrued pursuant to Article VI, paragraph 5, shall be cashed out to the employee upon termination of employment. Such compensatory hours shall be cashed out at the employee's final regular rate of pay, or the average regular rate of pay received by the employee during his/her final three years of employment, whichever is higher. Only compensatory hours earned, accrued or banked pursuant to Article VI, paragraph 5, shall be cashed out upon termination of employment.

6. If an employee reaches the \$7,500.00 overtime compensation ceiling in a given calendar year, and also has accrued and/or banked 480 compensatory hours under Section C, above, he or she shall work no further overtime during that calendar year without the express consent of the Prosecutor. The Prosecutor shall retain the sole discretion, on a case by case basis, to authorize payment of overtime compensation beyond the \$7,500.00 calendar year ceiling in such cases.

7. Employees will not be directed to take days off from duty for the sole purpose of avoiding overtime compensation.

8. All overtime pay shall be paid not later than the second regular payroll date following the day the overtime is actually worked.

9. Compensatory time earned for overtime worked prior to January 1, 1993, shall remain available for the employee's use with special permission from the Prosecutor. However, under no circumstances shall such compensatory time for overtime worked prior to January 1, 1993 be cashed out to the employee. Further, no employee shall be permitted to utilize such compensatory time for overtime worked prior to January 1, 1993 until he or she has first exhausted any compensatory time he or she may have earned or accrued under Section 5d of this Article.

10. The Prosecutor is authorized to issue to employees a periodic summary listing the

amount of vacation time, sick days, pre-1993 compensatory time, and compensatory time earned under Article VI, paragraph 5, that the employee has on record. Nothing stated in any such periodic summary shall in any way affect or modify any provision of this collective negotiations agreement pertaining to the circumstances under which compensatory time may or may not be cashed out. Nothing stated in any such periodic summary shall in any way be read to allow employees to cash out compensatory time earned for overtime worked prior to January 1, 1993.

11. Whenever an employee is assigned to a unit that regularly utilizes “on call” or “stand by” status then said employee shall be paid an “on call” stipend for each calendar week or part thereof they are assigned to said unit, in addition to any overtime entitlement as defined by Article VI.

The weekly on call stipend, as defined above, shall be as follows:

Effective 1/1/04	\$25.00 per week
Effective 1/1/07	\$50.00 per week

12. Whenever an employee is called out to duty during non-scheduled hours overtime calculations shall begin from the time of the employee’s call out notification, not to exceed one hour of preparation and travel time.

## **ARTICLE VII**

### **HOLIDAYS**

1. Employees shall be entitled to the following paid holidays each year:

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

2. A. Recognizing that it is not possible for all employees to be off on the same day, the Prosecutor shall have the right to require an Employee to work on any of the holidays herein specified.

B. In the event an employee is required to work on any of the holidays named above, or a day that has been declared a holiday by the President of the United States, Governor of New Jersey or Hudson County Executive, the Employee shall be paid at a premium rate of one and one-half times his/her regular rate of pay for all hours worked on the holiday.

3. If any of the above listed paid holidays fall upon a Saturday, the holiday will be celebrated on the immediately preceding Friday. If any of the above listed paid holidays fall upon a Sunday, the holiday will be celebrated on the immediately following Monday. If the date of celebration of a holiday falls on a day the employee is scheduled to be off duty, the employee shall be provided an alternative day off. The alternative day off shall be taken on a date approved by the Prosecutor.

## **ARTICLE VIII**

### **VACATIONS**

1. All employees with one or more full years of service in the Office of the Hudson County Prosecutor shall receive 20 days vacation annually. Upon completion of twenty (20) years of sworn law enforcement experience an employee shall be entitled to one (1) additional vacation day for each completed year over twenty years to a maximum of twenty-five (25) annual total vacation days.

2. During the first calendar year of employment, Employees shall accrue vacation at a rate of 1 day per month worked. During the final calendar year of service, employees shall receive vacation on a prorated basis. Employees who work less than a full calendar year also shall receive vacation on a prorated basis.

3. Vacation schedules shall be established taking into account the wishes of the employees and the needs of the Prosecutor, with the Prosecutor having full and final authority to approve or deny any vacation request.

4. Unless good cause is shown, the Prosecutor shall respond to the employee's vacation request within 7 days after deadlines established by the Prosecutor for submission of vacation requests. No vacation request shall be honored unless it is submitted 10 days in advance; provided, however, that the Prosecutor may waive this requirement on a case by case basis in his sole discretion.

5. Vacation pay shall be based upon the employee's regular pay. The practice of fronting vacation pay prior to taking vacation shall cease.

6. An employee whose employment is terminated shall receive a cash payment for all unused vacation time. The vacation time payable for the calendar year in which the employee is terminated shall be calculated on a pro-rated basis.

7. The Prosecutor will allow an employee to carry no more than five days unused vacation from one calendar year to the next. No more than five (5) unused vacation days will carry over automatically if not used. In all other cases, vacation time not utilized in a given calendar year shall be lost. Under no circumstances may an employee be entitled to or use more than twenty-five vacation days in any given calendar year.

8. Upon retirement, an employee shall be entitled to His/Her full complement of vacation time for the retirement year. This section shall not apply to any employee who utilized early retirement under any early retirement legislation that had been enacted into law on or prior to the date of execution of this collective negotiations agreement.



## **ARTICLE IX**

### **SICK LEAVE**

1. Any employee who contracts or incurs any sickness or disability which renders such employee unable to perform his or her duties may receive sick leave with pay as follows:

A. Any employee shall be afforded sick leave on the basis of one (1) working day per month, up to the end of the first calendar year, and fifteen (15) days for each calendar year thereafter.

2. Pay for any day of sick leave shall be at the employee's regular pay.

3. To be eligible for benefits under this Article, an employee who is absent must notify his/her supervisor as soon as possible before the start of his/her regularly scheduled work day, unless proper excuse is presented for the employee's inability to call. If the supervisor is not available, the employee must notify the Task Force Radio Operator as soon as possible, but no later than before the start of his/her regularly scheduled work day.

4. Sick days not taken by an employee in any one year shall then accumulate from year to year, without limit.

5. Employees who have been on sick leave may be required to be examined by a physician designated by the Prosecutor before being permitted to return to duty.

6. If an employee resigns, is dismissed or is laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her at the time of resignation, layoff or dismissal.

7. The Prosecutor reserves the right to unilaterally adopt, implement and apply work rules pertaining to sick leave abuse, excessive absenteeism, tardiness, and verification of sick leave.

## **ARTICLE X**

### **PAID LEAVE**

Employees shall be entitled to paid leave as follows:

#### 1. Funeral Leave

A. Employees shall be entitled to up to 3 days paid leave for each death in the Employee's immediate family, to be taken between the date of death and the date of the funeral, inclusive, for the sole purpose of attending funeral and/or memorial services.

B. An Employee's immediate family shall consist of the following: mother, father, son, daughter, sister, brother, wife, husband, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, stepmother, stepfather, stepson, stepdaughter, stepsister, and stepbrother.

C. One (1) day of paid funeral leave shall be permitted in the case of the death of the employee's aunt or uncle, to be taken on the date of the funeral or memorial service, provided said funeral or memorial service falls on a day the employee would otherwise be scheduled to work.

D. The Prosecutor shall have the discretion to grant or extend funeral leave, with or without pay, in cases involving special circumstances, and shall have the further discretion to adopt rules pertaining to verification of funeral leave use and abuse of funeral leave.

#### 2. Jury Duty

A. Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the Employee's absence from work would seriously handicap or impair, in any way, the operation of his/her position, the Employee shall be expected to serve.

B. Regardless of the length of time in performing this responsibility, the Employee's service record will remain unbroken.

C. The Employee will receive pay during the period of jury service equal to his regular wages minus jury earnings. A statement of jury earnings and time served must be supplied by the Employee to the County to allow verification of same.

D. If an Employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except that employees shall not be required to report back to work if there are less than four (4) hours remaining in their work shifts.

3. Personal Leave

Each employee may utilize not more than two (2) personal leave days per year for use in cases of a legitimate personal need that cannot be attended to during off duty hours. Personal leaves shall be subject to the prior approval of the Prosecutor or his designee, which approval shall not be unreasonably denied. An employee shall be required to request the use of personal leave at least one week in advance of such personal leave, except in cases of emergency. Personal days are available for use by employees for cases of legitimate personal need; however, they shall not be considered an earned benefit, shall not accumulate, and shall under no circumstances be cashed out to any employee. Upon completion of four (4) years of service with the office each employee shall be provided with three (3) annual personal leave days.

## **ARTICLE XI**

### **WORK INCURRED INJURY**

1. Where an employee covered under this Agreement suffers a work incurred 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 (1) year. Said full pay shall be paid in the following manner: During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the employer.

2. An employee shall be entitled only to one leave of absence with pay under this Article per injury or illness. Relapses or repeated episodes of disability arising from the same injury or illness shall not entitle the employee to a new leave of absence under this Article, regardless of whether the Employee failed to exhaust his/her one-year entitlement, or extension thereof, for the injury or illness in question.

3. In the event that an employee does not receive a Workers' Compensation or disability check, the employee will receive his or her regular pay check from the County. Upon the employee's receipt of a retroactive workers' Compensation, or disability payment the retroactive payment shall be deducted from the employee's salary. However, to insure that an employee receives a sufficient salary from which normal deductions (i.e., pension, pension loans, taxes, etc.) can be made, the amount of salary paid to the employee shall be sufficient to cover such deductions. Should the amount of retroactive Workers' Compensation or disability payments to an employee result in an overpayment pursuant to this Article, which is greater than the amount of salary needed to cover the above deductions, such overpayment will be deducted from the employee's salary over a period of

time sufficient to insure a salary adequate to cover the above deductions.

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

5. 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 employer, or by its insurance carrier, then, and in that 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 by the final decision of the last reviewing court shall be binding upon the parties.

6. For the purposes of this Article, injury or illness incurred while the employee is acting in any employer authorized activity, shall be considered in the line of duty.

7. 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.

8. 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.

## **ARTICLE XII**

### **UNPAID LEAVE**

Employees shall be eligible for unpaid leave in accordance with the following:

1. Child/Family Leave - Employees will be eligible for Child/Family leave in accordance with the New Jersey Family Leave Act and the federal Family and Medical Leave Act.
2. Military Leave - Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted for the initial period of military service, or in accordance with applicable law.
3. Medical/Personal Leave - Employees may be granted, in the Prosecutor's sole discretion, unpaid leaves of absence for medical or personal reasons for up to 12 months. Before being granted a medical leave, Employees must use all earned sick leave. Before being granted a personal leave, Employees must use all earned vacation leave.
4. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay, or to accrue sick leave or vacation time.

## **ARTICLE XIII**

### **RETIREMENT ALLOWANCE**

1. Employees who retire shall use all of their accumulated vacation leave prior to the effective date of retirement.
2. Upon retirement, an Employee shall receive a cash payment calculated at the rate of one (1) day's pay for each two (2) days of unused annual accumulated sick leave, not to exceed ten thousand (\$10,000.00) dollars maximum.
3. If the current budget does not permit immediate payment of the retirement allowance upon retirement, then such payment may be made after November 15, but in no event later than the following January.
4. If an employee who meets the eligibility requirements for retirement dies while in the employ of the Prosecutor, the Prosecutor shall pay the Employee's retirement allowance to the Employee's estate.

## **ARTICLE XIV**

### **INSURANCE**

1. Employees shall receive the health, dental, prescription, life insurance, and retiree health insurance benefits made available by the County of Hudson to its Employees, subject to such terms, conditions, level of benefits, co-payment requirements, or deductible levels as the County may establish. It is understood that the Prosecutor and/or County possesses the sole right to select the insurance carrier, insurance program, and/or to self insure in its sole and absolute discretion, the sole right to establish or abolish insurance programs, and the sole right to fix the terms, conditions, levels of benefits, co-payment requirements and deductible levels for each insurance program; provided however, that there shall be no reduction in benefit levels during the life of this Agreement unless such reduction is first negotiated by the Prosecutor and the PBA. Effective **the date this Agreement is signed, new employees agree not to enroll in the Traditional medical insurance option.**



## **ARTICLE XV**

### **MANAGEMENT RIGHTS**

1. The PBA and the Prosecutor agree that the provisions of this Agreement are limited to wages and working conditions of the Employees covered, and that no provision of this Agreement shall be construed or interpreted to restrain the Prosecutor's full and absolute right to operate, control and manage its operations and to determine the manner and means of providing services to the public.

2. Subject to New Jersey Law certain managerial rights of the Prosecutor fall within the scope of the Prosecutor's authority to act unilaterally:

a. The right to determine the size of the work force, to initiate layoffs, and to abolish positions.

b. The right to promote, transfer, demote, reassign, and layoff Employees.

c. The right to determine work standards; to determine, establish, modify and eliminate means and methods of operations; to implement improvements or changes in technology, work procedures and operations; to utilize new methods and equipment; and, to control the quality of services.

d. The right to subcontract all work, or any portion of the work, unilaterally and without discussion with the PBA.

e. The right to determine when and whether to fill job vacancies, and the procedure by which such vacancies shall be filled.

f. The right to evaluate jobs; to establish new positions, modify or combine existing

positions; and, to reassign duties from job to job, both within and outside of the PBA collective negotiations unit.

g. The right to select and hire employees from any source.

h. The right to create, abolish, and amend work shifts, and to assign employees to work-shifts as deemed necessary or appropriate.

I. The right to determine and establish hours of work for employees, and to determine when specific employees shall report for duty.

j. The right to require overtime work, and to assign overtime work to such employees as the Prosecutor shall select.

k. The right to evaluate the work performance of employees at such time and in such manner as deemed appropriate by the Prosecutor, and to determine the procedures by which evaluations shall occur.

3. The Prosecutor retains the right to implement, repeal and amend reasonable work rules without the need to negotiate such rules with the PBA or to obtain agreement concerning such rules from the PBA; provided, the PBA shall be notified prior to implementation, repeal or amendment of any work rule, and provided further that the Prosecutor shall adopt no rule which conflicts with any provision of this Agreement.

4. Any authority possessed by the Prosecutor under this Agreement may be delegated to any such other persons as the Prosecutor, in his sole discretion, may designate.

**ARTICLE XVI**

**RESIGNATION AND DEATH**

1. An employee who resigns shall give the Prosecutor at least ten (10) days advance notice.

2. In case of the death of an employee, unused vacation entitlement, as well as any compensatory time accrued or banked under Article VI, paragraph 5 of this Agreement, shall be paid to the deceased employee's estate.

## **ARTICLE XVII**

### **NO STRIKE OR LOCKOUT**

1. No employee or employees shall engage in any strike, sit-down, slow-down, sit-in, cessation, stoppage, interruption of work, boycott, or other interference with the operations of the Prosecutor's Office.

2. The PBA, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation, stoppage, interruption of work, boycott, or other interference with the operations of the Prosecutor's Office, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation, stoppage, interruption of work, boycott, or other interference with the operations of the Prosecutor's Office occur, the PBA, within twenty-four (24) hours of a request by the Prosecutor, shall:

- A. Publicly disavow such action by the Employees.
- B. Advise the Prosecutor in writing that such action by the employees has not been called or sanctioned by the PBA.
- C. Notify employees of its disapproval of such action and instruct such employees to cease such action, and return to work immediately.
- D. Post notices on the PBA Bulletin Boards advising that it disapproves such action, and instruct such employees to cease such action and return to work immediately.

4. The Prosecutor agrees that it will not lock out employees during the term of this Agreement.

## ARTICLE XVIII

### SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separate from each and every other clause of this Agreement. To the extent any clause or clauses shall be determined to be in violation of law, such clause or clauses shall be deemed null and void without impairing the validity and **enforce ability** of the rest of the Agreement, including any provisions in the remainder of the clause, sentence or paragraph in which the offending language may appear.

## **ARTICLE XIX**

### **SCOPE OF NEGOTIATIONS**

1. The Prosecutor and the PBA acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, which constitutes the complete Agreement of the parties on all negotiable issues.

2. The Prosecutor and the PBA, for the term of this Agreement, each voluntarily and unqualifiedly waive the right to negotiate collectively, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.

3. This Agreement constitutes the sole and exclusive source of employee wages and benefits, and all employee benefits not expressly enumerated herein shall become null and void as of the effective date of this Agreement and shall be discontinued.

**ARTICLE XX**

**ALTERATION OF AGREEMENT**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Prosecutor, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties.

## **ARTICLE XXI**

### **ASSOCIATION RIGHTS**

1. Not more than three (3) Association representatives may be excused from normal work duties in order to participate in negotiations for a successor Agreement if such negotiations are conducted during the representatives' normal work hours, provided that no interference or restriction of Prosecutor's Office operations or functions shall result. The parties shall attempt to schedule negotiations during non-work hours whenever possible. The Prosecutor, in his sole discretion, may permit additional Association representatives to be excused from normal work duties to participate in such negotiations.

2. The Association President and/or his/her designee may be granted reasonable release time from his/her normal work duties to engage in Association related activities, provided that the granting of such release time will in no way impede, restrict or interfere with the function and/or operation of the Prosecutor's Office. The Association President and/or his/her designee shall be subject to recall to normal work duties if Office operations so require. The Association President and/or his/her designee shall not leave the Prosecutor's Office premises during such release time without the approval of the Prosecutor or his/her designee.

3. The Association President, State Delegate and two (2) alternates of the Association shall be entitled to time off to attend conventions of the State PBA. Said time off shall be without loss of pay and shall be for the duration of the conventions in addition to reasonable travel time to and from.

4. The President and/or State Delegate shall be released from duty without loss of pay to attend State and County PBA meetings.



## **ARTICLE XXII**

### **GRIEVANCE PROCEDURE**

1. The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement, or a dispute concerning policies and management decisions affecting Employees, but does not mean a dispute involving the discipline or discharge of employees.

2. Grievances shall be processed in accordance with the following procedure:

#### **STEP ONE**

Grievances shall be submitted in writing to the office of the Chief of Investigations within ten (10) days following the date upon which the grievance occurred. The grievance shall thereupon be discussed at a meeting consisting of the employee involved, the PBA representative, and the Chief of Investigations or his/her designee. The meeting shall be conducted within fourteen (14) days from the date the grievance is submitted unless the PBA and the Chief of Investigations agree to conduct the meeting at a later date.

#### **STEP TWO**

If a grievance is not settled at the grievance meeting described in Step 1, above, the PBA may, within five (5) days from the grievance meeting, appeal the grievance in writing to the Prosecutor, who shall respond to said grievance in writing within 10 days of his/her receipt of the grievance appeal.

#### **STEP THREE**

If a grievance appeal under Step 2, above, is denied, and only if the grievance concerns the interpretation, application or alleged violation of the terms of this Agreement, the PBA may submit the grievance to arbitration before an arbitrator appointed by the Public Employment Relations Commission. Such a request for arbitration must be submitted within five (5) days of the date upon which the grievance appeal is denied by the Prosecutor. Grievances concerning policies or management decisions affecting employees may not be submitted to arbitration.

3. The designated arbitrator shall be bound by the provisions of this Agreement and applicable laws of the State of New Jersey and of the United States. The arbitrator shall be restricted to the question of the contract interpretation presented. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate in detail his findings of fact-and reasons for making the award. The decision and award of the arbitrator shall be final and binding upon the parties, and upon the grieving employees. The costs of the services of the arbitrator shall be borne equally between the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same. Each arbitration shall be limited to one grievance unless otherwise agreed in writing by the parties. Only the Prosecutor or the PBA may submit a grievance to arbitration under this Article.

4. Employer Grievances. Any grievance which the Prosecutor may have against the PBA shall be reduced to writing and submitted to the PBA. Representatives of the PBA and Prosecutor shall meet within fourteen (14) days from the date the grievance is submitted unless the PBA and Prosecutor agree to conduct the meeting at a later date. If the grievance is not resolved, the Prosecutor may submit the dispute to arbitration as provided in this Article.

5. The failure of a grieving employee or the PBA to file a grievance, to appeal a grievance, or to demand arbitration within the time periods contained in this Article shall constitute an absolute waiver of the grievance and shall deprive the arbitrator of jurisdiction to hear the grievance. The failure of the Prosecutor to answer a grievance shall be deemed a denial of the grievance on all applicable grounds.

6. The parties hereby agree that any judicial action to compel compliance with the

arbitration clause of this contract, to confirm or enforce any arbitration award entered pursuant to this contract, or to vacate or modify any arbitration award entered pursuant to this contract, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A:24-1 et. sec.

7. Employees shall perform all duties as instructed even though they may feel aggrieved. During the pendency of any grievance, the employees affected by the grievance shall continue to comply with all work directives and work rules applicable to them notwithstanding that any such work directives or work rules are the subject of the pending grievance, except where compliance would pose a direct threat to the life and safety of the employees.

8. It is understood and agreed that a decision of the PBA not to exercise its right to request arbitration shall be final and binding upon all employees, and it is further understood and agreed that the PBA and its designated representatives have the authority to settle any grievance at any step.

9. Disputes involving the discipline or discharge of employees shall not be subject to the grievance and arbitration procedures contained in this Article.

10. Any time lost by a grievant in the arbitration procedure shall not be compensated by the Prosecutor.

## **ARTICLE XXIII**

### **NAME CLEARING HEARING**

1. If an employee is suspended without pay, fined or terminated from employment for alleged wrongdoing or misconduct, he/she shall be entitled to a name clearing hearing under the terms of this Article.

2. Prior to implementing the proposed suspension, fine or termination action, the employee shall be provided with a written notice of the alleged wrongdoing or misconduct with which the employee is charged, the proposed punitive action, and the employee's right to request a name clearing hearing. The employee's request for a name clearing hearing must be submitted in writing to the Chief of Investigations within five working days of the employee's receipt of the notice of proposed suspension, fine or termination action. Such a hearing will be conducted before the Chief of Investigations.

3. The purpose of the name clearing hearing is to permit the employee to respond to the charges against him or her and to clear any damage to the employee's reputation. The Prosecutor shall not have the burden of proving the validity of the charges, or that cause exists for the proposed suspension or termination.

4. The Chief of Investigations shall issue a written decision following the hearing. In cases of proposed suspensions of less than five day's duration, or fines amounting to less than five day's pay, the decision of the Chief of Investigations shall be final. In cases of proposed suspension or fines of five or more days duration and/or amount, and of proposed terminations, the employee may appeal the Chief's decision to the Prosecutor, in writing, within five working days of the date

of the Chief's decision, in which case the Chief's decision shall be final unless reversed or modified by the Prosecutor.

5. Employees may be represented at the name clearing hearing by an attorney or Association representative. Employees shall have the opportunity to review the evidence supporting the charges, and to present and examine witnesses.

6. It is agreed that the procedures outlined in this Article apply only to cases in which an employee is suspended, fined or terminated for alleged wrongdoing or misconduct. Nothing in this Article shall be construed to afford any employee a contractual or property right, interest in, or expectation of continued employment. Nothing in this Article shall be construed in any way to limit, repeal, or infringe the Prosecutor's right, pursuant to State law, to remove any employee at any time, at the Prosecutor's pleasure.

## **ARTICLE XXIV**

### **DUES DEDUCTIONS**

1. Upon receipt of a written authorization from an employee who has completed thirty (30) days of employment, the Prosecutor shall, pursuant to such authorization, deduct from the wages due said employee, and remit to the PBA, regular monthly dues as fixed by the PBA.

2. The Prosecutor shall be relieved from taking dues deductions from an employee's pay upon (a) termination of employment; (b) layoff from work' (c) an agreed leave of absence; or (d) revocation of the dues deduction authorization in accordance with applicable law. Notwithstanding (a), (b) and (c) above, upon the return of an employee to work from any of the foregoing enumerated absences, the Prosecutor will immediately resume the obligation of making said deductions, except that deductions for terminated employees who are rehired shall be governed by Paragraph 1 hereof.

3. The Prosecutor shall not be obliged to make dues deductions of any kind from any employee who, during any dues month, has failed to earn sufficient wages to equal the dues otherwise payable.

4. It is specifically agreed that the Prosecutor assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The PBA hereby agrees that it will indemnify and hold the Prosecutor harmless from any claims, actions or proceedings brought by any employee arising from dues deductions. Once the deducted dues are remitted to the *PBA*, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the *PBA*.

5. The Prosecutor agrees to furnish the *PBA* a monthly list containing the names of newly hired employees, their addresses, social security numbers, work classifications and dates of

hire; the names of terminated employees, together with their dates of termination; and, the names of employees on leaves of absence. The Prosecutor also will provide the *PBA* a monthly list of employees from whom dues have been deducted, and from whom dues have not been deducted.

## **ARTICLE XXV**

### **AGENCY SHOP**

1. Upon the request of the PBA, the Prosecutor shall deduct a representation fee from the wages of each employee who has not authorized the deduction of dues from his/her wages.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment in the unit.

3. The amount of said representation fee shall be certified to the Prosecutor by the PBA, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the PBA to its own members.

4. The PBA agrees to indemnify and hold the Prosecutor harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The Prosecutor shall remit the deducted representation fees to the PBA monthly.

6. The PBA shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:1 3A-5.5(c) and 5.6, and membership in the PBA shall be available to all employees in the unit on an equal basis at all times. In the event the PBA fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making deductions.

7. Within thirty days of receipt of the monthly list of new employees provided for in Article XXIV, Section 5, the PBA shall provide to the Prosecutor the names of employees on whose behalf a representation fee is to be deducted. The PBA also shall provide its certification that each employee so named has not made written authorization for dues deductions, and that the



representation fee to be charged does not exceed 85% of the regular membership dues, fees and assessments. The PBA shall further certify that said representation fees shall be used solely for purposes directly related to collective bargaining, contract administration or grievance administration.

8. Should the Prosecutor fail to provide the monthly list of new employees in accordance in Article XXIV, Section 5, the PBA may grieve the Prosecutor's failure to do so through the grievance and arbitration provisions of this collective bargaining agreement. In the event the grievance is submitted to arbitration, the arbitrator's authority to award a remedy shall be limited to directing the Prosecutor to immediately provide the names of newly hired employees.

## **ARTICLE XXVI**

### **PERSONNEL FILES**

Any employee may review his or her personnel file at reasonable times during normal working hours, provided a written request is submitted by the employee to the Prosecutor at least three days in advance. The employee shall be permitted to review his or her personnel file only in the presence of such management personnel as the Prosecutor shall designate. Under no circumstances may an employee remove any document from his or her personnel file, or cause any document to be removed.

## **ARTICLE XXVII**

### **LEGAL REPRESENTATION**

Upon receipt of a summons and/or complaint arising out of and directly related to the lawful exercise of an Investigator's powers in furtherance of his or her official duties, the officer shall deliver the summons and/or complaint to the Prosecutor within three days of receipt of same. The Prosecutor shall forward same to the County Law Department, which shall advise the Investigator, in writing, of one of the following:

1. The County Law Department shall defend the Investigator.
2. The County Law Department shall appoint counsel to defend the Investigator, at no expense to the Investigator.
3. The County Law Department will advise the Investigator he or she may retain private counsel of his or her own choosing, subject to the County's fee schedule, which must be agreed to in advance by the attorney selected by the Investigator.
4. If the County determines that it has no legal obligation to defend the Investigator, the County shall notify the Investigator of such determination, along with a written statement of the reasons for the determination that the County has no obligation under applicable law to provide a defense.

**ARTICLE XXVIII**

**EDUCATIONAL INCENTIVE**

1. Employees with at least an undergraduate degree or higher level of education achievement shall be entitled to an annual incentive as provided below:

Associate's Degree .75% of their **base annual salary**

Bachelor's Degree 1.00% of their **base annual salary**

Master's Degree 1.25% of their **base annual salary**

2. The educational incentive as specified above shall be paid in equal installments along with regular payroll and shall be utilized for all computation purposes.

**3. The educational incentive as specified above shall become effective on the first full pay period following the date the proper credentials have been approved by the Prosecutor.** All members with credentials presently approved by the Prosecutor will receive the educational incentive upon the effective date of this contract.

**ARTICLE XXIX**

**EFFECTIVE DATE AND DURATION OF AGREEMENT**

This Agreement shall be effective January 1, 2004 and shall continue and remain in full force and effect to, and including, December 31, 2008, when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, they must notify the other party, in writing, not less than sixty (60) days prior to such expiration date.

**IN WITNESS WHEREOF**, the PBA and the County Prosecutor have executed this Agreement, this            day of            , 2004.

**PBA LOCAL 232**

BY: \_\_\_\_\_

**HUDSON COUNTY PROSECUTOR**

BY: \_\_\_\_\_

**HUDSON COUNTY EXECUTIVE**

BY: \_\_\_\_\_

**APPENDIX A-1**

**2004**

**STEP**

Starting	<b>\$27,000</b>
1	31,257
2	33,123
3	36,736
4	39,748
5	42,759
6	45,769
7	51,793
8	54,804
9	57,816
10A	61,619 ( <b>Jan. 1</b> )66,125 ( <b>July 1</b> )
10	66,125
Sr. Investigator	69,431

\* Those at Steps **6**, 7, 8 and 9 in 2003 stay at the new 2004 Steps 7,8, and 9, but receive a pay increase **associated with their step as indicated above.**

\* Steps 7 and 11 from 2003 have been eliminated.

\* Those at Step 10 in 2003 will be increased to \$61,619 **on the first full pay period on or after** January 1, 2004, and move to \$66,125 on **the first full pay period on or after** July 1, 2004.

\* Those at Step **11** and 12 in 2003 move to Step 10 **which, according to the above schedule is a** 4% increase **effective on the first full pay period on or after** 1/1/04.

**APPENDIX A-2**

**2005**

**STEP**

Starting	<b>\$28,000</b>
1	31,257
2	33,445
3	35,441
4	39,308
5	42,530
6	45,752
7	48,973
8	55,419
9	58,640
10A	63,141 ( <b>Jan. 1</b> )68,770 ( <b>July 1</b> )
10	68,770
Sr. Investigator	72,209

\* Those at Step 9 in 2004 will be increased to \$63,141 on 1/1/05 and increased to \$68,770 on the first full pay period on or after 7/1/05.

\* Those at Step 10 in 2004 will receive a 4% increase on 1/1/05 as provided in the schedule above.

**APPENDIX A-3**

**2006**

**STEP**

Starting	<b>\$29,000</b>
1	31,257
2	33,445
3	35,786
4	37,922
5	42,059
6	45,507
7	48,954
8	52,401
9	59,298
10A	65,081 ( <b>Jan. 1</b> )71,521 ( <b>July 1</b> )
10	71,521
Sr. Investigator	75,097

\* Those at Step 9 in 2005 increase to \$65,081 **on the first full pay period on or after** 1/1/06 and increase to \$71,521 **on the first full pay period on or after** 7/1/06.

\* Those at Step 10 in 2005 will receive a 4% increase **on the first full pay period on or after** 1/1/06.



## APPENDIX A-4

2007

### STEP

Starting	\$30,000
1	31,030
2	33,445
3	35,786
4	40,577
5	45,003
6	48,693
7	52,381
8	56,070
9A	66,815 (Jan. 1)74,382 (July 1)
9	74,382
Sr. Investigator	78,101

\* 2006 Step 9 is eliminated.

\* Those at Step 9 in 2006 move to 2007 Step 9 and increase to \$66,815 on the first full pay period on or after 1/1/07 and increase to \$74,382 on the first full pay period on or after 7/1/07.

\*Steps 4, 5, 6, 7 and 8 in 2006 move to new Steps 4, 5, 6, 7 and 8 in 2007.

\* Those at Step 10 in 2006 will receive a 4% increase on the first full pay period on or after 1/1/07 and move to new Step 9.

**APPENDIX A-5**

**2008**

**STEP**

Starting	<b>\$31,000</b>
1	31,950
2	33,047
3	35,619
4	43,214
5	47,929
6	51,858
7	55,786
8A	66,535 <b>(Jan. 1)</b> 77,000 <b>(July 1)</b>
8	77,000
Sr. Investigator	80,850

\* 2007 Step 8 is eliminated.

\* Those at Steps 4, 5, 6 and 7 in 2007 will move to new Steps 4,5, 6 and 7 in 2008.

\* Those at Step 8 in 2007 will move to 2008 Step 8 and increase to \$66,535 **on the first full pay period on or after** 1/1/08 and increase to \$77,000 **on the first full pay period on or after** 7/1/08.

\* Those at Step 9 in 2007 will receive a 3.52% increase and move to new Step 8.