

AGREEMENT

PROSECUTOR OF THE COUNTY OF PASSAIC

AND

PASSAIC COUNTY PROSECUTOR'S CLERICAL ASSOCIATION

2003, 2004, 2005

Prepared by:

GENOVA BURNS & VERNIOIA
354 Eisenhower Parkway
Eisenhower Plaza II – Suite 2575
Livingston, New Jersey 07039
(973) 533-0777
Labor Counsel to County of Passaic

I N D E X

	<u>PAGE</u>
Agreement	1
Management Rights	2
Recognition	3
Personal Leave	4
Bereavement Leave	5
Sick Leave	6
Holidays	7
Vacations	8
Health and Insurance Benefits	10
Work Schedule, Overtime and Compensatory Time	12
Employee Liability	14
Non Discrimination	15
Fully Bargained Provisions	16
Separation of Employment	17
Grievance Procedure	18
Existing Policies	20
Salaries	21
Savings Clause	23
Work Incurred Injury	24
Personnel Files	26
Investigation of Clerical Employees	27
Union Rights	29
Retroactive Payment	30
Term and Renewal	31

AGREEMENT

THIS AGREEMENT entered into this day of September, 2003 by and between the PROSECUTOR OF THE COUNTY OF PASSAIC and the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF PASSAIC (hereinafter the “Employer”) and PASSAIC COUNTY PROSECUTOR’S CLERICAL ASSOCIATION (hereinafter the “Association”).

PREAMBLE

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

Other purposes of this Agreement are:

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

ARTICLE I - MANAGEMENT RIGHTS

The public Employer retains the right in accordance with applicable laws and procedures to:

- (a) Direct employees.
- (b) Hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees and including the right to take disciplinary action when an employee fails to comply with management requests.
- (c) Relieve employees from duties because of the lack of work or for other legitimate reasons.
- (d) Maintain the efficiency of the government operations entrusted to the Employer.
- (e) Determine the methods, means and personnel by which such operations are to be conducted.
- (f) Take whatever action may be necessary to carry out the responsibilities of the Employer in situations of emergency.

ARTICLE II - RECOGNITION

The Employer recognizes the Association as the sole and exclusive authorized bargaining representative for all clerical employees employed by the Passaic County Prosecutor.

There shall be a three (3) month probationary period for new employees before any benefits will be realized except for overtime pay. Benefits such as sick time, vacation time, personal time, and holidays shall accrue retroactively to the credit of the employee upon completion of the probationary period.

ARTICLE III - PERSONAL LEAVE

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

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

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

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

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

ARTICLE IV - BEREAVEMENT LEAVE

Bereavement Leave Pay

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

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

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

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

ARTICLE V - SICK LEAVE

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

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

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

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

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

(F) Upon retirement, an employee shall be entitled to the cash equivalent of one-half of the employee's total remaining and accrued sick time, up to a maximum of \$15,000.

ARTICLE VI - HOLIDAYS

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

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

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

(C) If an employee is required to work on a holiday, the employee shall be compensated for such work at two (2) times the employee's regular rate for all hours worked, or compensatory time at two (2) times the hours worked, whichever method the Employer in his absolute discretion deems proper.

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

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

(F) In the event the County adopts additional holidays for all County employees by way of Freeholder resolution, then in that event the employees of the unit shall be afforded the holiday without re-opening the contract.

ARTICLE VII - VACATIONS

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

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

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

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

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

(E) During the calendar year in which the anniversary date of an employee's actual years of service would entitle the employee to advance to the next level of vacation leave compensation, the employee shall be entitled to a pro rata share of the increase in vacation leave compensation as follows:

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

during that calendar year.

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

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

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

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

ARTICLE VIII - HEALTH AND INSURANCE BENEFITS

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

(B) It is agreed that existing employees on staff as of the signing of this contract shall maintain their existing health insurance coverage.

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

2. Effective June 2, 1994, pre-admission review and case management shall be part of the health insurance program. It is specifically and expressly agreed, that under the pre-admission review and case management provisions of the health plan, in the event of a disagreement between the employee's physician(s) and the plan's physician(s) as to proposed surgery or course of treatment, the decision of the patient and/or patient's physician shall control. In such event, the plan shall pay the expenses of the chosen surgery or course of treatment in accordance with the plan's normal payment schedules for same.

(C) It is further agreed that all new employees hired after June 2, 1994 shall have the health insurance coverage known as the Blue Cross/Blue Shield Wrap-Around Program equivalent. The deductible under this program shall be \$200 for the employee and \$200 for family members, amounting to a total deductible of \$400.00 in the aggregate. Pre-admission review and case management shall be part of this health insurance program.

(D) It is further agreed that the co-pay under the Prescription Drug Plan shall be \$5.00 for non-generic drugs. There will be no co-pay for generic drugs.

As of March 1, 1999, any employee who has retired and any employee who subsequently retires shall be entitled to continue participation in the Prescription Drug Plan. Retirement shall mean twenty five (25) years of service in the P.E.R.S. Retirement System.

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

(F) In the event the Employer desires to change health care providers, or enter into a

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

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

(H) In the event of an employee's death, the hospitalization and prescription insurance benefits shall continue for a period of ninety (90) calendar days.

ARTICLE IX - WORK SCHEDULE, OVERTIME AND COMPENSATORY TIME

(A) The standard workweek shall consist of five (5) consecutive days, Monday through Friday, with two (2) consecutive days off.

(B) The hours of work shall be either six (6) hours per day with one (1) hour off for unpaid lunch for a total workweek of thirty (30) hours or seven (7) hours per day with one (1) hour off for unpaid lunch, for a total workweek of thirty-five (35) hours.

(C) The determination as to which employees will work six (6) hours a day and thirty (30) hours a week and which will work seven (7) hours a day and thirty-five (35) hours a week shall be at the discretion of the Employer. However, all employees hired after April 1, 1990 shall be required to work seven (7) hours a day and thirty-five (35) hours a week.

(D) Employees who are required to work a thirty-five (35) hour workweek shall receive extra remuneration by way of the salary adjustments specified in Article XVI-Salaries.

(E) Lunch periods assigned to employees shall be duty free, and with the exception of an emergency, any employee who shall be requested to work during the employee's lunch period shall be afforded a duty-free lunch period during the respective work shift in that same workday.

(F) An employee required to work longer than the normal workday shall be paid at the employee's regular hourly-rate, except that all hours in excess of 7.75 work-hours in a workday, or 38.75 work-hours during that particular workweek (Monday through Friday) shall be at the rate of one and one-half times the regular hourly rate beginning with the first hour of overtime.

(G) An employee who works on a Saturday shall be remunerated at the rate of one and one-half times the regular hourly rate.

(H) An employee who works on a Sunday or holiday shall be remunerated at the rate of two times the regular rate.

(I) Payment for overtime work shall be in the form of cash or compensatory time off at the Employer's discretion.

(J) Each employee shall be entitled to one compensation day as compensation for

unclaimed overtime.

(K) An employee who is called to work beyond regular working hours shall either be provided with round-trip transportation between the employee's home and the employee's work station or be compensated at a rate of 22 cents per mile for round-trip personal travel between these locations.

(L) All clerical employees who are required to be on call shall receive the amount of fifty dollars (\$50.00) per week for each week spent on call.

ARTICLE X - EMPLOYEE LIABILITY

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

ARTICLE XI - NON-DISCRIMINATION

The Employer and the Association agree to comply with all Federal and State laws against discrimination.

ARTICLE XII - FULLY BARGAINED PROVISIONS

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

ARTICLE XIII - SEPARATION OF EMPLOYMENT

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

(B) Upon resignation, the employee will receive not later than the next pay period all monies to which the employee is entitled, provided that the employee has notified the Employer at least two (2) weeks prior to such resignation.

ARTICLE XIV - GRIEVANCE PROCEDURE

(A) Definition

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

(B) Procedure

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

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

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

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

1. No response at any step within the time allotted shall be deemed to be a denial of the grievance at that Step.
2. Written disposition of all grievances shall be forwarded to the Association.
3. In the event of arbitration, the costs of the arbitrator’s

services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.

4. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned.
5. Documents, communications or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.
6. Meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.
7. A grievance must be raised at Step 1 no later than ten (10) working days following its occurrence.
8. Nothing in this Agreement or grievance procedure shall affect or apply to the right of the Employer to discipline or discharge employees nor deprive any employee of their rights in such cases pursuant to civil service rules and regulations or otherwise.

ARTICLE XV - EXISTING POLICIES

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

(B) In the event the Board of Chosen Freeholders negotiate an improvement in any wage or fringe benefit on a county-wide basis, then the employees in this bargaining unit shall have the right to request immediate negotiations as to such issue only, any other provisions of this Agreement to the contrary notwithstanding.

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

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

ARTICLE XVI - SALARIES

(A) Effective and retroactive to January 1, 2003, there shall be a three percent (3.0%) cost-of-living adjustment.

(B) Effective January 1, 2004, there shall be a three and one quarter percent (3.25%) cost-of-living adjustment.

(C) Effective January 1, 2005, there shall be a three and one half percent (3.50%) cost-of-living adjustment.

(D) Increments shall be paid when due to all eligible employees according to the employee's anniversary date, pursuant to the Salary Guide for Clerical Employees of the Passaic County Prosecutor's Office, a copy of which is attached to this Agreement.

(E) Employees designated to work a thirty-five (35) hour workweek shall continue to receive a salary adjustment. Said adjustment will consist of setting their base salary two levels higher at the same step, according to the Salary Guide for Clerical Employees of the Passaic County Prosecutor's Office. (For example, an employee at Step 1, Level 3 shall move to Step 1, Level 5.)

(F) Four additional salary steps (designated as Steps A through D) are created in the Salary Guide for Clerical Employees. Steps currently designated as Steps A, B and C will be redesignated as Steps E, F, G. The four additional salary steps are effective January 1, 1996.

(G) An additional step, designated as Step 12, is created in the Salary Guide for Clerical Employees effective January 1, 1998.

(H) It is agreed that, except as provided herein, Clerical Employees hired after November 1, 1991, the date of the signing of the 1991- 1992 Agreement between the Prosecutor of the County of Passaic and the Passaic County Prosecutor's Clerical Association shall not be entitled to receive longevity benefits during the course of their employment with the Prosecutor's Office. An exception to the policy will be existing Passaic County employees already receiving longevity benefits who transfer into the Prosecutor's Office. Such transferred employees shall continue to receive their longevity benefits.

(I) As previously amended effective November 1, 1991, longevity pay shall continue to be determined by length of employment as follows:

2% of base pay at the completion of 7 years.

4% of base pay at the completion of 10 years.

6% of base pay at the completion of 15 years.

8% of base pay at the completion of 20 years.

10% of base pay at the completion of 25 years.

(J) All clerical employees hired after November 1, 1991, who are not otherwise receiving longevity, shall be entitled to senior service pay pursuant to the following schedule: Twenty-five hundred dollars (\$2,500.00) added to the base pay of employees after fifteen (15) years of service, Thirty-five hundred dollars (\$3,500.00) after 20 years of service, and Five-thousand dollars (\$5,000.00) added to the base pay of employees after twenty four (24) years of service. "Service" is defined as service with the Passaic County Prosecutor's Office.

(K) Employees of the bargaining unit that are at the maximum level of the salary guide for two or more years (based on their anniversary date) will be entitled to a one-time step increase on their base salary effective the first pay period following the date that such employee is at the maximum level of the salary guide.

ARTICLE XVII - SAVINGS CLAUSE

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

ARTICLE XVIII - WORK INCURRED INJURY

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

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

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

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

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 judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

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

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

physicians appointed by the parties.

ARTICLE XIX - PERSONNEL FILES

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

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

Any correspondence to be placed in an employee's personnel file will be provided to the employee upon request. All employees will be permitted to review their personnel file annually upon written request of the Prosecutor and under the supervision of an authorized person of the Prosecutor's office.

Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to the employee and the employee shall be given the opportunity to rebut any material if the employee so desires, and the employee shall be permitted to place said rebuttal in his file. (When the employee is given a copy of the complaint, the identification of the complainant shall be excised.) However, if any disciplinary action is taken based on any complaint, prior to said disciplinary action, the employee shall be furnished with all the details of the complaint, including the identity of the complainant.

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

Each employee shall be supplied with a written certification from the Employer prior to the end of the calendar year which shall state the number of accumulated vacation days, sick days, personal days and any other time which is available to the employee.

ARTICLE XX - INVESTIGATION OF CLERICAL EMPLOYEES

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

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

- (8) Nothing herein shall be construed to deprive the Prosecutor's Office or its employees of the ability to conduct the routine and daily operations of the office.
- (9) These rules shall apply to personal interrogations of members, but shall not apply to requests for written reports.

ARTICLE XXI - UNION RIGHTS

(A) The Association shall have the right to post union notices using their own stationery on available bulletin boards.

(B) Any representative of the Association that is scheduled to participate in negotiations or grievance procedures during work hours will suffer no loss in pay or benefits.

(C) Employees shall be made aware of any correspondence placed in their personnel file.

(D) The Employer agrees to provide facilities for the Association to conduct meetings during off-duty hours.

ARTICLE XXII - RETROACTIVE PAYMENT

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

ARTICLE XXIII - TERM AND RENEWAL

(A) This Agreement shall remain in effect until December 31, 2005 or until successor agreement is reached. In the event such a successor agreement is not reached by December 31, 2005, both parties expressly intend and agree to continue to remain bound by the terms of this Agreement in all respects during any interim period until a successor agreement is reached.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and attested to this day of September, 2003.

PASSAIC COUNTY PROSECUTOR

By: _____
JAMES F. AVIGLIANO

WITNESS:

PASSAIC COUNTY PROSECUTOR'S
CLERICAL ASSOCIATION

By: _____
LISA BRESEMAN-DEMARCO

WITNESS:
