

AGREEMENT

between

THE COUNTY PROSECUTOR OF ESSEX COUNTY

and

**THE ESSEX COUNTY PROSECUTOR'S INVESTIGATORS, NEW
JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 325**

January 1, 2006 through December 31, 2007

Prepared By
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AGREEMENT BETWEEN THE COUNTY
THE PROSECUTOR OF ESSEX COUNTY

AND

THE ESSEX COUNTY PROSECUTOR'S
INVESTIGATORS ASSOCIATION

(January 1, 2006 through December 31, 2007)

THIS AGREEMENT made and entered into this _____ day of _____
_____, 2008, by and between the County Prosecutor of Essex County (hereinafter
"Prosecutor") and the Essex County Prosecutor's Investigators, New Jersey Policemen's
Benevolent Association, Local 325 (hereinafter sometimes referred to as "PBA Local
325").

Preamble

THIS AGREEMENT has as its purpose the promotion and maintenance of a harmonious relationship between the Prosecutor and the members of PBA Local 325 in order to assure the continued efficient and progressive service to the public by the office of the Prosecutor of Essex County, New Jersey.

ARTICLE I

RECOGNITION AND SCOPE

Section 1: The Prosecutor hereby recognizes PBA Local 325 as the exclusive representative of all Investigators employed in the office of the Prosecutor of Essex County for the purpose of collective negotiations under and pursuant to Chapter 303, Laws 1968 (N.J.S.A. 34:13A-1 et. seq.) (hereinafter sometimes referred to as the "Act") with respect to salary, hours, and other terms and conditions of employment in the negotiating unit described below:

Included: All non-supervisory investigators employed by the Essex County Prosecutor.

Excluded: All other employees, non-police employees, confidential employees, managerial executives, craft employees and supervisors within the meaning of the Act.

Section 2: Unless otherwise indicated, the terms "employee" and "member" are used interchangeably in this Agreement, either of which terms refers to a person or persons represented by PBA Local 325 in the above-defined negotiation unit.

ARTICLE II

**RIGHTS AND RESPONSIBILITIES OF THE PROSECUTOR
AND THE BOARD OF CHOSEN FREEHOLDERS**

Section 1: In order to administer effectively the affairs of the Prosecutor's office and to serve properly the public, the Prosecutor hereby reserves and retains, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in the Prosecutor by law prior to the signing of this Agreement.

Section 2: Nothing contained in this Agreement shall operate to deny or to restrict the Board of Chosen Freeholders of the County of Essex in the exercise of any and all rights, responsibilities and authority conferred upon and vested in them by law prior to the signing of this Agreement.

ARTICLE III

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Prosecutor or anyone acting on behalf of the Prosecutor against the members represented by PBA Local 325 because of membership or activity in said Association. PBA Local 325 shall not intimidate or coerce employees of the Prosecutor into membership. Neither the Prosecutor nor PBA Local 325 shall discriminate against any employee because of race, creed, age, color, sex or national origin.

ARTICLE IV

COLLECTIVE BARGAINING PROCEDURES

Section 1: Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized representative.

Section 2: Collective negotiating meetings shall be held at the request of the Prosecutor or PBA Local 325 at times and places mutually convenient.

Section 3: Members of PBA Local 325 who may be designated to participate in meetings scheduled for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay or without loss of compensatory time, if any shall have been approved.

Section 4: Association membership dues will be included in payroll deductions under the conditions set forth in Article XXIX.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1: Definitions

A grievance shall be defined as a complaint by a member or group of members of PBA Local 325.

Class A grievance shall be defined as a complaint that there has been a misapplication, misinterpretation or violation of a term or condition of this Agreement.

Class B grievance shall be defined as a complaint that there has been a misapplication, misinterpretation or violation of a policy or administrative decision.

The term "member" shall mean any regularly employed individual covered in Article I (Recognition and Scope), supra.

The term "representative" shall include any organization, agency and person authorized or designated by any member or group of members or by the Prosecutor to act on his or their behalf and to represent him or them.

The term "immediate" superior shall mean the person to whom the aggrieved member is directly responsible.

Section 2: 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 immediate superior who shall respond no later than five (5) 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 in writing to the Chief of Investigators. The Chief of Investigators 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 matter may be appealed in writing to the Prosecutor. The Prosecutor shall have ten (10) working days in which to respond.

Step 4: In the event the grievance is not resolved at Steps 1, 2 and 3 above, and provided the grievance is a Class A grievance, PBA Local 325 and only PBA Local 325 may submit the matter to binding arbitration in accordance with the procedures of the New Jersey State Board of Mediation. The written request for arbitration by PBA Local 325 must be filed with the Board of Mediation and a copy served upon the Prosecutor no later than ten (10) working days from the receipt of the Prosecutor's response at Step 3.

- a. Lack of response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.
- b. Written dispositions of all grievances shall be forwarded to PBA Local 325.
- c. 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 postponement.
- d. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned unless the party to whom the grievance is submitted shall determine to waive the violation of the time limitations.

- e. All documents, communications, or records dealing with a grievance, except if final determination is one of guilty, shall not be filed in any member's personnel file.
- f. All 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 and witnesses while testifying.

ARTICLE VI

SALARIES

Section 1: All employees covered under this Agreement shall receive increases to their base annual pay arrived at by applying the following percent increases to the base salaries:

Effective January 1, 2006 4%

Effective January 1, 2007 4%

Section 2: In calculation of the above wage increases it is understood and agreed that all employees not at maximum pay may, in addition to the percent raises of the maximum salary indicated above, be awarded additional compensation on the basis of merit for any amount not to exceed the maximum amount per attached Schedule B. Said schedule is annexed hereto and incorporated herein as if set forth at length. The Prosecutor will set the amount of additional compensation to be awarded to each qualifying person.

Section 3: All employees hired after December 31, 2007, shall be hired at a step on the guide attached hereto as Schedule C.

Section 4: Effective as of the signing of this Agreement by the Prosecutor and PBA Local 325, any employee designated by the Prosecutor or the Chief of Investigators to assume the job and responsibility of a superior and who performs such work (for a period in excess of twenty (20) continuous work days) shall be paid at the step rate of the superior's rate of pay. The applicable pro-rated superior's rate of pay shall be the rate of pay for said superior position which is close to and exceeds the designated employee's base pay rate.

Section 5: Employees who sever employment with the County prior to the execution of this Agreement will not be included in this wage increase, with the exception of retirees and deceased employees. In the latter case, payment will be made to the estate of the deceased employee.

ARTICLE VII

ADDITIONAL COMPENSATION

Section 1: Compensation for special shift duty will be paid to any member required to work a tour of duty other than the customary 8:30 a.m. to 4:00 p.m. workday or the modified work day as provided for in Article XV, Hours of Work. This section refers to hours worked prior to 8:30 a.m. or after 4:00 p.m. except for the modified work day as provided in Article XV. The compensation will consist of an hourly rate 7.5% higher than that existing under the regular straight time hourly rate for hours worked between 4:00 p.m., or the end of the modified work day as provided in Article XV, and 11:30 p.m.; and an hourly rate 15% higher than that existing under the regular straight time hourly rate hours worked between 11:30 p.m. and 8:30 a.m. or the start of the modified work day as provided in Article XV.

Section 2: Effective January 1, 2001, and effective through December 31, 2006, any employee who has attained college credits in a fully accredited college (accredited by the institutional agency – Middle States Association of Colleges & Schools, or the New England, Great Lakes, Plains, Southeast, Southwest, Rocky Mountains or Far West geographical regions) may submit verification of such college credits and receive additional annual compensation in accordance with the following schedule:

Bachelor's Degree	\$2,750.00
60/AA	\$2,250.00
30-59 College Credits	\$1,250.00

Section 3: Effective January 1, 2007 any employee who has attained college credits in a fully accredited college (accredited by the institutional agency – Middle States Association of Colleges & Schools, or the New England, Great Lakes, Plains, Southeast,

Southwest, Rocky Mountains or Far West geographical regions) may submit verification of such college credits and receive additional annual compensation in accordance with the following schedule:

Bachelor's Degree	\$5,250.00
60/AA	\$3,500.00
30-59 College Credits	\$1,750.00

Such benefit shall be frozen at these levels. The current practice regarding payment procedure shall continue.

Section 4: The County maintains a payroll holdback not to exceed one week.

ARTICLE VIII

LONGEVITY

Section 1: Pursuant to the Resolution of the County dated July 25, 1974, the Longevity Increment Program will be continued in effect for all employees on the payroll as of December 31, 1974.

Section 2: All Longevity increments due now or after shall be calculated on the basis of the regular increment in effect on December 31, 1975, or whatever other date can be mutually agreed between the parties.

Section 3: Longevity increments will be paid as heretofore, namely beginning with the pay period following the anniversary date of employment.

Section 4: Nothing contained in the above section shall preclude the right of PBA Local 325 to bargain for Longevity for employees presently not eligible for same. If during the life of this Agreement, certain members of PBA Local 325 do become entitled to Longevity pay, the remainder of the provisions of this Article will be adjusted according to whatever agreement shall be reached.

ARTICLE IX

VACATIONS

Section 1: Vacations shall be granted to members of PBA Local 325 as follows:

First year of employment: One day for each month of employment.

During second year and up to and through ten years of employment:
Three weeks.

After ten years and up to and through fifteen years of employment: Four weeks.

After fifteen years of employment: Five weeks.

Section 2: Employees covered under this Agreement may carry vacation time or a portion thereof over from year to year with good cause shown at the discretion of the Prosecutor, not to exceed three (3) weeks vacation time.

ARTICLE X

HEALTH BENEFITS

Section 1: Hospitalization and Medical-Surgical and Major-Medical Insurance shall be paid for by the County except as set forth below. The insurance and premium payment therefore shall cover the employee, his/her spouse and any eligible dependent children as defined by the County of Essex eligibility documents, under the age of 23 years, living at the employee's home, except as set forth below. Eligibility for an unmarried child who attains age twenty-three (23) while eligible under the County's health benefit program may be continued until the end of that calendar year. The County reserves the right to select the insurance carrier who shall provide such benefits provided they are not less than those provided by the County on December 31, 1979. The County of Essex shall have the right to implement the following:

- a. Pre-Admission Review, as set forth in Schedule A attached hereto and made a part hereof;
- b. Second surgical opinion, as set forth in Schedule A;
- c. Twenty Percent (20%) co-pay for Dependent coverage only:
 - (1) This coverage will apply to "New Hires Only". For the purpose of this provision "New Hires" shall be defined as employees hired after November 24, 1993. All bargaining unit employees working for the Prosecutor on the date of the signing of the contract by both parties will be considered "vested" in the current health care coverage and will not be required to pay a 20% co-pay for

dependent coverage even if any one is laid off after the signing of the contract and then rehired by the County.

- (2) The twenty percent (20%) co-pay will be capped at the applicable 1993 rate (for employee/child, employee/spouse, and family) as follows:

Husband/wife	\$52.72/month
Family	\$70.93/month
Parent/child	\$23.41/month

Section 2: A prepaid Drug Prescription Plan paid for by the County shall be continued in effect. The County reserves the right to select the insurance carrier who shall provide such benefits. The prescription co-pays shall be \$10 for generic drugs and \$15 for name brand drugs. The mail order prescription plan shall be continued. Effective as soon as is administratively feasible, the County of Essex shall have the right to maintain the following:

- a. Ten Dollars (\$10.00) co-pay for generic drugs;
- b. Twenty-Five Dollars (\$25.00) co-pay for brand name and non-generic drugs; and
- c. The mail order prescription plan shall be continued.

Section 3: The intent of the parties is acknowledged to be that employees and eligible family members shall also receive the benefit of any change in health benefits that may occur during the term of the Agreement with respect to any other county employees, by virtue of any change in State or county law.

Section 4: The County shall implement a new provision which will allow PBA Local 325 employees to participate in its Section 125 Cafeteria Plan.

ARTICLE XI

HEALTH INSURANCE FOR RETIREES

The County will provide health benefits as described in Section 1 of this Article to employees who retire and fulfill all the requirements and criteria of Section 2 of this Article.

Section 1:

- a. The coverage outlined in this provision is for the eligible retiree and his/her dependents as defined in the Plan documents governing this benefit and subject to any conditions and stipulations set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered retired employee died.
- b. All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health Maintenance Organizations (HMOs). The County reserves the right to amend or change this coverage and the Plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date this Agreement is signed.
- c. The County will provide Prescription Drug Plan benefits to eligible retirees at the same level as provided to active employees.
- d. At such time as the eligible retiree becomes Medicare eligible, the eligible retiree will assume the cost of any Medicare coverage. It is expressly

understood that the County will only provide supplemental coverage to Medicare.

Section 2: In order to be eligible for the health benefits described in Section 1 of this Article, the employee who retires must:

- a. Have twenty-five (25) years or more of service credit in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the Consolidated Police and Firemen's Pension Fund (CPFPPF); and
- b. Be actively employed with the County of Essex on the date this provision was made part of the agreement; and
- c. Have a total of ten (10) years of employment service with the County of Essex prior to his/her retirement; and
- d. Have been an employee of the County of Essex immediately prior to his/her retirement; and
- e. Not elect a vested and deferred retirement; and
- f. Not elect or take a disability retirement with less than twenty-five (25) years of service credit in PERS, ERS, PFRS, or CPFPPF; and
- g. Not receive payments or stipends of any kind for premiums, charges or the like for retiree medical benefits from any employer; and
- h. Not receive health benefits coverage from a source other than Essex County; and

- i. Not be eligible to receive health benefits coverage from a source other than Essex County; and
- j. Not be an active employee who is eligible for retiree health benefits initially provided by a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board; and
- k. Not be a retired employee of a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board, who is currently receiving health benefits from that processor agency.

Notwithstanding the requirement set forth in Paragraph a of Section 1, and subject to all remaining terms, conditions and eligibility requirements contained in Section 2, employees who elected retirement between January 1, 1998 and the date this provision was made part of the Agreement shall be eligible for coverage outlined in this provision, provided that the first date of retirement occurred between January 1, 1998 and the date this provision was made a part of the Agreement.

In the event that a retiree ceases to be eligible for, or to receive, health benefits from an employer or source other than Essex County and he/she then meets all the requirements of Section 2, he/she shall be entitled to the benefits described in Section 1 of this provision.

ARTICLE XII

EMPLOYEE DEVELOPMENT FUND

Section 1: The County of Essex shall pay the sum of five hundred fifty dollars (\$550) per unit employee towards the Essex County Prosecutor's Investigators Association Employee Development Fund for the purposes not covered by the collective bargaining agreement between the parties (i.e. eyeglasses, medical/physical examination, etc.).

Section 2: The number of unit employees shall be determined as of April 1 of each year. The appropriation shall be paid to PBA Local 325 no later than the first pay period in April of each calendar year.

Section 3: PBA Local 325 will establish a separate trust account with a local financial establishment solely responsible for the administration and disbursement of said fund. PBA Local 325, through the establishment of a trust account agrees to completely indemnify the County of Essex and the Prosecutor from all responsibility of the operation of the fund.

ARTICLE XIII

EMPLOYEE LIABILITY

Section 1: Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of, in the course of, and/or within the scope of the performance of the duties of such office, position or employment, all costs of defending such action shall be defrayed, including reasonable counsel fees and expenses, together with costs of appeal, if any, and all employees covered by this agreement shall be saved harmless and protected from financial loss resulting from any such civil action.

Section 2: The obligation set forth in this Article shall be limited to those cases where:

- a. The employee was acting in a matter in which the office of the Prosecutor of Essex County had an interest; and
- b. The employee was acting in the discharge of a duty imposed or authorized by law; and
- c. The employee is a named defendant in a matter pending before a court of competent jurisdiction; and
- d. The employee was acting in good faith.

Section 3: In the event the employee seeks reimbursement for legal fees for the defense of the aforesaid matter, the employee must first arrange with the Prosecutor the reasonable costs of such fees before any liability may be imposed.

Section 4: Should any criminal action be instituted against employees entitled to defense in civil actions according to the foregoing sections for any such act or omission arising out of his/her employment with the Prosecutor's office, and should such proceeding be

dismissed or result in a final disposition in favor of such person, he shall be reimbursed for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

ARTICLE XIV

IMPLEMENTATION OF ARBITRATION AWARD – WORK SCHEDULE

In accordance with the arbitration award dated June 9, 1980, rendered by Mr. Rodney V. Davis, arbitrator designated by the Public Employment Relations Commission in the matter of the arbitration between the County of Essex and the Prosecutor's Investigators and Detectives Association and the Superior Officers – County Detective Association (Docket Nos. 1A-80-11 and 1A-80-12), all employees who were on the payroll of the Prosecutor's office as of January 31, 1972, without a break in service to January 1, 1978, shall be credited with 25 days in a terminal leave bank, to be paid upon retirement, death or separation at the salary level in effect at the time of such retirement, death or separation. Additionally, each employee on the payroll as of January 31, 1972, without a break in service to January 1, 1978, shall receive fifteen non-forfeitable compensatory days to be taken in future years. If not taken, upon separation, retirement or death, the remaining days will be compensated as aforesaid.

ARTICLE XV

HOURS OF WORK

Section 1: The Prosecutor shall have the right to schedule the hours of work in the work week and to vary the daily weekly schedule consistent with the needs of the office and consistent with the terms of this Agreement. Except in emergent circumstances, the Prosecutor will provide reasonable advance notice of not less than 5 working days of any temporary change in the normal work schedule. When such change is required, the Prosecutor shall also advise the expected duration of such temporary change.

Section 2: The normal weekly work schedule for all employees covered by this Agreement shall consist of thirty-five (35) hours of work per week exclusive of a one-half (1/2) hour unpaid lunch period per day (two and one-half (2 ½) hours per week).

Section 3: The normal work week shall continue to exclude “shift work” and “weekend duty” as such but the parties recognize and agree, consistent with the terms of this Agreement to continue to fulfill the needs of the office, which may from time to time require continuous 24 hour operations, including Saturdays, Sundays and holidays.

Section 4: Consistent with the foregoing, the normal workday shall commence at 8:30 a.m. and shall conclude at 4:00 p.m. with the following modification:

- a. The Prosecutor reserves the right to vary the hours of work for the Court, Pre-Grand Jury and PTI Squads by one (1) hour before or after the normal work day without additional cost. For example, a Court, Pre-Grand Jury or PTI Squad employee could be scheduled for a shift from 9:30 a.m. to 5:00 p.m. with a one-half hour unpaid lunch and no shift premium or overtime would be required to be paid. Any change in the normal hours of

work for the Court, Pre-Grand Jury or PTI Squads will go through the chain of command with the Prosecutor or his designee responsible to make the final (non-arbitrable) decision on any issue involving such work schedule change.

- b. The Prosecutor also reserves the right to vary the hours of work for employees performing any functions other than the Court, Pre-Grand Jury or PTI Squad functions in which case the shift premium will be applicable for all regular hours worked before 8:30 a.m. and after 4:00 p.m. and overtime premiums will be applicable for all overtime hours. For example, a non Court, Pre-Grand Jury or PTI Squad employee who is scheduled to work from 10:30 a.m. to 7:00 p.m. will receive shift premium of 7.5% per hour for the hours from 4:00 p.m. to 6:00 p.m. and overtime for the hours from 6:00 p.m. to 7:00 p.m.

Section 5: The parties shall form a joint scheduling committee to meet and discuss the feasibility of any proposed change to the existing work schedule including its implementation and administration and any compensation related issues.

ARTICLE XVI

OVERTIME

Section 1A: Overtime at the rate of straight time (exclusive of longevity and education pay) shall be paid for time worked between thirty-five (35) and thirty-seven and one-half (37½) hours per week, exclusive of the ½ hour per day lunch period.

Section 1B: Overtime at the rate of one and one-half (1 ½) times base salary (exclusive of longevity and education pay) shall be paid for time worked in excess of thirty-seven and one-half (37½) hours per week, exclusive of the ½ hour per day unpaid lunch. The hourly rate for purposes of determining straight time and time and one-half under the provisions of this Article shall be calculated by dividing the base salary (exclusive of longevity and education pay) by 1,950 hours. Only overtime which is authorized in advance and verified by the direct supervisor or Assistant Prosecutor in charge of the investigation and approved by the Chief of County Investigators will be paid.

Section 2: An employee assigned to work on Saturday or Sunday may have his/her work week flexed during the time of such assignment. The Employer and Employee must mutually agree upon such flex time, and where such flex time is used the employee shall continue to receive two (2) consecutive days off during the work week of Monday through Sunday. If a flex work week is not used, the employee who is assigned to work on a Saturday or Sunday shall receive overtime in accordance with the provisions of this Article. An employee assigned to work on a legal holiday or a day declared to be a holiday by the Board of Chosen Freeholders of the County of Essex, Congress or the Governor shall receive an extra day of pay for each holiday worked or an extra day of

compensatory time off for each holiday worked. The affected employee shall choose the form of compensation.

Section 3: Any employee covered under this Agreement who is assigned to stand by, i.e., to remain available and subject to call for duty while off duty, shall be compensated at the rate of two (2) hours per day at one and one-half times base pay when so assigned on weekdays (8:30 a.m. on Monday through 8:30 a.m. on Saturday) and four (4) hours per day at one and one-half times base pay when so assigned on Saturdays, Sundays or holidays. If the employee is actually called for duty he shall be compensated at one and one-half times base pay for such time spent on duty. If hours actually worked are less than stand by time, stand by time will prevail.

Section 4: Any member of the investigative staff shall be subject to recall to duty outside regular business hours as dictated by the needs of the emergency (which is separate from those assigned to stand by). Accordingly, investigators must provide the office with their cell phone number and/or home number or any other emergency contact number. The investigator must update any changes of his/her emergency contact numbers with the office timekeepers. The investigator must respond to the office attempted contact by returning the office call. This imposes no restrictions on the activity or travel of an off duty employee and creates no obligation other than to respond to the attempted office contact. Overtime and compensatory time shall be provided as required by any applicable law, statute or contractual provision.

Section 5: A maximum of forty (40) hours overtime per month will be paid overtime. Any overtime over and above forty (40) hours will be compensatory time at one and one-half times to be accumulated year to year.

Section 6: Only overtime which is authorized in advance and verified by the direct supervisor or Assistant Prosecutor in charge of the investigation and approved by the Chief of County Investigators will be paid. Reasonable exceptions to such prior authorization where time is of the essence will be permitted. The Prosecutor may also personally approve overtime for all personnel.

Section 7: Overtime for a two man security detail – 4:00 p.m. to 8:00 p.m. – will be compensated time and one-half, compensatory time only, plus meal money. Any time worked on this detail beyond 8:00 p.m. will be compensated as paid overtime. This overtime must be approved by the Chief of Investigators. This detail will be the only exception to overtime as previously described in this Agreement.

Section 8: All members of the investigative staff who work overtime must submit a certified overtime report to the Chief of County Investigators on the next regular working day of the employee. The Employer, in its discretion, may extend these time periods for good cause shown that requires the employee to be away from his/her work location on his/her next regular working day. This report must be properly certified by the Investigator Superior Officer or Assistant Prosecutor in charge of the investigation who authorized the overtime and approved by the Chief of County Investigators. Authorization to work overtime hours must be obtained from a supervisor prior to working overtime. Reasonable exceptions to such prior authorization where time is of the essence will be permitted. The overtime assignment must be briefly described in the space allocated on the overtime report and a separate overtime report must be submitted for each day on which a staff member worked overtime consistent with applicable law which currently caps accumulation of compensatory time at 480 hours. Payment of

overtime will be made in the next regular pay period following submission to the County Office of Accounts and Control of the overtime hours.

Section 9:

- a. Compensatory time at straight time or at one and one-half (1½) hours for overtime worked may be taken in lieu of paid overtime.
- b. Compensatory time may be taken at any time during employment subject to the prior written authorization of the Prosecutor. However, approval of a request for compensatory time to be taken for two days or less may be given by the superior of the employee upon reasonable oral notice.
- c. The Prosecutor's approval or disapproval is final and is not subject to appeal or review by the requesting Superior Officer or Supervisor or anyone on his behalf.
- d. Notwithstanding any other provision contained in this Article, the Prosecutor shall have the right to pay accumulated overtime and compensatory time in whole or in part at the end of a calendar year. The Prosecutor's ability to compel the use of compensatory time shall be in accordance with the provisions of this Agreement and the applicable law.

Section 10: It is agreed further that if Court hours and/or work days are extended on a uniform and regular basis by order of the Assignment Judge or the Prosecutor this Agreement shall be open for negotiation.

ARTICLE XVII

AUTOMOBILE ALLOWANCE

Effective September 1, 2000, members shall no longer be required to make available an automobile in proper working order in connection with their employment as a condition of such employment or the continuation of such employment.

ARTICLE XVIII

SICK LEAVE

The sick leave policy established by the County of Essex shall be continued during the term of this Agreement except that it shall be modified as follows:

- a. During the first twelve months of employment, sick time will be earned at a rate of one day per month, or twelve days. Unused sick time shall accumulate without limitation.
- b. Employees of the Prosecutor's office shall be permitted twenty (20) sick days each year, after the first year of employment.
- c. Upon retirement from the County of Essex, an employee is eligible to receive full pay for his/her final work period and any accumulated vacation pay. Pay for accumulated sick days will be at one (1) day for every five (5) days accumulated to a maximum of forty-five (45) days.

ARTICLE XIX

MATERNITY/PATERNITY/CHILD CARE/ PREGNANCY/DISABILITY LEAVE

Section 1: Eligible employees shall be entitled to leave pursuant to the Federal Family and Medical Leave Act, 29 U.S.C. §2651, et. seq. and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et. seq.

Section 2: Maternity/Paternity/Child Care Leave, without pay, shall be granted by the County of Essex, upon request of parents.

Section 3: Maternity/Paternity/Child Care Leave is not to begin more than thirty (30) days before the expected delivery date nor extend for more than thirty (30) days after delivery.

Section 4: An employee requesting paternity leave must present written verification of the mother's pregnancy from her attending physician.

Section 5: Pregnancy disability leave with or without pay shall be granted in the same manner under the same terms and conditions as sick leave.

ARTICLE XX

HOLIDAYS

Section 1: Employees shall be granted the following paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving Day
14. Christmas Day

In addition, at the discretion of the Prosecutor, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Section 2: Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

ARTICLE XXI

PERSONAL LEAVES

Section 1: Military Leave shall be provided in accordance with N.J.S.A. 11A:6.1 and New Jersey Department of Personnel Administrative Code provision N.J.A.C. 4A:6-1.11.

Section 2: Leave will be provided for the President of PBA Local 325 and two delegates to be selected by the President for attendance at any state or national police conventions. Leave for attendance at other conventions and/or seminars shall be provided in accordance with the present prevailing practice within the Essex County Prosecutor's Office.

Section 3: Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the County Prosecutor. For a leave without pay, the employee shall submit a written request to his supervisor at least thirty (30) days in advance stating the reason for the request and the time required except in emergency circumstances. This request will be forwarded to the Essex County Prosecutor and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 4: Each employee shall be entitled to an allowance of three (3) Administrative Leave days upon written request to and the approval of the Prosecutor or his designee.

Section 5: Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of a spouse, child, parent, step-parent, legal guardian, and up to three (3) days will be paid during the absence from duty of employees when such absence is caused by the death and

attendance at the funeral of a mother-in-law, father-in-law, and any other family member living within the household, sister, brother or grandparent. Said days are exclusive of Administrative Leave days.

ARTICLE XXII

CLOTHING REPLACEMENT

If an employee's clothing is torn or otherwise damaged in the line of duty, said clothing shall be replaced at County expense upon presentation of an appropriate voucher.

ARTICLE XXIII

GENERAL PROVISIONS

Section 1: This Agreement constitutes the complete and final understanding and resolution of the parties of all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE XXIV

PERSONNEL FILES

Section 1: A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the Office of the Prosecutor.

Section 2: Any member of the bargaining unit may review his/her personnel file upon request.

Section 3: Whenever a written complaint concerning an employee herein or his/her actions is to be placed in his/her personnel file a copy shall be made available to him/her, and he/she shall be given the opportunity to rebut it if he/she so desires and he shall be permitted to place said rebuttal in his/her file.

Section 4: All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom without the employee's permission.

Section 5: An employee shall be entitled to photocopy any portion of his/her file upon request, at the employee's expense.

Section 6: Phone numbers and addresses of members of PBA Local 325 shall be confidential and shall not be kept in view of the public. No one shall be permitted to disclose phone numbers of the employees to anyone not in the Prosecutor's Office.

ARTICLE XXV

WORK INCURRED INJURY

Section 1: Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue such employee for one year at full pay, during the continuance of such employee's inability to work. 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 in an amount not to exceed the employee's net pay.

Section 2: The employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The employer may require the said employee to present an additional certificate from a physician of the employer's selection.

Section 3: 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 judgment in the Division of Workers' Compensation or by the final decision of the last reviewing court, which shall be binding upon both the employee and the employer.

Section 4: For the purpose 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.

Section 5: 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.

Section 6: An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or sick leave occasioned under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XXVI

MAINTENANCE OF STANDARDS

Section 1: The Prosecutor agrees that all benefits, terms and conditions of employment relating to the status of PBA Local 325 members, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Section 2: Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any member pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Section 3: In accordance with N.J.S.A. 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with PBA Local 325 before they are established.

ARTICLE XXVII

TERM OF THIS AGREEMENT

Section 1: This Agreement shall continue in full force and effect until December 31, 2007, or until a substituted Agreement is negotiated and executed, whichever shall last occur.

Section 2: The parties also agree that all benefits other than salaries can be negotiated throughout the term of this Agreement. Negotiations may be reopened upon request by either party after notice in writing. Negotiations may be reopened at any time prior to December 31, 2007.

ARTICLE XXVIII

KILLED IN LINE OF DUTY

The spouse, children and/or estate, in that order, of any Investigator who is killed in the line of duty, shall receive the sum of twenty-five thousand dollars (\$25,000.00) from the County of Essex for educational, vocational and/or emergent necessities as determined by the recipient.

ARTICLE XXIX

AGENCY SHOP

The County will continue to deduct and pay to PBA Local 325 the fair share representation fee, equal to a maximum of eighty-five percent (85%) of dues and assessments, which shall be withheld in accordance with applicable law. Only PBA Local 325 as majority representative shall be entitled to deduction and payment of the fair share representation fee. PBA Local 325 shall indemnify the County and the Prosecutor from all liability resulting from and/or caused by dues deduction of fair share representation fee. PBA Local 325 will fully comply with the provisions of N.J.S.A. 34:13A-5.6.

ARTICLE XXX

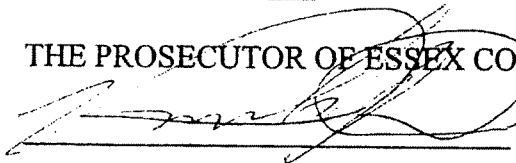
SAVINGS CLAUSE

In the event that any Federal, State or County law or enactment having any force of law or court decision shall 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.

SIGNATURE PAGE

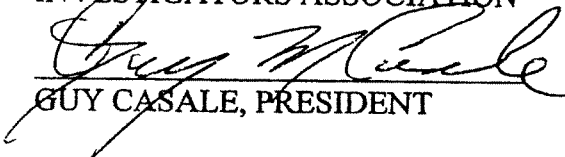
IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this _____ day of _____, 20__.

THE PROSECUTOR OF ESSEX COUNTY



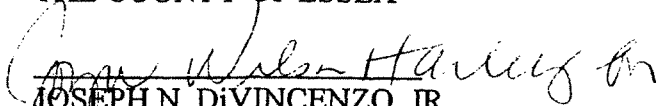
PAULA T. DOW, ESQ.
PROSECUTOR

THE ESSEX COUNTY PROSECUTOR'S
INVESTIGATORS ASSOCIATION

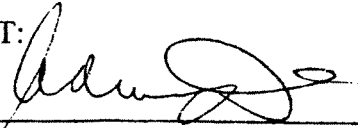


GUY CASALE, PRESIDENT

THE COUNTY OF ESSEX


JOSEPH N. DIVINCENZO, JR.
ESSEX COUNTY EXECUTIVE

ATTEST:


ADRIANNE DAVIS, CLERK TO THE
BOARD OF CHOSEN FREEHOLDERS

APPROVED AS TO FORM:


HARRY J. DEL PLATO, ESQ.
ESSEX COUNTY COUNSEL

SCHEDULE A

INSURANCE APPENDIX

Pre-Admission Review

Pre-Admission review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with staff physicians, conduct the process which allows for the development of flexible and highly individualized programs to meet the needs of the County of Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medical resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry", concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, large case management can be recommended.

Benefits to the Employee

- Maximizing employee's health care benefits
- Ensuring the highest quality of treatment for employees and their families
- Eliminating unnecessary procedures and excessive hospital stays
- Providing employees with a confidential Patient Advocate Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify situations that are at high risk for complications of pregnancy and/or premature births. As part of the early intervention component for pregnant women, information will be gathered to better identify the risk factors which will then be shared with the patient's physician.

An effective utilization management program must be carried out as a mandatory requirement of covered employees. If an employee does not obtain pre-authorization

prior to the service being rendered, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

Commonly Asked Questions About Pre-Admission Review

1. What is Pre-Admission Review?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of a hospital admission, whether inpatient care is necessary for your condition.

PAR is designed to encourage outpatient care when medically appropriate.

Basically, the program is designed to promote health care in an appropriate setting and, at the same time, control health care costs. In essence, it aims to manage health care treatment.

2. How does it work?

If hospitalization is recommended, you must have your doctor call PAR medical review specialists (doctors and nurses) using the toll-free number.

These medical review specialists will review your case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or cesarean).

3. Will participation in the PAR program alter my benefit payment?

Your benefit payment depends on you individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your inpatient admission is denied, you can still be assured of

payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting.

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedures and I am admitted to the hospital as an inpatient?

If it is determined afterwards that the admission was necessary, you will be liable for 20% of the covered hospital charges that the County of Essex would otherwise have paid, but no more than a maximum penalty of \$500.

5. What if my physician does not call PAR medical specialists?

If your physician does not call, you can call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR?

No, PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

9. What if I intend to be admitted to an out-of-state hospital for a non-maternity, non-emergency procedure? Do I still need PAR?

Yes, you must still obtain PAR from the PAR medical specialists. Your physician should call the toll-free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR program?

Yes. You and your covered dependents are required to follow the procedures of the PAR program

11. Why has the County of Essex decided to include this program in our health benefits package?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs so that we can continue to offer quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

HOSPITAL TRANSFERS

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within 48 hours, or the next business day, advising us of this transfer.

OUTPATIENT SURGICAL PROCEDURES

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within 48 hours, or the next business day, advising of the admission.

NEWBORN EXTENDED STAYS

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, that is considered a new admission, and a call must be placed to the Referral Center within 48 hours, or the next business day, advising of this extended stay.

MANDATORY SECOND SURGICAL OPINION PROGRAM?

1. What is the Mandatory Second Surgical Opinion Program?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by a qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

2. How does the Mandatory Second Surgical Opinion Program Work?

If you or a family member is advised of the need for surgery by a physician:

Call the Second Opinion Referral Center TOLL-FREE number.

You will be given the names of board-certified cooperating second opinion specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of cancellation).

After the doctor renders the second opinion, he or she will send the completed form to the Referral Center.

3. If the second opinion specialist says I do not need surgery, can I have the surgery anyway?

Yes, the program requires only that you obtain a second opinion. The second opinion does not have to confirm the need for surgery. The final decision to have surgery lies with you, the patient. If the opinions conflict, you can obtain a third opinion which would also be covered under the program. Just call the Second Opinion Referral Center and follow the same procedure you used for the second opinion.

4. What happens if I wait a while after getting a second opinion and then decide to have surgery?

The second opinion is valid on your records at the Referral Center for 90 days. If you schedule surgery after 90 days have elapsed, you must call the Referral Center again to update your records.

5. How much will it cost for the second opinion?

Nothing. If you follow the program guidelines and select one of the doctors from the Referral Center, the cost of the second opinion (and the optional third) is paid in full by the County of Essex.

6. Which surgical procedures are part of the Mandatory Second Surgical Opinion Program?

ARTHROSCOPY	Examination of JOINT using a scope (may include meniscoectomy)
CATARACT SURGERY	Surgical removal of cataract (clouded lens) from the EYE
CHEMONUCLEOLYSIS OF DISK	Destruction of VERTEBRAL DISK by injection
CHOLECYSTECTOMY	Removal of GALLBLADDER (may include examination of bile ducts)
CORONARY ARTERY BYPASS SURGERY	Insertion of vein graft to bypass an obstructed HEART ARTERY
EXCISION OF INTER-VERTEBRAL DISK	Removal of a herniated DISK (including excision of disk with fusion)
HYSTERECTOMY	Removal of Uterus
MASTECTOMY	Surgical removal of BREAST (or portion)
MENISCETOMY	Removal of cartilage from the KNEE
PROSTATECTOMY	Removal of all or part of the PROSTATE
RHINOPLASTY	Surgery of NOSE to correct deformities (includes submucous resection)
SEPTECTOMY WITH	Removal of an obstruction of the NOSE

RHINOPLASTY	(includes submucous resection)
SPINAL FUSION	Joining of VERTEBRAE for immobilization
TONSILLECTOMY	Removal of TONSILS

7. What happens if I do not obtain a second opinion?

Coverage for surgery is reduced by 20% to a maximum of \$500.

8. What if my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion?

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases, your health benefits plan will allow for payment, but some surgery is not covered for a second opinion, for example:

- Cosmetic Surgery
- Dental Surgery
- Minor Surgery (i.e. removal of sebaceous cyst)
- Surgery ineligible by your health benefits plan
- Sterilization procedures
- Emergency surgery
- Surgery that is performed on an already hospitalized patient

9. Why do I have to go to one of the Referral Center's doctors?

By using the Referral Center's physicians, the County of Essex can:

- o guarantee that claims will be paid properly;
- o eliminate payment by subscribers for the second opinion consultation; and
- o be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

10. Does the second opinion doctor contact my original doctor?

We ask the specialist giving the second opinion consultation not to contact the original doctor to discuss findings or recommendations except with the consent of the patient.

11. What if the second opinion specialist wants to take more tests and/or x-rays? Are these charges covered also?

In most cases, the County of Essex will ask the specialist not to order additional x-ray and laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

12. Why can't the second opinion doctor perform the surgery? What if I like him/her better?

Part of the arrangement between the County of Essex and the Specialists participating in the program, is an agreement that the specialists will not perform the surgery. This was done to help the second opinion physician make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

13. Are doctors aware of this program?

Yes, they are aware of it and most of them accept it. Doctors realize that the thrust on health care is toward cost containment and patient involvement. As a result of programs like theirs, they deal with more informed, more relaxed patients. Doctors also are aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

14. If I am rushed to the hospital in an emergency or it is determined that I need surgery while hospitalized, do I need a second opinion?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

15. What if I live out-of-state?

The Referral Center has physicians who provide second opinions for locations outside of New Jersey. If you live out-of-state and require a second opinion, you must call the Referral Center.

16. Why has this program been included in our health benefits package?

This program has been included as an effort to control health care costs. Research has shown that many employees with mandatory second opinion

programs in place have experienced substantial savings from these programs. How? The fact is that some elective surgery may not be necessary, yet it always involves some risk and expense. Appropriate 20% of elective surgery will not be confirmed as necessary when a second opinion is obtained. When appropriate, alternative treatments may replace surgery, which in turn may mean reduced risk to the patient. However, when surgery is confirmed by the second opinion, you know that surgery is most likely the best treatment for you.

SCHEDULE B

FOR EMPLOYEES HIRED ON OR BEFORE DECEMBER 31, 2007

	<u>2006(4%)</u>	<u>2007(4%)</u>
MINIMUM	\$24,969	\$25,968
	\$34,417	\$35,794
	\$43,864	\$45,619
	\$53,312	\$55,444
	\$62,759	\$65,270
	\$72,207	\$75,095
MAXIMUM	\$81,655	\$84,921
STEP	\$9,448	\$9,825

SCHEDULE C

FOR EMPLOYEES HIRED AFTER DECEMBER 31, 2007

MINIMUM	\$39,000
	\$46,654
	\$54,307
	\$61,961
	\$69,614
	\$77,268
MAXIMUM	\$84,921
STEP	\$7,654