

A G R E E M E N T

PROSECUTOR OF THE COUNTY OF PASSAIC

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 265

AND

PASSAIC COUNTY PROSECUTOR'S SUPERIOR OFFICERS' ASSOCIATION

JANUARY 1, 2003 – DECEMBER 31, 2006

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AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 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 NEW JERSEY STATE POLICEMEN’S BENEVOLENT ASSOCIATION LOCAL 265 and PASSAIC COUNTY PROSECUTOR’S SUPERIOR OFFICERS ASSOCIATION (hereinafter the “Associations”).

PREAMBLE

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

Other purposes of this Agreement are:

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

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 it.
- (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 its functions in situations of emergency.

ARTICLE II - RECOGNITION

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

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

ARTICLE III - PERSONAL LEAVE

(A) Every employee shall be permitted a maximum of three (3) personal leave days per year with pay. Personal days shall be paid at the employee's regular straight time rate.

(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 in writing and 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. Sick days will be paid at the employee's regular straight time rate.

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

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

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

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

(F) Upon application for retirement as the term "retirement" is defined by county policy, the employee may not be absent without a doctor's note for more than forty five (45) days immediately prior to the date of retirement. This shall be contingent on the employee having 45 unused sick days remaining after the County's purchase of the one half of the employee's accrued sick time pursuant to Paragraph (G) below. In the event an employee has less than 45 sick days remaining after the purchase, he shall be permitted to be absent without a doctor's note for said lesser number of days immediately prior to retirement. The Union may re-open this contract regarding terminal leave in the event the contract negotiations with the County of Passaic Sheriff's Department result in no change to sheriff's department terminal leave provision.

(G) Upon retirement, an employee shall be entitled to the cash equivalent of one-half of his total remaining and accrued sick time, up to a maximum of \$15,000.00.

(H) Employees shall be entitled to family leave pursuant to the law of the State of New Jersey and the Federal Law.

(I) (a) If approved by the Commissioner of the Department of Personnel, the County will establish a donated leave program as set forth herein. An employee shall be eligible to receive donated sick leave if the employee:

1. Has completed at least one year of continuous service with the Prosecutor's office;

2. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;

3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and

4. Either:

i. Suffers from a catastrophic health condition or injury;

ii. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or

iii. Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

(b) For purposes of this section, a "catastrophic health condition of injury" shall be defined as follows:

1. With respect to an employee, a "catastrophic health condition of injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.

2. With respect to an employee's immediate family member, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health and requiring the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.

(c) An employee may request that the County approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

1. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the County medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.

2. When the County has approved an employee as a leave recipient, the County shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of

leave time, and shall provide notice to all negotiations representatives in that appointing authority.

i. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

(d) A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than 10 such days to any one recipient.

1. A. leave recipient shall receive no more than 180 sick days or vacation days, and shall not receive any such days on a retroactive basis.

2. A leave donor shall have remaining at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave.

3. A leave donor shall not revoke the leave donation.

(e) While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

1. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

2. Upon retirement, the leave recipients shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

(f) An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

ARTICLE VI - HOLIDAYS

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

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

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

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

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

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

(F) In order to be paid for a holiday, an employee that calls in sick the day before or the day after a holiday, shall submit medical documentation upon returning to duty.

ARTICLE VII - VACATIONS

(A) All employees are entitled to vacation leave with pay. Vacation days will be paid at the employee's regular straight time rate. Compensation is as follows:

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

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

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

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

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

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

(2) additional vacation days during the calendar year. If the anniversary date falls between September 1st and December 31st, the employee shall be entitled to (1) additional vacation day during that calendar year.

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

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

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

(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 be in writing and 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 July 1, 1994 shall maintain their existing health insurance coverage, i.e. the Blue Cross/Blue Shield Pace Program equivalent, with the following amendments.

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

2. Effective July 1, 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 physicians(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 July 1, 1994 shall have the health insurance coverage known as the Blue Cross/Blue Shield Wrap-Around Program equivalent.

(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 Police and Fire 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.

(I) Upon retirement, the Employer will continue to provide and pay for the medical insurance provided herein.

ARTICLE IX - ASSOCIATION LEAVE TIME

The PBA and its representatives shall be entitled to forty five (45) eight (8) hour tours per year for attendance at PBA business, without loss of regular pay or benefits. This time will include the PBA Delegate's attendance at the meetings of the New Jersey State PBA, but is exclusive of the time provided the PBA Delegate to attend the State PBA convention. In addition, up to two (2) PBA representatives shall be permitted to attend the funeral of a law enforcement officer killed in the line of duty, provided the funeral must take place in the State of New Jersey.

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

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 that the provisions of the Agreement shall be applied equally to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Employer and the Association agree to comply with all State and Federal 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 he is entitled.

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

ARTICLE XIV - GRIEVANCE PROCEDURE

(A) Definition

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

(B) Procedure

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

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

Step 3: In the event the grievance is not resolved at Step 2, then the Association and only the Association may submit the matter 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 dispositions of all grievances shall be forwarded to the Association.
- (3) In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
- (4) Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned.
- (5) Documents, communications or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.
- (6) Meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.
- (7) A grievance must be raised at Step 1 no later than ten (10) working days following its occurrence.
- (8) Nothing in this Agreement or grievance procedure shall affect or apply to the right of the Employer to discipline or discharge employees nor deprive any employee of their rights in such cases pursuant to civil service rules and regulations or otherwise, subject to each parties' rights upon the effective date of PL 2003, Chapter 173 (Senate No. 1558).

ARTICLE XV -- EXISTING POLICIES

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

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

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

(C) The Prosecutor of the County of Passaic agrees that all benefits, terms and conditions of employment relating to the status of Passaic County Prosecutor's Office, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than 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.

(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, 2002, there shall be a three and one half percent (3.50%) cost-of-living adjustment.

(B) Effective and retroactive to January 1, 2003, there shall be a three and one half percent (3.50%) cost-of-living adjustment.

(C) Effective January 1, 2004, there shall be a three and three quarter percent (3.75%) cost-of-living adjustment.

(D) Effective January 1, 2005, there shall be a three and three quarter percent (3.75%) cost-of-living adjustment.

(E) Effective January 1, 2006, there shall be a three and ninety/one hundredths percent (3.90%) cost-of-living adjustment.

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

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

agrees to give non-binding consideration to such factors as seniority and length of time at maximum salary.

(H) A ninth step is created for the ranks of Sergeant and above in the Salary Guide effective January 1, 1996. The determination of which employees, if any, shall be advanced to the discretionary ninth step and when they shall so be advanced shall be at the total discretion of the Prosecutor. The Prosecutor represents that the discretionary ninth step shall be based on merit and outstanding service, but agrees to give non-binding consideration to such factors as seniority and length of time at maximum salary.

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

(J) Upon signing of this contract, all employees shall be entitled to a two hundred and fifty dollars (\$250.00) annual uniform allowance to purchase, care for and maintain clothing as required by the Prosecutor. This amount shall be paid to employees on the first pay period in July of each year. The annual uniform allowance will be paid by separate check.

(K) All equipment necessary for the performance of the job (i.e., weapon, ammunition, handcuffs, flashlight, etc.) shall be provided by the Prosecutor.

(L) No employee's base salary shall be greater than ninety (90%) percent of the Prosecutor's salary. In the event an employee's base salary will be greater than ninety (90%) percent of the Prosecutor's salary, said employee's base salary will be equal to ninety (90%) of the Prosecutor's salary and the employee will be granted the maximum number of vacation days provided under this contract.

(M) Upon signing of this contract, all 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 XVII - LONGEVITY

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

2% of base pay at the beginning of 7 years

4% of base pay at the beginning of 10 years

6% of base pay at the beginning of 15 years

8% of base pay at the beginning of 20 years

10% of base pay at the beginning of 25 years

(B) It is agreed that, except as provided herein, investigative employees hired after July 1, 1994 shall not be entitled to receive longevity benefits during the course of their employment with the Prosecutor's Office as described in paragraph (A) above. The Prosecutor may, however, at his election and in his sole discretion, make an exception to this policy for new employees hired who come to the Prosecutor's office from another law enforcement position and are already receiving longevity benefits. These new employees from other law enforcement positions will be eligible to receive credit for all years in prior law enforcement service plus military time, if the Prosecutor so elects to extend such benefits. Also, the Prosecutor, in his sole discretion, may extend longevity benefits to other new employees, regardless of background, if he deems same appropriate in an individual hiring context.

(C) All employees hired after July 1, 1994 shall be entitled to senior officer 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) added to the base pay of employees after twenty (20) years of service, and Five thousand dollars (\$5,000.00) added to the base pay of employees after twenty four (24) or more years of service.

“Service” is defined as service with the Passaic County Prosecutor’s office.

ARTICLE XVIII - APPOINTMENT OF SENIOR INVESTIGATORS

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

ARTICLE XIX - SAVINGS CLAUSE

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

ARTICLE XX - WORK INCURRED INJURY

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

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

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Prosecutor or by its insurance carrier, then, and in the event, the burden shall be upon the employee to establish such additional period of disability by obtaining a 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 this 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 as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

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

ARTICLE XXI - SAFETY COMMITTEE

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

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

(C) The committee shall meet, if necessary, once every quarter at a mutually agreed upon time and place. The committee may also convene at the request of the President of PBA Local 265.

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

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

ARTICLE XXII - PERSONNEL FILES

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

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

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

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

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

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

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

- (1) The interrogation of a member of the office shall be at a reasonable hour, preferably when the member of the office is on duty, unless the exigencies of the investigation dictate otherwise.
- (2) The interrogation shall take place at a location designated by the Prosecutor. Usually it will be at the Prosecutor's office or the location where the incident allegedly occurred.
- (3) The member of the office shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the office is being interrogated as a witness only, he should be so informed at the initial contact.
- (4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
- (5) The member of the office shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.
- (6) At every stage of the proceedings, the Prosecutor's Office shall afford an opportunity for a member of the office, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of the member of the office, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.
- (7) In cases other than department investigations, if a member of the office is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the provisions of the United States and New Jersey Constitutions, as well as the current decisions of the United States Supreme Court and the appellate courts of the State of New Jersey.
- (8) Nothing herein shall be construed to deprive the Prosecutor's office or its

officers of the ability to conduct the routine and daily operations of the office.

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

ARTICLE XXIV - EDUCATIONAL INCENTIVE

All employees covered by this Agreement who have attained an associate's level degree shall receive thereafter an annual education incentive payment of Seven Hundred (\$700) Dollars and the annual incentive payment to employees who have completed a bachelor's level degree shall be One Thousand and Fifty (\$1050) Dollars, which shall be included in base salary.

All employees covered to this Agreement who have attained a master's level degree shall receive an annual education incentive of One Thousand Four Hundred (\$1400) Dollars, which shall be included in base salary.

ARTICLE XXV - DUES DEDUCTION AND AGENCY SHOP

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

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

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

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

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

Section 6: The Association shall indemnify and hold the County harmless against

any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for purpose of complying with any of the provisions of this Article.

(B) Section 1: Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee payable to the Union shall be paid by automatic payroll deduction. The representation fee shall be in any amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 2: The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the County at the request of the Union under this Article.

ARTICLE XXVI – OVERTIME

(A) Basic Overtime

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

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

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

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

(B) Work Schedules

The Association recognizes the absolute right of the Employer to alter work schedules of employees on an emergent basis as the needs of office efficiency and public safety so require. In

no event, however, may a work schedule be altered solely for the purpose of avoiding overtime. If an employee is requested to perform an assignment outside of normal duty hours, the employee shall work a regular tour of duty, and shall report back on duty at the requested time. All compensation for time worked on assignments outside normal duty hours shall be compensated at the overtime pay rate. All employees requested to work extra duty assignments shall receive a minimum of two (2) hours overtime pay per assignment. This clause shall pertain solely to occasional, sporadic extra duty assignments arising on any irregular basis, including but not limited to raids, arrests or spot surveillance.

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

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

A "permanent, unit-wide second shift" shall mean a sustained, regular tour of duty outside the "regular work week", consisting of five sequential shifts of 7.75 hours each, to a maximum of 38.75 hours per seven-day week, and shall affect an entire squad. Any work in

excess of this basic five-day, 38.75 hour week shall be compensated as overtime using a method identical to that outlined in paragraph A of this Article.

(C) Compensatory Time

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

Compensatory time shall be earned at the rate of one and one-half (1.50) hours for each hour of overtime worked. In order to earn an entire day off from work, an employee must accumulate eight (8) hours of compensatory time for each day off or four hours for a half-day off. An employee shall provide three (3) days advance notice for a “comp day” except in the event of personal emergency. An employee desiring to use less than a full day of compensatory time shall provide twenty-four (24) hours advance notice. Compensatory time requests shall not be unreasonable denied.

Compensatory time may be carried indefinitely; however, no employee may carry compensatory time in excess of four hundred eighty (480) hours of compensatory time. Any overtime work thereafter must be compensated for in cash until the employee reduces his time, whereupon he may again earn and carry up to a maximum of four hundred and eighty (480) hours.

Employees may be required by the Prosecutor to use compensatory time in place of a request for vacation leave or personal leave. The substitution of compensatory time for vacation

leave and personal leave shall not result in the forfeiture of vacation leave and personal leave.

(D) Each employee shall be entitled to one (1) additional compensation day as compensation for unclaimed overtime.

(E) General Provisions

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

ARTICLE XXVII - USAGE OF AUTOMOBILES

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

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

ARTICLE XXVIII - PETTY CASH FUND

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

ARTICLE XXIX – CREDITED TIME

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

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

ARTICLE XXX - RETROACTIVE PAYMENT

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

ARTICLE XXXI - CONTRACT COPY

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

ARTICLE XXXII - PART-TIME PBA EMPLOYMENT

PBA members will be allowed to obtain part-time PBA employment upon written approval of the Prosecutor, provided the Union can make the necessary arrangements to obtain said work and such work does not interfere with the employee's work as determined by the Prosecutor. The County shall have no obligation regarding said part-time work other than permitting the Union members to try to obtain said work and assisting the administration of part-time work.

ARTICLE XXXIII - TERM AND RENEWAL

(A) This Agreement shall remain in effect until December 31, 2006, or until a successor agreement is reached. In the event such a successor agreement is not reached by December 31, 2006, 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. Award any education incentives an employee may be entitled to pursuant to Article XXIV;
4. Provide health and related coverages for all employees pursuant to Article VIII;
5. Compensate employees for overtime work pursuant to Article XXVI.

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 , 2003.

PASSAIC COUNTY PROSECUTOR

WITNESS:

By: _____
 JAMES F. AVIGLIANO

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL 265

WITNESS:

By: _____
 WILLIAM A. MAROTTA, JR.

PASSAIC COUNTY PROSECUTOR'S
SUPERIOR OFFICERS' ASSOCIATION

WITNESS:

By: _____

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