

A G R E E M E N T

BETWEEN

THE MORRIS COUNTY PROSECUTOR'S OFFICE

AND

MORRIS COUNTY PROSECUTOR'S OFFICE
SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2015 - DECEMBER 31, 2018

INDEX

	<u>Page</u>
PREAMBLE	1
ARTICLE I..... RECOGNITION AND SCOPE	2
ARTICLE II..... MANAGEMENT RIGHTS.....	3
ARTICLE III..... DISCRIMINATION AND COERCION.....	4
ARTICLE IV..... COLLECTIVE NEGOTIATIONS PROCEDURE	5
ARTICLE V GRIEVANCE PROCEDURE.....	6
ARTICLE VI..... VACATION.....	8
ARTICLE VII..... HOLIDAYS	9
ARTICLE VIII ... SICK LEAVE.....	10
ARTICLE IX..... HOSPITAL AND MEDICAL/SURGICAL INSURANCE	12
ARTICLE X GROUP LIFE INSURANCE	16
ARTICLE XI..... PENSIONS.....	17
ARTICLE XII..... PERSONAL LEAVE	18
ARTICLE XIII ... CLOTHING REPLACEMENT	20
ARTICLE XIV ... WORK DAYS AND WORK WEEK	21
ARTICLE XV SALARIES.....	23
ARTICLE XVI... STORM DAYS AND EMERGENCIES	25
ARTICLE XVII.. MAINTENANCE OF STANDARDS	26
ARTICLE XVIII.. PERSONNEL FILES	27
ARTICLE XIX.... WORK INCURRED INJURY	28
ARTICLE XX GENERAL PROVISIONS.....	29
ARTICLE XXI.... APPLICATION OF BENEFITS	30
ARTICLE XXII.. DISABILITY LEAVE.....	31
ARTICLE XXIII.. DURATION.....	32
APPENDIX 2011 CONTRACT EXTENSION.....	33

PREAMBLE

THIS AGREEMENT, made this 13th day of *September* 2018, by and between the Morris County Prosecutor, hereinafter referred to as the "Employer" and Morris County Prosecutor's Office Superior Officers Association, hereinafter referred to as the "Association";

WHEREAS, the Employer and the Association recognizes that it will be to the benefit of both parties to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW THEREFORE, it is agreed as follows:

ARTICLE I - RECOGNITION AND SCOPE

Section 1:

The Employer hereby recognizes the Association as the sole and exclusive representative of all full-time, permanent employees under this Agreement for the purpose of collective negotiations, pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A.1, et seq.) concerning salary, hours and all other negotiable terms and conditions of employment in the negotiating unit described below:

All officers holding the Civil Service rank of "Lieutenant of County Detectives, Lieutenant of County Investigators, Sergeant of County Detectives and Sergeant of County Investigators." Effective January 1, 1994 the rank of "Captain of County Detectives" and "Captain of County Investigators" shall be included.

All position titles not enumerated above are hereby excluded from the negotiating unit, except any new position title created hereafter of equal rank shall be included in said unit.

Section 2:

Unless otherwise indicated, the terms, "employee" or "employer", when used in the Agreement, refer to all persons represented by the Association in the above-defined negotiating unit.

ARTICLE II - MANAGEMENT RIGHTS

Except as modified, altered or amended by the within Agreement, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, promote, direct and assign the working force; to plan, direct and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force; to hire and terminate employees; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force; and in all respects, to carry out the ordinary and customary functions of management, including the establishment of such operations and rules as he shall deem advisable.

ARTICLE III - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of his agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, sex or national origin.

ARTICLE IV - COLLECTIVE NEGOTIATIONS PROCEDURE

Section 1:

Collective negotiations concerning salary, hours and all other negotiable terms and conditions of employment shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the Morris County Prosecutor, and/or his designees, and the spokesman of the Association and/or his designees, shall be respective negotiating agents for the parties.

Section 2:

Collective negotiating meetings shall be held at the request of either party at mutually convenient times and places.

Section 3:

Employees of the County who may be designated by the Association to participate in meetings scheduled for the purpose of the negotiation of a collective negotiation Agreement will be excused from work assignments without loss of pay.

Section 4:

Ordinarily, not more than three (3) representatives of each party, plus legal counsel, shall participate in collective negotiations meetings. If both the Association and the Employer agree, all members of the Association may meet with the Prosecutor, or his designee, and his representative.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1:

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used:

Section 2:

For The purpose of this Agreement, the term "grievance" means any conflict, difference or dispute between the employer and any employee or Morris County Prosecutor's Superior Officers Association representative with respect to the interpretation, application or violation of any of the provisions of this Agreement or with respect to the interpretation, application or violation of policies, Agreement and administrative decisions affecting employees, or any matter impacting upon an employee's safety.

However, the Prosecutor specifically retains all rights in accordance with N.J.S.A. 2A:157-10, and as otherwise provided by law to hire, discharge and discipline all County Prosecutor Investigators in his sole discretion. The parties agree that nothing contained in this Agreement or otherwise shall be construed to permit the grieving to arbitration of disciplinary action. All internal disciplinary procedures shall be retained with final appeal to the Prosecutor. Further appeal of any disciplinary action whatsoever must be made solely to the Superior Court in accordance with N.J.S.A. 2A:157-10.

Section 3:

The procedure for settlement of grievances shall be as follows:

STEP ONE - Within ten (10) calendar days of the date of the alleged incident, the grievant shall present his grievance in writing to the Chief of County Investigations. The Chief shall render a decision within three (3) working days after the grievance was presented to him. Failure to file within this time limit will constitute an abandonment of the grievance. In the absence of a Chief of County Investigations, the grievance shall be presented to the Deputy Chief.

STEP TWO - If no satisfactory resolution of the grievance is reached at Step One, then within five (5) working days, the grievant shall present his grievance to the Association Grievance Committee. The Association Grievance Committee shall be composed of three (3) duly appointed members of the Superior Officers Association. If the Association Grievance Committee determines by a majority vote that the grievance has merit, then within five (5) working days, the grievance shall be presented in writing to the Office of the Morris County Prosecutor. The Prosecutor and/or his designee shall render a decision within seven (7) working days after the grievance was first presented to the person in charge of the Prosecutor's Office for determination.

STEP THREE – If the grievance is not resolved at Step 2, or if no answer has been received within the time set forth in Step Two, the grievance may be presented in writing to the County Administrator. The County Administrator shall render a decision that shall be given to the SOA in writing within thirty (30) days after the receipt of the grievance by the County Administrator.

Arbitration

1. If no satisfactory resolution of the grievance is reached at Step Three, then within twenty (20) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by both parties.
2. The Arbitrator shall have no authority to add nor to subtract from the Agreement.
3. It is the intent of the parties that no matter in dispute which is subject to the review and/or decision of the Department of Personnel of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept nor decide any matter in dispute that is subject to Civil Service Commission review and decision.
4. Employees covered by this Agreement shall have the right to process their own grievances, with or without an Association representative; provided however, only the Association may appeal a grievance to arbitration.
5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.
6. A failure to respond at any step to a grievance presented shall be deemed a denial of the grievance at that step.

ARTICLE VI - VACATION

Section 1:

All employees covered by this Agreement shall be entitled to twenty (20) vacation days leave each calendar year.

Section 2:

The vacation period for employees shall begin January 1st each year and continue in effect until December 31st of such year. Annual leave shall be taken subject to the needs of the service during the current vacation period.

Section 3:

In any vacation period, annual vacation, or any portion thereof which is not taken or granted by reason of the pressure of work shall be granted pursuant to the County's policy for accumulation of vacation.

Section 4:

Annual vacation shall be granted only with prior approval of the Supervisor and County Prosecutor who may require six (6) weeks prior notice of an extended vacation. In scheduling vacation, management will consider the seniority of employees involved and the orderly flow of work within the work unit. The submission of a written request for vacation leave is not an approval of the request. Approvals must be obtained from the employee's supervisor, the County Prosecutor, or the Prosecutor's designee.

Section 5:

An employee who, during the calendar year, returns from a continuous period of absence of more than six (6) months due to disability, leave of absence or lay-off, shall not be eligible for a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in the performance of duty need not be continuous, but periods of absence of eight (8) days or more shall not be credited in computing the required six (6) months. This section shall not deprive an employee of any justly earned vacation time or compensation therefor.

Section 6:

Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on the prorated basis of vacation for each month of actual service. An employee who had, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay for each day of annual vacation taken in excess of the number to which he was entitled. Vacation shall be prorated in accordance with the schedule above.

ARTICLE VII - HOLIDAYS

Section 1:

Employees shall be granted the following paid holidays:

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

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

Section 2:

To be eligible for a paid holiday, an employee must have worked the last regularly scheduled hours on the day before and after the holiday, unless on authorized leave.

Section 3:

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.

Section 4:

The Friday after Thanksgiving shall be granted as an approved leave day off with pay.

ARTICLE VIII - SICK LEAVE

Section 1:

Sick leave is hereby defined to mean absence from post or duty by an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

Immediate family means: father, mother, spouse, child, foster-child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick time than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave taken in excess of the number to which he was entitled.

Each employee will be credited with fifteen (15) days of sick leave annually, which is cumulative, for each succeeding calendar year of full-time employment.

Section 3:

Notice of absence is required as follows: Each employee is required to notify his supervisor at least one-half hour before starting time on each day of absence. Should the employee be unable to reach the supervisor, then the Prosecutor or his designee should be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case where an employee is hospitalized or seriously disabled, in which case, it shall be sufficient that the employee's family notify the supervisor or the Prosecutor or his designee giving the reason for the absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirement of notice shall be enforced.

Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action.

Notification of sick leave must be made to the employee's supervisor, the Prosecutor, or the Prosecutor's designee. Notification to the MCPO Payroll Clerk and/or the payroll email box shall not be considered proper notification.

Section 4: - Verification of Sick Leave

- a. An employee who has been absent on sick leave for five or more consecutive work days may be required to submit medical evidence to the Prosecutor substantiating the illness in form and sufficiency acceptable to the Prosecutor.

Pursuant thereto, the Prosecutor may require an employee who has been absent because of personal illness for five or more consecutive work days to be examined by a physician designated by the Prosecutor at the expense of the Prosecutor's Office. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of other employees.

1. An employee who has been absent on sick leave for period totaling more than fifteen (15) days in one calendar year, consisting of periods of less than five days, shall have his or her sick leave record reviewed by the Prosecutor and thereafter may be required to submit to the Prosecutor medical evidence acceptable to him for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.
2. The Prosecutor may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

b. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

Section 5:

An employee who retires from service and was hired on or prior to January 1, 1999, shall be reimbursed for accumulated sick leave based on one (1) day's pay for each two (2) days of accumulated sick leave to be computed at the rate of pay at time of retirement.

Any employee who retires from service with the Morris County Prosecutor after twenty-five (25) years of service and was hired after January 1, 1999, shall be reimbursed for accumulated sick leave at the rate of thirty-five (35%) percent of accumulated sick leave up to a maximum of \$10,000.

Retirement will be deemed to have taken place when an employee receives State Pension Benefits, County Pension Benefits or Social Security Benefits.

Section 6:

In case of death of any Superior Officer with fifteen (15) years continuous service during the course of employment in the Morris County Prosecutor's Office, his/her spouse or designated heirs will receive, in addition to present allowances, compensation for accrued sick time, the same as if that individual had retired from the office. This modification only applies to the death of an Association member while he/she is an employee of the County of Morris and does not apply to leaving or termination of employment for any other reasons other than retirement.

ARTICLE IX - HOSPITAL AND MEDICAL/SURGICAL INSURANCE

Section 1:

Effective January 1, 1994 or as soon as practicable thereafter, eligible employees shall choose one of the below listed medical insurance plans. The employee's eligible dependents shall also be covered under the plan selected by the employee.

1. Medallion Plan
2. Base Hospital, Wraparound, Major Medical Plan
(Employer's Medical Insurance Plan)
3. The HMO Option
4. PPO Plan (Employer's Medical Insurance Plan – New)

Effective January 2, 2013, *or as soon thereafter as possible*, all employees enrolled in the Wraparound Plan shall be transferred to the PPO Plan.

Effective January 2, 2013, *or as soon thereafter as possible*, employees in the Medallion Plan shall have the option to transfer to the PPO Plan.

Employees choosing the Medallion Plan implemented by the County on July 1, 1988, shall have deducted from each paycheck an amount equal to the annual equivalent of four hundred (\$400.00) dollars.

Effective January 1, 2007 and retroactive to that date, Employees shall contribute health care contributions in bi-weekly payroll deductions as applicable, in accordance with Schedule A appended to the 2007 - 2010 Contract.

Effective January 2, 2013, employees enrolled in the HMO Option Plan shall contribute in accordance with Chapter 78.

Effective January 2, 2013, employees enrolled in the Medallion Plan shall contribute 1.5% of salary plus 30% of the difference between the Medallion Plan premium and the PPO Plan premium, or the Chapter 78 contribution, whichever is higher.

Effective January 2, 2013, employees enrolled in the PPO Plan shall contribute in accordance with Chapter 78.

Effective December 3, 2009 plan changes to deductibles, co-payments and mail order prescriptions shall be implemented pursuant to the Memorandum of Agreement of October 15, 2009.

Any employee who is currently covered by the Medallion Plan and enrolls in the Employer's Medical Plan or the HMO option shall not be permitted to be enrolled back into the Medallion Plan, unless there has been a change in the employee's spousal medical coverage or a change in the employee's family status.

Pre-admission review and individual case management programs will continue to be implemented for the duration of this Agreement.

Section 2:

Effective December 3, 2009, *or as soon thereafter as possible*, co-pays for the prescription drug plan for employees and their eligible dependents shall be:

\$5.00 for generic drugs

\$10.00 for brand name drugs

\$15.00 for formulary drugs

Effective January 2, 2013, *or as soon thereafter as possible*, all active employees and employees who retire after the execution of Agreement the co-pay for the Prescription Drug Plan shall be:

\$1.00 for generic drugs

\$20.00 for brand name drugs

\$35.00 for non preferred drugs

Section 3:

The Medical Insurance Plan and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment.

Section 4:

The County of Morris shall pay the premium cost for an employee coverage dental insurance plan only to a maximum of \$9.83 per month (\$118 maximum annual or prorated for less than a full year coverage) per employee. It is understood and agreed that any increase, above the \$118 in the dental premium charged by the authorized carrier during the term of this Agreement shall be equally shared by the employer and the employee. The provided benefit plan will include an option for the employee to elect dependant coverage providing the same level of benefit as provided for the employee. The total cost of the premium charged for the dependant coverage shall be paid by the employee. The employee's contribution shall be deducted in equal periodic amounts from their paychecks.

Section 5: Retirement Benefits

- a. The County shall assume the entire cost of health and hospital benefit insurance coverage for employees covered by this collective bargaining Agreement who retire, as permitted by N.J.S.A. 40A:10-23. Notwithstanding, applicable provisions of Chapter 78 requiring retiree contribution shall apply.
- b. Employees hired after January 2, 2013 but before the execution of this Agreement, who retire and meet the criteria for County paid health insurance, will receive a plan for the employee only. Employees hired after January 2, 2013 but before the execution of this Agreement, and meet the requirements for County paid health insurance will have the option to add their eligible dependents to the plan at the expense of the retiree.
- c. Employees hired after the execution of this collective negotiations agreement shall not be eligible for County paid health insurance upon retirement. Notwithstanding the foregoing, Morris County employees who, at the time of their promotion/hire into this unit were eligible under a prior union contract or Morris County policy for retiree health insurance, would continue to be eligible for health insurance upon retirement as long as they continue to meet the required criteria. Employees who, at the time of promotion or hire into this unit, were not eligible for health insurance upon retirement will continue to not be eligible.

In order to receive this benefit, said retiree must have been:

1. Retired in good standing on a disability pension from a New Jersey administered retirement system;
2. Retired in good standing with twenty-five (25) years or more of service credit in a New Jersey State or locally administered retirement system and with at least fifteen (15) years of service with the County of Morris at the time of retirement;
3. Retired in good standing at age sixty-two (62) or older with at least fifteen (15) years of service with the County of Morris.

Each retiree and his/her eligible dependants shall receive this benefit provided they annually advise the County of all other health and hospital coverage under which they are covered through any other source.

Section 6:

The employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending benefits account, pursuant to Section 125 of the Internal Revenue Code, for payments of unreimbursable eligible medical or dependant care expense.

Section 7:

It is understood and agreed that subsequent to the initial selection of the insurance carrier, the County retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes, the level of benefits shall remain substantially the same.

Section 8:

All employees covered by this Agreement must regularly work thirty-two (32) hours each week to be eligible for health benefits defined under Article IX of this Agreement.

ARTICLE X - GROUP LIFE INSURANCE

With reference to the Police and Firemen's Retirement System, all the rules and regulations as set forth therein and interpreted thereunder shall apply for both signatories to this contract, and all appropriate withdrawals and payments shall be made thereto to effectuate the intent and purpose of said statute.

ARTICLE XI - PENSIONS

Section 1:

The Employer shall provide pension and retirement benefits to employees covered by this Agreement, pursuant to the provisions of the statutes and laws of the State of New Jersey.

Section 2:

The Association reserves the right to reopen negotiations during the life of this Agreement on a pension and/or retirement program in the event of a statutory change in pension or retirement programs applicable to the employee.

ARTICLE XII - PERSONAL LEAVE

Section 1: Military Leave

Military Leave shall be provided pursuant to the Morris County Employee Handbook section concerning "Military Leave", as well as the County of Morris Policy and Procedure outlining Military Duty, Policy Number 1:3.05, and said parts are hereby incorporated herein by reference.

Section 2: Convention Leave

The Employer agrees to provide time off without loss of pay to the members of the Association selected by its membership as a delegate (one delegate) and one alternate delegate to attend any State or National Convention of the New Jersey Policemen's Benevolent Association. Leave will be granted pursuant to the provisions of N.J.S.A. 40A:14-177. Attendance at other conventions and/or seminars shall be at the discretion of and authorized by the Prosecutor or his designee.

Section 3: Other Leave

Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the 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 Prosecutor and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 4: Administrative Days

Each employee shall be entitled to an allowance of three work days' leave upon written request to, and the approval of his/her Department Head for the following reasons:

- a. Court Subpoena
- b. Marriage of Employee
- c. Personal business which can not be attended to outside of work hours
- d. Established Religious Days

The Prosecutor or his designee may request proof and/or an explanation supporting the aforementioned reason prior to approval.

Section 5: Bereavement Days

In the case of the death of an employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandparent or grandchild, there shall be permitted bereavement leave of three (3) working days.

In the event of the death of an uncle, aunt, niece, nephew, cousin, sister-in-law, brother-in-law, there shall be bereavement leave of one (1) working day.

ARTICLE XIII - CLOTHING REPLACEMENT

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

ARTICLE XIV - WORK DAYS AND WORK WEEK

Section 1: Work Days

Effective January 1, 2001 a regular work day shall consist of seven and one-half (7 ½) hours of work plus a one-half (1/2) hour unpaid lunch period.

Section 2: Work Week

Effective January 1, 2001 a normal work week shall constitute five work days totaling thirty-seven and one-half (37 ½) hours, plus a one-half (1/2) hour unpaid lunch period daily.

Effective April 19, 2006 the normal work week will consist of seven and one-half (7 ½) hour work days with a thirty-seven and one-half (37 ½) hour work week inclusive of a three-quarter (3/4) hour duty free meal period each day. Work schedules shall be set at the discretion of the Employer. There shall be no change in compensation or benefit time as a result of the duty free lunch extension.

The employer will continue the existing regular work schedule of five consecutive days on, two consecutive days off. Within these parameters, the Prosecutor retains the right to revise employees' schedules to meet operational needs.

Section 3: Additional Hours Worked

Each employee in the title of Sergeant, Lieutenant and Captain shall receive a lump sum payment of \$1,500. These payments represent the premium portion for all hours worked in excess of forty (40) hours per week and shall replace any previous stipend paid in lieu of overtime. It is understood and agreed between the parties that this payment is specifically in return for compensation of straight time for hours worked in excess of forty (40). The parties also acknowledge that this provision is consistent with the provisions of the Fair Labor Standards Act and all other federal and state laws. In the event that any individual or any position covered by this Agreement is subsequently determined by the Department of Labor to be subject to the overtime pay requirements of the Fair Labor Standards Act, the Employer shall have the right to immediately reopen this Agreement for the purpose of negotiating pay levels set forth within this Agreement.

The lump sum payments references in this article shall be made in two parts annually. One half of the lump sum shall be paid during the month of July and the other half shall be paid during the month of December.

Section 4: Additional Hours worked Effective January 1, 2001

Effective January 1, 2001, all Sergeants, Lieutenants and Captains shall receive compensation for hours worked in excess of thirty-seven and one-half (37 ½) hours per week at the straight time rate (hour for hour) in compensatory time off. Hours worked in excess of forty (40) hours in a week shall be paid in cash at the straight time rate (hour for hour) provided that such payments shall not exceed sixty thousand dollars (\$60,000) in any calendar year for the aggregate of the unit covered by this Agreement. In the event that the Employer determines, in its sole discretion, that additional overtime is warranted, the \$60,000 maximum may be increased with the approval of the Board of Chosen Freeholders. Such approval shall not be unreasonably denied.

Notwithstanding the foregoing, and in compliance with the Fair Labor Standards Act, compensatory time off shall not be accrued beyond 480 hours per employee. Upon reaching the 480 hour maximum, overtime hours worked shall be paid in cash.

Approved leave, contractual leave, statutory leave and all other leave, except sick leave, shall be considered hours worked for the purpose of calculating overtime.

ARTICLE XV - SALARIES

Section 1:

The base annual wages for employees covered by the Agreement shall be set forth below. Promotional pay shall commence on the day of appointment to the rate set forth in the following salary scale:

<u>EFFECTIVE JANUARY 1, 2015:</u>		
<u>SERGEANTS</u>	<u>LIEUTENANTS</u>	<u>CAPTAINS</u>
\$116,648	\$128,328	\$135,102
<u>EFFECTIVE JANUARY 1, 2016:</u>		
<u>SERGEANTS</u>	<u>LIEUTENANTS</u>	<u>CAPTAINS</u>
\$118,398	\$130,078	\$136,852
<u>EFFECTIVE JANUARY 1, 2017:</u>		
<u>SERGEANTS</u>	<u>LIEUTENANTS</u>	<u>CAPTAINS</u>
\$120,048	\$131,728	\$138,502
<u>EFFECTIVE JANUARY 1, 2018:</u>		
<u>SERGEANTS</u>	<u>LIEUTENANTS</u>	<u>CAPTAINS</u>
\$120,048	\$131,728	\$138,502

Section 2:

Effective January 1, 1994 and thereafter each employee covered by this Agreement and promoted shall be subject to the following salary guide:

- a. From the date of promotion to the first anniversary date of that promotion, that Lieutenant or Sergeant shall be paid \$3,000.00 less in base salary than the highest paid employee in that rank.
- b. From the first anniversary date to the second anniversary date of the promotion, that Lieutenant or Sergeant shall be paid \$2,000.00 in base salary less than the highest paid employee in that rank.
- c. From the second anniversary date to the third anniversary date of the promotion, that Lieutenant or Sergeant shall be paid \$1,000.00 in base salary less than the highest paid employee in that rank.
- d. From the third anniversary date of the promotion and thereafter, that Lieutenant or Sergeant shall be paid the equivalent base salary of the highest paid employee in that rank.

Salary increases shall be effective January 1 each year of the Agreement. There shall be no step movement during the duration of this Agreement. In the event there is no successor Agreement in effect on

January 1, 2019, there shall be no automatic step increments unless and until same is negotiated by and between the parties.

Section 3: Executive Captain and Tactical Operations Captain

(a) The Executive Captain and Tactical Operations Captain shall receive an additional stipend of \$2,000 annually. The lump sum payment shall be made in two parts annually. One half of the lump sum shall be paid during the month of July and the other half shall be paid during the month of December.

(b) Nothing in the designation of the positions of Tactical Operations Captain or Executive Captain shall limit the Prosecutor's discretion to allocate duties and responsibilities among any and all captains or restrict the Prosecutor's discretion to assign duties and responsibilities to any Captain or Captains. The Prosecutor reserves the full and exclusive discretion to appoint to, remove from and/or not appoint a person to either position or both positions.

ARTICLE XVI - STORM DAYS AND EMERGENCIES

Section 1:

All employees may be required to work storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the time lost from work will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the time lost from work will be charged time off without pay. If an employee is unable to report to work, the employee must follow the same procedure as that outlined for reporting as an absence due to illness.

Section 2:

In the event of extreme weather conditions due to a storm necessitating the closing of County offices (in the Courthouse and Hall of Records), announcement of closing of such offices shall be made over radio stations WRAN, WDHA, and WMTR from 6:30 a.m. to 8:00 a.m. on the day of the storm. This is to be approved as a "bad weather day off" without penalty. Likewise, early dismissal due to inclement weather shall be without penalty.

ARTICLE XVII - MAINTENANCE OF STANDARDS

The Employer agrees that all benefits, terms and conditions of employment relating to the status of unit 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 negotiated between the parties leading to the execution of this Agreement.

ARTICLE XVIII - 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 personnel file upon request, but a request for review must be made to the Prosecutor or his designee. The Prosecutor or his designee must be present while the employee reviews his file.

Section 3:

Whenever a written complaint concerning the employee herein or his actions is to be placed in a personnel file, a copy shall be made available to the employee; and he shall be given the opportunity to rebut it if he so desires and shall be permitted to place said rebuttal in his 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 photocopies of any portion of his file upon request.

Section 6:

Phone numbers and addresses of members of the unit shall be confidential and shall not be kept in view of the public. No one shall be permitted to disclose telephone numbers of the employees to anyone not in the Prosecutor's Office or the Sheriff's Communication Center.

ARTICLE XIX - 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 at full pay for a period of time not to exceed one year from the date of the work-connected injury or disability. During this period of time, all necessary disability benefits accruing under the provisions of the Workman's Compensation Act shall be paid over to the Employer.

Section 2:

The employee shall be required to present evidence by certificate from a responsible physician that he is unable to work. The Prosecutor may require the said employee to be examined at the expense of the Prosecutor's Office by a physician designated by the Prosecutor.

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 Prosecutor, or by the County's 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 Workman's Compensation or by the final decision of the last reviewing court which shall be binding upon the parties.

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 Workman's Compensation Judgment or, if there is an appeal therefrom, the final decision of the law review court.

Section 6:

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

ARTICLE XX - 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.

Section 2:

If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI – APPLICATION OF BENEFITS

The provisions of this Agreement shall not apply to any employee who has left the employ of the Prosecutor's Office prior to the execution of the Agreement. However, the salary provisions shall retroactively apply from January 1, 2015 through the date of retirement of any employee retiring prior to the date of this Agreement. The estate of a deceased employee who dies prior to the date of this Agreement shall receive the employee's adjustment retroactively from January 1, 2015 to the employee's last date of employment.

ARTICLE XXII: DISABILITY LEAVE

For employees covered by the collective bargaining Agreement, the maximum weekly disability benefit for eligible employees shall be \$255.00 per week and the employee annual contribution shall be \$67.24 per year.

These disability benefits are paid to all eligible employees covered by this collective bargaining Agreement who have exhausted their sick leave and are unable to work because of sickness or off the job accidents.

Benefits would not be payable for a disability beginning before completion of the ninety (90) day "probationary period" when first employed. The average weekly wage would be calculated on the earnings in the eight calendar weeks immediately before the week in which the disability begins. The total wages earned during these weeks worked are divided by the number of weeks worked in the eight week period to obtain the average weekly wage. The benefit will be two-thirds (2/3) of the average weekly wage. Morris County would remain as guarantor.

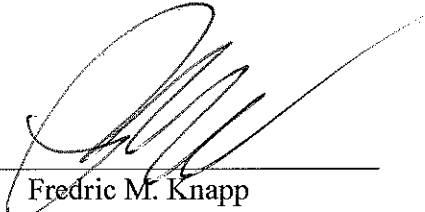
ARTICLE XXIII: DURATION

This Agreement shall be in full force and effect as of the 1st day of January 2015, and shall remain in full force and effect through the 31st day of December 2018, or until the execution of a successor Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.


THE MORRIS COUNTY
PROSECUTOR'S OFFICE

BY



Fredric M. Knapp
Prosecutor

MORRIS COUNTY PROSECUTOR'S
SUPERIOR OFFICERS ASSOCIATION

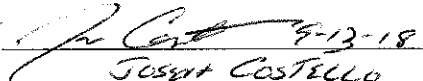
BY


Steven B. Giallasi
9/13/18

Attest


Thomas A. Zela
1st Assistant Prosecutor

BY


Joseph Costello
9-13-18

APPENDIX
2011 CONTRACT EXTENSION

The parties entered into a Contract Extension for January 1, 2011 through December 31, 2011.