

A G R E E M E N T

Between

THE MORRIS COUNTY PROSECUTOR'S OFFICE

and

NEW JERSEY STATE PBA, LOCAL 327

January 1, 2003 through December 31, 2006

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THIS AGREEMENT, made this 7 day April of 2005 by and between the MORRIS COUNTY PROSECUTOR, hereinafter referred to as "The Employer," and the PBA Local 327, hereinafter referred to as "PBA."

WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both 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 PBA Local 327 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 terms and conditions of employment in the negotiating unit described below:

All investigative personnel below the rank of Sergeant in the Morris County Prosecutor's Office.

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

Section 2:

Unless otherwise indicated, the terms, "employee" or "employees," "investigator" or "investigators" when used in this Agreement refers to all persons represented by the PBA 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, 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 fire and lay off 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 its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, sex or national origin.

## ARTICLE IV - COLLECTIVE NEGOTIATIONS PROCEDURE

### Section 1:

Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the Morris County Prosecutor, or his designee, and the President of the PBA or his designee shall be the respective negotiation agents for the parties.

### Section 2:

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

### Section 3:

Employees of the Prosecutor, who may be designated by the PBA to participate in meetings scheduled for the purpose of the negotiation of a collective negotiation agreement, will be excused from their work assignments without loss of pay. (See Section 4 below).

### Section 4:

Unless mutually agreed to, not more than three (3) representatives of each party, plus legal counsel, shall participate in collective negotiations meetings.

## 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 PBA Local 327 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, agreements 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 a grievance shall be as follows:

**STEP ONE** - Within ten (10) working days of the event being grieved, the grievance shall be informally discussed with the supervisor in charge of the unit holding the rank of Sergeant and above to which the grievant is assigned. That supervisor shall render a decision within three (3) working days after the grievance was presented to him.

**STEP TWO** - If no satisfactory resolution of the grievance is reached at Step One, then within ten (10) working days, the grievance shall be informally discussed with the supervisor in charge of the unit holding the rank above the supervisor in Step One. That supervisor shall render a decision within three (3) working days after the grievance was presented to him.

**STEP THREE** - If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days, the grievance shall be presented in writing to the Chief of County Investigations. The Chief shall render a decision in writing within three (3) working days after the grievance was presented to him.

**STEP FOUR** - If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days, the employee shall present the grievance in writing to the Morris County Prosecutor. The Prosecutor or his designee shall render a decision within seven (7) working days after the grievance was first presented to him. In the absence of the Prosecutor, the grievance shall be presented to the person in charge of the Prosecutor's Office for determination.

## ARBITRATION:

1. If no satisfactory resolution of the grievance is reached at Step Four, 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 the parties.
2. The Arbitrator shall make his judgement on matters of interpretation of this Agreement based on the express terms of this Agreement and shall have no authority to add to, subtract from or modify the Agreement.
3. It is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the State of New Jersey Department of Personnel may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to the State of New Jersey Department of Personnel's review and decision.
4. Employees covered by this Agreement shall have the right to process their own grievances, with or without a PBA Local 327 representative and with or without legal counsel retained by the employee or PBA Local 327; 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. Failure of the grievant or PBA to move the grievance to any step within the time limit shall constitute abandonment of the grievance.

ARTICLE VI - VACATION

Section 1:

Employees shall be granted vacation leave pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	1 day for each month worked during the first year of employment.
After 1st anniversary to 6th anniversary	12 days
After 6th anniversary to 12th anniversary	15 days
After 12th anniversary to 18th anniversary	18 days
After 18th anniversary to 24th anniversary	21 days
After 24th anniversary	25 days

Section 2:

Vacation leave shall be taken subject to the needs of the service during the calendar year in which it was earned.

Section 3:

In any calendar year, vacation hours that are not taken or granted due to the pressure of work shall be carried for one year. At the end of the second year, any vacation hours still accumulated from the first year may be carried into a third year with the approval of the Employer. If approval is not granted and the vacation hours were not taken due to the pressure of work, the vacation hours shall be paid for in cash.

Section 4:

Annual vacation shall be granted only with prior approval of the Supervisor and Chief of County Investigations who may require six (6) weeks prior notice of vacation exceeding five (5) consecutive working days. In scheduling vacations, management will consider the seniority of employees involved and the orderly flow of work within the work unit.

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 layoff, 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 a pro-rated basis for each month of actual service. An employee who has, pro rata, used more annual vacation time than entitled to at time of termination shall have his final pay adjusted to reflect a deduction for all time taken which is in excess of that to which he was entitled.

In the event of separation from the County service, the employee will be paid for the balance of vacation days accrued during the current and prior year and for additional time if it had been approved as outlined in Section 3 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 scheduled day before and after the holiday, unless on authorized leave with pay.

Authorized leave with pay will include, but not be limited to administrative leave, sick leave, bereavement leave, vacation leave, military leave and compensatory time off.

### 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 TIME

### Section 1:

Sick time is hereby defined to mean absence from duty of 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 time 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 time taken in excess of the number to which he was entitled.

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

### Section 3:

Notice of absence is required as follows: Illness: Each employee is required to notify his supervisor by one-half hour before starting time on each day of absence. In the event a half-hour notice is not possible, the employee will make the notification at the first available opportunity. 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 or a member of the employee's family notify the supervisor 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 circumstances, the daily requirement of notice shall be enforced. Failure to give notification as required will result in loss of sick time for that day and may constitute cause for disciplinary action.

### Section 4:

A certificate from a licensed physician in attendance shall be required as sufficient proof of need for a leave of absence or the need for the employee's attendance upon a member of the employee's immediate family. In the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician certificate to his supervisor to justify payment of sick time.

In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 5:

An employee who retires from service and was hired on or prior to November 5, 1997, 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.

An employee who retires from service with the Morris County Prosecutor after twenty-five (25) years of service and was hired after November 5, 1997, 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 employee who is eligible for retirement with fifteen (15) years continuous service during the course of employment with the County of Morris, 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 employee while he/she is employed by the Prosecutor and does not apply to leaving or termination of employment for any other reasons other than retirement.

## ARTICLE IX - HEALTH BENEFITS

### Section 1:

- A. 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.

Medallion Plan  
Base Hospital, Wrap Around, Major Medical Plan  
(Employer's Medical Insurance Plan)  
The HMO Option

- B. Through and including 12/31/2002, employees choosing the Medallion Plan as their medical insurance shall have deducted from each paycheck an amount equal to the annual equivalent of four hundred (\$400.00) dollars.
- C. Effective January 1, 2003 and retroactive to that date, Employees shall contribute health care contributions in bi-weekly payroll reductions as applicable, in accordance with Schedule C appended hereto.
- D. An 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.
- E. Employees hired after September 10, 1993 shall not be eligible for coverage under the Medallion Plan and they may select either the Employer's Medical Plan or HMO only.
- F. Prior to September 1, 1993 the previous health benefits offered in the prior agreement shall remain in effect.

### Section 2:

The Co-pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$3.00 for generic drugs  
\$6.00 for brand name drugs

Effective upon execution of this agreement or as soon thereafter as possible, co-pays for the prescription drug plan for employees and their eligible dependents shall be as follows:

\$5.00 for generic drugs  
\$10.00 for brand name drugs

Section 3:

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 (\$118.00 maximum annual or prorated for less than a full year coverage) per employee. It is understood and agreed that any increase, above \$118.00 in the dental premium charged by the authorized carrier during the term of this Agreement shall be equally shared by the employee and the Employer. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided to the employee. The total cost of the premium charged for the dependent coverage shall be paid by the employee. The employees' contribution shall be deducted in equal periodic amounts from their paychecks.

Section 4:

The Hospital, Surgical, Major Medical Plan and Prescription Drug Plan, and HMO Option shall be made available to new employees within three (3) months of the date of employment.

Pre-admission review and Individual Case Management programs will be continued during the life of this Agreement.

Section 5:

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

Section 6:

An employee, full-time or part-time, who is eligible for health benefits prior to September 1, 1993 remains eligible for health benefits during the term of this Agreement as long as he/she regularly works twenty (20) or more hours each week.

An employee hired on or after September 1, 1993 must regularly work thirty-two (32) hours or more each week to be eligible for health benefits.

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 and administrative procedures shall remain substantially the same.

Section 8:

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.

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 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 dependents 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.

## ARTICLE X - PENSIONS

### Section 1:

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

Employees are eligible for membership in the appropriate pension system in accordance with New Jersey Division of Pension rules and regulations.

### Section 2:

The PBA Local 327 reserves the right to reopen negotiations during the life of this Agreement on a pension, retirement and/or life insurance program in the event of a statutory change in pension, retirement or life insurance programs applicable to the employee.

## ARTICLE XI - PERSONAL LEAVE

### Section 1: Military Leave

Military Leave shall be provided pursuant to the County of Morris' Policy and Procedures, No. 1:3-05, "Leave of Absence - Military Duty," and the current County of Morris policy is hereby incorporated herein by reference.

### Section 2: Convention Leave

- A. The Employer agrees to provide time off without loss of pay or time to members of the PBA selected by its membership as delegate and 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. Expenses for said convention are the responsibility of the employee or PBA. Attendance at other conventions and/or seminars shall be provided in accordance with the present prevailing practice with the Morris County Prosecutor's Office.
- B. The Employer shall permit a delegate and alternate delegate selected by the PBA to attend the monthly state delegate's meeting without loss of pay or time. Expenses for travel and meals are to be borne by the employee or PBA.
- C. In the event the delegate or alternate delegate are unable to attend the convention or monthly meeting, a representative chosen by the President of PBA Local 327 may be granted time off from work without loss of pay or time to attend. There shall not be more than two (2) attendees provided by this Article.

### Section 3: Other Leave

Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the County Prosecutor. For a leave without pay, the employee shall submit a written request to the Chief of County Investigations at least thirty (30) days in advance (except in emergency circumstances) stating the reason for the request and the time required. This request will be forwarded to the Morris County Prosecutor or his designee. A written response shall be obtained within ten (10) days of the initial request. 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 or any other matters required during the leave period.

### Section 4: Administrative Leave

Each employee shall be entitled to an allowance of three (3) work days leave with pay upon written request to, and approval of, the Chief of Investigations for the following reasons:

- a. Court subpoenas, not job related,
- b. Marriage of employee,
- c. Personal business which cannot be attended to outside of work hours,
- d. Established religious days

### 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 with pay.

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 with pay.

If possible, an employee must give prior notice to his supervisor in writing of the death in the family and the need for leave.

#### Section 6: Family Leave

Employees will be eligible for family leave, including adoption as set forth in the New Jersey Family Leave Act and/or the Federal Family Leave Act, those provisions to apply which are broader in the event of an inconsistency.

## ARTICLE XII - CLOTHING REPLACEMENT

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

## ARTICLE XIII - WORK DAY AND WORK WEEK

### Section 1:

The normal work week currently consists of seven and one-half (7 ½) hour work days and a 37 ½ hour work week with one-half (½) non-work hour off for meals per day. Work schedules shall be set at the discretion of the Employer. Vacation, administrative leave and sick leave shall be earned and used as calculated on the basis of a 7 ½ hour day. All prior accumulated unused vacation and sick leave which was earned on the basis of a 7 hour day shall remain unchanged; however, all sick leave and vacation used will be charged on the basis of a 7½ hour day.

Effective upon execution of this agreement, the normal work week will consist of seven and one-half (7½) hour work days with a 37½ hour work week with a three-quarter (¾) 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.

### Section 2: Overtime

Effective January 1, 1998, work which exceeds forty (40) hours in a week is to be considered overtime and compensated at the overtime rate (time and one-half). Hours worked between 35 and 40 per week shall be compensated at the straight time rate (hour for hour). Effective January 1, 2001, hours worked between 37½ and 40 per week shall be compensated at the straight time rate (hour for hour). Approved leave, contractual leave and statutory leave will be considered as hours worked; however, sick leave shall not be considered as hours worked for the purpose of calculating overtime. Employees shall be paid in cash or receive compensatory time at their option. Any compensatory time off remaining at the end of each calendar year shall be paid in cash during the first month of the succeeding year.

For purposes of the *Fair Labor Standards Act*, the work week shall begin at 00:00 hours on Saturday and end at 24:00 hours on Friday.

### Section 3: On Call Pay

Investigators who are on call for Saturday, Sunday or Holidays will receive an "on call" payment of forty (\$40.00) dollars for each Saturday, Sunday or Holiday that they are on call.

### Section 4: Shift Change

Employees shall receive at least 24 hours notice, prior to any changes in the regularly scheduled hours of employment.

## ARTICLE XIV - SALARIES

### Section 1:

Effective January 1 of each year, employees hired on or prior to November 5, 1997, shall have their salaries increased to the next successive salary step as listed on Schedule A, attached hereto.

Employees hired after November 5, 1997, shall have their salaries increased to the next successive salary step, as listed on Schedule A, attached hereto, on their respective anniversary dates of hire.

All employees hired on or after January 1, 2001 shall be paid in accordance with Schedule B , attached hereto.

Each successive year following the expiration of the contract the step system shall continue in full effect whether or not a successor agreement has been reached.

### Section 2:

A supervisory increment of \$2,000.00 above an investigator's base salary shall be paid to investigators designated by the Prosecutor as Investigator/ Supervisor. The Prosecutor will have complete authority in the assignment of investigators to supervisory positions, and the supervisory increment will only be paid during the portion of the year actually served in the supervisory positions.

Effective January 1, 2003 the supervisory increment shall increase to \$3,000.00 above an Investigator's base salary.

ARTICLE XV - LONGEVITY

Section 1:

Each employee actively employed prior to July 26, 1990 and covered by this Agreement shall be paid, in addition to the rates of pay set forth in Article XV, a longevity increment based upon years of service with the County of Morris in accordance with the following schedule:

<u>Length of Service</u>	<u>Percentage</u>
From 3rd anniversary to 8th anniversary	1
From 8th anniversary to 12th anniversary	3
From 12th anniversary to 15th anniversary	5
From 15th anniversary to 16th anniversary	7
After 16th anniversary	9

Section 2:

The provisions of this Article shall apply only to employees actively employed prior to July 26, 1990. All subsequently hired employees shall not be entitled to longevity increments.

## ARTICLE XVI - STORM DAYS AND EMERGENCIES

### Section 1:

All employees may be required to report to work on storm days and for 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 or compensatory time. In the event that no vacation or compensatory time is accumulated, the time lost from work will be charged as 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 an absence due to illness.

### Section 2:

In the event of extreme weather conditions necessitating the closing of County offices, announcement of such closing 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 by the Employer due to inclement weather shall be without penalty.

## ARTICLE XVII - FIREARM TRAINING

Each employee shall be required to qualify with their service weapon and off-duty weapon(s) under the guidelines set forth by the Attorney General of this State. Employees who are not issued a shotgun shall be able to qualify with same, at Employer discretion.

## ARTICLE XVIII - MAINTENANCE OF STANDARDS

### Section 1:

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 negotiations between the parties leading to the execution of this Agreement.

### Section 2:

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

## ARTICLE XIX - GENERAL PROVISION

### Section 1:

This Agreement constitutes the complete and final understanding of the parties and resolution of all negotiable issues which were or could have been the subject matter of negotiations between the parties.

### Section 2:

If any provisions of the Agreement or application of this Agreement to the Employer or 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 provisions shall be inoperative, but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XX - PERSONNEL FILES

### Section 1:

A separate personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files, to include employee evaluations, 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 written request to the Chief of Investigations or his designee. It shall be reviewed at a mutually convenient time by the member in the presence of the Chief of Investigations or his designee.

### Section 3:

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

### Section 4:

All personnel files shall 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 at the employee's cost.

### 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 phone numbers of employees to anyone not in the Prosecutor's Office.

## ARTICLE XXI - WORK INCURRED INJURY

### Section 1:

Where an employee covered under this Agreement suffers a work-connected injury or disability as defined in Section 4 below, the Employer shall continue such employee at full pay during the continuance of such employee's inability to work for a maximum period of up to twelve (12) months, to be computed from date of injury or disability. The Employer retains the right, in his discretion, to extend the period of this payment for such work connected injury beyond twelve (12) months. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Employer. In the event the injury is determined to permanently disable the employee preventing him from continuing his employment, he shall apply for permanent disability status.

### Section 2:

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

### Section 3:

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in the event, the burden shall all be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties. Should the Division of Workmen's Compensation determine the disability to be that as such will prevent the employee from continuing his employment, the employee shall file for permanent disability status.

### Section 4:

For the purpose of this Article, injury or illness incurred while the employee is acting in any law enforcement activity in the line of duty shall be covered by the County's Workmen's Compensation Insurance Carrier.

### Section 5:

In the event a dispute arises as to whether an absence shall be designated as sick leave or as an injury on duty, (as outlined in Section 4), the parties agree to be bound by the decision of an appropriate Workmen's Compensation Judgment or, if there is an appeal therefrom, the final decision of the last review court.

### Section 6:

An injury on duty (as outlined in Section 4), 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 XXII - DISABILITY LEAVE

For employees covered by this collective bargaining agreement, the maximum weekly disability benefit for eligible employees shall be increased to \$255.00 per week and the employee annual contribution shall be increased to \$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 and shall not exceed the benefit maximum of \$255.00. Morris County would remain as guarantor.

## ARTICLE XXIII - DEPARTMENTAL INVESTIGATIONS

In an effort to insure that internal investigations into the conduct and/or actions of investigators 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 a unit shall be at a reasonable hour, preferably when the member of the unit is on duty, unless the exigencies of the investigation dictate otherwise, as determined by the Prosecutor or his designee. If such interrogation takes place during off hours, the member shall be compensated therefor.
2. The interrogations shall take place at a location designated by the Prosecutor or his designee. Usually, it will be at the Morris County Prosecutor's Office or the location where the incident allegedly occurred.
3. The member of the unit shall be informed of the nature of the investigation before any interrogation commences.
4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
5. The questioning shall be conducted in an appropriate manner and without any inappropriate threats or promises being offered as an inducement to answer questions.
6. If an investigator is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decision of the United States Supreme Court, and he shall be afforded an opportunity to consult with counsel and/or unit representatives before and during any further interrogation. The investigator shall also be advised of the name of the complainant at this time.
7. If an investigator, as a result of an investigation, is being charged with a violation of the rules and regulations, the policies set forth in the Morris County Prosecutor's Office Rules and Regulations Manual shall be followed. The investigator shall also be advised of the name of the complainant at this time.

ARTICLE XXIV - DEFENSE OF MEMBERS

The rights guaranteed to local law enforcement personnel, pursuant to N.J.S.A. 40A:14-155 and 40A:14-152.2, shall be provided to members of PBA Local 327.

## ARTICLE XXV - 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 this Agreement. However, the salary provisions shall retroactively apply from January 1, 2003 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, 2003 to the employee's last date of employment.

ARTICLE XXVI - DURATION

This Agreement shall be in full force and effect as of the 1st day of January 2003, and shall remain in full force and effect through the 31st day of December 2006, 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.

MORRIS COUNTY  
PROSECUTOR'S OFFICE

N.J. STATE PBA LOCAL 327

BY: \_\_\_\_\_  
Michael M. Rubbinaccio  
Prosecutor

BY: \_\_\_\_\_  
Donald Dangler  
President

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

SCHEDULE A

**Employees hired prior to January 1, 2001**

<u>Years of Service</u>	<u>January 1, 2003</u>	<u>January 1, 2004</u>	<u>January 1, 2005</u>	<u>January 1, 2006</u>
Entry	\$40,186	\$42,386	\$44,686	\$47,086
After 1	\$42,046	\$44,346	\$46,746	\$49,246
After 2	\$44,423	\$46,823	\$49,323	\$51,923
After 3	\$48,352	\$50,852	\$53,452	\$56,152
After 4	\$51,247	\$53,847	\$56,547	\$59,347
After 5	\$53,106	\$55,806	\$58,606	\$61,506
After 6	\$56,165	\$58,965	\$61,865	\$64,865
After 7	\$60,420	\$63,320	\$66,320	\$69,420
After 8	\$68,100	\$71,100	\$74,200	\$77,400

**MOVEMENT ON SALARY GUIDE**

**Employees hired prior to November 5, 1997** shall advance on Schedule A, above, to the next schedule and step (diagonally) on January 1 of each year.

**Employees hired on or after November 5, 1997** shall advance on Schedule A, above, to the next schedule (horizontally) on January 1 of each year and then shall advance to the next step (vertically) on their respective anniversary dates of hire.

SCHEDULE B

**Employees hired on or after January 1, 2001**

<u>Years of Service</u>	<u>January 1, 2003</u>	<u>January 1, 2004</u>	<u>January 1, 2005</u>	<u>January 1, 2006</u>
Entry	\$40,086	\$42,186	\$44,386	\$46,686
After 1	\$40,850	\$43,050	\$45,350	\$47,750
After 2	\$42,046	\$44,346	\$46,746	\$49,246
After 3	\$44,423	\$46,823	\$49,323	\$51,923
After 4	\$48,352	\$50,852	\$53,452	\$56,152
After 5	\$51,247	\$53,847	\$56,547	\$59,347
After 6	\$53,106	\$55,806	\$58,606	\$61,506
After 7	\$56,165	\$58,965	\$61,865	\$64,865
After 8	\$60,420	\$63,320	\$66,320	\$69,420
After 9	\$68,100	\$71,100	\$74,200	\$77,400

**Employees hired on or after January 1, 2001** shall advance on Schedule B above, to the next schedule (horizontally) on January 1 of each year and then shall advance to the next step (vertically) on their respective anniversary dates of hire.

SCHEDULE C  
HEALTH CARE CONTRIBUTIONS

<u>Medallion:</u>	<u>Family</u>	<u>Parent/Child</u>	<u>Single</u>
2003	\$26.73	\$18.98	\$10.10
2004	\$32.08	\$22.78	\$12.12
2005	\$38.50	\$27.34	\$14.54
2006	\$46.20	\$32.80	\$17.45

<u>HMO</u>	<u>Family</u>	<u>Parent/Child</u>	<u>Single</u>
2003	\$11.85	\$7.88	\$4.31
2004	\$14.22	\$9.45	\$5.18
2005	\$17.06	\$11.34	\$6.21
2006	\$20.48	\$13.61	\$7.46

<u>Wrap-Around</u>	<u>Family</u>	<u>Parent/Child</u>	<u>Single</u>
2003	\$14.92	\$10.53	\$5.64
2004	\$17.90	\$12.64	\$6.77
2005	\$21.48	\$15.17	\$8.12
2006	\$25.78	\$18.21	\$9.75

The above health care contributions are effective January 1, 2003. Prior contributions in 2003 shall be deducted from retroactive assessments. Each regular contribution set forth above shall be deducted from the employee's pay each pay period as applicable.