

2-0038

4-24

Dup 71-73

THIS AGREEMENT, made and executed on this 15^B day of December, 1970, by, between and among:

THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MORRIS, Morristown, New Jersey, hereinafter referred to as "Public Employer"

AND

MORRIS COUNTY PROSECUTOR'S OFFICE ASSOCIATION, and all Investigators and Detectives up to and including the rank of Captain, all of whom are named and designated in another portion of this Agreement, hereinafter referred to as "Public Employees"

WITNESSETH:

WHEREAS, in approximately April, 1970, request for recognition in negotiations under the State of New Jersey, Public Employment Relations Act, has been filed on behalf of the Public Employee and recognition was thereafter duly given in form amended RO-116-State of New Jersey-Public Employment Relations Commission File Docket, and

WHEREAS, the parties continued discussions and negotiations with the view towards resolving any and all matters pertaining to wages and hours and conditions of work, and

WHEREAS, the parties continued to have discussions and invoked mediation under the provisions of the Public Employment Relations Law, as a result of which a continuous series of discussions and negotiations occurred leading to and concluding in an agreement among all of the parties which supersedes any and all previous negotiations, discussions, and agreements, and

THIS BOOK DOES NOT CIRCULATE

WHEREAS, the parties desire by this Agreement to fully set forth all of the matters and terms agreed upon by, between and among the parties:

In consideration of all of the mutual covenants hereby given and exchanged in all negotiations, and in consideration of all of the mutual promises herein set forth, BE IT MUTUALLY AGREED AS FOLLOWS:

1. DURATION

This Agreement shall commence January 1, 1971 and shall continue through December 31, 1973. It shall bind all of the parties, including all of the public employees embraced within the bargaining unit known as the Morris County Prosecutor's Office Association and shall supersede any and all previous agreements, commitments, obligations of any nature or description.

2. SALARY INCREMENT AND ADJUSTMENT

A. Commencing with the year January 1, 1971 and continuing through December 31, 1971, a salary increase shall be given to each and all of the employees covered by the negotiating unit in this agreement, all as designated and specifically set forth in a Chart known as Schedule A, attached hereto and made a part hereof, showing each name, the amount of salary at the close of the year 1970, the increment to commence on January 1, 1971 and continue through the end of the calendar year 1971.

B. Commencing January 1, 1972 and continuing through December 31, 1972, the salary increase for each of the employees represented by the negotiating unit described herein shall be as set forth in the Schedule B attached to this Agreement and made a part hereof which shall show the names of each and every employee, the amount of salary at the conclusion of December 31, 1971 which each such employee shall be receiving and shall include the increase set opposite each employee's name for the year 1972.

C. Commencing the year January 1, 1973 and continuing through December 31, 1973, each employee represented by the covered negotiating unit shall receive the amount shown in Schedule C, which shall set forth the salary which the said employees shall then be receiving at the termination of the immediately preceding year, December 31, 1972, together with the increment set forth opposite his respective name.

D. Commencing January 1, 1972 and continuing through December 31, 1972, Lieutenant Dunne and Lieutenant O'Brien shall receive respectively the amount of \$930.00 (Lt. Dunne) and \$485.00 (Lt. O'Brien) due to misadjustment in the past.

3. LONGEVITY

Commencing January 1, 1971, each of the employees covered by the negotiating unit, Morris County Prosecutor's Office Association, shall receive longevity, according to the following formula:

<u>Percent of Current Salary</u>	<u>Effective Date</u>
1%	Expiration of third year
3%	Expiration of eighth year
5%	Expiration of twelfth year
7%	Expiration of sixteenth year

Longevity becomes effective the first day of the year following the completion of the appropriate year of service cited above and shall be payable in 24 semi-monthly installments, concomitant with payroll.

4. CLOTHING ALLOWANCE

Each employee under the negotiating unit shall receive an amount equivalent to \$150.00 per man, per year, effective on the first effective operational date of this contract, to wit: January 1, 1971, and the first day of each consecutive year thereafter.

5. INSURANCE

The parties agree that there shall be a re-opener to this Agreement and these negotiations concerning life insurance coverage. Policy decisions are presently being formulated by the Freeholders of Morris County concerning the overall insurance program and no specific commitment can be made at the present time to this negotiating unit. However, the parties agree that in the event of failure to conclude some life insurance coverage agreement, this clause may be re-opened by the parties and the basis of subsequent negotiations. In all respects, however, all efforts shall be made to provide suitable life insurance coverage, on the contributory basis program of the County presently in existence, for two members of this negotiating unit who are not

presently covered.

6. OVERTIME

The parties agree that compensatory time off, hour for hour, shall be provided as and for overtime. The parties agree, however, that arrangements for this type of compensatory time off shall be administered internally within the Department and that nothing in this Agreement shall be construed to be a commitment by the Board of Chosen Freeholders of Morris County to provide any additional allowances except direction to the Staff administering the Department represented by this negotiating unit that compensatory time off for additional time required of the employees shall be arranged and accomplished on behalf of each of the employees represented by this unit.

7. COMMUNITY AWARENESS PROGRAMS

The parties recognize that assignments in the area of community awareness of the work of the staff represented by this negotiating unit shall be deemed to be work in the line of duty. Thus, assignments which are authorized and administered by superior officers within a department shall also be compensated for on a compensatory time off basis when and if these assignments occur over and above the usual work day assignments. As in the case of the paragraph above, this shall be a rule of guidance for the benefit of superior officers who have the exclusive jurisdiction and authority to make such assignments that compensatory time off be awarded in the event of such assignments.

8. This Agreement shall be effective during the period January 1, 1971 through December 31, 1973 and shall be binding on the parties. The parties also agree to begin negotiations for a successor agreement no later than ninety (90) days prior to the December 31, 1973 date and to continue such negotiations in good faith thereafter.

9. GRIEVANCE PROCEDURE

The parties agree to work out an adequate and satisfactory grievance procedure if required by law to become a part of this Agreement to govern the future rights and responsibilities of all of the parties in and to the terms of this Agreement.

10. INCENTIVE PROGRAM

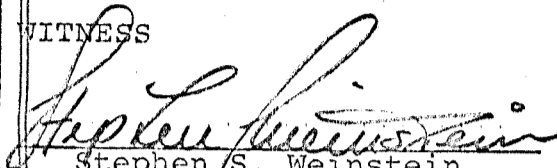
Incentive Program Re-imbusement to employees shall be as heretofore, provided authority of supervisor and inter-departmental procedures are complied with.

11. AGREEMENT IN LIEU OF SALARY SCHEDULE

This Agreement is intended to supersede any and all requirements, if any, of Civil Service and any other requirements that the County maintain a Salary Schedule or Salary Guide henceforth.

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

WITNESS

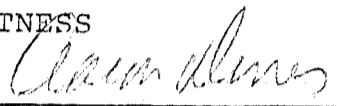

Stephen S. Weinstein
Attorney for Morris County
Prosecutor's Office Assn.

MORRIS COUNTY PROSECUTOR'S OFFICE
ASSOCIATION

BY



John Watts, President

WITNESS


Aaron Dines
Assistant County Counsel

BOARD OF CHOSEN FREEHOLDERS OF
MORRIS COUNTY

BY


Norman Griffith, Chairman

SCHEDULE A

Increase Commencing 1-1-71

<u>Name</u>	<u>Salary End 1970</u>	<u>Increase</u>	<u>Total</u>
Captain	\$12,875.	\$1100.	\$13,975.
Lt. Noonan	\$12,000.	\$1050.	\$13,050.
Lt. McKenna	\$11,115.	\$1000.	\$12,115.
Lt. O'Brien	\$10,680.	\$ 950.	\$11,630.
Lt. Dunne	\$10,235.	\$ 950.	\$11,185.
Det. Wagner	\$11,115.	\$ 850.	\$11,965.
Det. Doody	\$10,235.	\$ 950.	\$11,185.
Det. Sacco	\$10,235.	\$ 950.	\$11,185.
Det. Spann	\$ 9,790.	\$ 850.	\$10,640.
Det. Watts	\$ 9,790.	\$ 850.	\$10,640.
Det. Lyons	\$ 9,790.	\$ 850.	\$10,640.
Inv. Gervasio	\$ 9,480.	\$ 850.	\$10,330.
Inv. Voelker	\$ 9,085.	\$ 850.	\$ 9,935.
Inv. DeBiasi	\$ 8,690.	\$ 800.	\$ 9,490.
Inv. Riley	\$ 8,690.	\$ 800.	\$ 9,490.
Inv. Pierangeli	\$ 8,690.	\$ 800.	\$ 9,490.
Inv. Bickley	\$ 8,295.	\$ 800.	\$ 9,095.
Inv. Dempsey	\$ 8,295.	\$ 800.	\$ 9,095.
Inv. Quinn	\$ 8,295.	\$ 800.	\$ 9,095.
Inv. Vidaver	\$ 8,295.	\$ 800.	\$ 9,095.
Inv. Woodhull	\$ 7,900.	\$ 750.	\$ 8,650.
Inv. Bongiorno	\$ 7,900.	\$ 750.	\$ 8,650.
Inv. Hohlman	\$ 7,900.	\$ 750.	\$ 8,650.
Inv. Keir	\$ 7,900.	\$ 750.	\$ 8,650.
		\$20,650.	\$247,925.

SCHEDULE B

Increase Commencing 1-1-72

<u>Name</u>	<u>Salary End 1971</u>	<u>Increase</u>	<u>Total</u>
Captain	\$13,975.	\$852.	\$14,827.
Lt. Noonan	\$13,050.	\$852.	\$13,902.
Lt. McKenna	\$12,115.	\$852.	\$12,967.
Lt. O'Brien	\$11,630.	\$852. + \$485.	\$12,967.
Lt. Dunne	\$11,185.	\$852. + \$930.	\$12,967.
Det. Wagner	\$11,965.	\$852.	\$12,817.
Det. Doody	\$11,185.	\$852.	\$12,037.
Det. Sacco	\$11,185.	\$852.	\$12,037.
Det. Spann	\$10,640.	\$852.	\$11,492.
Det. Watts	\$10,640.	\$852.	\$11,492.
Det. Lyons	\$10,640.	\$852.	\$11,492.
Inv. Gervasio	\$10,330.	\$852.	\$11,182.
Inv. Voelker	\$ 9,935.	\$852.	\$10,787.
Inv. DeBiasi	\$ 9,490.	\$852.	\$10,342.
Inv. Riley	\$ 9,490.	\$852.	\$10,342.
Inv. Pierangeli	\$ 9,490.	\$852.	\$10,342.
Inv. Bickley	\$ 9,095.	\$852.	\$ 9,947.
Inv. Dempsey	\$ 9,095.	\$852.	\$ 9,947.
Inv. Quinn	\$ 9,095.	\$852.	\$ 9,947.
Inv. Vidaver	\$ 9,095.	\$852.	\$ 9,947.
Inv. Woodhull	\$ 8,650.	\$852.	\$ 9,502.
Inv. Bongiorno	\$ 8,650.	\$852.	\$ 9,502.
Inv. Hohlman	\$ 8,650.	\$852.	\$ 9,502.
Inv. Keir	\$ 8,650.	\$852.	\$ 9,502.
		<u>\$21,863.</u>	<u>\$269,788.</u>

\SCHEDULE C

Increase Commencing 1-1-73

<u>Name</u>	<u>Salary End 1972</u>	<u>Increase</u>	<u>Total</u>
Captain	\$14,827.	\$1,011.	\$15,838.
Lt. Noonan	\$13,902.	\$1,011.	\$14,913.
Lt. McKenna	\$12,967.	\$1,011.	\$13,978.
Lt. O'Brien	\$12,967.	\$1,011.	\$13,978.
Lt. Dunne	\$12,967.	\$1,011.	\$13,978.
Det. Wagner	\$12,817.	\$1,011.	\$13,828.
Det. Doody	\$12,037.	\$1,011.	\$13,048.
Det. Sacco	\$12,037.	\$1,011.	\$13,048.
Det. Spann	\$11,492.	\$1,011.	\$12,503.
Det. Watts	\$11,492.	\$1,011.	\$12,503.
Det. Lyons	\$11,492.	\$1,011.	\$12,503.
Inv. Gervasio	\$11,182.	\$1,011.	\$12,503.
Inv. Voelker	\$10,787.	\$1,011.	\$11,798.
Inv. DeBiasi	\$10,342.	\$1,011.	\$11,353.
Inv. Riley	\$10,342.	\$1,011.	\$11,353.
Inv. Pierangeli	\$10,342.	\$1,011.	\$11,353.
Inv. Bickley	\$ 9,947.	\$1,011.	\$10,958.
Inv. Dempsey	\$ 9,947.	\$1,011.	\$10,958.
Inv. Quinn	\$ 9,947.	\$1,011.	\$10,958.
Inv. Vidaver	\$ 9,947.	\$1,011.	\$10,958.
Inv. Woodhull	\$ 9,502.	\$1,011.	\$10,513.
Inv. Bongiorno	\$ 9,502.	\$1,011.	\$10,513.
Inv. Hohlman	\$ 9,502.	\$1,011.	\$10,513.
Inv. Keir	\$ 9,502.	\$1,011.	\$10,513.
		\$24,264.	\$294,052.