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T H E P R O S E C U T O R O F M O N M O U T H C O U N T Y
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P B A L O C A L N O . 2 5 6

JANUARY 1, 1997 THROUGH DECEMBER 31, 1999

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PREAMBLE

This Agreement made this 1st day of January, 1997, by and between
MONMOUTH COUNTY PROSECUTOR, hereinafter referred to as the "Employer" and the PBA
LOCAL NO. 256, hereinafter referred to as the "Association." The parties recognize that the
Monmouth County Board of Chosen Freeholders is the funding agent to this Agreement.

ARTICLE I
RECOGNITION

The Prosecutor hereby recognizes PBA Local No. 256 as the sole and exclusive majority representative, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., [Act], for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all sworn County Investigators employed by the Prosecutor, but excluding Chief, Deputy Chief, Captains, Lieutenants, Sergeants, managerial employees, confidential employees, professional employees, all non-police and all other employees.

ARTICLE II
UNION SECURITY

Section 1

The employer agrees to have deducted PBA dues from the salaries of each employee who is a member of the Association under this Agreement when authorized in writing to do so by each Association member. Individual authorization forms shall be filed by the Association with the Employer-funding Agent.

Section 2

The amount of monthly Association membership dues will be certified by the President of the Association in writing to the employer, and the amount so certified will be uniform for all members of the Association. The Association shall provide and maintain a demand and return system consistent with N.J.S.A. 34:13A-5.6, and as that law may be amended.

Section 3

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Monmouth thirty (30) days in advance of his desire to withdraw.

Section 4

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit shall pay a representation fee to the Association by automatic payroll deduction and pursuant to N.J.S.A. 34:13A-5.6, and as that law may be amended. The said representation fee shall be in an amount equal to eight-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the employer by the Association.

The Association may revise its certification of the amount of the representation fee from time to time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Association remains the majority representative of the employees in the unit and until a successor agreement between the Association and the employer.

Section 5

The Association agrees that it will indemnify and save harmless the Prosecutor and the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter regarding dues Checkoff under this Article.

ARTICLE III

WORK SCHEDULES

Section 1

The standard weekly work schedule for all employees covered by this Agreement shall consist of forty (40) hours per week, eight (8) hours per day, exclusive of one-half (½) hour meal period and two (2) fifteen (15) minute breaks.

Section 2

The Prosecutor shall have the right to schedule the hours of work in the work week and to vary the daily or weekly work schedule consistent with the needs of the Department.

ARTICLE IV

OVERTIME

Section 1

The employer shall compensate overtime at the rate of time and one-half (1 ½) of straight time pay to all employees covered by this Agreement for time worked in excess of forty (40) hours per week.

Section 2

Each employee shall have the individual discretion as to whether to be compensated for each overtime period worked in either paid overtime or compensatory time off (calculated at the time and one-half rate). In the event that an employee elects to receive compensatory time off then said compensatory time shall be used within the sole discretion of the employee, subject only to prior employer approval. All CTO overtime accumulation which exceeds 200 hours at any one time shall be compensated as paid overtime.

ARTICLE V

VACATIONS

Section 1

Each employee shall be entitled to annual vacation leave, depending upon said employee's years of service with the employer, as follows:

YEARS OF SERVICE

VACATION TIME

Up to one (1) year

1 day per month worked

2nd through 5th year

12 working days

6th through 12th

15 working days

13th through 20th year

20 working days

21 or more years

25 working days

Section 2

It is agreed that an employee who was employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service under Section 1 hereof. An employee who was employed for six (6) months or less during the first calendar year of employment shall not have that year included in the computation under Section 1 hereof.

Section 3

Seniority shall govern the scheduling of all vacations for employees covered by this Agreement, subject to the approval of the Chief of Detectives or his or her designee based upon the needs of the Prosecutor's Office.

Section 4

An employee who has resigned or who has otherwise separated from employment shall be

entitled to the vacation allowance earned in the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective.

Section 5

If an employee dies having a credit of any annual vacation leave, there shall be calculated and paid to their estate, a sum of money equal to the earned vacation leave figured on their salary rate at the time of their death, pro-rated as above.

Section 6

Employees on a leave of absence without pay do not accrue vacation benefits.

Section 7

Vacations not granted in a calendar year due to the needs of the Prosecutor's Office or for reasons beyond the control of an employee may be granted in the following calendar year with permission of the Prosecutor. Such carryover is limited to the following year only and must be scheduled for use and used not later than by April 1 of the succeeding year, unless there are extenuating circumstances.

ARTICLE VI

HOLIDAYS

Section 1

The following days shall be recognized and observed as paid holidays.

| | |
|-------------------------------|----------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday | General Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Independence Day |
| Christmas Day | |

Section 2

If an Employee works on a holiday, there shall be an option of choosing to be paid or receive compensatory time.

Section 3

Any other holidays granted to the County employees by resolution of the Board of Freeholders.

ARTICLE VII
PERSONAL BUSINESS

Section 1

Employees who are employed more than one (1) year shall be granted three (3) days off for personal business.

ARTICLE VIII
TEMPORARY LEAVE

Section 1

Sick Leave Sick leave is defined as the absence of post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee. Eligible employees shall earn sick leave according to the following schedule:

1. One (1) day per month worked during the first year of employment.
2. One and one-quarter (1 1/4) days per month worked during each year thereafter.

Sick leave will be accumulated from year to year.

The employer may require proof of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family who is seriously ill. Any proof of illness provided shall be fully descriptive of the condition which required absence from work and must include a consent provision to provide an employer designated doctor the right to request and review supporting treating doctor records to verify the illness.

Upon the death of an employee, the employer shall pay supplemental compensation to the employee's estate in the amount of one-half of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the date of death, but not to exceed \$15,000.00 or such higher amount as the County may hereafter adopt by resolution.

At the time of retirement the retiring employee shall be entitled to the cash value of one-half of all accumulated sick time calculated at the retiree's then current total rate of daily compensation at the time of separation from active service not to exceed \$15,000.00

Section 2

Bereavement Leave The employer agrees to grant up to five (5) days leave to an employee due to the death of an employee's parent, spouse, child or stepchild.

The employer agrees to grant up to three (3) days leave to an employee due to the death of a parent-in-law, sister, brother, grandparent, grandchild, foster child or other member of the immediate household.

ARTICLE IX

FAMILY LEAVE

Family leave is available to an eligible employee who may wish to take time off from work duties to fulfill family obligations relating directly to the birth of a child of the employee, the placement for adoption of a child with an employee, or the serious health condition of a family member of the employee. To request time off under Family Leave, an application must be submitted in writing to the Administration Office. The request must contain a doctor's certificate along with a time for the beginning of the Family Leave and an approximate ending date. Eligible employees may request up to 12 weeks of unpaid leave over any 24 month period pending the supervisor's approval. The employee may choose not to use up sick, vacation and personal time. While the employee is on Family Leave, no vacation, sick or personal time will accrue. Subject to the terms, conditions and limitation of the applicable health plans, the Employer will continue to provide health insurance for the duration of the Family Leave along with the employee being billed for his/her share. For the purpose of this leave, eligible employees are individuals employed for twelve months or more who have worked one thousand or more base hours during the preceding twelve month period. To the extent possible, employees returning from Family Leave will be reinstated to their former position or will be offered an equivalent position.

ARTICLE X

WORK INCURRED INJURY

The statutory compensation provided in N.J.S.A. 34:15-12(1) and applicable law, is recognized as controlling the issue of access to payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply. The employee shall in no way suffer a reduction of net pay as a result of the injury or disability during the first year of disability.

ARTICLE XI
HEALTH BENEFITS

The health benefits for employees covered by this Agreement shall be as set forth in Appendix A annexed hereto (RES. #94-267).

ARTICLE XII

CLOTHING ALLOWANCE

In the first pay period of December of each year an annual sum shall be payable to each employee for the repair, replacement, supplementing or cleaning of clothing worn while on duty, all of which is in recognition of the wear and tear upon clothing incurred by the employee during the course of the work year. The annual clothing allowance shall be Five Hundred (\$500.00) Dollars and shall not be considered as a part of the base pay for computation purposes.

ARTICLE XIII

ANNUAL EDUCATIONAL INCENTIVE

Employees who have earned college degrees will be compensated as follows:

| | |
|------------------|-------------------|
| Associate Degree | \$ 500 per annum |
| Bachelor Degree | \$ 750 per annum |
| Master Degree | \$1,000 per annum |
| Doctoral Degree | \$2,000 per annum |

The above payments will be made in the first pay period in December and shall not be considered as part of the base pay for computation purposes.

ARTICLE XIV

REIMBURSEMENT FOR EXPENSES

Meals

The total allowable reimbursement for employees for money spent on meals while away from the office on extraditions, investigations, training seminars, or other office assignments will be \$35.00 per day per person. This will be broken down as follows:

| | |
|-----------|---------|
| Breakfast | \$ 7.00 |
| Lunch | \$ 9.00 |
| Dinner | \$19.00 |

Receipts for expenditures must be submitted through the proper chain of command to the Director of Administrative Services immediately following the trip.

Employees who make trips on office business and seek reimbursement on a mileage basis for the use of their private vehicles must submit memorandum to the Administrative Office detailing the date of said trip, the purpose, and the mileage involved. A voucher will then be prepared for their signature, and the repayment will be calculated at the then prevailing mileage rate. That sum will be reimbursed to the employee.

ARTICLE XV

BASE WAGE

Employees covered by this Agreement shall receive base wages as set forth in Appendix B-1 and B-2 annexed hereto.

At the expiration of this Agreement, the salary of an employee covered by this Agreement shall not increase as a result of anything contained in this Agreement.

ARTICLE XVI
PBA MEETINGS

Section 1

It is agreed that the current practice between the parties regarding the attendance at PBA local, State and County meetings shall be continued.

ARTICLE XVII

BULLETIN BOARD

The Employer will supply space for one (1) bulletin board for the use of the Association to be placed in a conspicuous location. The Association shall provide the bulletin board.

The bulletin board shall be used for the use of the Association for the posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of Employees.

No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Prosecutor. However, approval for posting shall not be unreasonably withheld.

The bulletin board shall be constructed in such a manner that it will be capable of securing the bulletins behind a glass enclosed frame. The bulletin board shall have the capability of being locked. The key shall be retained by a designated Association representative.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement.

Section 2

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

Section 3

Grievances, as here and above defined, should be handled in an expeditious and mutually satisfactory manner and to that end the following procedure shall be followed:

STEP ONE

An employee with a grievance shall first discuss it with the Deputy Chief either directly or through the Association's designated representative for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence or the condition giving rise to the grievance.

STEP TWO

If the aggrieved party is not satisfied with the disposition of their grievance at STEP ONE, or if no decision has been rendered within seven (7) working days after presentation of that grievance at STEP ONE, they may file a grievance in writing with the Chief of County Detectives or in his/her absence, a representative designated by the Prosecutor. A decision thereon shall be rendered within seven (7) working days after the holding of such meeting.

STEP THREE

If the aggrieved party is not satisfied with the disposition of their grievance at STEP

TWO, or if no decision has been rendered within seven (7) working days after presentation of that grievance at STEP TWO, the matter may be referred to the prosecutor of Monmouth County or his designated representative. The decision of the County Prosecutor shall be rendered in writing within ten (10) working days.

STEP FOUR

If a satisfactory settlement is not reached in STEP THREE the Association may request arbitration in writing within ten (10) working days after the answer is given by the Prosecutor or the grievance shall be deemed to be waived. A request for arbitration must be submitted in writing to the Public Employment Relations Commission with a copy to be sent to the Prosecutor. Said written notice to the Public Employment Relations Commission should request that PERC submit panels of Arbitrators to each of the respective parties to this Agreement so that the said parties may exercise, independently, their right of selection which may be filed directly with the Public Employment Relations Commission pursuant to the Rules of the public Employment Relations Commission.

Section 4

The fees and expenses of the Arbitrator shall be borne equally by the PBA and the Prosecutor.

Section 5

It is understood and agreed that if either party uses the services of an attorney the expenses incurred will be borne by the party requesting such services.

Section 6

Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

Section 7

The Arbitrator shall have no power or authority to add or to subtract from or modify, in any way, the terms of this Agreement.

Section 8

The Arbitrator will make every reasonable effort to issue a decision within thirty (30)

calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and will set forth the findings of fact, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties.

Section 9

Time periods may be extended by mutual written agreement only.

Section 10

Any employee may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the association shall have the right to be present and state its views at all stages of the grievance procedure and the Association shall be provided with correspondence and results of each step.

Section 11

No employee covered by this Agreement shall be fined or suspended, except for just cause.

Section 12

It is recognized that the Prosecutor has and will continue to retain the rights and responsibilities to direct the affairs of the Monmouth County Prosecutor's Office in all its various aspects.

Among the rights retained by the Prosecutor are the rights to direct the working forces; to plan, direct, and control all the operations and services of the Monmouth County Prosecutor's Office; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract out services; to relieve employees due to lack of work or for other reasons, to make and enforce reasonable rules and regulations to change

or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Association alleging such conflict.

The parties recognize that employees in the title of Detective are appointed by the Prosecutor pursuant to N.J.S.A. 2A:157-10, that they serve at the pleasure of the Prosecutor and that they are subject to removal by the Prosecutor for any reason. The parties understand and agree that the Prosecutor does not give up any rights under N.J.S.A. 2A:157-10.

ARTICLE XIX

DEPARTMENTAL INVESTIGATIONS

Section 1

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

1. The interrogation of an employee covered by this Agreement who is the target of a departmental disciplinary investigation shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
2. Prior to interrogation, the Prosecutor shall afford the employee an opportunity to consult with counsel and/or the Association representative before being questioned. The opportunity to consult with counsel and/or the representative shall not delay the interrogation beyond one hour.
3. The interrogation shall take place at a location chosen by the Prosecutor or designee. Usually, it will be at the Prosecutor's Office or the location where the incident allegedly occurred, unless the exigencies of the investigation dictate otherwise.
4. An employee covered by this Agreement who is the target of a departmental or disciplinary investigation shall be informed of the nature of the investigation at the time the interrogation commences.
5. The questioning shall be reasonable in length.
6. An employee covered by this Agreement who is the target of a departmental disciplinary investigation shall be advised pursuant to the Manual of Rules and Regulations of the Detective Division revised July 12, 1996, utilizing the Monmouth County Prosecutor's Office Internal Affairs Advisement Form, annexed hereto as Appendix C.
7. An employee covered by this Agreement shall be subject to the filing of charges against the employee for violation of internal rules and regulations pursuant to the Manual of Rules and Regulations of the Detective Division of the Monmouth County Prosecutor's Office, revised July 12, 1996, for a period of forty-five (45)

days after the date on which the person filing the complaint has obtained sufficient information to file the matter upon which the complaint is based. The forty-five (45) day time limit shall not apply if an investigation of an employee covered by this agreement is included directly or indirectly with an investigation of that employee for a violation of the criminal laws of this State. The forty-five (45) day limit shall begin on the day after the disposition of the criminal investigation. The forty-five (45) day requirement in this paragraph for the filing of a complaint against an officer shall not apply to a filing of a complaint by a private individual.

Section 2

An employee covered by this Agreement may be subjected to any urinalysis or blood screening when the Employer has individualized reasonable suspicion to suspect that the employee has used or abused or is under the influence of an illegal or legal controlled dangerous substance while on duty.

Section 3

Under no circumstances shall the employer offer or direct to the taking of a polygraph or voiceprint examination for any employee covered by this Agreement.

ARTICLE XX

LEGAL AID

Section 1

Whenever an employee covered by this Agreement is a defendant in a suit or legal proceeding arising out of or incidental to the performance of their duties, the employer shall provide said employee with a defense of such action or proceeding, other than for their defense in a disciplinary proceeding instituted against them by the Employer or in a criminal proceeding instituted as a result of a complaint on behalf of the employer.

ARTICLE XXI

PERSONAL INJURY LIABILITY INSURANCE

Section 1

The Employer shall provide "False Arrest Insurance" coverage for all employees.

All members of the bargaining unit as currently provided in the Lawyers Professional Liability Insurance issued to the National District Attorneys Association Endorsement #13005 for the period June 1, 1997, 12:01 a.m. to June 1, 1998, 12:01 a.m.

The Employer agrees that, if the coverage provided by the above policy is unavailable, or is otherwise not renewed, the Employee shall obtain false arrest insurance coverage which is not less than the coverage provided by Endorsement #13005.

ARTICLE XXII

PERSONNEL FILES

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

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

Whenever a written complaint concerning an officer or their actions is to be placed in their personnel file, a copy shall be made available to them and they shall be given the opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in their file.

Reckoning of disciplinary action shall be pursuant to Section 3:5-1 of the Rules and Regulations of the Detective Division, annexed hereto as Appendix D.

ARTICLE XXIII

EQUAL EMPLOYMENT

The Employer and the Association hereby agree to continue their practice of not discriminating against any employee because of race, creed, color, national origin, age, sex, ancestry religion, marital status or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations or because of union activity.

ARTICLE XXIV

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE XXV

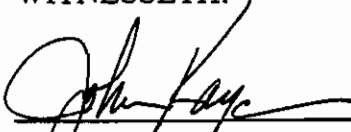
DURATION

This Agreement shall have a term from January 1, 1997 through December 31, 1999. If the parties have not executed a successor agreement by December 31, 1999, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

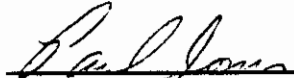
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:



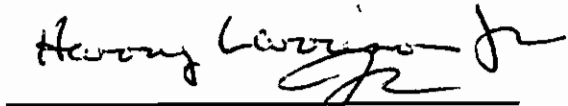
JOHN KAYE
MONMOUTH COUNTY PROSECUTOR

WITNESSETH:



PAUL JONES; PRESIDENT
PBA LOCAL NO. 256

WITNESSETH:



HARRY LARRISON, JR.
DIRECTOR OF MONMOUTH COUNTY
BOARD OF CHOSEN FREEHOLDERS
AS FUNDING AGENT

APPENDIX A

RES. # 94-267

RESOLUTION ADOPTING POLICY CONCERNING THE COUNTY'S
SELF-FUNDED HEALTH CARE BENEFIT PLAN OPTIONS FOR
RETIREES

WITH TWENTY FIVE (25) OR MORE YEARS OF SERVICE
AND CHANGES IN POLICY CONCERNING RETIREMENT WITH
HEALTH BENEFITS AT NO COST AS WELL AS CESSATION
OF OFFERING THE COUNTY'S SELF-FUNDED INDEMNITY
HEALTH CARE PLAN TO NEW EMPLOYEES

Freeholder **HANDLIN** offered the following
resolution and moved its adoption:

WHEREAS, Monmouth County has paid the cost of Health Benefits for retirees in the County's Self-Funded Employee Health Benefit Indemnity Plan (except those who elect a deferred retirement but including a disability retirement regardless of service) with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County regardless of whether they have been in a state recognized pension plan system; and

WHEREAS, Monmouth County paid these costs for retirees without regard to the date that such retirees accumulated twenty five (25) or more years of service in a state recognized pension system and without regard to the date that such retirees accumulated twenty five (25) or more years of service with Monmouth County regardless of whether they had been in state recognized pension plan system; and

WHEREAS, Monmouth County has offered its Self-Funded Employee Health Benefit Indemnity Plan to all eligible new employees; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her

discretion, choose either the Self-Funded Indemnity Plan or the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these actives employees may, during their active employment only, choose between

the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

BE IT FURTHER RESOLVED that the Clerk forward a true certified copy of this resolution to the County Administrator, County Personnel Officer and the Benefits Coordinator.

Seconded by Freeholder **STOPPIELLO** and adopted on roll call by the following vote:

In the Affirmative: Mrs. Handlin, Mr. Stoppiello, Mr. Narozanick, Mr. Powers, and Director Larrison

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD APRIL 14 1894

Richard Larrison

CLERK

APPENDIX B-1
EMPLOYER WAGE RATE MOVEMENT

| | <u>CURRENT</u> | <u>EFF.</u> <u>1/1/97</u> | <u>EFF.</u> <u>1/1/98</u> | <u>EFF.</u> <u>1/1/99</u> |
|---|-----------------------|--|--|--|
| A | \$45,000 | \$45,000 | \$49,000 | \$52,500 |
| B | 50,000 | 50,000 | 52,500 | 56,000 |
| | 50,400 | 50,400 | 52,500 | 56,000 |
| C | 52,800 | 52,800 | 56,000 | 59,500 |
| D | 54,959 | 54,959 | 59,500 | 63,000 |
| E | 60,681 | 63,000 | 66,500 | 70,000 |
| | 60,061 | 63,000 | 66,500 | 70,000 |
| | 60,000 | 63,000 | 66,500 | 70,000 |
| | 60,000 | 60,000 | 66,500 | 70,000 |
| F | 63,674 | 66,500 | 70,000 | 70,000 |
| | 63,926 | 66,500 | 70,000 | 70,000 |
| G | 64,177 | 70,000 | 70,000 | 70,000 |
| | 64,427 | 70,000 | 70,000 | 70,000 |
| | 64,679 | 70,000 | 70,000 | 70,000 |
| | 64,930 | 70,000 | 70,000 | 70,000 |
| | 65,223 | 70,000 | 70,000 | 70,000 |
| | 65,432 | 70,000 | 70,000 | 70,000 |
| | 65,673 | 70,000 | 70,000 | 70,000 |
| | 65,753 | 70,000 | 70,000 | 70,000 |

APPENDIX B-2

PAY RATES

| <u>PAY RATE</u> | <u>1/1/98</u> | <u>1/1/99</u> |
|-----------------|---------------|---------------|
| A | \$45,500 | \$49,000 |
| B | 49,000 | 52,500 |
| C | 52,500 | 56,000 |
| D | 56,000 | 59,500 |
| E | 59,500 | 63,000 |
| F | 63,000 | 66,500 |
| G | 66,500 | 70,000 |
| H | 70,000 | |

APPENDIX C

SECTION 5 - Reckoning of Disciplinary Action

3:5-1 RECKONING OF DISCIPLINARY ACTION - The administrative reckoning of disciplinary action is a concept similar to that of expungement in the criminal justice arena. The forgiveness of a disciplinary action is incorporated to encourage Detective Division Personnel to strive for improvement when errant judgement or a careless mistake has occurred.

3:5-2 RECKONING PROCEDURE - When disciplinary action has been taken against a member of the Detective Division a record of that action is placed in the employee's personnel file. It is the responsibility of the employee to note when that action would be eligible for reckoning based upon the schedule which follows. When the eligible date has been reached the employee must submit a memorandum through the chain of command to the Chief of Detectives requesting the disciplinary action to be removed. Upon reviewing the request, the Chief of Detectives will decide whether the discipline shall be reckoned. The requesting member will be notified of that decision. If a decision to reckon discipline is approved, the Chief or the Chief's designee shall notify the Director of Administration to remove the record of disciplinary action from the personnel file of the employee. This record will be sent back to the Chief of Detectives or his designee whereupon it will be prominently marked with a notation "reckoned" and placed in the Internal Investigation file which documented the events giving rise to the discipline. A notation will likewise be made on the file that the discipline has been reckoned. All information, reports and documents which gave rise to that discipline will henceforth be considered "sealed" and be made available only as a result of court order. Reckoned discipline will not be considered in any future administrative decisions.

3:5-3 RECKONING PERIOD

1) Letter of Reprimand Only - Where discipline resulted in only a letter of reprimand the reckoning period will be two years from the date of the letter; provided no additional disciplinary action has occurred or is pending at the time of the request for reckoning.

2) Loss of Time - Where discipline resulted in a loss of time the reckoning period will be three (3) years from the date of the notification letter, provided no additional disciplinary action occurred or is pending at the time of the request for reckoning.

3) Suspension and Loss of Pay - Where discipline resulted in a suspension and loss of pay the reckoning period will be five years from the date of the notification letter, provided no additional disciplinary action has occurred or is pending at the time of the request for reckoning.

When an additional disciplinary action has occurred prior to the eligible reckoning date, the reckoning period on the original discipline will extend to the eligible reckoning date of the second disciplinary action.

Resolution No. 97-1074

RESOLUTION TO ADOPT AGREEMENT BETWEEN THE MONMOUTH COUNTY
PROSECUTOR, THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS AND
PBA LOCAL 256

Freeholder STOMINSKI offered the following
resolution and moved its adoption:

WHEREAS, the Monmouth County Prosecutor, the Monmouth
County Board of Chosen Freeholders and the PBA Local 256 have
engaged in negotiations with regard to a new contract in a unit
of employees comprised of sworn Investigators employed by the
Prosecutor; and

WHEREAS, negotiations between the parties have been
successfully concluded and a written contract has been developed
which records their agreement; and

WHEREAS, the Board has been advised that the PBA Local
256 has ratified this agreement and that it is agreeable to the
Monmouth County Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth
County Board of Chosen Freeholders hereby adopts the agreement
with the PBA Local 256 for the period January 1, 1997 through
December 31, 1999 and in accordance with the terms therein set
forth in the agreement, a copy of which is to be filed with the
Clerk of the Board.

BE IT FURTHER RESOLVED that the Director and Clerk be and they are hereby authorized to execute the said agreement on behalf of the County.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the PBA Local 256, the Monmouth County Prosecutor, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

Seconded by Freeholder NAROZANICK and adopted on roll call by the following vote:

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-----|---------|--------|
| Mr. Stominski | (X) | () | () | () |
| Mrs. Handlin | () | () | () | (X) |
| Mr. Narozanick | (X) | () | () | () |
| Mr. Powers | () | () | (X) | () |
| Mr. Larrison | (X) | () | () | () |

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD

Richard Powers
Dec. 23 1997

CLERK