

Contract # 18

A G R E E M E N T

between

THE PROSECUTOR OF MIDDLESEX COUNTY  
STATE OF NEW JERSEY

and

FRATERNAL ORDER OF POLICE

LODGE NO. 41

THE MIDDLESEX COUNTY PROSECUTOR'S  
SUPERIOR OFFICERS ASSOCIATION

I N D E X

	<u>Page</u>
ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT .....	17
ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES.	21
ARBITRATION .....	20
BEEPER TIME .....	7
BEREAVEMENT .....	13
CALL BACK TIME .....	7
COMPUTATION ERRORS .....	32
DUES CHECKOFF & REPRESENTATION FEE IN LIEU OF DUES .....	26-28
DURATION OF CONTRACT .....	34
EMANATING POLICY .....	33
EXTRADITION .....	29
GRIEVANCE PROCEDURES .....	18-19
Arbitration .....	20
HOLIDAYS .....	11
HOURS OF WORK .....	5
LONGEVITY .....	8
MANAGEMENT RIGHTS .....	24
MEDICAL BENEFITS .....	9-10
N.J. State Health Benefits-Traditional Medical Coverage.....	9
Dental Plan .....	9-10
Drug Prescription Plan .....	10
Extended Medical Benefits .....	10
Health Maintenance Organization (H.M.O.) .....	9
N.J. State Health Benefits - Payment of Premiums for Retirees.	10
Vision Care .....	10
MILEAGE ALLOWANCE .....	30

INDEX (Cont.)

	<u>Page</u>
NO STRIKE OR LOCK OUT .....	25
OVERTIME .....	6-7
Beeper Time .....	7
PERSONAL DAYS .....	12
PERSONNEL FILES .....	23
PREAMBLE .....	1
PROMOTIONS .....	22
RECOGNITION .....	2
RIGHTS AND PRIVILEGES OF THE LODGE .....	3-3A
SEPARABILITY CLAUSE AND SAVINGS CLAUSE .....	31
SICK LEAVE .....	16-17
Accumulated Sick Time Payoff Upon Retirement .....	17
SIGNATURE OF THE PARTIES .....	32
VACATIONS .....	14-15A
WAGES .....	4-4A
Wage Increase Eligibility .....	4A

PREAMBLE

The Agreement made this 5<sup>th</sup> day of September 1991  
by and between the PROSECUTOR OF THE COUNTY OF MIDDLESEX, hereinafter  
referred to as the EMPLOYER, and the FRATERNAL ORDER OF POLICE,  
LODGE NO. 41, SUPERIOR OFFICERS ASSOCIATION, hereinafter referred to  
as the LODGE, is designed to maintain and promote a harmonious  
relationship between the PROSECUTOR OF MIDDLESEX COUNTY and such  
employees who are within the provisions of the Agreement, in order  
that more efficient and progressive public service may be rendered.

WHEREAS, the LODGE has been selected as the exclusive  
bargaining agent by the employees hereinafter defined, and

WHEREAS, the LODGE has been in negotiations with the EMPLOYER,  
and

WHEREAS, the LODGE and the EMPLOYER have agreed upon certain  
terms of employment as a result of the negotiations carried on pursuant  
to law;

NOW, THEREFORE, subject to law as herein provided, the parties  
hereto, in consideration of the following mutual promises, covenants,  
and agreements contained herein, do hereby establish the following  
terms and conditions which shall govern the activities of the parties  
and all affected employees:

## I. RECOGNITION

The Employer hereby recognizes the Lodge as the exclusive and sole representative for the collective negotiations concerning salaries, hours, and other terms and conditions of employment for all Superior Officers of the Middlesex County Prosecutor's Office Detective Bureau, but excluding the Chief of Detectives and Deputy Chief of Detectives.

Unless otherwise indicated, the terms "Superior Officer," "Employee," or "Employees" when used in this agreement refer to all persons represented by the Lodge in the above defined negotiating unit.

## II. RIGHTS AND PRIVILEGES OF THE LODGE

The Lodge shall have the rights to designate such members of the Lodge, which shall not exceed three (3), as it deems necessary as Lodge Representatives and they shall not be discriminated against due to their legitimate Lodge activities.

Authorized representatives of the Lodge shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal activities and duties relative to the enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.

Whenever any representative of the Lodge or any employee is mutually scheduled by the Parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he shall suffer no loss in pay.

Lodge representatives shall be allowed to attend Fraternal Order of Police conventions as provided by N.J.S.A. 40A:14-177.

The Lodge shall notify the Employer at least sixty (60) days prior to the annual Lodge conventions concerning dates of such conventions and the names of the appointed delegates.

The Employer agrees to make available to the Lodge all public information concerning the financial resources of the County on a reasonable basis with information which may be necessary for the Union to process any grievance, complaint, or Agreement. All requests shall be made through the Personnel Director.

The Lodge has reasonable use of bulletin boards and mailboxes in locations approved by the Employer.

Rights and Privileges of the Lodge (Cont.)

Copies of all orders, memos, rules, and communications affecting the wages, hours, and other terms and conditions affecting the Employees covered by this Agreement shall be furnished to the Lodge President and Secretary within a reasonable period of time.

III. WAGES

Effective January 1, 1990, all eligible employees covered under the terms of this Agreement will receive an increase of four percent (4%) retroactive to January 1, 1990 based upon their December 31, 1989 base salary.

Effective July 1, 1990, all eligible employees covered under the terms of this Agreement will receive an increase of three percent (3%) based upon their June 30, 1990 base salary.

Effective January 1, 1991, all eligible employees covered under the terms of this Agreement will receive an increase of four percent (4%) based upon their December 31, 1990 base salary.

Effective July 1, 1991, all eligible employees covered under the terms of this Agreement will receive an increase of three percent (3%) based upon their June 30, 1991 base salary.

The salary adjustment for Lieutenants shall reflect a 15% differential, inclusive of all Negotiated Wage Increases, in rank between the Lieutenant and Sergeant.

The salary adjustment for Captains shall reflect a 15% differential, inclusive of all Negotiated Wage Increases, in rank between the Captain and Lieutenant.

The pay scale as negotiated pursuant to the contract shall be in effect, which is as follows:

	<u>1-1-90</u>	<u>7-1-90</u>	<u>1-1-91</u>	<u>7-1-91</u>
SERGEANT	\$50,686	\$52,207	\$54,295	\$55,924
LIEUTENANT	\$58,289	\$60,037	\$62,439	\$64,312
CAPTAIN	\$67,031	\$69,042	\$71,804	\$73,957



Wages (Cont.)

Wage Increase Eligibility: It is further understood and agreed that employees being carried on approved leaves of absence shall receive the wage increases provided in accordance with this article upon their return to work.

Employees who sever employment with the County prior to the execution of this Agreement will not be included in the wage increase, with the exception of retirees and deceased employees. In the latter case, payment will be made to the deceased employee's estate.

#### IV. HOURS OF WORK

Employees will normally work during the hours of 8:30 a.m. to 4:15 p.m., with a forty-five (45) minute lunch, Monday through Friday, except when otherwise directed by the Prosecutor or his designee. Any change in the work schedule resulting in days off other than Saturday or Sunday shall provide for two (2) consecutive days off.

## V. OVERTIME

DEFINITION: Overtime is constituted as time worked in excess of seven (7) consecutive hours per day or the normal thirty-five (35) hours per week.

Any hours paid for at overtime rates shall not be pyramided or used again for computing other overtime pay in excess of the normal work week or for any other pay.

For the contract years 1990 and 1991, provisions shall be made to pay each employee overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) his/her regular rate of pay up to a maximum of \$2700.00 annually for hours worked in excess of seven (7) hours per day or the normal thirty-five (35) hour work week.

Overtime in excess of the amounts set forth above will be compensated for by compensatory time calculated at the rate of time and one-half ( $1\frac{1}{2}$ ). These compensatory hours shall not be accrued beyond a four hundred eighty (480) hour maximum in compliance with the Fair Labor Standards Act. Further, such a compensatory bank shall be inclusive of any existing compensatory time earned prior to the execution of this Agreement.

Upon reaching the four hundred eighty (480) maximum, any additional overtime will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular rate of pay.

Overtime and the payment of it must have the approval of the Prosecutor, his/her designee, or the Chief of Detectives or his/her designee.

Overtime shall be paid in the pay period immediately following the working of such overtime.

When an employee is required to work by order of the Assignment Judge, Prosecutor, Attorney General, or Chief of Detectives on a legal holiday, that time will be paid for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's

Overtime (Cont.)

regular rate of pay in addition to the regular day's pay, as part of the maximum sum allowed per year as set forth in the preceeding paragraph.

Any employee covered by this Agreement who while off duty and receives or is required to make a work related telephone call not receiving beeper compensation during his/her off duty hours and/or days off shall be considered "on duty" for the period of said telephone call or calls and shall be compensated in accordance with the overtime provisions of this Agreement. This provision shall not apply if an employee is telephoned as notification to report to duty. In that case the callback provision shall prevail.

Beeper Time: As of January 1, 1990, the Superiors who carry beepers shall receive fifteen dollars (\$15.00) a day for each day on call, whether or not the employee is in fact called out.

Call Back Time: If an employee is called back to work by the Prosecutor or his/her designee after working his or her regularly scheduled workday or Saturday, Sunday, or holiday and reports to work, the employee shall receive a minimum of four (4) hours at the rate of time and one-half ( $1\frac{1}{2}$ ) in pay, regardless of the actual time worked. It is further understood and agreed that the four (4) hour call-in pay will be payable only on a one-time basis in any one given twenty-four (24) hour period.

## VI. LONGEVITY

All eligible employees shall be entitled to longevity payments which shall be based upon their salary as of December 31st of the prior calendar year with a maximum base of thirty thousand dollars (\$30,000) starting with the completion of the eighth (8th) year of service as follows:

9 through 15 years	=	2%
16 through 20 years	=	5%
21 years and over	=	7%

The rate of longevity and schedules of payments shall continue as per past practice as defined in a Freeholder Resolution of March 18, 1971, as amended.

## VII. MEDICAL BENEFITS

A. All full-time and eligible part-time employees and employees' eligible family (as defined by N.J. State Health Medical Benefits - Traditional Medical Coverage) shall be covered by N.J. State Health Benefits - Traditional Medical Coverage or equivalent, at the Employer's expense. Major Medical eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured with approval of the F.O.P. #41 and upon a prior notice to the employee organization so long as equivalent coverage is provided.

B. Health Maintenance Organization (H.M.O.) - Several Health Maintenance Organizations are available to the employee as an alternate to N.J. State Health Benefits - Traditional Coverage, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

C. Dental Plan - The union hereby acknowledges that the County has solicited and received bids for a new dental plan. If current dental premiums increase in cost, and if employee elects either the modified coverage (36% employee participation) or the family coverage coverage (55% employee participation) the employee's monthly cost for said coverage shall also proportionately increase provided the employee's monthly cost does not increase by more than 15% of the employee's current monthly share.

If the employee's monthly cost increases greater than 15% of employee's current monthly share, County and union agree to meet, discuss, and negotiate the impact of any employee's cost increase greater than 15% of employee's current monthly share.

The employer agrees to contribute to the prepaid DMO plan the same amount as it contributed for the basic plan

Retirees receiving a pension under the Police and Firemen's Retirement System or Public Employees Retirement System will be permitted to carry their Drug Prescription and Dental Plans at the prevailing County group rates at their expense. (This paragraph shall either apply or not apply pending final determination of the New Jersey Health Benefits Commission).

D. Drug Prescription Plan - All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay of \$1.25 per prescription by the employee.

E. Payment of N.J. State Health Benefits - Traditional Medical Coverage for Retirees - Pursuant to N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally administered retirement system, the payment of N.J. State Health Benefits- Traditional Medical Coverage, Major Medical, or an equal amount to a Health Maintenance Organization as addressed in Article VII, Section B of this Agreement.

F. Vision Care Program - All full-time employees of this bargaining unit who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination	\$50.00
Lenses and Frames -or- Contact Lenses	\$60.00

The total reimbursement shall be a total of \$110.00 for a combined cost of the above.

G. Extended Medical Benefits - The County will extend, to a maximum of ninety (90) days, the health insurance coverage of eligible employees and their covered dependents enrolled in the State Health Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the County paying the cost.

Medical Benefits (Cont.)

E. Payment of Blue Cross-Blue Shield Premiums for Retirees -

Pursuant to N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally administered retirement system, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums, or an equal amount to a Health Maintenance Organization as addressed in Article VII, Section B of this Agreement.

F. Vision Care Program - All full-time employees of this

bargaining unit, who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination - \$45.00

Lenses and Frames -or- Contact Lenses - \$55.00

The total reimbursement shall be a total of \$100.00 for a combined cost of the above.

G. Extended Medical Benefits - The County will extend, to a

maximum of ninety (90) days, the health insurance coverage of eligible employees and their covered dependents enrolled in the State Health Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the County paying the cost.



### VIII. HOLIDAYS

All employees shall receive the following holidays with pay:

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

When an employee is scheduled to work a holiday, he/she shall be paid at his regular hourly rate for the holiday, seven (7) hours plus time and one-half ( $1\frac{1}{2}$ ) for all hours worked on the holiday.

## IX. PERSONAL DAYS

All employees shall have four (4) personal days in addition to those previously mentioned for any personal purposes. Personal days may not be accumulated. Personal days may be taken on separate days or consecutively; however, the employee should give the Employer three (3) days notice for one (1) personal day, four (4) days notice for two (2) consecutive personal days, and five (5) days notice for three (3) consecutive personal days to be taken by the employee.

Exceptions to the above notice requirements shall be recognized in emergency situations subject to verification.

## X. BEREAVEMENT

All full-time employees shall be eligible to receive a maximum of five (5) full-time days leave in the event of the death of his/her spouse or child.

All full-time employees shall be eligible to receive a maximum of three (3) full-time days leave in the event of the death of his/her current son-in-law, current daughter-in-law, parent, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunts, and uncles or any other relative living in the immediate household.

It is understood and agreed that his/her bereavement leave will be communicated to the Department Head by the employee, and said employee consisting of three (3) or five (5) days leave of absence (as stated above) consisting of three (3) or five (5) working days next following the day of death -Or- the time of bereavement leave will be allowed to be taken within a ten (10) day period at the discretion of the employee with a prior notification to his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) or five (5) days. However, it is understood that the hours not worked shall be used in computing overtime pay for hours worked in excess of thirty-five (35) in the work week or any other pay.

If an employee is on vacation leave or sick leave and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply.

## XI. VACATIONS

A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the calendar year ending December 31st.

If separation occurs before the end of the year and more vacation days have been taken than is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

All employees shall be granted vacation leave based upon the following schedule:

<u>Year of Service</u>	<u>Amount of Vacation</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first year or more	Twenty-five working days during each year of service.

Vacations (Cont.)

It is understood that when reference is made to six to nine years, etc., six means the start of the sixth year, etc.

The Employer and his delegated representative shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the New Jersey State Department of Personnel concerning emergencies, etc., shall be observed by both parties.

If an employee is ordered by the Prosecutor, or his designee, to cancel his/her scheduled vacation leave within ten (10) days of the scheduled leave date, the employee will be reimbursed any monies lost (deposits, airline tickets, etc.) as a result of such cancellation. It is understood and agreed that the employee shall submit to the County a copy of deposits, ticket payments, etc.

Vacation time may be used on a day-to-day basis where agreed to by the employee's supervisor. It shall be assumed that an employee with one or more years of service will remain in the service for the full calendar year, or portion thereof, from date of hire and is entitled to use all vacation time for that year when requested as permitted by the vacation schedule. Any employee leaving the services of the County shall have unused vacation time paid him; this shall be on a pro-rated basis on one day for each month of service. In addition, excess vacation time will be deducted from the employee at termination.

Vacations (Cont.)

For the contract year 1990 vacation schedules shall be submitted to the Prosecutor no later than April 1, 1990.

For the contract year 1991 vacation schedules shall be submitted to the Prosecutor no later than April 1, 1991.

## XII. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive year.

All other proper and authorized leaves as provided in the rules of the New Jersey State Department of Personnel shall be recognized and constitute a part of this Agreement.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be changed to sick leave.

During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an employee may take an accumulated sick leave. In the event a leave

Sick Leave (Cont.)

with pay is granted, the sick leave used by the employee will be recredited to the employee and the sick leave injury will be retro-active to the date which is determined by the effective date of the Freeholder Resolution adopting same.

Furthermore, all of the requirements of N.J.S.A. 34:15-1 shall govern and control the injury leave and compensation benefits including the requirements for reimbursement and the basis for not granted an injury leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

Accumulated Sick Time Payoff Upon Retirement

Employees covered under the terms of this Agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation, one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$15,000) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.



### XIII. GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment.

Any employee wishing to process his own grievance may do so, but no settlement shall be made inconsistent with this Agreement.

It is understood that N.J.S.A. 2A:157-2-10 are incorporated into this contract by reference.

Step 1. The Union shall present the employee's grievance or dispute to the Chief of County Detectives within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Chief shall attempt to adjust the matter and shall respond to the employee within five (5) working days. Any settlement of a grievance will be limited to the date of written grievance.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Lodge representative to the Prosecutor or his designee in writing five (5) working days after the Chief's response is due. The Prosecutor or his designee shall respond to the Lodge representative in writing within five (5) working days.

Grievance Procedure (Cont.)

Step 3. If no settlement of the grievance has been reached between the parties, either one or both shall move the grievance to arbitration within thirty (30) days of receiving the answer from the Prosecutor.

Employee grievances shall be presented to the employer on forms prepared by the County. The grievance procedure as contained in this contract shall be strictly adhered to.

#### XIV. ARBITRATION

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the Lodge. The Arbitrator shall hear the matter on the evidence, and within the meaning of this Agreement, and upon such rules and regulations as may be in effect by the New Jersey State Department of Personnel which might be pertinent, render his decision in writing, which shall be advisory. The cost of the arbitrator's fee shall be shared by the Employer and the Lodge. Requests for transcripts of proceedings shall be paid by the party making the request. Time extensions may be mutually agreed to by the Employer and the employee.

Only economic grievances that would affect an employee's income, hours, or economic fringe benefits may be submitted to binding arbitration. If a dispute arises as to the determination of whether a grievance is economic or non-economic in nature, the parties will file the appropriate documents pursuant to N.J.A.C. 19:16-6.2 and then P.E.R.C. shall render a decision on the matter. The parties agree to abide by the final decision in the issue determination.

XV. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES

The Employer and the Lodge understand and agree that all rules and procedures promulgated by the New Jersey State Department of Personnel concerning any matter whatever shall be binding upon both parties.

## XVI. PROMOTIONS

Promotional positions shall be filled in accordance with New Jersey State Department of Personnel Rules, and eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled.

An employee whose class of employment indicates a higher class is available according to New Jersey State Department of Personnel job titles shall be given an opportunity to advance to the higher class and higher range of pay by mutual consent of both parties, provided the employee has served in a satisfactory manner in the lower class for a period of at least one year. If a disagreement arises, said disagreement shall be subject to the grievance procedure.

An employee at the maximum pay range for his class of employment shall be given the opportunity to advance to the next higher class where available.

When an employee is promoted, he/she will move in salary to the next pay step of the rank promoted to which is greater than his/her present salary.

Since the New Jersey State Department of Personnel is the final authority with regards to all procedures dealing with examinations, promotions, etc., nothing contained herein shall be construed to supersede such procedures.

## XVII. PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel file upon request to the Chief of Detectives. The employer recognizes and agrees to permit the review and examination at any reasonable time. The employee shall have the right to define, explain, or object, in writing, to anything found in his/her personnel file. This writing shall become a part of the employee's personnel file.

Whenever a writing reflecting any disciplinary action is placed in the employee's personnel file, the employee shall be notified of that fact.

Unless required by New Jersey State Department of Personnel Rules and/or regulations, any unfavorable, derogatory, or negative evaluations and warning notices will be deleted from the employee's personnel file, providing there are no re-occurring incidents for a period of ten (10) years, unless otherwise stated on the reprimand.

XVIII. MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto himself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in him prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States and the case law interpreting same.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be in accordance with the terms of this Agreement and limited only to the extent such terms hereof are in violation with the Constitution and Laws of New Jersey and the United States.

XIX. NO STRIKE OR LOCK-OUT

Neither the Lodge, any employee, or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or lock-out. In the event that any employee violates the terms of the no strike clause, the Employer shall have the right to discharge or otherwise discipline such employee.



XX. DUES - CHECK OFF

Upon presentation to the Employer of a check-off card signed by individual employees, the County will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization.

Thereafter, the County will, not later than the fifteenth (15th) day of the succeeding month, forward a check in the amount of all dues withheld during the proceeding month for this purpose to the Lodge Representative entitled to receive same.

The said Lodge Representative shall be appointed by resolution of the Lodge and certified to the Employer by the Lodge.

Representation Fee in Lieu of Dues

If an employee covered by this Agreement does not become a member of the Lodge during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Lodge for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Lodge as majority representative.

Prior to the beginning of each membership year, the Lodge will notify the County in writing of the amount of the regular membership dues charged by the Lodge to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

Dues - Check Off (Cont.)

Once during each membership year covered in whole or in part by this Agreement, the Lodge will submit to the County a list of those employees who have not become members of the Lodge for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph (D), the full amount of the representation fee and promptly will transmit the amount so deducted for the Lodge.

The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

Ten (10) days after receipt of the aforesaid list by the County; or

Twenty (20) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which even the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Lodge will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues to the Lodge.

Dues - Check Off (Cont.)

The Lodge will notify the County in writing of any changes in the list provided for in Paragraph (C) and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.

The Lodge agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Lodge.

## XXI. EXTRADITION

Any member of this bargaining unit who is assigned to out-of-state extradition duty shall receive forty dollars (\$40.00) per diem for reimbursement of food and shall additionally be reimbursed for lodging expenses and travel expenses. It is understood that the employee will submit the required receipts containing the details of all claimed expenses.

It is further understood that a pro-rata diem payment will be made as follows:

1. Four hours or less - or one meal - \$25.00
2. Four to six hours - or two meals - \$30.00
3. Six to eight hours - or three meals - \$40.00

Travel shall be arranged and paid for by the office.

Members on out-of-state extradition may request separate rooms which may be approved at the discretion of the Chief of Detectives.

A member may direct a request for a layover to the Chief of Detectives.

The number of members sent on an out-of-state extradition shall be in the sole discretion of the Employer.

The practice of overtime compensation after seven hours work, calculated from the time the member leaves home, shall be continued.

## XXII. MILEAGE ALLOWANCE

Whenever an employee shall be required to use his/her personal vehicle in any job-connected capacity, he/she shall be entitled to an allowance of the prevailing County rate per mile. Additional expenses such as parking, tolls, etc., shall be paid upon submission of a receipt and voucher.

### XXIII SEPARABILITY CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulation or decrees, such decision shall not invalidate the entire Agreement; it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

In the event of such findings, the Employer and the Lodge will agree to meet within thirty (30) days to negotiate on the replacement of the Article or Section.

### XXIII(A). SAVINGS CLAUSE

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become a part of this Agreement, including any and all verbal or written agreements pertaining to working conditions made with the Middlesex County Prosecutor.

It is agreed that all general fringe benefits given to all other County employees by General County Policy, will also be granted to the employees covered by this Agreement.

XXIV. COMPUTATION ERRORS

During the life of this contract, computation errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent.

XXV. EMANATING POLICY

It is mutually further understood and agreed that any emanating County policy will become a part of this Agreement.



XXVI. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1990 until December 31, 1991. All provisions therein negotiated for the contractual year 1990, unless otherwise provided, shall be retroactive as of January 1, 1990. All provisions therein negotiated for the contractual year 1991, unless otherwise provided, shall be retroactive as of January 1, 1991.

All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

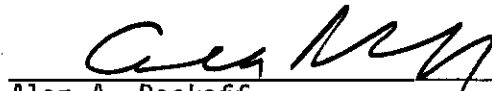
This Agreement may be reopened by either party for the 1992 negotiations upon notice in writing at least sixty (60) days and no more than one hundred and twenty days (120) days prior to December 31, 1991.

LODGE:

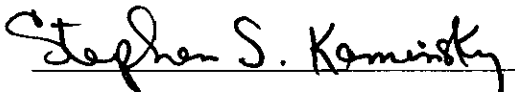
EMPLOYER:



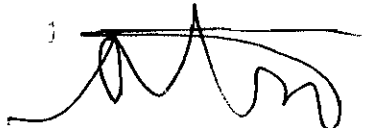
President, FOP Lodge #41



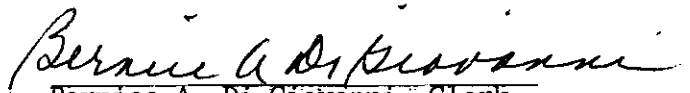
Alan A. Rockoff  
Prosecutor



Representative, FOP Lodge #41



Stephen J. Capestro, Director  
Board of Chosen Freeholders



Bernice A. Di Giovanni, Clerk  
Board of Chosen Freeholders