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A G R E E M E N T

PROSECUTOR OF THE COUNTY OF PASSAIC

AND

PASSAIC COUNTY PROSECUTOR'S SUPERIOR OFFICERS' ASSOCIATION

1991 - 1992

AGREEMENT

THIS AGREEMENT entered into this *25* day of *March*, 1992, by and between the PROSECUTOR OF THE COUNTY OF PASSAIC (hereinafter the "Employer") and PASSAIC COUNTY PROSECUTOR'S SUPERIOR OFFICERS' ASSOCIATION (hereinafter the "Association").

PREAMBLE

Both parties recognize that the paramount purpose of this Agreement is to maintain the high standards of excellence, morale and performance now in existence in the Passaic County Prosecutor's Office.

Other purposes of this Agreement are:

- (a) The promotion of harmonious relations between the Employer and its employees;
- (b) The establishment of an equitable and peaceful procedure for the resolution of differences;
- (c) The establishment of fair rates of pay, hours of work and other conditions of employment satisfactory to both parties; and
- (d) The prevention of the interruption of the efficient and effective operation of the Employer, which operation is essential to the well-being of the citizens of Passaic County.

R.F. [Signature]

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ARTICLE I - MANAGEMENT RIGHTS

The public Employer retains the right in accordance with applicable laws and procedures, to:

- (a) Direct employees.
- (b) Hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees and including the right to take disciplinary action when an employee fails to comply with management requests.
- (c) Relieve employees from duties because of the lack of work or for other legitimate reasons.
- (d) Maintain the efficiency of the government operations entrusted to it.
- (e) Determine the methods, means and personnel by which such operations are to be conducted.
- (f) Take whatever action may be necessary to carry out its functions in situations of emergency.



ARTICLE II - RECOGNITION

The Employer recognizes the Association as the sole and exclusive authorized bargaining representative for all superior officers, including the chief of investigators, employed by the Passaic County Prosecutor but excluding all other police officers and employees including craft workers, professionals, confidential employees, managerial executives and supervisors within the meaning of the Act.

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ARTICLE III - PERSONAL LEAVE

(A) Every employee shall be permitted a maximum of three (3) personal leave days per year with pay.

(B) The employee shall provide three (3) days advance notice of such leave except in the event of personal emergency. Approval of such leave requests shall not be unreasonably refused. Except as provided herein such leave shall not be cumulative.

(C) In the event the Employer does not approve the employee's leave request and as a result one or more of the personal leave days is not taken within the calendar year as per past practice, then the unused personal leave day(s) may be carried over to the next calendar year.

(D) An employee may request of the Employer, for good cause shown, to carry over personal leave day(s) to the next calendar year. Approval of such requests shall be within the discretion of the Employer.

(E) Personal leave days may be taken by the employee in half-day increments.

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ARTICLE IV - BEREAVEMENT LEAVE

Bereavement Leave Pay

(A) Employees covered by this Agreement shall be allowed three (3) days off with pay at the employee's straight time pay for death in the immediate family.

(B) The immediate family for the purpose of this section is defined as a spouse, children, including step and foster children, employee's natural parents and current step-parents, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law.

(C) Each employee covered by this Agreement shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

(D) Employees covered by this Agreement shall be allowed one (1) day off with pay at the employee's straight time pay to attend the funeral of other family members, provided the funeral occurs on a regular workday.

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ARTICLE V - SICK LEAVE

(A) Every employee covered by this Agreement shall earn payment for absence due to illness at the rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month.

(B) Unused sick days shall be cumulative from year to year.

(C) After an employee has used ten (10) or more sick days in any one calendar year, the Employer shall have the right to demand that the employee furnish a note from his doctor that said employee was in fact ill.

(D) After an employee has used five (5) continuous sick days, the Employer shall have the right to demand that the employee furnish a note from his doctor that employee was in fact ill.

(E) Newly hired employees shall earn sick leave at the rate of one (1) day for each month of completed service during the remainder of the calendar year of their employment.

(F) Upon retirement, an employee shall be entitled to the cash equivalent of one-half of his total remaining and accrued sick time, up to a maximum of \$12,000.00.

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ARTICLE VI - HOLIDAYS

(A) The following days are recognized paid holidays, except as modified herein:

1/2 day New Year's Eve
New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day and day after
1/2 day Christmas Eve
Christmas Day

(B) The Association recognizes the right of the Employer to require employees to work on holidays.

(C) If an employee is required to work on a holiday, he shall be compensated for such work at two (2) times the employee's regular rate for all hours worked, or compensatory time at two (2) times the hours worked, whichever method the employee selects, provided that such payment shall be in cash unless the employee elects compensatory time.

(D) If a holiday falls on Saturday, it shall be celebrated on Friday. If a holiday falls on Sunday, it shall be celebrated on Monday.

(E) If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or extend the vacation period by one (1) day at the Employer's option.

ARTICLE VII - VACATIONS

(A) All employees are entitled to vacation leave with pay.

Compensation is as follows:

1. 1-5 years of service - 12 working days each year
2. 6-10 years of service - 15 working days each year
3. 11-15 years of service - 18 working days each year
4. 16-20 years of service - 20 working days each year
5. 20 years of service and - 22 working days each year

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(B) Vacation leave should be credited and available for use on January 1st of each year and the amount of leave is dependent on the number of years of service.

(C) Probationary employees may not utilize vacation time during their probationary period, but at the end of the probationary period the employee shall be entitled to one accrued vacation day for every month worked during the probationary period, provided the employee is not terminated either during or at the end of the probationary period. Employees so terminated are not entitled to vacation leave, nor to compensation for same.

(D) After probation and during the first year of service up to January 1st, employees accrue one day for each month of service. As of January 1st, all employees are credited for the appropriate number of days in advance for the coming year.

(E) During the calendar year in which the anniversary date of an employee's actual years of service would entitle the

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ARTICLE VII - VACATIONS (continued)

employee to advance to the next level of vacation leave compensation, the employee shall be entitled to a pro rata share of the increase in vacation leave compensation, as follows:

For steps 2 and 3, if the anniversary date falls between January 1st and April 30th, the employee shall be entitled to three (3) additional vacation days during that calendar year. If the anniversary date falls between May 1st and August 31st, the employee shall be entitled to two (2) additional vacation days during the calendar year. If the anniversary date falls between September 1st and December 31st, the employee shall be entitled to (1) additional vacation day during that calendar year.

For steps 4 and 5, if the anniversary date falls between January 1st and June 30th, the employee shall be entitled to two (2) additional vacation days during that calendar year. If the anniversary date falls between July 1st and December 31st, the employee shall be entitled to one (1) additional vacation day during that calendar year.

Additional vacation days earned during a calendar year as a result of the change in vacation leave entitlement shall be credited as of January 1st of that calendar year.

(F) An employee who becomes ill during his vacation will not be charged vacation leave, but rather sick leave for the period of illness, provided the employee furnishes satisfactory proof such as a doctor's certificate of the illness to the Employer upon return to work.

ARTICLE VII - VACATIONS (continued)

(G) An employee may request of the Prosecutor or his designee, the right to carry over into the next calendar year unused vacation days. Approval of such requests shall not be unreasonably denied. The carry over may not exceed one calendar year value.

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ARTICLE VIII - HEALTH AND INSURANCE BENEFITS

(A) Except as provided herein, all health insurance, dental insurance, life insurance, disability insurance and the Prescription Drug Plan shall remain in effect as per past practice.

(B) It is agreed that investigators, senior investigators and detectives promoted to a superior officer position after the date of the signing of this contract shall retain the health insurance plan to which they were entitled in their former title at the time of the promotion.

(C) It is further agreed that any new superior officers hired from outside the existing staff of the Prosecutor's Office after the date of the signing of this Agreement shall have an increased deductible for their health insurance. Said deductible shall be \$200.00 for the employee and \$200.00 for family members for a maximum total deductible of \$400.00.

(D) In the event that the County changes its present insurance carriers and/or insurance plans, the new coverage for any and all health and insurance benefits shall be equal to or greater than, but not less than, the benefits and coverage levels presently in effect.

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ARTICLE VIII - HEALTH AND INSURANCE BENEFITS

(continued)

(E) In the event the Employer desires to change health care providers, or enter into a program of self-insurance regarding coverage for any existing benefits, the Association agrees to re-open negotiations solely as to that issue; provided, however, that no change shall be made in the benefits provided for in this Article without the full consent of both parties.

(F) In the event an employee is laid off (not resigned, terminated, or retired), the hospitalization and prescription insurance benefits shall continue for a period of ninety (90) calendar days except if paid for by another employer.



ARTICLE IX - EDUCATIONAL INCENTIVE

Effective January 1, 1989, all employees covered by this Agreement who have attained an associates level degree shall receive thereafter an annual education incentive payment of Five Hundred (\$500) Dollars. The annual incentive payment to employees who have completed a bachelor's level degree shall be Eight Hundred Fifty (\$850) Dollars effective January 1, 1989. Such incentive payment shall be payable no later than the first payroll period in October of the respective year, by separate check from the regular payroll period check due at the time of payment.

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ARTICLE X - EMPLOYEE LIABILITY

The Employer and the County shall provide legal defense and indemnification in all cases in accordance with the terms of the prevailing law at the time the claim arises.

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ARTICLE XI - NON-DISCRIMINATION

The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

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ARTICLE XII - FULLY BARGAINED PROVISIONS

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

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ARTICLE XIII - SEPARATION OF EMPLOYMENT

(A) Upon discharge, the employee will receive no later than the next pay period all monies to which he is entitled.

(B) Upon resignation, the employee will receive no later than the next pay period all monies to which he is entitled, provided that the employee has notified the Employer at least two (2) weeks prior to such resignation.

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ARTICLE XIV - GRIEVANCE PROCEDURE

(A) Definition

For purpose 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 or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement which govern terms and conditions of employment.

(B) Procedure

Step 1: Within ten (10) working days of its occurrence the matter shall be reduced to writing on an approved grievance form and submitted to the First Assistant Prosecutor. The First Assistant Prosecutor shall respond in writing no later than ten (10) working days from receipt of the written grievance.

Step 2: In the event the grievance is not resolved at Step 1, then the matter may be appealed within ten (10) working days in writing to the Prosecutor. The ten (10) working day period for appeal to the Prosecutor shall run either from the date of receipt of the First Assistant Prosecutor's written response or upon the completion date of Step 1 where there is no response. The Prosecutor shall have ten (10) working days in which to respond.

Step 3: In the event the grievance is not resolved at Step 2, then the Association and only the Association may submit the matter with ten (10) working days to binding arbitration in accordance with the procedures of the New Jersey Public Employment Relations Commission.



ARTICLE XIV - GRIEVANCE PROCEDURE

(continued)

The written request for arbitration by the Association must be filed with the Public Employment Relations Commission and a copy served upon the Prosecutor's response at Step 2.

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ARTICLE XIV - GRIEVANCE PROCEDURE (continued)

- (1) No response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.
- (2) Written dispositions of all grievances shall be forwarded to the Association.
- (3) In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
- (4) Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned.
- (5) Documents, communications or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.
- (6) Meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.
- (7) A grievance must be raised at Step 1 no later than ten (10) working days following its occurrence.
- (8) Nothing in this Agreement or grievance procedure shall affect or apply to the right of the Employer to discipline or discharge employees nor deprive any employee of their rights in such cases pursuant to civil service rules and regulations or otherwise.

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ARTICLE XV - EXISTING POLICIES

(A) The provisions of any valid and existing Board of Chosen Freeholder Ordinances or Resolutions validly providing employment benefits with regard to matters covered by this Agreement shall remain in effect unless this Agreement provides for some other benefit.

(B) In the event the Board of Chosen Freeholders negotiates an improvement in any fringe benefit on a County wide basis or with another law enforcement agency, then the employees in this bargaining unit shall have the right to request immediate negotiations as to such issue only, any other provisions of this Agreement to the contrary notwithstanding. In the event the parties reach impasse in such negotiations, then either party shall have the right to submit the dispute to binding interest arbitration in accordance with the provisions of the New Jersey Employer-Employee Relations Act then prevailing in such cases for arbitration of such disputes in the case of policemen.

For the purposes of this Agreement, any cost-of-living adjustment granted by the County shall be considered as a fringe benefit.

(C) The Prosecutor of the County of Passaic agrees that all benefits, terms and conditions of employment relating to the status of Passaic County Prosecutor's Office, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

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ARTICLE XV - EXISTING POLICIES

(continued)

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

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ARTICLE XVI - SALARIES

- (A) Effective January 1, 1991, there shall be a six percent (6%) cost-of-living adjustment.
- (B) Effective April 1, 1992, there shall be a three percent (3%) cost-of-living adjustment.
- (C) Effective October 1, 1992, there shall be a four percent (4%) cost-of-living adjustment.
- (D) Increments shall be paid when due to all eligible employees according to the employee's anniversary date, pursuant to the Salary Guide For Superior Officers of the Passaic County Prosecutor's Office, a copy of which is attached to this Agreement. That is, an employee hired between January 1st and June 30th in a given year shall advance one step every January 1st thereafter. An employee hired between July 1st and December 31st in a given year shall advance one step every July 1st thereafter. All employees shall continue to advance to a higher step each year.
- (E) Step 7 of the Sergeant salary range shall be increased as indicated on the attached Salary Guide in order to provide a \$1,000 differential between that step and the eighth step of the Detective/Senior Investigators salary range.

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ARTICLE XVII - LONGEVITY

(A) For the year 1991, Longevity Pay shall be determined in accordance with past practice.

(B) Effective January 1, 1992, Longevity Pay shall be determined by length of employment as follows:

2% of base pay at the beginning of 7 years

4% of base pay at the beginning of 10 years

6% of base pay at the beginning of 15 years

8% of base pay at the beginning of 20 years

10% of base pay at the beginning of 25 years

(C) It is agreed that investigative employees hired after December 9, 1991 and therefore not entitled to received longevity benefits pursuant to Article XVII, Paragraph C, Page 23 of the 1991-1992 Agreement with PBA Local 265, shall continue to not be entitled to longevity benefits if promoted to a superior officer position, unless the Prosecutor had elected to exercise his authority to extend same upon hiring as referenced in that Article. Also, any superior officers who are hired from outside the existing office staff after the signing of this Agreement shall not be entitled to receive longevity benefits during the course of their employment with the Prosecutor's Office unless the Prosecutor, in his sole discretion, elects to extend such benefits if he deems same appropriate in an individual hiring context.

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ARTICLE XVIII - SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

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ARTICLE XIX - WORK INCURRED INJURY

Where an employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Prosecutor, may reasonably require the said employee to present such certificates from time to time.

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Prosecutor or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or, if there is an appeal therefrom, the final decision of the last reviewing court shall be binding upon the parties.

For the purpose of this Article, injury or illness incurred while the employee is attending an Employer sanctioned training program, shall be considered in the line of duty.



ARTICLE XIX - WORK INCURRED INJURY (continued)

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgement, or, if there is an appeal therefrom, the final decision of the last reviewing court.

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

In the event of disagreement concerning whether the injury is disabling or work-connected, the matter may be submitted to an arbitration panel of three (3) physicians - one of the employee's choice, one of the Employer's choice and a third selected by the two (2) physicians appointed by the parties.

ARTICLE XX - 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, and may be used for evaluation purposes.

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 Prosecutor or his designated representative.

Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to the employee and he shall be given the opportunity to rebut any material if he so desires, and he shall be permitted to place said rebuttal in his file. In such cases, the employee shall be furnished with all the details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, unless such removal is agreed upon by both the Employer and the employee. Unless so agreed, removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

Each employee shall be supplied with a written certification from the County, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the employee.



ARTICLE XXI - INVESTIGATION OF SUPERIOR OFFICERS

In an effort to insure that departmental investigations 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 the office shall be at a reasonable hour, preferably when the member of the office is on duty, unless the exigencies of the investigation dictate otherwise.
- (2) The interrogation shall take place at a location designated by the Prosecutor. Usually it will be at the Prosecutor's Office or the location where the incident allegedly occurred.
- (3) The member of the office shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the office is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the office shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Prosecutor's Office shall afford an opportunity for a member of the office, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of the member of the office, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

ARTICLE XXI - INVESTIGATION OF SUPERIOR OFFICERS
(continued)

- (7) In cases other than department investigations, if a member of the office is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the provisions of the United States and New Jersey Constitutions, as well as the current decisions of the United States Supreme Court and the appellate courts of the State of New Jersey.
- (8) Nothing herein shall be construed to deprive the Prosecutor's Office or its officers of the ability to conduct the routine and daily operations of the office.
- (9) These rules shall apply to personal interrogations of members, but shall not apply to requests for written reports.



ARTICLE XXII - OVERTIME

(A) Basic Overtime

All employees covered by this agreement shall be expected to work a five-day week at 7.75 hours per day, with one hour for lunch, for a total of 38.75 hours per week, or 2015 hours per year. A "regular work week" shall consist of Monday to Friday, 8:45 a.m. to 4:30 p.m., except as provided herein.

Any work in excess of this basic five-day, 38.75 hour week shall be compensated in cash, except as provided herein, at the rate of one and one-half time the employee's regular hourly rate (time and half or double time on a holiday) for each hour of overtime worked. The respective employee's annual base wage shall be divided by 2015 to determine an hourly rate; that figure shall be multiplied by 1.5 to determine the overtime pay rate.

Any time worked in excess of 7.75 hours in any one 24 hour period shall be compensated at the overtime rate. Any time worked in excess of 38.75 hours during any seven day calendar week shall be compensated at the overtime rate.

There shall be no split shifts. An employee reporting for work on a regular work day shall work 7.75 hours consecutively to the end of his regular work day. That employee shall be compensated only for the time required to complete the particular assignment. All of said recall time shall be

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considered overtime, and shall be compensated at the "time and a half" overtime pay rate. Any recalled employee shall receive a minimum of two (2) hours overtime pay per assignment.

(B) Work Schedules

The Association recognizes the absolute right of the Employer to alter work schedules of employees on an emergent basis as the needs of office efficiency and public safety so require. In no event, however, may a work schedule be altered solely for the purpose of avoiding overtime. If an employee is requested to perform an assignment outside of normal duty hours, the employee shall work regular tour of duty, and shall report back on duty at the requested time. All compensation for time worked on assignments outside normal duty hours shall be compensated at the overtime pay rate. All employees requested to work extra duty assignments shall receive a minimum of two (2) hours overtime pay per assignment. This clause shall pertain solely to occasional, sporadic extra duty assignments arising on any irregular basis, including but not limited to raids, arrests or spot surveillances.

In the event that the Employer or a designated subordinate determines that a need has arisen for an alteration of an employee's work schedule, such as a wiretap and related surveillance, a raid or a unit-wide second shift, then an employee's work schedule may be so altered. An employee's work schedule may be so altered without entitling the employee to overtime, provided the alteration is upon 24 hours notice. The period of 24 hours notice is to be counted back from the commencement of work by the employee under the revised work

schedule. Employees who regularly attend night sessions of a municipal court shall continue to work a regular day tour and shall be compensated at the overtime pay rate for the extra-duty at night.

Re-assignment of an employee due to a wiretap and related surveillance shall occur at the sole discretion of the Employer or his designated subordinate. Re-assignment of an employee to a "permanent, unit-wide second shift" shall be a management prerogative.

A "permanent, unit-wide second shift" shall mean a sustained, regular tour of duty outside the "regular work week", consisting of five sequential shifts of 7.75 hours each, to a maximum of 38.75 hours per seven-day week, and shall affect an entire squad. Any work in excess of this basic five-day, 38.75 hour week shall be compensated as overtime using a method identical to that outlined in paragraph A of this Article.

(C) Compensatory Time

Notwithstanding any provisions contained in this Article to the contrary, an employee may elect to receive part of his or her overtime compensation as "compensatory time" in lieu of a cash payment. "Compensatory time" shall mean time available to the employee to use as authorized personal leave time from the employee's regular shift, similar to vacation time as defined in Article VII and personal time as defined in Article III; however, compensatory time may be taken in half days or day increments.

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Compensatory time shall be earned at the rate of one and one-half (1.50) hours for each hour of overtime worked. In order to earn an entire day off from work, an employee must accumulate eight (8) hours of compensatory time for each day off or four hours for a half-day off. An employee shall provide three (3) days advance notice for a "comp day" except in the event of personal emergency. An employee desiring to use less than a full day of compensatory time shall provide twenty-four (24) hours advance notice. Compensatory time requests shall not be unreasonable denied.

Compensatory time may be carried indefinitely; however, no employee may carry compensatory time in excess of forty (40) hours at any given time without the consent of the Prosecutor. Any overtime work thereafter must be compensated for in cash until the employee reduces his time, whereupon he may again earn and carry up to 40 hours.

No employee shall be required to use compensatory time in place of a request for vacation leave, personal time or sick time. Upon separation of employment, any remaining compensatory time shall be converted to cash overtime and paid to the employee.

(D) General Provisions

Overtime shall be submitted monthly and shall be paid no later than the second pay period of the month following submission.

ARTICLE XXIII - USAGE OF AUTOMOBILES

The Employer agrees that it is the sole and exclusive obligation of the Employer to provide and pay for all vehicles it deems necessary for the effective performance of the duties required by the Employer, with no cost of any kind whatsoever to the employee.

At no time shall an employee be required to use a personal vehicle for office business.

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ARTICLE XIV - PETTY CASH FUND

There shall be a Petty Cash Fund administered pursuant to the agreement of the parties. The Petty Cash Fund shall be established and conducted in accordance with State guidelines as published by the Attorney General. The Petty Cash Fund shall be maintained at a single location and exists for the purpose of advancing to employees such costs as lunch money, tolls and parking costs as may be needed in the course of conducting the Prosecutor's business. The practice of receipts and vouchers shall be continued.

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ARTICLE XXV - CREDITED TIME

In the event the Prosecutor's Office is closed (such as emergency snow day or other office closing) Bargaining Unit employees shall be entitled to said day off or time off.

In the event an employee is required to work on that day, said employee shall be credited with an equal number of lost hours to be used at straight time rates on another day.

R.F.
SH

ARTICLE XXVI - RETROACTIVE PAYMENT

Retroactive payment of salary increases and educational incentive shall be paid by separate check from the regular payroll period check due at the time of payment.

R.F.
At

ARTICLE XXVII - CONTRACT COPY

The Employer shall provide one copy of the Agreement herein for each employee covered thereunder.

R. J.
AH


ARTICLE XXVIII - TERM AND RENEWAL

(A) This Agreement shall remain in effect until December 31, 1992, or until a successor agreement is reached. In the event such a successor agreement is not reached by December 31, 1992, both parties expressly intend and agree to continue to remain bound by the terms of this Agreement in all respects during any interim period until a successor agreement is reached.

This means, inter alia, that during any such interim period, the Employer specifically agrees to continue to:

1. Award all salary step increases an employee may be entitled to pursuant to Article XVI;
2. Award all incremental vacation increases an employee may be entitled to pursuant to Article VII;
3. Award any education incentives an employee may be entitled to pursuant to Article IX;
4. Provide health and related coverages for all employees pursuant to Article VIII;
5. Compensate employees for overtime work pursuant to Article XXII.

It is further specifically intended by the parties that this Article shall survive the expiration of the underlying Agreement, shall be severable therefrom and shall continue in full force and effect until a successor agreement is reached.



ARTICLE XXVIII - TERM AND RENEWAL (continued)

(B) It is understood that this Agreement shall be binding upon the parties, their successors and assigns, and that upon notice to either party pursuant to the regulations of the Public Employment Relations Commission (PERC), either party shall have the obligation to commence negotiations for a successor agreement pursuant to the Rules of the New Jersey Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have cause these present to be signed and attested to this TH 25 day of *March*, 1992.

PASSAIC COUNTY PROSECUTOR

By: *Ronald S. Fara*

WITNESS:

P. A. W. L.

PASSAIC COUNTY PROSECUTOR'S
SUPERIOR OFFICERS' ASSOCIATION

By: *Edward J. Murphy Jr.*

WITNESS:

Bob Apple

	Step A	Step B	Step C	Step D	Step E	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Chief													
10/1/92	46,227	48,537	50,848	53,160	55,469	57,780	60,093	62,405	64,716	66,802	67,907	71,647	78,519
4/1/92	44,449	46,670	48,892	51,115	53,336	55,558	57,782	60,005	62,227	64,233	65,295	68,891	75,499
1/1/91	43,154	45,311	47,468	49,626	51,783	53,940	56,099	58,257	60,415	62,362	63,393	66,884	73,300
1990	40,711	42,746	44,781	46,817	48,852	50,887	52,924	54,959	56,995	58,832	59,805	63,098	69,151
Dep. Chief													
10/1/92	43,484	45,649	47,816	49,982	52,148	54,315	56,481	58,649	60,812	62,987	65,153	67,317	71,655
4/1/92	41,812	43,893	45,977	48,060	50,142	52,226	54,309	56,393	58,473	60,564	62,647	64,728	68,899
1/1/91	40,594	42,615	44,638	46,660	48,682	50,705	52,727	54,750	56,770	58,800	60,822	62,843	66,892
1990	38,296	40,203	42,111	44,019	45,926	47,835	49,742	51,651	53,557	55,472	57,379	59,286	63,106
Captain													
10/1/92	40,752	42,773	44,792	46,812	48,830	50,849	52,870	54,888	56,917	58,933	60,953	62,981	65,869
4/1/92	39,185	41,128	43,069	45,012	46,952	48,893	50,837	52,777	54,728	56,666	58,609	60,559	63,336
1/1/91	38,044	39,930	41,815	43,701	45,584	47,469	49,356	51,240	53,134	55,016	56,902	58,795	61,491
1990	35,891	37,670	39,448	41,227	43,004	44,782	46,562	48,340	50,126	51,902	53,681	55,467	58,010
Lieutenant													
10/1/92	37,985	39,862	41,744	43,623	45,500	47,381	49,260	51,141	53,016	54,895	56,772	58,651	60,528
4/1/92	36,524	38,329	40,138	41,945	43,750	45,559	47,365	49,174	50,977	52,784	54,588	56,395	58,200
1/1/91	35,460	37,213	38,969	40,723	42,476	44,232	45,985	47,742	49,492	51,247	52,998	54,752	56,505
1990	33,453	35,107	36,763	38,418	40,072	41,728	43,382	45,040	46,691	48,346	49,998	51,653	53,307
Sergeant													
10/1/92	33,481	35,528	37,587	39,641	41,693	43,747	45,800	47,855	49,905	51,959	54,011	56,746	
4/1/92	32,193	34,167	36,141	38,116	40,089	42,064	44,038	46,014	47,986	49,961	51,934	54,564	
1/1/91	31,255	33,172	35,088	37,006	38,921	40,839	42,755	44,674	46,588	48,506	50,421	52,338	
1990	29,486	31,294	33,102	34,911	36,718	38,527	40,335	42,145	43,951	45,760	47,567	49,375	

10/1/92 - 4%
4/1/92 - 3%
1/1/91 - 6%

Handwritten signature
E.F.
EPA