2000

AGREEMENT

THE PROSECUTOR OF UNION COUNTY

And

UNION COUNTY DETECTIVE SUPERIOR OFFICERS
ASSOCIATION

EFFECTIVE: January 1, 1984 through December 31, 1987

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PREAMBLE

This Agreement made this $\mathcal{A} = \mathcal{A} = \mathcal{A}$ day of January 1985, between the UNION COUNTY PROSECUTOR, hereinafter called the "Employer", and UNION COUNTY DETECTIVE SUPERIOR OFFICERS ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

Whereas, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

Now, therefore, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Union County Detective
Superior Officers Association as the exclusive representative for
all its Sergeants of County Investigators, Lieutenants of County
Detectives/Investigators, and Captains of County Detectives/
Investigators in the employ of the Employer, but excluding the
Chief of County Investigations.

ARTICLE II

MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

Whenever the term "Employer", "Department Head", or "Super-visor" shall be used throughout this Agreement, it shall mean and include the Union County Prosecutor.

Section 2.

Except as modified, altered or amended by the within Agreement the Employer shall not be limited in the exercise of its statutory management functions. The Employer hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in it by the laws of the State of New Jersey, the Constitution of the United States of America, including but without limitation the following rights, privileges and functions:

- a. All Superior Investigator Officers serve in their rank at the pleasure of the Prosecutor.
- b. The Prosecutor has the right to hire all employees, except those who are in the classified civil service, and to determine their qualifications, the conditions for their continued employment, their dismissal or demotion, and to promote, and transfer all such employees.

c. The Prosecutor has the right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto.

Section 3.

The exercise of the foregoing powers, right, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection thereto shall be limited only by this Agreement but only to the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States.

ARTICLE III

PAYROLL DEDUCTION OF ASOCIATION DUES

Section 1.

The Employer agrees to have deducted from the salaries of each employee who is a member of the Association under this Agreement, dues for the Union County Detective Superior Officers Association when authorized in writing to do so by each Association member. Individual authorization forms shall be filed by the Association with the appropriate business office of the Employer.

An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the Employer. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the Employer to have collected funds from his salary during such absence. Upon his return to employment at the termination of his leave, the Employer shall continue to have deducted dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

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.

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 Employer thirty (30) days in advance of his desire to withdraw.

ARTICLE IV

NO STRIKES OR LOCKOUTS

Section 1.

Participation by any employee covered by the terms of this Agreement in a strike, or a refusal to perform duties, shall be just cause for disciplinary action.

Section 2.

No lockout of employees shall be instituted by the Employer during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it, nor any of its members, will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any such similar actions which would involve suspension of, or interference with, the normal work or activities carried on by the Prosecutor. In the event that the Association's members participate in such activities, in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined or discharged.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment.

Section 2.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances, and to that end, the following procedures shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor 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 of the condition giving rise to the grievance.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with a panel consisting of the Chief of Investigations and the First (1st) Assistant County Prosecutor, or in their absence a repre-

sentative designated by the Prosecutor. A meeting on the grievance shall be held between the panel or their designated representatives and the aggrieved party and the Association's designated representatives. A decision thereon shall be rendered within three (3) working days after the holding of such meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 2, the matter may be referred to the Prosecutor of Union County or his designated representative. A meeting on the grievance shall be held between the Prosecutor of Union County or his designated representative and the aggrieved party and the Association's designated representative.

Section 3.

The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 4.

Any employee may be represented at all stages of the grievance procedure by himself, or, at his 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.

ARTICLE VI

LONGEVITY

All employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in 1967 and amendments and supplements thereto; provided, however, that any employee hired subsequent to January 1, 1973, shall not be covered by, nor entitled to the benefits of, the longevity program.

Said longevity payments shall be calculated and paid in accordance with the practices as they existed prior to the effective date of this Agreement.

ARTICLE VII CLOTHING ALLOWANCE

Effective January 1, 1984, the Employer shall pay to each employee an amount up to a maximum of Three Hundred (\$300)

Dollars due on or after December 1, 1984, for the repair, replacement or cleaning of clothing; Three Hundred Fifty (\$350)

Dollars effective January 1 1985, due and payable on or about December 1, 1985 and December 1, 1986; Four Hundred (\$400)

Dollars effective January 1, 1987, due and payable on or about December 1, 1987. Each employee seeking payment shall supply to the Employer a voucher and a receipt supporting the claimed amount, whether for repair, replacement or cleaning of clothing. Upon presenting such voucher and receipt, if the Prosecutor approves the same, the voucher shall be honored by making payment directly to the employee claiming the same.

ARTICLE VIII

LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This shall not be applicable in any disciplinary or criminal proceeding instituted against the employees by the Employer or any other law enforcement agency.

ARTICLE IX

PERSONAL INJURY LIABILITY INSURANCE

The Employer shall provide Personal Injury Liability

Insurance ("False Arrest Insurance") coverage for all employees.

ARTICLE X

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than one (1) year may be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year may be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to the Prosecutor. The leave may only be taken if the Prosecutor approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment:

- a. One (1) day after four (4) months of employment.
- b. One (1) additional day after eight (8) months of employment.
- c. The third (3rd) day may be granted between the tenth (10th) through the twelfth (12th) months of employment.

Section 2.

No personal leave shall be applied for, approved or granted, immediately before or after any vacation period, holiday period or weekend, except under extraordinary circumstances, as may be determined by the Prosecutor or his designee.

Section 3.

Personal leave days, as provided herein, must be used in a one (1) year period and shall not be accumulated from year to year.

ARTICLE XI

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1984:

New Year's Day

Martin Luther King's
Birthday
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Sunday - celebrated - Monday January 2, 1984 Sunday - celebrated - Monday January 16, 1984 Monday, February 13, 1984 Monday, February 20, 1984 Friday, March 24, 1984 Monday, May 28, 1984 Wednesday, July 4, 1984 Monday, September 3, 1984 Monday, October 8, 1984 Tuesday, November 6, 1984 Monday, November 12, 1984 Thursday, November 22, 1984 Friday, November 23, 1984 Tuesday, December 25, 1984

Section 2.

The Employer has designated the following days as holidays for the year 1985:

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

Tuesday, January 1, 1985 Tuesday, January 15, 1985

Tuesday, February 12, 1985
Monday, February 19, 1985
Friday, April 13, 1985
Monday, May 27, 1985
Thursday, July 4, 1985
Monday, September 2, 1985
Monday, October 7, 1985
Tuesday, November 5, 1985
Monday, November 11, 1985
Thursday, November 21, 1985
Friday, November 22, 1985
Wednesday, December 25, 1985

Section 3.

The Employer has designated the following days as holidays for the year 1986:

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

Section 4.

The Employer has designated the following days as holidays for the year 1987:

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

Section 5.

Employees who are required to work on a regularly scheduled holiday shall be given a substitute day off to be selected by the employees, subject to prior approval by the Prosecutor.

ARTICLE XII

VACATIONS

Section 1.

Vacation Eligibility

- a. During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- b. Employees with one to eight years of service shall be entitled to twelve (12) working days vacation each year.
- c. Employees with eight completed years to ten years of service will be entitled to thirteen (13) working days vacation each year.
- d. Employees with ten completed years to fifteen years of service will be entitled to sixteen (16) working days vacation each year.
- e. Employees with fifteen completed years to twenty years of service will be entitled to eighteen (18) working days vacation each year.
- f. Employees with twenty completed years to twenty-five years of service will be entitled to twenty (20) working days vacation each year.

g. Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) working days vacation each year.

Section 2.

The Prosecutor shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Prosecutor agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 3.

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year, the carry-over of which had been previously approved in writing by the Prosecutor.

Section 4.

An employee who is retiring on pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 5.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 6.

If a paid holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 7.

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

Section 8.

If an employee leaves the Prosecutor's employ for any reason before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation which shall then be deducted from his final pay check.

Section 9.

Vacations must be taken during the current calendar year unless the Prosecutor determines that it cannot be taken because of pressure of work, in which case, unused vacations may be carried forward into the next succeeding year only.

ARTICLE XIII

SICK LEAVE

Section 1.

Sick leave is the absence of any employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2.

An employee absent for reasons that entitle him to sick leave shall notify the Chief or Prosecutor promptly. Failure to make such notification may be cause for disciplinary action.

Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3.

Sick leave is earned in the following manner:

- a. One (1) day for each full month of service with the Employer during the first year of employment.
- b. One and one-quarter (1 1/4) days for each full month of service with the Employer beginning with the second year of employment.
- c. Sick leave credits shall not accrue while an employee is absent on a leave without pay.

Section 4.

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 5.

Any employee who has been absent on sick leave for a period totalling ten days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate shall be required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

ARTICLE XIV

DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, mother-in-law, father-in-law, or other relative residing in the employee's household.

ARTICLE XV

EQUAL EMPLOYMENT

The Employer and the Association hereby agree to continue their practice of not discriminating against any employee or applicant for employment 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.

ARTICLE XVI

COERCION

There shall be no discrimination, interference or coercion by Employer or any of its members or agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its members or agents shall not intimidate or coerce employees into membership.

ARTICLE XVII

WORK SCHEDULES

Section 1.

The standard weekly work schedule for all employees covered by this Agreement shall consist of thirty-seven and one half (37 1/2) hours per week, from Monday through Friday, exclusive of a one half hour lunch period.

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.

Section 3.

The standard work week shall continue to exclude "shift work" and "weekend duty" as such, but the parties agree to continue to fulfill the needs of the department which may, from time to time, require continuous twenty-four (24) hour operations, including Saturdays, Sundays and holidays. Notwithstanding the foregoing, the parties further agree that the Prosecutor may, in his discretion, establish a work schedule which may include shift work, Saturdays, Sundays and/or holidays in order to maintain the Union County Narcotic Strike Force, or other ongoing operations consistent with the functions and responsibilities of the Office.

ARTICLE XVIII

OVERTIME

Effective January 1, 1984, in exchange for the percentile monetary considerations effected in the contract's wage scale and the goal of a future percentage wage differential in and between ranks all overtime payments are waived.

The Prosecutor, in his discretion and consistent with the needs of the department, may continue to grant time off to employees covered by this Agreement from the "overtime bank."

The granting of such time off shall continue to be limited only to those employees in the active employ of the Employer who are covered by this Agreement, and shall be granted, as aforesaid solely and only at the discretion of the Prosecutor consistent with the needs of the department.

Consistent with past practices, the Employer and the Association agree that employees covered by this Agreement have no vested right to the accrued overtime; that the purpose of the overtime bank is to maintain good morale in the department; and that consistent with this purpose the Prosecutor will continue to demonstrate good faith in the exercise of his discretionary judgment in granting time off.

ARTICLE XIX

RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement, including but not limited to any rights, benefits and privileges bestowed upon the employees by the laws of the United States or the laws of the State of New Jersey.

ARTICLE XX

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or court decision 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 XXI

SALARIES

Section 1.

Effective January 1, 1984, there shall be a salary increase for all employees covered by the terms of this Agreement establishing wages and differentials in accordance with Schedule A. Section 2.

Effective January 1, 1985, there shall be a salary increase for all employees covered by the terms of this Agreement establishing wages and differentials in accordance with Schedule B. Section 3.

Annually, effective January 1 of each of the succeeding years covered by the terms of this Agreement, wage schedules in accordance with Sections 7 and 8 shall be established.

Section 4.

Annually, employees covered by this agreement may be assigned to any step of their respective rank's wage scale following the evaluation of their work product.

Section 5.

Effective January 1, 1984, the salary schedule for all employees of the Employer recognized as being represented by the Association shall be as follows:

Sergeant of County Detectives/Investigators

Salary Range Step	Percentile Above Investigator	Salary <u>Differential</u>	1984 <u>Salary</u>
4	13.32	3,623	30,823
3	15.32	4,167	31,367
2	17.32	4,711	31,911
1	19.32	5,255	32,455

Lieutenant of County Detectives/Investigators

Salary Range Step	Percentile Above Investigator	Salary <u>Differential</u>	1984 Salary
4	20.40	5,549	32,749
3	22.40	6,093	33,293
2	24.40	6,637	33,837
1	26.40	7,181	34,381

Captain of County Detectives/Investigators

Salary Range Step	Percentile Above <u>Investigator</u>	Salary <u>Differential</u>	1984 Salary
4	31.03	8,440	35,640
3	33.03	8,984	36,184
2	35.03	9,528	36,728
1	37.03	10,072	37,272

Section 6.

Effective January 1, 1985, the salary schedule for all employees of the Employer recognized as being represented by the Association shall be as follows:

Sergeant of County Detectives/Investigators

Salary Range Step	Percentile Above Investigator	Salary <u>Differential</u>	1985 Salary
4	17	4,930	33,930
3	19	5,510	34,510
2	21	6,090	35,090
1	23	6,670	35,670

Lieutenant of County Detectives/Investigators

Salary Range Step	Percentile Above Investigator	Salary <u>Differential</u>	1985 <u>Salary</u>
4	25	7,250	36,250
3	27	7,830	36,830
2	29	8,410	37,410
1	32	9,280	38,280

Captain of County Detectives/Investigators

Salary <u>Range Step</u>	Percentile Above Investigator	Salary <u>Differential</u>	1985 <u>Salary</u>
4	36	10,440	39,440
3	38	11,020	40,020
2	40	11,600	40,600
1	43	12,470	41,470

Section 7.

Effective January 1, 1986, the salary schedule for all employees of the Employer recognized as being represented by the Association shall be as follows. All percentiles are based on the highest base salary paid to County Detectives/Investigators.

Sergeant of County Detectives/Investigators

Salary Range Step	Percentile Above Investigator	Salary <u>Differential</u>	1986 <u>Salary</u>
4	17		
3	19		
2	21		
1	23		

Lieutenant of County Detectives/Investigators

Salary Range Step	Percentile Above Investigator	Salary <u>Differential</u>	1986 <u>Salary</u>
4	28		
3	30		
2	33		
1	36		

Captain of County Detectives/Investigators

Salary <u>Range</u> Step	Percentile Above Investigator	Salary <u>Differential</u>	1986 <u>Salary</u>
4	39		
3	41		
2	43		
,1	46		

Section 8.

Effective January 1, 1987, the salary schedule for all employees of the Employer recognized as being represented by the Association shall be as follows. All percentiles are based on the highest base salary paid to a County Detective/Investigator.

Sergeant of County Detectives/Investigators

Salary Range Step	Percentile Above Investigator	Salary <u>Differential</u>	1987 Salary
4	17		
3	19		
2	21		
1 .	23		

Lieutenant of County Detectives/Investigators

Salary Range Step	Percentile Above Investigator	Salary Differential	1987 Salary
4	31		
3	33		
2	36		
1	39		

Captain of County Detectives/Investigators

Salary Range Step	Percentile Above Investigator	Salary Differential	19 87 Salary
4	42		
3	4 4		
2	46		
1	49		

ARTICLE XXII

ON THE JOB INJURY

If an employee is injured or becomes ill arising out of and during the course of his employment, the following procedures shall be applicable:

- a. The employee shall notify the Prosecutor and the Personnel Office of the work related injury or illness.
- b. If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation, provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she

- shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.
- c. After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's Workmen's Compensation Insurance carrier.
- d. Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such action as it deems appropriate to recover said monies.
- e. If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation.

ARTICLE XXIII

DURATION

This Agreement shall become effective as of January 1, 1984 and shall terminate on December 31, 1987. If either party desires to change this Agreement, it shall notify the other party in writing not less than sixty (60) days nor more than one hundred twenty (120) days before the expiration date of this Agreement. If notice is not given as herein required this Agreement will automatically be renewed for another year.

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

WITNESSETH:

Attest:

UNION COUNTY DETECTIVE

UNION COUNTY PROSECUTOR

SUPERIOR OFFICERS

ASSOCIATION