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A G R E E M E N T

BETWEEN

THE COUNTY OF MORRIS

AND

MORRIS COUNTY PROSECUTOR'S OFFICE ASSOCIATION

1/1/78 - 12/31/80

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AGREEMENT BETWEEN THE COUNTY OF MORRIS
AND
THE MORRIS COUNTY PROSECUTOR'S OFFICE ASSOCIATION

Preamble

THIS AGREEMENT made and entered into this day of
 by and between the County of Morris, a County
Government of the State of New Jersey, hereinafter referred to
as the County and the Morris County Prosecutor's Office Asso-
ciation, hereinafter referred to as the Association, is the
final and complete understanding between the County and the
Association on all negotiable issues and as such will serve to
promote and maintain a harmonious relationship between the
County and those of its employees who are subject to this Agree-
ment in order that more efficient and progressive public service
be rendered.

Article I: Recognition and Scope

Section 1: The County hereby recognizes the Association as the
sole and exclusive representative of all full time, permanent
employees under this Agreement for the purpose of collective
negotiations pursuant to the New Jersey Employer-Employee Rela-
tions Act (N.J.S.A. 34:13A-1 et seq.) concerning salary, hours
and other terms and conditions of employment in the negotiating
unit described below:

All Investigators, Sergeants, Detectives and Lieutenants of
the Morris County Prosecutor's Office.

All position titles not enumerated above are hereby excluded
from the negotiating unit except any new position title created
hereafter of equal rank shall be included in said unit.

Section 2: Unless otherwise indicated, the terms "employee" or
"employees" when used in this Agreement refers to all persons
represented by the Association in the above-defined negotiating
unit.

Article II: County Rights and Responsibilities

Section 1: In order to effectively administer the affairs of the
County government and to properly serve the public, the County of
Morris, hereby reserves and retains unto itself, as public employer,
all the powers, rights, authority, duties and responsibilities,
conferred upon and vested in it by law prior to the signing of this
Agreement. Without limitation of the foregoing, management's
prerogatives include the following rights:

1. to manage and administer the affairs and operation of the County;

2. to direct its working forces and operations;

3. to hire, promote and assign employees in accordance with law and the provisions of this Agreement;

4. to demote, suspend, discharge or otherwise take disciplinary action against employees in accordance with law and the provisions of this Agreement;

5. to promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of County government.

Section 2: The County's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to laws of New Jersey and of the United States.

Section 3: Nothing contained in this Agreement shall operate to deny to or restrict the County in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or the United States.

Article III: Discrimination and Coercion

There shall be no discrimination, interference or coercion by the County or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the County nor the Association shall discriminate against any employee because of race, creed, color, sex or national origin.

Article IV: Collective Negotiations Procedure

Section 1: Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the Board of Chosen Freeholders of Morris County or its designees, and the President of the Association, or his designee, shall be the respective negotiating agents for the parties.

Section 2: Collective negotiating meetings shall be held at the request of either party at times and places mutually convenient.

Section 3: Employees of the County who may be designated by the Association to participate in meetings scheduled for the purpose of the negotiation of a collective negotiation agreement will be excused from their work assignments, without loss of pay.

Section 4: Ordinarily, not more than three (3) representatives of each party plus legal counsel shall participate in collective negotiations meetings.

Article V: Grievance Procedure

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

Article VI: Vacation

Section 1: In accordance with N.J.S.A. 11:24A-1.1, employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	1 day for each month worked during the first year of employment.
From 1st anniversary to 6th anniversary	12 days
After 6th anniversary to 12th anniversary	15 days
After 12th anniversary to 18th anniversary	18 days
After 18th anniversary to 24th anniversary	21 days
After 24th anniversary	25 days

Section 2: The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of such year. Annual leave shall be taken, subject to the needs of the service, during the current vacation period.

Section 3: In any vacation period, annual vacation or any portion thereof which is not taken or granted by reason of the pressure of work shall be granted and may be taken only in accordance with law pursuant to the policy for accumulation of vacation of the Prosecutor.

Section 4: Annual vacation shall be granted only with prior approval of the Supervisor and Department Head who may require six weeks prior notice of extended vacation. In scheduling vacations, management will consider the seniority of employees involved and the orderly flow of work within the work unit.

Section 5: An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to disability, leave of absence or layoff, shall not be eligible to a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in the performance of duty need not be continuous, but periods of absence of eight (8) days or more shall not be credited in computing the required six (6) months. This section shall not deprive an employee of any justly earned vacation time or compensation therefor.

Section 6: Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on the prorated basis of one day's vacation for each month of actual service. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of annual vacation taken in excess of the number to which he was entitled. Vacation shall be prorated in accordance with the schedule above.

Article VII: Holidays

Section 1: Employees shall be granted the following paid holidays:

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. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day

In addition, at the discretion of the County, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Section 2: To be eligible for a paid holiday, an employee must have worked the last scheduled day before and after the holiday, unless on authorized leave.

Section 3: Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Section 4: If an employee is required to work on any one of the holidays designated under Section 1 of this Article, he shall be granted one day's compensatory time off for each such holiday worked.

Section 5: The Friday after Thanksgiving shall be granted as an approved leave day off with pay.

Article VIII: Sick Leave

Section 1: Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

Immediate family means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2: Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

Each employee will be credited with 15 days of sick leave annually for each succeeding calendar year of full-time employment, which is accumulative. Sick leave cannot be used as terminal leave. If upon termination after a year's service an employee has used more sick leave than that to which he is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he is entitled.

Section 3: Notice of absence is required as follows:

ILLNESS: Each employee is required to notify his supervisor by one-half hour before starting time on each day of absence. Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice as in the case when an employee is hospitalized or seriously disabled in which case it shall be sufficient that the employee or member of the employee's family notify the supervisor or Personnel Office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances the daily requirement of notice shall be enforced.

Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

Section 4: A certificate from a reputable physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than five (5) days at one time, the County may not require production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his supervisor to justify payment of sick leave.

An accumulation of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay.

In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 5: Any employee who retires on or after January 1, 1979, shall be reimbursed for accumulated sick time based on the schedule below:

Twenty (20) percent of the value of the sick time at retirement to a maximum of Five Thousand (\$5,000.00) Dollars.

Retirement will be deemed to have taken place when an employee receives State Pension Benefits, County Pension Benefits or Social Security Retirement Benefits.

Article IX: Hospital and Medical-Surgical Insurance

Hospital and Medical-Surgical Insurance, including major medical, will be provided by the County of Morris for all employees subject to this Agreement at the expense of the County, within three (3) months of the date of employment. Dependent coverage for major medical is available for the employees at no additional charge. Coverage provided is given in detail in all insurance certificates and booklets provided by the County of Morris. Information is available to the employees upon request.

In addition to the foregoing benefits, the County of Morris shall provide prevailing physician's fee coverage, provided, however, that such coverage is permitted to be given by the County to its employees pursuant to law. Legislation is pending presently in the State of New Jersey which is designed to amend the "State Plan" in which the County of Morris is enrolled. Upon its passage and enactment into law, this contract provision on prevailing physician's fee coverage shall be operative. The entitlement to these benefits shall be the same as set forth above.

Article X: Group Life Insurance

With reference to the Police and Firemen's Retirement System, all the rules and regulations as set forth therein and interpreted thereunder shall apply for both signators to this contract and all appropriate withdrawals and payments shall be made thereto to effectuate the intent and purpose of said statute.

Article XI: Pensions

Section 1: The County shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

Section 2: The Association reserves the right to reopen negotiations during the life of this Agreement on a pension and/or retirement program in the event of a statutory change in pension or retirement programs applicable to the County.

Article XII: Personal Leaves

Section 1: Military Leave - Military Leave shall be provided pursuant to New Jersey Civil Service Personnel Manual (Local Jurisdiction) Part 17-3, "Military Leave" and said part is hereby incorporated herein by reference.

Section 2: Convention Leave - The County agrees to provide time off without loss of pay to the members of the Association selected by its membership as delegates and alternate delegates to attend any State

or National Convention of the New Jersey Policemen's Benevolent Association. Leave will be granted pursuant to the provisions of N.J.S.A. 11:26C-4.

Section 3: Other Leaves - Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the County. For a leave without pay, the employee shall submit a written request to his supervisor at least 30 days in advance stating the reason for the request, and the time required, except in emergency circumstances. This request will be forwarded to the Board of Chosen Freeholders and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 4: Administrative Days - Each employee shall be entitled to an allowance of three work days' leave upon written request to, and the approval of, his department head for the following reasons:

- A. Court subpoena
- B. Marriage of employee
- C. Personal business which cannot be attended to outside of work hours.
- D. Established religious days

Article XIII. Clothing Replacement

If an employee's clothing is torn or otherwise damaged in the line of duty, said clothing shall be replaced at County expense upon the presentation of an appropriate voucher.

Article XIV: Work Day and Work Week

Section 1: Work Day - A regular work day shall consist of seven (7) hours of work plus a lunch period.

Section 2: Work Week - A normal work week shall constitute five (5) regular work days totaling thirty-five (35) hours.

Section 3: Compensatory Time Off for Additional Hours Worked.

An employee who is required to work longer than his regular work day or more than his normal work week shall receive compensatory time off in accordance with the following limitations:

- (a) All compensatory time on record on the date of signing of this agreement in excess of 70 hours shall be frozen and no further addition shall be allowed to this bank of time.

- (b) All compensatory time on record on the date of signing of this agreement may be drawn against for approved time off during the term of the agreement.

All compensatory time remaining on December 1, 1980, minus the maximum allowed carryover of 70 hours, shall be compensated in accordance with the provisions of Schedule A attached hereto and made a part hereof.

- (c) Employees hired during the term of the agreement shall not accumulate more than 70 hours compensatory time and shall not be eligible for time off and/or compensation under the provisions of (b) above.
- (d) Employees leaving the employ of the County during the term of the agreement and prior to December 1, 1980, shall not be eligible for time off and/or compensation under the provisions of (b) above.

Arrangements for the taking of compensatory time off will continue to be administered internally in the Prosecutor's Office and shall require appropriate advance notice and approval.

Article XV: Salaries

Section 1: Effective January 1, 1978, the following schedule is established for the positions of Investigator, Detective, Sergeant, and Lieutenant. All increases will be effective on January 1 of each year during the term of the Agreement.

	<u>1977</u>	<u>1978</u>	<u>1979</u>	<u>1980</u>
Lieutenant	\$20,865.	\$22,326.	\$23,888.	\$25,561.
Sergeant	19,581.	20,952.	22,418.	23,988.
Investigators	17,120.	18,318.	19,601.	20,973.
	16,150.	17,281.	18,490.	19,784.
	14,500.	15,515.	16,601.	17,763.
	14,000.	14,980.	16,029.	17,151.
	13,000.	13,910.	14,884.	15,926.
	Min. 13,000.	13,910.	14,884.	
		Min. 13,250.	14,178.	
			Min. 13,500.	

Section 2: Employees promoted to Detective during the term of the Agreement shall remain at their Investigator rates of pay during the Agreement.

Detectives promoted to Sergeant during the term of the Agreement shall receive a five percent increase in their annual salary at the time of the promotion. On the January 1 following the promotion, the employee shall be paid the rate stated for the Sergeant's position for that year.

Sergeants promoted to Lieutenant shall be paid the rate stated for the Lieutenant's position upon promotion for that year and shall advance annually according to the schedule.

In the event the promoted employee fails to obtain a permanent appointment under Civil Service certification procedures, he shall return to his prior rank and salary.

Section 3: A supervisory increment shall be paid to Investigators designated by the Prosecutor as supervisors according to the following schedule:

1978 - \$500. in addition to scheduled salary
1979 - \$600. in addition to scheduled salary
1980 - \$700. in addition to scheduled salary

The Prosecutor will have complete authority in the assignment of Investigators to supervisory positions and the supervisory increment will only be paid during the portion of the year actually served in the supervisory positions.

Article XVI: Longevity

Section 1: Each employee covered by this Agreement shall be paid in addition to the rates of pay set forth above, a longevity increment based upon years of service with the County in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
From 3 Ann to 8 Ann	1
From 8 Ann to 12 Ann	3
From 12 Ann to 16 Ann	5
After 16th Ann	7

Section 2: In accordance with the laws of the State of New Jersey, any and all longevity shall accrue and be effective after ninety (90) days of employment provided such employee shall have requested in writing permanent status under Civil Service requirements. Any time period shall commence to run from the date of making such request.

Section 3: Employees carried in a provisional status for extended periods of time through no fault of their own shall be entitled to have time employed in provisional status after the initial ninety (90) day period counted in their total length of continued service for the purpose of entitlement to longevity benefits under this contract.

Article XVII: Storm Days and Emergencies

Section 1: All employees may be required to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the time lost from work will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the time lost from work will be charged as time off without pay. If an employee is unable to report for work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

Section 2: In the event of extreme weather conditions due to storm necessitating the closing of County offices (in the Court House and Hall of Records), announcement of closing of such offices shall be made over radio stations WRAN, WDHA and WMTR from 6:30 A.M. to 8:00 A.M. on the day of the storm. This is to be approved as a "bad weather day off" without penalty. Likewise, early dismissal due to inclement weather shall be without penalty.

Article XVIII: General Provisions

Section 1: This Agreement constitutes the complete and final understanding and resolution of the parties of all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2: If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3: All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

Article XIX: Application of Benefits

The provisions of this Agreement shall not apply to any employee who has left the employ of the County of Morris prior to the date of signing of this Agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 1978, through the date of retirement of any employee retiring prior to date of signing of the Agreement. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 1978, to the employee's last date of employment.

Article XX: Expansion of Benefits

In the event the Board of Chosen Freeholders of Morris County should voluntarily grant major benefit improvements which normally would have uniform application among various groups of County employees or should voluntarily grant improved insurance benefits to any other group of County employees during the term of this Agreement, such benefits shall be granted on the same terms and conditions to employees covered by this Agreement without need for further negotiations. Improved insurance benefits shall include, but not be limited to, dental plans, optical plans, prescription drug plans and the like, but shall not include the prescription drug purchase program presently being provided to employees of Morris View which cannot by law, be extended to County employees who are employed other than to Morris View.

The foregoing clause shall not apply to any benefits directed to be given by an arbitrator in Police and Fire Interest Arbitration applying to County employee groups including employees of boards and commissions of Morris County.

Article XXI: Duration

This Agreement shall be in full force and effect as of the first day of January, 1978, and shall remain in full force and effect through the thirty-first day of December, 1980. If either party desires to modify this Agreement, it must, no later than July 1, 1979, give written notice of its intention and furnish a copy of its proposals to the other party. Thereafter, good faith

negotiations on a successor agreement shall commence immediately. Unless extended by the mutual consent of the parties, this Agreement shall expire December 31, 1980 and shall be of no further force and effect thereafter.

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

COUNTY OF MORRIS

MORRIS COUNTY PROSECUTOR'S
OFFICE ASSOCIATION

BY: _____

BY: _____

ATTEST:

ATTEST:

SCHEDULE A

Compensatory Time

A total of \$12,936. is to be allocated for the elimination of accrued compensatory hours beyond 70 remaining on the record on December 1, 1980, for all covered employees.

Employees eligible to share in the distribution shall receive payment in accordance with the following formula:

$$\begin{array}{l} \text{RATE PER HOUR} \\ \text{VALUE OF COMP. TIME} \end{array} = \frac{\$12,936.}{\text{TOTAL HOURS OF ALL ELIGIBLE} \\ \text{EMPLOYEES MINUS 70 FOR EACH} \\ \text{EMPLOYEE}}$$

The rate per hour value of the accrued compensatory time shall not exceed the individual employee's hourly rate of pay on December 1, 1980. Any funds remaining after allocation of payments, if any, according to the above schedule shall be distributed to those serving as supervisory Investigators during calendar year 1980, in addition to the stated supervisory increment. Said distribution will be prorated for the months actually served, if an employee served less than the full year.