

AGREEMENT

between

**THE BOARD OF CHOSEN
FREEHOLDERS OF WARREN
COUNTY**

AND

**THE WARREN COUNTY
PROSECUTOR**

and

THE DETECTIVES

of

**POLICEMEN'S BENEVOLENT
ASSOCIATION
LOCAL #331**

January 1, 2008 through December 31, 2011

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PREAMBLE

This agreement, entered into this day of , 2009, by and between the Warren County Board of Chosen Freeholders (BCF), the County Prosecutor of the County of Warren, herein called the "Prosecutor" and the Detectives Policemen's Benevolent Association Local #331, hereinafter called the "P.B.A.", represents the complete and final understanding on all issues subject to bargaining between the parties.

ARTICLE I - PURPOSE

Section 1: This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1986, N.J.S.A. 34:13A-1 et seq., of the State of New Jersey to promote harmonious relations, cooperation, and understanding between the parties; to prescribe the respective rights and duties of the parties; and to provide for the resolution of grievances, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the people of the County of Warren.

ARTICLE 2 - RECOGNITION AND SCOPE

Section 1: The Prosecutor and the BCF hereby recognize the investigator's Policemen's Benevolent Association, as the sole and exclusive collective bargaining representative for all employees holding the title of Detective and employed by the Warren County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and all other applicable law.

Section 2A: Detective defined: Detective means a Detective, Detective Sergeant, Detective Lieutenant, and Detective Captain employed by the Warren County Prosecutor.

Section 2B: Superior Officer defined: Superior Officer means Detective Sergeant, Detective Lieutenant, and Detective Captain employed by the Warren County Prosecutor.

Section 3: Detective does not include supervisory personnel above the rank of Detective Captain.

Section 4: Unless otherwise indicated, the term "employee" and "employees" when used in this Agreement refer to all persons represented by the Policemen's Benevolent Association P.B.A. Local #331 in the above-defined negotiating unit.

Section 5: This section shall not preclude the addition of new titles at the Detective level defined above which shall be negotiated only as to bargaining unit placement and salary at the time the new titles are established. The content of job descriptions shall not be negotiated and shall be the Prosecutor's prerogative solely and exclusively to determine without negotiations with the P.B.A. Failure of the Prosecutor and P.B.A. to agree on the bargaining unit placement and salary for a position title shall not delay the filling of the position and the payment of the employee(s) serving therein by the Prosecutor.

Section 6: Any time period may be extended by mutual agreement by both the Prosecutor and the P.B.A.

ARTICLE 3 - DEFINITIONS

Section 1:

The Prosecutor	-	Warren County Prosecutor
The Employer	-	The Prosecutor
Employee(s)	-	Detective(s)
P.B.A.	-	County Investigators Association Local # 331
Union	-	P.B.A.
Parties	-	The Employer & Employee(s)
The County	-	County of Warren
PSSLQ	-	Person Sharing Same Living Quarters

A. All references to employees in the Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

B. The term "holiday" means any day so designated under the article concerning holidays herein or a day especially designated by the Employer herein.

C. An unfair practice is any action of either party as defined in N.J.S.A. 34:13A-1 et seq. or any amendments thereto or replacements thereof.

D. All references to permanent detective or permanent employee shall mean regular employee. All Detectives are employed pursuant to N.J.S.A. 2A:157-10 et. seq.

E. The term "call out" means any period of time for which an off duty detective is authorized by a superior to respond to a scene of an investigation or other assignment.

ARTICLE 4 - NON-DISCRIMINATION

Section 1: The Prosecutor and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, union, or union membership or any categories protected by law.

ARTICLE 5 - PRIOR TERMS AND CONDITIONS

Section 1: Any and all existing terms and conditions, including those benefits which are set forth as policies, practices and general working conditions which are substantially uniform in their application to employees (Detectives) which are in effect upon the signing of this Agreement shall remain in effect except to the extent that they are modified by this Agreement herein. The foregoing reference to existing terms and conditions refers only to those benefits dealing with mandatory subjects of negotiations and rising to the level of a binding past practice as the latter phrase has been generally interpreted.

ARTICLE 6 - UNION PRIVILEGES SPECIAL TIME OFF

Section 1: The employee who is the P.B.A. Delegate or duly authorized representative of the union shall be granted leaves of absence with pay (Note: normal scheduled work day, no overtime) for an aggregate cumulative period not to exceed twenty (20) days during any calendar year commencing on January 1, through December 31, for the purpose of traveling to and from and attending any State or National convention of the Union (and to attend the monthly State P.B.A. meeting).

Section 2: All requests for leave will be made in writing at least five (5) working days before the leave is to commence to attend any State or National Convention (and to attend the monthly State P.B.A. meeting).

BULLETIN BOARD

Section 3: The Prosecutor will permit the Union to use a bulletin board in a central location approved by the Prosecutor. The bulletin board may be used only for official union business and then only for meeting notices, posting of lists of officers and delegates, announcements of social and recreational events and activities. No anonymous, malicious or inflammatory material may be posted. The Prosecutor reserves the right to unilaterally remove any posted material not meeting the conditions and requirements of this section, which removal shall not be grievable under this agreement.

USE OF FACILITIES AND EQUIPMENT

Section 4: The Employer agrees to permit the Union to use a County facility with prior approval of the Employer, once each month upon written notice given 5 days in advance upon the conditions that the Union agrees to indemnify and hold the Prosecutor and the County harmless for the use of the premises and to reimburse the Prosecutor and the County for any and all damages to the County property caused by the Union's activities.

INTER-OFFICE MAIL

Section 5: When the P.B.A. has mail to be delivered to its Detectives or material to be posted on the bulletin board, the inter-office mail system shall be made available provided that priority is retained for the business of the Office of the Prosecutor.

UNION REPRESENTATIVES

Section 6: The P.B.A. has the sole right and discretion to elect an executive body and specify their respective responsibilities and authority to act for the P.B.A.

Section 7: The P.B.A. agrees to furnish the Prosecutor and/or his designee with a complete written list of the executive body.

Section 8: The P.B.A. further agrees to inform the Prosecutor and/or his designee of any changes and to keep such lists current and correct at all times.

ARTICLE 7 - MANAGEMENT RIGHTS

The parties acknowledge that in order to effectively conduct the business of the Prosecutor's Office of the County of Warren, the Prosecutor has all the rights, powers, authority, duties and responsibilities conferred upon it and invested in the Prosecutor by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogative include the following exclusively vested rights.

1. To determine the standards of service to be provided by the Warren County Prosecutor's Office.
2. To manage and administer the affairs and operations of the Warren County Prosecutor's Office.
3. To maintain efficiency and effectiveness of the Warren County Prosecutor's Office.
4. To direct its working forces and operations.
5. To determine the standards and qualifications for employment of all employees.
6. To hire, promote, transfer, and assign employees.
7. To discipline employees according to law including suspension, demotion, termination or other appropriate disciplinary action.
8. To take necessary action in emergencies.
9. To evaluate employee performance.
10. To direct the activities of all employees including content of work assignment.
11. To determine what technology and equipment is to be utilized in performing the work of the office.
12. To determine the methods, means, and personnel by which the Prosecutor's operations are to be conducted.

13. To promulgate rules, regulations and policies from time to time which may effect the orderly and efficient administration of the Prosecutor's Office.
14. Every effort will be made to confer with the P.B.A. prior to the implementation of any new rule, regulation, or policy being initiated.
15. To generally exercise complete control over the organization of the Warren County Prosecutor's Office.

In summary, the Prosecutor has the sole right to manage the business of the Warren County Prosecutor's Office in accordance with law, to determine the services to be provided, the method, process, and means of providing the same, as well as the schedules of work. The Prosecutor, likewise, has the sole right to change existing methods and facilities in matters commonly regarded as within the province of management.

The Prosecutor's use and enjoyment of the Prosecutor's powers, rights, authority, duties, and responsibilities, the adoption of 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 then to the extent same conform to laws of New Jersey and the United States.

ARTICLE 8 - EFFECT OF LAW

A. Legislative Action

Section 1: If any provisions of this Agreement require legislative action or the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties should jointly seek the enactment of such legislative action or rule modification.

Section 2: In the event that legislation becomes effective during the term of this Agreement, which has the effect of improving the fringe benefits otherwise available to eligible employees covered under this Agreement, this Agreement shall not be construed as a limitation upon eligibility for such improvements.

B. Savings Clause

Section 1: If any provision of this Agreement shall conflict with any federal or state law or have the effect of eliminating or making the Prosecutor ineligible for federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 9 - RULES OF THE PROSECUTOR

Section 1: The parties agree that the Prosecutor and/or his designee has the right to make reasonable and just rules and regulations. New rules or regulations shall be in writing and placed in a file of rules and regulations maintained by the Prosecutor. All such rules and regulations promulgated by the Prosecutor for the proper and efficient operation of the Prosecutor's Office shall be in written form and be duly disseminated to each Detective. Said file shall be made available for review to each Detective at any time.

Section 2: The aforesaid rules and regulations shall not be contrary to this Agreement.

ARTICLE 10 - PERSONNEL FILES

Section 1: A personnel file shall be established and maintained for each Detective covered by this Agreement. Such records are confidential, except that they are subject to the Open Public Records Act, citizen access rights as dictated by law or other governmental executive directives, which take precedent over contract language. Such records shall be maintained in the Office of the Prosecutor and may be used for evaluation purposes by the Prosecutor or the Chief of Detectives and/or designee.

Section 2: Upon advance notice and at reasonable times, any Detective may review his/her personnel file. Such review shall be made in the presence of the Chief of Detectives. The appointment for review must be made through the Chief of Detectives. These reviews shall be done at a mutually agreed time during normal business hours.

Section 3: The personnel file subject to examination shall include but not be limited to: the employee's employment application, performance appraisal forms, letters of commendation, record of promotions, special training or other related achievements, reports of criticism or fitness, reprimands, suspensions, fines, demotions and other disciplinary action and pre-employment investigation reports.

Section 4: The Chief of Detectives, if requested, shall review with each Detective the personnel file of said Detective on an annual basis at the time of employee evaluation.

Section 5: Whenever a written complaint concerning a Detective or his/her actions is to be placed in his/her personnel file, a copy shall be given to him/her within the (10) working days from receipt and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file within ten (10) working days after receipt.

Section 6: Whenever a non-written complaint concerning a Detective on his/her action is to be noted by placement in his/her personnel file, a copy of the notation shall be given to him/her within the (10) working days from receipt and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file within ten (10) working days from receipt.

Section 7: In the event a Detective places a rebuttal in his/her file it shall be attached to the written complaint or notation of a non-written complaint. No one shall remove the rebuttal from the file unless the complaint is also expunged therefrom.

Section 8: There shall be no secondary personnel file maintained unless it contains exactly the same information as the file which the Detective has access to for review and rebuttal.

ARTICLE 11 - INTERNAL INVESTIGATION PROCEDURE

A. ESTABLISHMENT

Section 1: This establishes the internal investigation procedures to be followed when a Detective is questioned by a supervisory officer in connection with an investigation.

B: PURPOSE

Section 1: Detectives of the Warren County Prosecutor's Office hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the State.

Section 2: The security of the County depends to a great extent on the manner in which Detectives perform their duty. Their employment is thus in the nature of the public trust.

Section 3: The management, administration, disposition and discipline of the Warren County Prosecutor's Office have been delegated to the Prosecutor.

Section 4: The wide-ranging powers and duties given to the Prosecutor and his Detectives involve them in all manner of contacts and relationships with the public. Out of these contacts, questions may arise concerning the actions of Detectives. These questions may require immediate investigation by superior officers designated by the prosecutor.

Section 5: These procedures are established to ensure certain rights to Detectives under investigation and shall not be construed to limit supervisory or prosecutorial authority in normal operations. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following procedure is established.

C. METHODS

Section 1: The interrogation of a Detective ordinarily will be conducted during normal working hours, preferably when the Detective is on duty, unless the exigencies of the investigation dictate otherwise.

Section 2: The interrogation shall take place at a location designated by the Prosecutor or his designee.

Section 3: The Detective shall be informed of the nature of the investigation before any interrogation commences. If it is known that the Detective is being interrogated as a witness only, he/she shall be so informed at the initial contact.

Section 4: The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

Section 5: The Detective shall not be subject to any offensive language, nor shall he/she be demeaned in any way.

Section 6: The complete interrogation of a Detective may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by stenographer. In such cases, there will be no “off-the-record” questions.

Section 7: If a Detective is under arrest or is likely to be, that is, if he/she is a suspect or the target of criminal investigation, he/she shall be given his/her rights pursuant to the current decision of the United States Supreme Court.

Section 8: The Prosecutor or his designee conducting the investigation shall afford a reasonable opportunity for a Detective if he/she so requests, to consult with counsel and/or his/her P.B.A. representatives before and during any questioning concerning a violation of any criminal laws or departmental rules and regulations. The Detective shall be allowed to have a representative or counsel present during questioning if he/she so desires.

Section 9: Anytime a Detective is involved in a critical incident, he/she has a right to immediate medical treatment, psychological treatment, and consultation with counsel, and a reasonable amount of time to give his report or account of the incident. Nothing in this clause is intended to hamper an investigation or incident and a timely report by the Detective involved.

Section 10: Detectives under investigation shall not be required to take a polygraph examination in any given departmental hearing, but may do so at their option if requested by the prosecutor.

Section 11: All of the above sections are subject to the provisions of N.J.S. 2A:81-17 and/or N.J.S. 2A:81-17.2, N.J.S. 2A:157-10, et seq. and the Warren County Harassment Policy.

ARTICLE 12 - GRIEVANCE PROCEDURE

Definition: The term grievance as used herein means any controversy arising from the interpretation, application or violation of policies, reduction in rank, or seniority, agreements, administrative decisions which affect the terms and conditions of employment of a Detective.

Purpose: The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE

Any Detective having a grievance shall discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the P.B.A.

Any grievance must be raised by a Detective and sanctioned by the P.B.A. Employee has the right to personal representation by counsel of their choice at the expense of the P.B.A. and/or the Detective, in accordance with the by-laws of Warren County Local # 331.

STEP TWO

An aggrieved Detective shall institute action under the provisions hereof by submitting his/her grievance in writing within ten (10) calendar days after its occurrence or ten (10) calendar days from the date on which the grievant should reasonably have known of its occurrence to the P.B.A. representative and with a copy to the Prosecutor and/or his designee. To be timely and effective, the written grievance must

state in reasonable detail the underlying facts, the alleged violation and the remedies sought. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved Detective and the Chief of Detectives for the purpose of resolving the matter informally. Failure to file his/her grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the Detective from any right to proceed further with the grievance. The Chief of Detectives shall render a written decision within ten (10) calendar days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

STEP THREE

In the event a satisfactory settlement has not been reached with the Chief of Detectives, the Detective may appeal his/her grievance to the Prosecutor within ten (10) calendar days following receipt by the Detective of the Chief of Detective's written decision or twenty (20) calendar days from the date of filing the complaint with the Chief of Detectives, should the Chief of Detectives fail to render such written decision within the time provided. Such appeal shall be in writing, signed by the aggrieved detective and shall contain an explanation of the reasons for his dissatisfactions with the decision of the Chief of Detectives.

The Prosecutor shall render a written decision within ten (10) calendar days from his receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure, except for the grievances involving interpretation and application of the provisions of this Agreement.

STEP FOUR

Grievance affecting the interpretation and application of the provisions of this Agreement not settled through steps one, two and three may be referred to the Public Employment Relations Commission within ten (10) calendar days after the determination by the Prosecutor. An arbitrator shall be selected pursuant to the rules of PERC, however, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Prosecutor.

ARBITRATION

Any party wishing to move an arbitrable grievance to arbitration shall notify the Public Employment Relations Commission that they are moving the grievance to arbitration. Appointment of an arbitrator will be consistent with the Public Employee Relations Commission guidelines, the arbitrator appointed will hear the matter and render his/her award in writing. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by both parties. The decision of the arbitrator shall be in writing and binding as to each party.

EXCEPTION FOR GRIEVANCES

Any matter for which a review is prescribed by law or any regulation or rule of the State Attorney General, Prosecutor's office or any matter which is beyond the scope according to law of the Prosecutor or limited to the action of the Prosecutor or his agents.

Dismissal is not grievable.

ARTICLE 13 - ADMINISTRATION OF AGREEMENT

Section 1: A committee consisting of the Prosecutor and/or his designee and P.B.A. representative may meet for the purposes of reviewing the administration of this Agreement and to discuss problems which may arise therefrom. For the purpose of this Agreement, these meetings are not intended to bypass the grievance procedure not to be considered collective negotiation meetings but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

Section 2: Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

Section 3: A maximum of three (3) representatives of the P.B.A. may attend such meeting. If held during regular working hours, they shall be granted time to attend without loss of pay.

ARTICLE 14 - LIABILITY CLAIMS AND INDEMNIFICATION

Section 1: All Detectives covered by this Agreement shall be entitled to defense and indemnification by the Prosecutor and the County against liability claims or judgements arising out of the good faith performance of their official government duties.

ARTICLE 15 - STRIKES

Section 1: The P.B.A. assures and pledges to the Prosecutor that its goals and purposes are such that it does not condone strikes or threats thereof by Detectives or work stoppages, slowdowns, or any other such actions which would interfere with service to the public or violate the constitution or laws of the State of New Jersey; and the P.B.A. and the Detectives agree that they will not initiate nor participate in such activities nor encourage members of the P.B.A. to initiate or participate in the same; and the P.B.A. will not support anyone acting contrary to this provision.

Section 2: The Prosecutor agrees that there shall be no lockout of Detectives during the term of the Agreement.

Section 3: Any violation of this Article shall constitute a material breach of this Agreement. Nothing stated elsewhere in the aforementioned shall alter the parties' rights to seek judicial relief in law or in equity.

ARTICLE 16 - SAFETY

Section 1: The Prosecutor shall continue to make reasonable provision for the safety and health of all Detectives during the hours of their employment. The Prosecutor will discharge his responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The prosecutor will set up necessary job safety and health programs for all Detectives covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all Detectives.

Section 2: The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the Detectives consistent with established safety standards and in the promotion of safety, safe working habits, and good housekeeping throughout the work environment. Each Detective will comply with all safety rules and regulations.

Section 3: Detectives' complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines, if deemed necessary by the Prosecutor or his designee.

Section 4: Detectives shall not be required to work under conditions of work which are unsafe or unhealthful which determination shall be made by representatives of PEOSHA or OSHA. A Detective whose work is temporarily eliminated as a result of the foregoing, may be promptly assigned on an interim basis to other comparable work which the Detective is qualified to perform.

ARTICLE 17 - STORM DAYS AND EMERGENCIES

Section 1: Should a Detective report for work and subsequently the Prosecutor and/or his designee decide to close the Prosecutor's Office for whatever reason, such Detectives that report to work shall be credited for the day's work. Should the Prosecutor and/or his designee for whatever reason officially close the Prosecutor's Office before the start of the work day all Detectives scheduled to work that day will be credited with a day's work.

Section 2: In the event a Detective cannot report to work because of storm conditions, and he/she is not excused by the Prosecutor and/or his designee, the time lost from work will be charged against his/her accumulated vacation time, compensatory time or personal time. In the event no such time is available, the time lost from work will be charged as time off without pay. If a Detective is unable to report to work the Detective must report his/her absence to the Prosecutor and/or his designee as soon as possible, but no later than the start of the work day, absent a true emergency.

ARTICLE 18 - SENIORITY

Section 1: Seniority will be observed only with respect to Article 27, Vacations, and Article 31, Layoffs.

Section 2: Annually, the Prosecutor will provide the P.B.A. with a seniority list which shall include each Detective's name, job title and date of initial employment in the title as Detective within the Warren County Prosecutor's Office. Seniority is lost with any break in employment due to resignation or termination, except as provided in Article 31.

ARTICLE 19 - PROMOTION

Section 1: Promotions are at the sole discretion of the Prosecutor. Promotion means the advancement of a Detective to a job title at a higher salary range.

Section 2: Upon promotion of a Detective, all sick leaves and vacation balances shall be transferred with the Detective.

Section 3: Upon promotion, Detective shall receive no less than one full increment which shall be calculated and determined upon the step-system in effect before the promotion.

Section 4: Upon promotion, a Detective shall be informed of his/her new rate of pay one week in advance of the effective date, if possible.

Section 5: All promotions are probationary and subject to a probationary or working test period for ninety (90) days so long as allowed by law during which the employee must perform satisfactorily in the new rank.

ARTICLE 20 - OUT OF TITLE WORK

Section 1: The Prosecutor and the Union agree that employees (Detectives) should be assigned work appropriate to and within their job classification.

Section 2: When any Detective covered by this Agreement works out of title in a position of a higher rank for a period of thirty (30) consecutive days, he shall be compensated at a rate of pay for the position for the entire period during which he worked in that title. This clause shall only apply to a Detective assigned to work at the rank of Sergeant and above. Periods of less than thirty (30) days will not accumulate.

Section 3: Payment for work continued as outlined in the aforementioned paragraph shall be paid at the minimum rate of pay of a higher range.

ARTICLE 21 - UNIT TRANSFER

Section 1: A Detective may request reassignment from his/her present unit to another unit within the Prosecutor's Office.

Section 2: A Detective is eligible to make said request after he/she has served the initial six (6) month probationary period within the Prosecutor's Office.

ARTICLE 22 - PENSION AND LIFE INSURANCE PLANS

Section 1: The Prosecutor and the County shall continue to maintain pension and life insurance benefits to Detectives covered under this Agreement.

Section 2: This coverage shall conform to the provisions of Chapter 16A in Title 43 of the New Jersey statutes that concern the plan known as Police and Firemen's Retirement System for Detectives covered or eligible for the aforesaid plan.

Section 3: The coverage shall conform to the provisions of Chapter 15A in Title 43 of the New Jersey statutes that concern the plan known as the Public Employee's Retirement System for Detectives covered by or eligible for the aforesaid plan.

ARTICLE 23 - LONGEVITY

Section 1: All full-time employees in the PBA Local 331 Bargaining Unit shall be eligible to receive annual longevity pay for commendable service in the amount of \$400.00 upon the completion of five (5) years of continuous service through ten (10) years of service and \$1,000.00 upon the completion of ten (10) years of continuous service and thereafter. Years of completed service shall be computed from December 26 of any given year to December 25 of the following year. Longevity shall be paid out in a lump sum in December of each year.

Section 2: Subject to the written approval of the Police and Fire Pension Board, in lieu of a lump sum annual payment as set forth in Section 1 herein, longevity payments shall be made in the bi-weekly salary of each member as set forth in Section 3 of this Article.

Section 3: All employees who have completed the above required years of service shall be paid as of the first pay period of the new year beginning January 2004 a pro-rated sum of longevity pay earned during the prior year as set forth in Section 1 herein. The pro-rated longevity payments shall be considered as part of the annual compensation of all members of PBA Local 331 in accordance with the established salary policies of the Warren County Prosecutor's Office for all employees in the same position and covered by the same collective bargaining agreement, which is paid in regular, periodic installments in accordance with the payroll cycle of the employer. The longevity payments shall be considered part of "base salary", subject to pension contributions and creditable for retirement and death benefits in the pension system. This article and section applies to all employees in the bargaining unit without option.

Section 4: The annual salary increases pursuant to Article 40, Section 2 of this contract shall be based upon salary not including longevity.

ARTICLE 24 - RETIREMENT

Section 1A: All Detectives who shall have reached sixty (60) years of age may, at the discretion of the Prosecutor, be continued in service upon a written annual recommendation of the Prosecutor and/or his designee and the passing of an annual physical examination.

Section 1B: All Superior Officers who shall have reached sixty (60) years of age may, at the discretion of the Prosecutor, be continued in service upon a written annual recommendation of the Prosecutor and/or his designee and the passing of an annual physical examination.

ARTICLE 25 -MEDICAL BENEFITS

A. All full-time employees after sixty (60) days of continuous service are eligible for hospitalization and major medical benefits, dental benefits and prescription benefits in accordance with the County's healthcare plan. Although medical benefits are paid by the employer, employees are required to make bi-weekly contributions toward their healthcare benefits.

B. The Employer shall pay current hospital and major medical premiums under the aforesaid healthcare plan for employees and their dependents who retire after January 1, 1975, with:

1. Twenty-five (25) years of continuous full-time Warren County service in a New Jersey pension system, or

2. Twenty-five (25) years of accredited PFRS pension time, the last fifteen (15) of which shall have been continuous full-time County service, and where the employee has attained the age of 55. For employees who have met the pension and service time requirements noted above, but choose to retire prior to age 55, participation in the County healthcare plan may be continued by paying the full monthly cost of the plan to the County. The employer shall resume paying current hospital and major medical premiums of the healthcare plan when the retired employee attains the age of 55, or

3. Are separated from continuous full-time County service on a disability pension.

Such payment shall continue until the death of the employee.

C. Any Healthcare changes that occur through future negotiations, will be adopted in future retiree plans for the employee retiring after the date of the signing of this agreement. The employer shall pay current hospital and major medical premiums for retired employees in accordance with the provisions of the resolution adopted by the Board of Chosen Freeholders pursuant to NJSA: 40A:10-23. However, employees who retire and have not reached the age of sixty-five (65) shall continue to make monthly contributions toward their healthcare benefits.

Upon the death of an active employee who is entitled to medical benefits, the surviving spouse shall continue to receive medical benefits for a period of six (6) full months following the employee's untimely death. Should the surviving spouse remarry within this six (6) month period, all coverage shall cease immediately.

The County agrees to follow the County's policy on COBRA as relates to eligible employees.

D. Medicare Part B. Premium Reimbursement for employees sixty-five (65) years or older shall be paid by the Employer until retirement

E. Employee Healthcare Contributions:

Employees will be required to pay bi-weekly contributions for healthcare coverage.

Employee Contribution Amounts (Bi-Weekly):

Coverage	\$19K - \$35K	\$35K - \$60K	\$60K – 85K	\$85K+
Single	\$6.00	\$14.00	\$20.00	\$28.00
Parent/Child	\$9.00	\$18.00	\$28.00	\$39.00
H/W	\$12.00	\$23.00	\$34.00	\$44.00
Family	\$15.00	\$30.00	\$42.00	\$57.00
Parent/Children	\$15.00	\$30.00	\$42.00	\$57.00

F. Retiree Healthcare Contributions:

Retirees will continue paying medical contributions until age 65. Please note the contribution amount will be based on your annual pension disbursement.

The contribution amounts noted below are quarterly payments to be made by the retiree to the County.

Current employees, as of the date of the signing of this agreement, who retire from County employment, shall maintain the contribution amounts noted below throughout their retirement and until age 65.

Retiree Contribution Amounts (Quarterly):

	<u>\$19-\$35 K</u>	<u>\$35-\$60K</u>	<u>\$60-85K</u>	<u>\$85+</u>
Coverage	Retiree Amt	Retiree Amt	Retiree Amt	Retiree Amt
Single	\$20.00	\$40.00	\$55.00	\$71.00
Parent/Child	\$28.00	\$51.00	\$79.00	\$103.00
H/W	\$40.00	\$67.00	\$95.00	\$115.00
Family	\$48.00	\$87.00	\$119.00	\$151.00
Parent/Children	\$48.00	\$87.00	\$119.00	\$151.00

Note: Retirees will not be required to make contributions beyond the age of sixty-five (65).

G. Employee Co-Pays:

The employee co-pay for office visits, short term therapies, emergency room visit, outpatient surgery, et. al., can be found in a full description in the State Health Benefits Plan.

H. The Employer reserves the right to change the insurance plan administrator or carrier provided that in the aggregate, substantially similar benefits are furnished. The Union will be notified of any such planned change.

I. An employee on Leave Without Pay (LWP) must pay a monthly healthcare premium, except as otherwise provided by Family Leave legislation.

J. The County will provide an eyeglass plan under which employees shall be entitled once every twenty-four (24) months to a \$100 reimbursement which shall be designated toward any one of the following: regular glasses, contact lenses, bifocals or Rx safety glasses. All receipts for reimbursement must be submitted to the Personnel Department within thirty (30) days of service. Failure to submit receipts within this timeframe will result in denial of said benefit reimbursement.

K. The employer shall provide a base dental plan which shall cover the plan minimum for preventative and diagnostic services. An employee may choose to upgrade base coverage by paying the established contribution as indicated in the County's dental plan.

ARTICLE 26 – TEMPORARY DISABILITY INSURANCE PLAN

Section 1: Legislation enacted March 26, 1980, provided temporary disability insurance coverage for State employees. This legislation also provided that governmental entities and instrumentalities may elect coverage for their employees.

Section 2: The Prosecutor and the County agrees to participate in the New Jersey Temporary Disability Insurance Plan to cover all Detectives for work lost due to disability. The County shall pay 50% and the Detective shall pay 50% of the cost of the insurance and shall participate in the program consistent with its Rules and Regulations.

ARTICLE 27 - VACATIONS

Section 1A: All Detectives covered by this agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein. It is stipulated that the years of service denoted herein are considered actual years of service in the employ of Warren County.

- a. One working day of vacation for each month employment during the first calendar year of employment.
- b. Twelve working days of vacation for one year of service.
- c. Fifteen working days of vacation from two through five years of service.
- d. Twenty working days of vacation from six through twenty years of service.
- e. Twenty-five working days from twenty-one years of service.

Section 1B: All Superior Officers covered by this agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein.

- a. A Superior Officer will receive twenty (20) days of vacation during the first calendar year of promotion.
- b. Upon the completion of twelve (12) years of continuous service with the Warren County Prosecutor's Office, a Superior Officer will receive twenty one (21) working days of vacation.
- c. Twenty two (22) working days of vacation from thirteen (13) years of continuous service.
- d. Twenty three (23) working days of vacation from fourteen (14) years of service.
- e. Twenty four (24) working days of vacation from fifteen (15) years of service.
- f. Twenty five (25) working days of vacation from sixteen (16) years of service.

Section 2: Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis and in accordance with established policy. Vacation allowances must be taken during the current calendar year at such time as permitted or directed by the Prosecutor and/or his designee, unless it is determined it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward to the next succeeding year. Where a Detective has earned vacation in excess of one year allowance as of October 1, the Detective will meet with his/her supervisor to schedule such vacation time as may not be carried into the succeeding calendar year, so that no accrued vacation time will be lost.

Section 3: Upon separation from the Prosecutor's Office or upon retirement, a Detective shall be entitled to vacation allowance for the current year prorated upon the number of months or major portion thereof worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Section 4: When a vacation allowance for an employee changes based on his years of service during any calendar year, the annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective on the first day of the month of the anniversary of employment if the date of employment is from the first day of the month through the fifteenth (15) day of the month. The new rate shall be effective on the first day of the month following the anniversary date of hire if the date of employment is from the sixteenth day of the month through the last day of the month.

Section 5: The Prosecutor and/or his designee shall attempt to schedule work, in so far as possible, to preclude changes in the vacation scheduling.

Section 6: A Detective shall be required to give at least 24 hours advance written notice of a request to take a vacation day off. Requests for more than one day and up to four consecutive days off, must be given in writing at least 48 hours in advance. Vacation of less than five consecutive work days may be scheduled by mutual agreement between the Detective and the Prosecutor and/or his designee. Requests for five or more consecutive days off shall be given in writing at least two weeks prior to the requested vacation. All vacation requests up to and including February 15, will be governed by seniority and after February 15, will be on a first come, first serve basis.

Section 7: If a Detective dies having vacation credits, a sum of money equal to the compensation figured on his/her salary rate at the time of death shall be calculated and paid to his/her estate or legal representative.

Section 8: Vacation days may be scheduled with at least 24 hours' advance written notice and taken for half days at the discretion of the Prosecutor and/or his designee.

Section 9: Detectives shall not accrue vacation time if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

ARTICLE 28 - LEAVES OF ABSENCE

A. Sick Leave

Section 1: Sick leave shall accumulate at a rate of one day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire. Beginning with the second calendar year, fifteen (15) sick days will be credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis and in accordance with established policy.

Section 2: Sick leave shall accumulate year to year with one day per month credited to the Detective at the beginning of each successive month, and an additional day added every four months, for a total of fifteen days sick leave per year and available on January 1, of the calendar year.

Section 3: Detectives shall not accrue sick leave days if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

Section 4: Sick leave may be utilized by Detectives when they are unable to perform their work by reason of personal illness, or illness in the immediate family, accident or exposure to contagious diseases.

Section 5: Upon separation from the Prosecutor's Office by a Detective, any sick time utilized which has not been earned in accordance with Section 2, above, the costs thereof shall be withheld from the final paycheck.

Section 6: In all cases of illness, whether of short or long term, the Detective is required to notify his/her superior of the reason for absence at the earliest possible time but in no event later than his/her usual reporting time or other time as required or necessitated by the circumstances.

- a. At the discretion of the Prosecutor and/or his designee, he may at any time require the Detective seeking sick leave to submit acceptable medical evidence on the approved form.
- b. If a Detective is absent for five consecutive working days, a doctor's certificate shall be required upon returning to work.
- c. For sick leave totaling more than fifteen days in a calendar year, a doctor's certificate shall be required upon returning to work.
- d. Up to two weeks sick leave shall be approved to any Detective for emergency attendance upon a member of his/her immediate family (father, mother, spouse, child, foster child, sister, brother or other near relatives residing in the Detective's household) critically ill and requiring the presence of such Detective. Additional sick leave may be granted by the Prosecutor if special circumstances so require.
- e. If all bereavement leave set forth below in Article 28, F, Bereavement Leave, has been exhausted, then up to two weeks sick leave may be approved because of death in the immediate family, as defined in paragraph d, above.

- f. If the sick leave is not approved by the prosecutor and/or his designee, the time involved during which the Detective was absent shall be charged to his/her vacation credit, if any; otherwise, he/she will suffer loss of pay for such time.
- g. A detective who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave shall notify his/her immediate superior, or some other person in his/her particular unit, by telephone or personal message, at the beginning hour of work for his/her position.

Section 7: Unused Sick Leave. A permanent Detective who retires or who dies while employed by the Warren County Prosecutor's Office (other than deferred retirement) and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave. The supplemental compensation to be paid shall be computed at the rate of one half of the eligible Detective's daily rate of pay for each day of annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement or death, provided, however, that no such supplemental compensation shall exceed \$15,000.00. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or death at the option of the Detective on quarterly dates: January 1, April 1, July 1, and October 1, with payments beginning on the quarterly date next following the date of retirement. Prior to October 1, in the year prior to the year of the Detective's retirement, a notice must be provided to the employer by the employee of his request as far as lump sum or quarterly payments. After October 1, the employer has the option on how to distribute the funds and not the employee. However, the option remains with the employee or his estate in the event of work related disability or death.

B. Workmen's Compensation Insurance & Sick Leave Injury Insurance

Section 1: The prosecutor and the county agrees to purchase and maintain in force sick leave injury insurance to cover all Detectives for work loss due to injuries received on the job.

Section 2: When a Detective is absent on a work related injury or illness, the Detective shall retain his/her Worker's Compensation disability checks and receive in addition thereto a salary differential from which normal deduction shall be taken. The salary differential shall be paid during the period that the temporary disability benefits are received and all adjustments shall be made after the Detective returns to work in the event of an overpayment/underpayment. In this fashion, the Detective shall be able to receive the Workmen's Compensation check and the salary differential such that the full salary shall be paid during this period, but to comply with the IRS and Division of Pension regulations, the normal withholding shall be taken only on the salary difference.

Section 3: Sick leave injury will not be charged to the Detective's sick leave. Worker's Compensation and insurance accident reports must be filed with the Prosecutor's Office in all cases no later than the start of the second work day after the injury occurred, in case of a fatal or serious injury (one that requires hospitalization) complete the form and notify the Prosecutor or his designee immediately.

Section 4: The insurance carrier will issue the Workmen's Compensation checks to the Detective and prosecutor and/or his designee will issue, to the Detective, the portion

representing the difference between the compensation payment and the Detective's full salary.

Section 5: The Prosecutor or the sick leave insurance carrier at their discretion may, at any time, require the Detective on sick leave injury time to submit to a physical examination by a physician of the Prosecutor's or insurance carrier's choice.

Section 6: If the sick leave injury is not approved by the Prosecutor and/or insurance carrier after examining all evidence submitted by the Detective, witnesses to the accident or examining physician if requested, the time involved during which the Detective was absent shall be charged to his sick leave balance, if any, and/or his vacation balance, if any, otherwise, the Detective shall suffer loss of pay for such time loss.

Section 7: A total amount of up to one year's compensation shall be paid by the sick leave injury insurance for work loss caused by an injury received on the job, provided the aforesaid requirements are complied with.

Section 8: A doctor's certificate authorizing a Detective to return to work shall be required upon returning to work from sick leave injury or receiving Workmen's Compensation.

C. Family Leave

Section 1: Detectives covered by this Agreement shall be entitled to family leave as herein set forth. A Detective shall notify the prosecutor and/or his designee of her pregnancy as soon as it is medically confirmed, but no later than the end of the third month of pregnancy without good cause shown. Except for reasons of health and safety or inability to perform her job, the pregnant Detective shall be permitted to work provided the attending physician approves and so advises in writing. Such Detective shall be granted an earned and accumulated sick leave during the time prior to the expected date of confinement and for six weeks after the actual date of birth. Additional time beyond the six weeks shall be granted upon presentation with doctor's certificates setting forth the necessity therefore. Subject to the approval of the Prosecutor and/or his designee, the Detective may request the family leave without pay in lieu of the use of earned and accumulated sick leave. Leaves of absence may be granted by the Prosecutor and/or his designee for a period or periods not to exceed a total of one year from the initial date of family leave upon written request when accompanied by a doctor's certificate setting forth the need therefore. In no event shall family leave extend beyond one year. Detectives covered by this agreement shall be entitled to all the rights and benefits of the Federal Family and Medical Leave Act of 1993 and the New Jersey Family Leave Act.

D. Administrative Personal Leave.

Section 1: Detectives covered by this Agreement shall be entitled to three days of administrative personal leave of absence with pay in each calendar year.

Section 2: Administrative personal leave may be used for emergencies, observation of religious, or other days of celebration (but not holidays as defined herein), personal business, or other personal affairs such as death in the Detective's immediate family, but not limited thereto.

Section 3: Newly hired Detectives shall be granted one full day administrative leave after each four calendar months of employment to a maximum of three days during the remainder of the calendar year in which he/she is employed.

Section 4: Administrative personal leave shall be granted by the Prosecutor and/or his designee upon request of the Detective and leave shall be scheduled in advance, provided the request may be granted without interference with the proper conduct of the government function involved.

Section 5: Such administrative personal leave credit shall not accumulate. Unused balance in any year shall be cancelled at the end of the calendar year.

E. Jury Duty

Section 1: Should any Detective be delegated to serve as a juror, he/she shall receive full pay from the prosecutor's Office for all time spent on jury duty less any remuneration for such service.

Section 2: While a Detective is serving jury duty he/she shall not be required to work for the Prosecutor and/or his designee during the hours when he/she is on jury duty.

Section 3: Detectives must obtain a certificate from the Jury Management Office certifying their number of days the Detective served on jury duty and submit the certificate to the Prosecutor's Office.

F. Bereavement Leave

Section 1: The Prosecutor and/or his designee shall provide bereavement leave with pay not to exceed five (5) working days total per calendar year. Three bereavement days may be utilized in the case of the death of a first degree relative, as defined below. The remaining two bereavement leave days may be utilized in the case of the death of either a first degree relative or a second degree relative as defined below. With regard to second degree relatives, Detective shall be limited to one bereavement leave day per occurrence. First degree relatives shall be defined as follows: (father, step-father, mother, step-mother, spouse, child, step-child, foster child, PSSLQ, sister, step-sister, brother, step-brother, mother-in-law, father-in-law, grandparent or other near relatives residing in the employee's household). Additional days may be approved by the Prosecutor and/or his designee in advance and charged against Administrative Personal Leave. If administrative personal leave is exhausted, vacation and/or sick may be substituted.

Section 2: Second degree relatives shall be defined as follows: A Detective's uncle, aunt, niece, nephew, cousin, sister-in-law or brother-in-law.

Section 3: As soon as possible a Detective shall notify the immediate supervisor of a death in his/her family, and of his/her need for leave. Notification must be given as in the case of Sick Leave. Proof of death may be required by the Prosecutor and/or his designee.

G. Military Leave

Section 1: A Detective who is a member of the National Guard or Naval Military or a reserve component by any of the Armed Forces of the United States who is required to undergo annual active duty for training shall be granted leave of absence, with pay, for such period. Such leave shall be in addition to regular vacation leave and such pay shall not be for more than two (2) weeks. Proof of service shall be requested.

Section 2: A Detective who is called for active duty with the military in time of war or emergency shall be granted a leave of absence, with pay, and will accumulate seniority during such period of service. The leave with pay shall be authorized, calculated and disbursed in accordance with Warren County policy as referenced from the laws governing active duty military leave as promulgated by the State of New Jersey. A Detective who voluntarily continues in the military service beyond the time when he/she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his/her employment and resigned. Upon termination of said service from the period of original enlistment, the Detective will be re-employed at the rate of pay prevailing for work which he/she is assigned at the time of his/her re-employment providing however, that he/she has not been dishonorably discharged, the job or comparable job is available, he/she is physically, mentally and emotionally able to perform such work, and he/she makes written application for reinstatement within ninety (90) days after discharge.

H. Leaves Without Pay

Section 1: The grant or denial of a request for leave without pay is discretionary with the employer. The request must be made in advance and must be recommended by the employee's supervisor, with the employer retaining the ultimate decision making power. A leave without pay request based upon non-job related medical reasons where a physician has indicated that the employee cannot work, will require the employee to first exhaust accumulated sick leave. If a leave without pay request is denied, the employee is expected to report for work. The employee's absence under such circumstances will be considered absent without leave (A.W.O.L.) which would give the employer cause for discipline including discharge.

I. Additional Benefits

Section 1: Benefits will be consistent with existing Federal and State laws at the time the leave is taken.

Section 2: If a Detective dies while in active employment status, leave time which has been accrued, but which remains unused (vacation leave, compensatory time, personal days, holidays) will be paid to the Detective's spouse/next of kin.

ARTICLE 29 - HOLIDAYS

Section 1: The legal paid holidays which are recognized holidays for the purpose of this Agreement are as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday (Third Monday in February)
Good Friday
Memorial Day (Last Monday in May)
Independence Day
Labor Day
Columbus Day (Second Monday in October)
Election Day
Veteran's Day
Thanksgiving Day and the Friday succeeding the same
Christmas Day

Section 2: When holidays set forth herein fall on Saturday or Sunday respectively for the purposes of this Agreement, said holidays shall be celebrated on Friday or Monday, based on the schedule provided by the Warren County Board of Chosen Freeholders, in regard to Detectives working a five day work schedule. All other Detectives assigned to special units shall have said holidays celebrated on the days which they occur for all purposes including the receiving of holiday pay.

Any Detective working on legally declared holiday(s), shall be paid time and one-half time. It is the responsibility of the Detective to note holiday pay on their time sheets.

In order to qualify for holiday pay, Detectives must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence. A leave of absence without pay shall not be considered an excused absence.

In addition to the aforementioned holidays, the Employer will have the option to grant a holiday when the President of the United States as Chief Executive of the U.S. declares a holiday by proclamation or when the Congress of the United States shall pass and declare a holiday to be legal under the laws of the U.S. or when the Governor of the State of New Jersey shall pass and declare a holiday to be legal under the laws of the State of New Jersey.

ARTICLE 30 - EDUCATION BENEFITS

Section 1: All employees (Detectives) covered by this Agreement shall be eligible to receive financial reimbursement for job related, career or personal development courses such as seminars and continuing education courses which will aid the employee in his/her employment. The foregoing decision of job-relatedness is discretionary with the Prosecutor.

Section 2: Reimbursement will be contingent upon:

- a. An interested employee who has completed his/her probationary term must submit a written request for the course work to the Prosecutor and/or his designee for approval and verification that the funds are available. The employee will be notified as to the approval or disapproval of his/her application within two (2) weeks. Within four (4) weeks after completion of the course work, the employee shall submit to the Prosecutor and/or his designee, certification of successful completion of the course work on the proper form. Payment will be made to the employee after approval by the Prosecutor and/or his designee and after the employee has completed and signed the proper voucher forms.
- b. The Detective must maintain a "C" grade or better for an undergraduate course and a "B" grade or better for a graduate course.
- c. Courses shall be taken outside the employee's normal working hours and shall not interfere with the employee's responsibility of employment.
- d. Reimbursement will be the lesser of the actual expenses or the current tuition rate at Rutgers, the State University of New Jersey. Employees are responsible for their travel expenses, fees and books.
- e. Priority will be given to employees attending colleges within the State of New Jersey.
- f. A maximum of 12 credits per calendar year may be taken by employees.

- g. Employees must sign a service agreement commitment that they will continue employment with the Prosecutor's Office for at least one year. If the employee terminates employment before completion of the Agreement, he/she must repay the Prosecutor's Office on a pro rata basis the financial value of the tuition reimbursement that has not been repaid via the above work commitment.
- h. The amount of ten thousand dollars (\$10,000.00) will be appropriated by the Prosecutor's Office, for each year of this Agreement. Reimbursement to eligible employees will be on a "first come, first serve" basis until such time as the appropriation is depleted. If the appropriation is not depleted in a given year, a maximum of five thousand dollars (\$5,000) will be carried over to the next calendar year.

ARTICLE 31 - LAYOFFS

Section 1: Layoffs of detectives for bona fide economic reasons shall be solely at the discretion of the Prosecutor. However, in making such decisions, he shall initially consider layoffs on the basis of seniority, beginning with the last hired Detective.

Section 2: In the event a Detective is laid off, he/she shall have first consideration for re-employment at such time that a Detective's position is again available, with the understanding that the prosecutor shall make all final decisions as to rehiring.

Section 3: In the event the Detective decides to accept a Detective's position again, he/she shall be re-employed with all benefits (including but not limited to rank, seniority, years of experience, sick leave and vacation) credited to him/her from his/her prior employment as a Detective within the Warren County Prosecutor's Office.

ARTICLE 32 - SEVERANCE PAY

Section 1: The Prosecutor hereby agrees to pay severance pay in the amount of two week's salary to any Detective whose job may be abolished on a permanent basis with the Prosecutor provided said Detective is not transferred to or absorbed by any county, state or federal department, agency or program.

Section 2: Severance pay shall not apply to any detective position that is totally funded by a grant which has expired and has not been renewed.

ARTICLE 33 - EMPLOYEE EXPENSES

Section 1: When the employer requires that employees use special equipment such as rain and safety equipment, these shall be provided and maintained by the Employer at no expense to the employees.

CLOTHING MAINTENANCE ALLOWANCE

Section 1: All Detectives shall be entitled to an annual clothing maintenance allowance of \$400.00 beginning in 2004 and for each year thereafter. The clothing maintenance allowance shall be paid by separate check in two (2) installments within 45 days of April 1, and within 30 days of October 1, with the requirement that the employees must serve the full six (6) month calendar period preceding those dates in order to qualify for payments. The employee may be required to sign a certification that he/she will spend the money provided for clothing maintenance, in order to receive the clothing allowance. Unused clothing maintenance allowances shall not accumulate and be carried into a subsequent calendar year. Unused allowances or portions thereof shall be cancelled at the end of each calendar year.

Section 2: 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 receipt and supervisor's approval.

ARTICLE 34 - VEHICLE AND USE

Section 1: It shall be the obligation of the Detective assigned to a vehicle to keep same in good operating condition and to see that preventive maintenance is performed periodically by the County garage or its designee as scheduled by the County garage. Any costs incurred shall be paid by the Prosecutor.

Section 2: It shall be the responsibility of each Detective to immediately report any defective vehicle to their immediate supervisor and the County garage.

Section 3: In the event the prosecutor or his designee determines that a vehicle is in unsafe operating condition, said vehicle shall be removed from service and repaired.

Section 4: It shall be the responsibility of each Detective to immediately report any accident involving a County vehicle to the proper police authority and to the Chief of Detectives as soon as possible if not immediately.

Section 5: Whenever an individual employee is authorized to use his privately owned vehicle on County business, the Employer shall reimburse the employee "at the IRS rate for mileage", consistent with the Travel Regulations appended to the Warren County Personnel Policies, revised 6/27/01.

EMPLOYER AUTOMOBILE INSURANCE

Section 1: The Employer agrees to maintain in full force and effect liability insurance on all vehicles owned or designated for use by the Employer. This insurance will provide for coverage to anyone driving a vehicle owned by the Employer with permission.

Section 2: Employees who do not hold a valid and current drivers license shall not drive.

Section 3: The employer shall also provide insurance for an umbrella policy over and above the coverage of an individual employee's private automobile liability insurance coverage to cover those situations in which an individual (employee) is authorized to use his/her personal vehicle for any business of the Employer. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration.

ARTICLE 35 - ON CALL COMPENSATION

Section 1: All Detectives are required to be available to answer calls after hours during their on call week.

Section 2A: A Detective may utilize the County vehicle assigned to him/her after hours for personal use during his/her on call week at the discretion of the Prosecutor.

Section 2B: A Superior Officer may utilize the County vehicle assigned to him/her after hours for personal use at the discretion of the Prosecutor.

Section 3: It is the responsibility of each Detective assigned a vehicle that his/her vehicle is properly equipped with the necessary material to function properly when responding to an assignment either during normal working hours or when assigned as the on call Detective during non-business hours. Costs for equipment shall be paid by the Prosecutor.

Section 4: Detectives who are on call for Saturday, Sunday or Holidays as set forth in this contract will receive an "on call" payment of \$60.00 for each Saturday, Sunday or Holiday that the detective is on call.

Section 5: Superior Officers who are on call for Saturday, Sunday or Holidays as set forth in this contract will receive "on call" payment of \$60.00 for each Saturday, Sunday or Holiday that the Superior Officer is on call. It is further understood that the Prosecutor will make every effort possible so as NOT to have a Superior Officer placed on any "on call" roster.

ARTICLE 36 - EXPENSES FOR MEALS

Section 1: In the event a Detective is assigned to attend any school or in-service-training requiring overnight stays, his/her expenses for meals shall be paid by the Prosecutor.

Section 2: Any Detective on extradition duty or assigned duties which prohibit him/her from being home at such times that a reasonable person would expect to eat breakfast or supper, the expense for the meal(s) shall be provided by the Prosecutor (such times defined as after 4:30 p.m. or before 8:30 a.m.)

Section 3: The meal expense allowance as aforementioned shall be provided as follows effective as of the date of execution of this agreement:

Breakfast shall be ten (10) dollars per Detective.

(A Continental Breakfast does not constitute a meal and the Detective shall receive a total allotment of ten (10) dollars.)

Lunch shall be fifteen (15) dollars per Detective.

Dinner shall be twenty-five (25) dollars per Detective.

Section 4: The Detective may aggregate allowances for meals up to the eligible amount or maximum of fifty (\$50.00) dollars per day. Receipts must be supplied for all reimbursements.

ARTICLE 37 - HOURS OF WORK

Section 1: It is understood and agreed by the parties hereto that the normal hours of work in existence at the time of this Agreement for all Detectives unless changed by mutual consent shall remain in full force and effect for the duration of this Agreement. Either party reserves the right to request a change in normal working hours, but no change shall be made unless mutually agreed to. It is expressly understood that the foregoing provisions do not apply to those circumstances where changes of hours have been held to management prerogatives.

Section 2: For all Detectives in the Prosecutor's Office, the workweek shall be forty (40) hours per week, which shall be scheduled Thursday through Wednesday. Beginning January 1, 2003, the workweek shall be thirty-seven and-one-half (37 ½) hours per week, with no reduction in salary or benefits.

Section 3: The normal eight (8) hour day (7 ½ beginning in 2003) is subject to a flex time schedule pursuant to a mutual Agreement between the Detective and his/her unit supervisor. Every effort will be made to cover the following work schedules 8:00 a.m. to 5:00 p.m., 8:30 a.m. to 5:30 p.m., or 9:00 a.m. to 6:00 p.m. (8:00 a.m. to 4:30 p.m., 8:30 a.m. to 5:00 p.m., or 9:00 a.m. to 5:30 p.m. as of 2003.) In any given nine (9) hour (8 ½ as of 2003) period, the Detective is entitled up to one (1) hour off duty (non-paid hour) for meals or any part thereof.

Section 4: For all Detectives that are members of the Tactical Entry Team, it is agreed that members will receive an hour for an hour compensation not to exceed eight hours per month. This will apply only to one monthly training day scheduled for the Tactical Entry Team or a makeup day held within that given month for someone who missed the regularly scheduled training day. Any other training is voluntary, non-compensatory training. Compensation days for tactical training must be taken within the time prescribed in this contract. They will not be converted to paid days at the end of the year.

ARTICLE 38 - OVERTIME

Section 1: Overtime shall be defined as:

- a. Hours or quarter fractions thereof worked by a detective or in excess of a seven and one-half (7 ½) hour day or thirty-seven and one-half (37 ½) hour week; and
- b. Hours or quarter fractions thereof worked as a result of “call out” of the home.

Superior Officers shall not ordinarily receive overtime for phone calls taken outside the regular work day except under extraordinary circumstances with the specific approval of the Prosecutor. Overtime compensation shall be at the rate of time and one-half.

Section 2: Overtime payment shall be in the pay period following the pay period in which the overtime was worked, if time sheets are provided to the Chief Detective or his designee on a weekly basis by 10:00 a.m. each Thursday; otherwise, overtime will be paid in the next pay period.

Section 3: Additional Hours Worked. All work performed beyond a seven (7) day work period (37 ½ hours) and all work performed beyond an seven and one-half (7 ½) hour day shall be compensated at a time and one-half rate.

Section 4: Employees may, if approved by the Prosecutor in advance, receive compensatory time off at a rate not less than one and one-half hours for each hour of employment greater than the normal workweek in lieu of paid overtime. Under Fair Labor Standards Act (FLSA) regulations, the Prosecutor may arrange, through mutual agreement with the employee, the provision for compensatory time to a cumulative hourly limit not to exceed 75 clock hours (regular work hours). When compensatory time transcends this limit, the employee shall be entitled to overtime pay at one and one-half times the regular rate earned by the employee at the time the employee receives such compensation. Under such an agreement, the employee may or may not exchange compensatory time for cash payment if compensatory time accumulated falls within the mutually agreed upon cumulative hourly limit. The option to request compensatory time accrued in cash must be mutually agreed upon by the Prosecutor and employee before the onset of the compensatory time agreement.

Employees entitled to compensatory time are those who have been classified as non-exempt employees according to the FLSA and who have had compensatory time approved by the Prosecutor. Such employees shall be permitted by the Prosecutor to use earned compensatory time within a reasonable period mutually scheduled by the employee and Prosecutor provided the use of such compensatory time does not unduly disrupt the operations of the Prosecutor’s Office.

An employee who has accrued compensatory time off authorized pursuant to this policy shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than the final regular rate received by such employee.

Section 5: Call Out: A minimum of two (2) hours’ overtime shall be paid as a result of a “call out”. See Art. 3, Sec. 1E for the definition of “call out”.

ARTICLE 39 - EXTRADITIONS

Section 1: When a Detective is assigned/ordered by the Prosecutor and/or his designee extradition duty, said Detective shall be paid in accordance with the overtime section for this Agreement, when they work beyond normal working hours.

Section 2: When a Detective participates in extradition duty, it is understood that all extradition expenses, i.e. airline fares, food, car rental, gas, hotel/motel, parking fees, etc shall be borne by the Prosecutor. It is further understood that meal expenses will be borne by the prosecutor in accordance with the meal schedule (detailed in Article 36 of this contract) for those extraditions determined to be 50 miles or greater from Belvidere.

ARTICLE 40 - APPLICATION OF SALARY AND BENEFITS

Section 1: Salary:

<u>Academy Step</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
Academy Step	35,918	36,277	37,003	37,003
1 st Step	41,132	41,543	42,374	42,374
2 nd Step	45,767	46,225	47,150	47,150
3 rd Step	50,123	50,624	51,637	51,637
4 th Step	56,090	56,651	57,784	57,784
5 th Step	65,197	65,849	67,166	67,166
6 th Step	72,204	72,926	74,385	74,385

	<u>1/1/08</u>	<u>7/1/08</u>	<u>1/1/09</u>	<u>7/1/10</u>	<u>1/1/11</u>	<u>7/1/11</u>
7 th Step	78,840	81,206	82,830	86,143	88,728	91,389
Sergeant	85,542	88,108	89,870	93,465	96,269	99,157
Lieutenant	92,812	95,597	97,509	101,409	104,451	107,585
Captain	100,701	103,722	105,796	110,028	113,329	116,729

Section 2: Employees not at the 7th step shall advance to the next highest step on the salary guide effective January 1st of each year of the Agreement. Any employee newly hired and placed on the Academy Step shall advance to the 1st step upon completion of academy training or after one full year of service, whichever shall come first.

Section 3: It is specifically agreed by the parties that as a condition to and in consideration for the agreement for step movement, PBA 331 and the County shall stipulate to the step movement in the Year 2012 and in any subsequent year thereafter in accordance with the provisions of N.J.S.A. 34:13A-16g(4), in any subsequent mediation or interest arbitration proceeding.

It is further agreed that the cost of such step movement must be considered by any such mediator or interest arbitrator as part of the overall compensation of these employees pursuant to N.J.S.A. 34:13A-16g(3) and must be given due weight by the interest arbitrator as part of the financial impact on the governing unit, its residents and taxpayers in 2012 and in any subsequent year thereafter in accordance with N.J.S.A. 34:13A-16g(6).

Section 4: During any leave of absence without pay that is not covered by federal laws, state laws or this contract, the Detective's fringe benefits shall be continued provided that the cost thereof (normally paid by the Prosecutor/County) is thereafter paid by the Detective to the insurance carrier through the Prosecutor/County unless the Detective is on an authorized family leave.

ARTICLE 41 - PAYROLL DEDUCTION OF UNION DUES

Section 1: The Prosecutor agrees to deduct from the salaries of bargaining unit members dues to the Union, P.B.A. Local # 331, exclusively as said organization is the duly certified majority representative for Detectives. Deductions shall be made when authorized in writing to do so by each employee. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law each pay period, and monies collected, together with a listing of the Detectives shall be transmitted to P.B.A. Local # 331 (checking account maintained at PNC Bank, 101 Mansfield Street, Belvidere, New Jersey 07823) by the fifteenth (15th) day of each month following collection. The Detective shall indicate in writing to the proper disbursing officer of the County his/her desire to have any deductions made from his/her salary for the purpose of paying the union dues. Such disbursing officer shall make such deduction from the compensation of the detective and the disbursing officer shall transmit the sum so deducted to the Union as designated by the Detective in his written request.

Section 2: No other request for dues deductions for a labor organization shall be honored or processed by the Prosecutor for any Detective.

Section 3: An authorization for deduction of membership dues in P.B.A. Local # 331 shall be terminated automatically when a Detective is removed from the payroll of the Prosecutor. Where a Detective takes a leave of absence without pay for one (1) month or more during any payroll deduction period, there shall be no obligation on the part of the Prosecutor to collect funds from his/her salary during such absence. Upon his/her return to employment at the termination of his/her leave, the Prosecutor shall continue to deduct dues from his/her salary in accordance with the payroll deduction agreed upon by the parties.

Section 4: The amount of monthly members dues will be certified by the P.B.A. in writing to the Prosecutor, and the amounts so certified will be uniform for all members of the Union.

Section 5: A Detective may withdraw dues deductions from the Union on July 1 of each year provided, however, that said Detective given notice of withdrawal to the Prosecutor thirty (30) days in advance of his/her desire to withdraw. The filing of notice of withdrawal shall be effective to halt deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed.

Section 6: The Union shall notify the Prosecutor of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after the receipt of the request.

Section 7: The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Prosecutor and/or his designee. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the County in reliance upon salary deduction authorization cards submitted by the Union.

ARTICLE 42 - AGENCY SHOP

Section 1: Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union of automatic payroll deduction. The representation fee shall be in an amount equal to eighty five (85%) of the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the union and the employer.

Section 2: The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, process or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the County at the request of the Union under this Article.

ARTICLE 43 - INVESTIGATOR STEP SYSTEM DEFINED

Section 1: Newly hired Detectives shall be placed on a six (6) month probationary period instituted to learn and acquire office policy and procedures. The six-month probationary period does not include time spent at the academy, only time spent within the office.

Section 2: During the six (6) month probationary period, the step system does not apply. Upon successful completion of the probationary period he/she will automatically fall into the step system.

Section 3: Definition of Law Enforcement experience – includes experience in Municipal, Prosecutor's Office, State Police and Federal Law Enforcement Agencies. Other forms of experience may be considered optional at the discretion of the Prosecutor. Placement within the step system is within the complete discretion of the Prosecutor.

Section 4: Years of experience is determined by taking the January of the following year after graduation date of a certified training academy.

MERIT PROGRAM – In addition to the automatic increase, the Prosecutor may use discretion and award performance or incentive pay.

ARTICLE 44 - FULLY BARGAINED PROVISIONS

Section 1: This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2: Therefore, the Prosecutor and the P.B.A. for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 3: Nothing herein shall infer that this Agreement will be altered or modified in whole or in part during the life of this Agreement without the express mutual consent of both bargaining parties.

ARTICLE 45 - TERMS OF AGREEMENT

Except as otherwise provided herein, the terms and effects of this Agreement shall be in full force commencing January 1, 2008, and shall remain in effect and full force through December 31, 2011.

A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 2011.

IN WITNESS WHEREOF, the Prosecutor and the P.B.A. have caused this Agreement to be signed by their duly authorized representatives as of the _____ day of _____, 2009.

PROSECUTOR OF WARREN COUNTY

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL # 331

Thomas S. Ferguson

President

Vice President

Secretary

WARREN COUNTY BOARD OF CHOSEN FREEHOLDERS

Richard D. Gardner
Freeholder Director

Steve Marvin
County Administrator

DATE: _____

DATE: _____