

2-0490

05-00

Execution Draft

AGREEMENT

BETWEEN

CAPE MAY COUNTY *Prosecutor*

CAPE MAY COURT HOUSE, NEW JERSEY

and

COUNTY PROSECUTOR

OF THE COUNTY OF

CAPE MAY

AND

P.B.A. LOCAL 59

POLICE BENEVOLENT ASSOCIATION

COVERING THE PERIOD

✓ JANUARY 1, 1988 THROUGH

DECEMBER 31, 1989

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PREAMBLE

This Agreement, entered into this 26th day of April, 1988, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and the COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY, hereinafter called the "Prosecutor", and "P.B.A. LOCAL 59, POLICE BENEVOLENT ASSOCIATION," hereinafter called the "P.B.A." or "Association," represents the complete and final understanding on all the bargainable issues between the parties.

ARTICLE ONE

PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, etc.), of the State of New Jersey, to promote and ensure 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 legitimate grievances, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the peoples of the County of Cape May.

ARTICLE TWO

RECOGNITION

The County and the Prosecutor hereby recognize Local 59 Policeman's Benevolent Association, as the sole and exclusive collective bargaining representative for all regular full-time employees holding the title of County Detective and County Investigator, and employed by the Cape May County

Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant the Public Employees Relations Act of the State of New Jersey and all other applicable law.

All professional employees, confidential employees, supervisory employees (such as County Detective-Captain) and managerial executives (such as Chief of Detectives) are specifically excluded from this contract.

ARTICLE THREE
MANAGEMENT RIGHTS

A. The parties acknowledge that the Prosecutor is vested with the right and responsibility under the Laws of the State of New Jersey to manage the Cape May County Prosecutor's Office to include the following rights:

1. To determine the standards of service to be provided by the Cape May County Prosecutor's Office;
2. To maintain the efficiency and effectiveness of the Cape May County Prosecutor's Office;
3. To determine the standards and qualifications for employment of all employees;
4. To discipline employees according to law including suspension, demotion, termination or other appropriate disciplinary action;
5. To direct the activities of all employees including content of work assignment;
6. To generally exercise complete control over the organization and operation of the Cape May County Prosecutor's Office.

B. Nothing contained herein shall be construed to deny or restrict the County of its powers, rights, authority, duties, and responsibilities under the Laws of the State of New Jersey.

ARTICLE FOUR

DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent employee - means an employee who has acquired Civil Service permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency.

Seasonal - employees which are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and any employee's unmarried children (including any step children, legally adopted children and foster children dependent upon employee for complete support and maintenance and who have been reported for insurance from birth until 19 years of age, or 23 years of age if a full-time student attending an accredited college. Persons insured as employees are not included as dependents.

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.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employee - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal grants.

C.E.T.A. employees - means persons who are hired to fill positions funded by the Federal Comprehensive Employment Training Act.

Anniversary date - date of hire or date of most recent title change or promotion.

ARTICLE FIVE GRIEVANCE PROCEDURE

A. Definition.

The term grievance as used herein means any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee.

B. Purpose.

1. 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.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

3. Any grievance may be raised by any employee or by the Association.

B. 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:

(a) An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing within ten (10) working days after its occurrence to the P.B.A. representative and with a copy to the Prosecutor and Chief of County Detectives. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The Chief of County Detectives shall render a written decision within five (5) working 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 Two:

(a) In the event a satisfactory settlement has not been reached with the Chief of County Detectives, the employee may appeal his grievance to the Prosecutor within ten (10) working days following receipt by the employee of the written determination of the Chief. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Prosecutor.

(b) The Prosecutor shall render a written decision within ten (10) working 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 grievances involving interpretation and application of the provisions of this contract.

C. Grievances affecting the interpretation and application of the provisions of this contract not settled through Steps 1 and 2 may be referred to the Public Employment Relations Commission within ten (10) days after the determination by the Prosecutor. An arbitrator shall be selected pursuant to the rules of P.E.R.C., however, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Prosecutor. In the event the aggrieved employee elects to pursue Civil Service Procedures, the

arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in the processing of the case to arbitration. The decision of the arbitrator shall be final and binding upon both parties, however, the arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the County and the Association. Any additional costs shall be paid by the party incurring same.

D. Nothing herein shall prevent any employee from processing his own grievance, provided representatives of the P.B.A. may be present at such hearings and provided further that no settlement with any such employee shall violate this Agreement.

ARTICLE SIX

VEHICLES

A. All new vehicles assigned to Prosecutor's Office will be standard size vehicles (no compacts). Specifications for such vehicles shall be comparable to the Specifications for police vehicles as determined by the Department of Law and Public Safety of the State of New Jersey. The County and the Prosecutor agree to review and discuss such specifications with the Association prior to soliciting bids for any new vehicles.

B. All new vehicles hereafter purchased or assigned to Prosecutor's Office shall be air conditioned and contain AM radios.

C. It shall be the responsibility of each Detective or Investigator to immediately report any defective vehicle to their immediate supervisor.

D. 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.

E. It shall be the obligation of the Detective or Investigator assigned to a vehicle to keep same in good operating condition and to see that preventative maintenance is performed periodically.

ARTICLE SEVEN

P.B.A. REPRESENTATIVES.

A. Accredited representatives of the P.B.A. may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representative enter the County facilities or premises, it will request such permission from the Prosecutor or his designee, and such permission will not be unreasonably withheld, provided there should be no interferences with the normal operations of the business of the Prosecutor's Office or normal duties of its employees.

B. One (1) P.B.A. Representative may be elected to represent the P.B.A. in grievances with the Prosecutor. Each department shall elect its steward and the P.B.A. shall furnish the Board of Chosen Freeholders and Prosecutor with a list of Representatives. There shall be one Chief Representative who shall be elected by the committee of the Local P.B.A.

C. The County and the Prosecutor agree to give time off the job with pay for P.B.A. Representatives performing their Union duties. The P.B.A. agrees to

take all steps necessary to insure that this time is within reasonable limits and does not conflict with the representative's office responsibilities.

D. Pursuant to N.J.S.A. 11:26C-4, the Prosecutor agrees to grant a leave of absence with pay to the duly authorized representative of P.B.A. Local 59, Police Benevolent Association, to attend any state or national convention of such organization. A certificate of attendance to the state or national convention shall be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

ARTICLE EIGHT
HOURS AND OVERTIME

Section 1. Hours:

For all employees in the Prosecutor's Office who hold the title of Investigator and Detective, the basic work day shall be eight (8) hours per day, forty (40) hours per basic work week, which may be scheduled Sunday through Saturday, inclusive.

In addition to the basic work day and work week set forth above, all Investigators and Detectives shall be on permanent stand-by during all hours of the day, seven (7) days per week, Saturdays, Sundays, and holidays inclusive. Pursuant to this provision, all Investigators and Detectives shall be free to use off-duty time for their own purposes, subject only to being called into work in the event the Prosecutor or his designee shall so direct.

The employees covered hereunder shall perform such unlimited hours of duty, at such times, places, and duration as shall be directed by the Prosecutor or his designee.

Except in emergency situations, the Prosecutor shall endeavor to give each employee ordered to work beyond his basic work day or work week at least one half (1/2) hour prior notice of the assignment. The parties hereto recognize and acknowledge the unique nature of law enforcement work and agree that for all purposes the one half (1/2) hour notice provision set forth above is reasonable and fair.

Section 2. Overtime:

The parties acknowledge that the proper and efficient law enforcement mission of the Prosecutor's Office ordinarily and routinely requires the work of overtime hours by employees covered by this agreement. The parties further acknowledge that this overtime results in irregular hours of work during the week and varying hours of work from week to week.

Accordingly, the County, as an accommodation to the Prosecutor and the P.B.A., has agreed to guaranty the payment of the sum of Four Thousand (\$4,000.00) Dollars per annum as compensation, at the rate of one and one-half times the regular rate, for overtime to be worked by employees covered by this agreement during each year. This overtime payment shall be added weekly to the employee's base pay and shall be paid ratably throughout the year with the employee's regular pay.

ARTICLE NINE

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. Veteran's Day |
| 3. Lincoln's Birthday | 11. General Election Day |
| 4. Washington's Birthday | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day after Thanksgiving Day |
| 6. Memorial Day | 14. Christmas Day |
| 7. Independence Day | 15. Three Administrative Days |
| 8. Labor Day | |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall not receive any special or overtime pay.

Employees who are scheduled to work on the recognized days noted in this article shall be given a day off with pay at a later date in accordance with departmental rules established in Article TWENTY.

C. Whenever a holiday recognized in this Article is decreed to be a normal work day by an official of the State or County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

D. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday.

E. Administrative days are to be used by the employee for personal reasons and subject to the following conditions: An administrative day shall be granted by the Prosecutor upon three (3) days prior written request of the employee submitted to the Prosecutor or his designee. Said request shall be granted, at the discretion of the Prosecutor so long as the employee's absence can be granted without interference with the proper conduct of the department. Administrative days shall not accumulate, but must be used in the calendar year.

ARTICLE TEN
VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days vacation after the completion of ten (10) years and after fifteen (15) years and up to twenty (20) years of service, seventeen (17) days vacation; after twenty (20) years of service, twenty (20) working days vacation; and after twenty-five (25) years of service, twenty-five (25) working days vacation. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

ARTICLE ELEVEN
HEALTH BENEFIT PROGRAM

The County shall provide a Health Benefit Program which shall include the same benefits as provided to general category employees of the County represented by Local 1983, I.B.P.A.T. The parties acknowledge that such benefits have been provided to the employees covered hereunder and that no retroactive benefits are to be implemented under this agreement.

Upon the signing of this agreement the parties acknowledge that the Health Benefit Program in effect shall include the following coverages or their equivalent:

A. The County will continue to provide the Blue Cross and Blue Shield of New Jersey Hospital-Surgical-Medical (Series 1420) Program Benefits and Major Medical Program Benefits as generally described in booklets published by Blue Cross and Blue Shield of New Jersey, which summarize the benefits and essential features of the Program. These booklets are not contracts. They contain only a general description of employee benefits under the Hospitalization and Major Medical Programs. These benefits are subject to the terms, conditions and limitations of the Master Contract issued to Cape May County by Hospital Service Plan of New Jersey (New Jersey Blue Cross Plan) and Medical-Surgical Plan of

New Jersey (New Jersey Blue Shield), and to the provision of the applicable State Laws. The above coverage provides for a mandatory Ambulatory Surgery Program with payments reduced by twenty (20%) percent for non-compliance.

As soon as practicable after the signing of this Agreement, the County will begin to provide the Blue Cross and Blue Shield of New Jersey Hospital-Surgical-Medical (PACE Program) Benefits and Major Medical Benefits.

B. Until the PACE Program referred to above is implemented, the County will continue to provide the current Major Medical coverage which provides for 100% percent coverage after an initial \$100.00 deductible with a maximum of \$50,000.00.

Upon implementation of the PACE Program, the County will begin to provide an unlimited maximum on Major Medical coverage after an initial \$200.00 Individual Deductible/\$400.00 Aggregate Deductible with 80% Co-Insurance up to \$2,000.00.

C. The County shall continue to provide eye care coverage for all employees and their dependents covered under this Agreement.

D. The County shall continue to provide a Prescription Insurance Plan (\$2.50 Co-Pay) for all employees and their dependents covered under this Agreement. Effective upon the signing of this Agreement, the Prescription Insurance Plan shall become \$3.00 Co-Pay with an alternate \$1.00 Co-Pay for Generic Drugs.

E. The County shall continue to provide a disability coverage insurance plan with benefits as currently provided. As soon as practicable after the signing of this Agreement, the County will increase the benefits provided for under the disability plan for \$30.00 per week to \$90.00 per week for a period of thirteen (13) weeks.

F. The County shall provide each employee with life insurance coverage in the amount of \$5,000.00.

G. The County shall provide a Full Family Dental Care Plan.

H. The County agrees to pay the full cost of premiums for the health benefit coverages provided under this Article for and during the term of this Agreement.

I. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees until the death of an employee, as soon as the law permits. (At present, the law allows only those with twenty-five (25) years of service to receive this benefit.

J. The County shall provide a total of \$1,000,000.00 (One Million Dollars) false arrest insurance. This insurance shall cover error in judgment and civil rights violations.

ARTICLE TWELVE

SICK LEAVE

Section 1. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate

family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

Section 2. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any fulltime employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

Section 3. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified prior to the employee's starting time.

a. Failure to so notify the Prosecutor or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 4. Certification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar

year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The County and/or the Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

Section 5. Part-Time Sick Leave.

Part-time employees shall receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned is fifteen (15) days per year. Any vacation sick leave, or administrative leave days that have been earned and used are included in the seventeen (17) day total referred to above.

Section 6. Sick Leave Payment at Retirement.

At retirement, the County agrees to pay each employee an amount equal to 50% of all accrued and unused sick leave up to a maximum payment of \$12,000.

ARTICLE THIRTEEN

DISABILITY LEAVE

Whenever an employee hereunder is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of a County-designated physician or physician acceptable to the County, he shall be granted, in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay as may be reasonably required, as evidenced by a certificate of the County-designated physician or physician acceptable to the County, for the period during which worker's compensation payments are allowed. All benefits shall cease upon receipt of a determination that the employee is permanently disabled and will not return to work.

Disability Payments hereunder shall not be withheld pending receipt by the County of the aforementioned certificate but in no event shall the County be obligated to make disability payments in excess of the employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the County.

During the period in which full salary or wages of an employee on disability leave is paid by the County, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County by the insurance carrier or the employee.

Whenever the County-designated physician or physician acceptable to the County, shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work, shall continue to accrue sick leave credits while he remains on the payroll.

ARTICLE FOURTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of three (3) days. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

B. Immediate family for the purposes of this Article shall be defined as spouse, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren.

C. Request for funeral leave shall be subject to the approval of the Prosecutor. Such approval shall not be unreasonably denied.

ARTICLE FIFTEEN

SALARIES AND COMPENSATION

A. The wages for employees hereunder shall be as provided in "Schedule A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate resolution to be adopted by the County. The wages outlined in accordance with Exhibit "A" attached hereto shall be the wages paid to all employees employed as of the date of the signing of this Agreement, and whose names appear on said Exhibit "A".

There shall be no Salary Guide for employees covered under this Agreement. New employees shall be hired at a salary established by the Prosecutor after consultation with the County.

B. Wages paid to employees hereunder shall be retroactive to January 1 of each respective year of this Contract, as set forth on Exhibit "A" except that no employee shall be entitled to the increased salaries set forth on Exhibit "A" unless such increase has been approved by the Prosecutor in accordance with the Prosecutor's annual Merit/Evaluation System, a copy of which is attached hereto as Exhibit "B".

ARTICLE SIXTEEN

LONGEVITY PAY

No longevity pay is payable to any employee covered by this Agreement.

ARTICLE SEVENTEEN

SHIFT DIFFERENTIAL

During the tenure of this agreement, there shall be no shift differential provided in any departments covered by this agreement.

ARTICLE EIGHTEEN

CLOTHING ALLOWANCE

A Clothing Allowance for each employee will be provided in the form of payment of five hundred twenty-five (\$525.00) dollars per year and shall be made

by the submission of the proper vouchers by the employee after adoption of the annual County budget. The Clothing Allowance for calendar year 1989 shall be increased to Six Hundred (\$600.00) Dollars per year and shall be paid as provided above.

ARTICLE NINETEEN

BULLETIN BOARDS

Bulletin boards shall be made available by the County and shall be designated "P.B.A. Bulletin Boards." These bulletin boards may be utilized by the P.B.A. for the purpose of posting P.B.A. announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE TWENTY

WORK RULES

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided the same are not contrary to this agreement and further provided that the P.B.A. shall have the right to grieve with reference to same within ten (10) working days after the same are posted or disseminated and/or copy sent to the P.B.A.

ARTICLE TWENTY-ONE

NO-STRIKE PLEDGE

A. The P.B.A. covenants and agrees that during the term of this agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County and/or the Prosecutor's Office. The P.B.A. agrees that any such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member shall entitle the County and/or the Prosecutor to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law where applicable.

C. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County or the Prosecutor's Office.

D. Nothing contained in this agreement shall be construed to limit or restrict the County or the Prosecutor in their right to seek and obtain such

judicial relief as they may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

ARTICLE TWENTY-TWO
NON-DISCRIMINATION

A. There shall be no discrimination by the parties hereto against an employee on account of race, color, creed, sex, age, marital status, or natural origin.

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or the Prosecutor or any of their representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the Union.

ARTICLE TWENTY-THREE
FAIR LABOR STANDARDS ACT

It is acknowledged that commencing on April 15, 1986, the County may be required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to certain employees covered by this Agreement. The County reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

1. The exercising of any election or option available to it under FLSA or the regulations;
2. The awarding of compensatory time in lieu of monetary compensation for overtime;
3. The establishing of procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA; and
5. The establishing of such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA and the regulations promulgated thereunder.

ARTICLE TWENTY-FOUR
SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a

Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE TWENTY-FIVE
FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE TWENTY-SIX
DEDUCTIONS FROM SALARY

The County agrees to deduct from the salaries of its employees subject to this agreement, dues for the P.B.A. The P.B.A. will provide the necessary "check-off authorization" form and deliver the signed forms to the County Comptroller. If during the life of this agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the County written notice prior to the effective date of such change. The P.B.A. 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 in the County in reliance upon salary deduction authorization cards submitted by the P.B.A. to the County.

ARTICLE TWENTY-SEVEN

TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1988 to December 31, 1989. This agreement shall continue in full force and effect from year to year thereafter, unless any party gives notice to the other parties, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

P.B.A., LOCAL #59
POLICE BENEVOLENT ASSOCIATION

By: Lawrence E. Wotch

Attest:

E. Saint Hayes

THE COUNTY OF CAPE MAY
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY

By: Raymond Evans
Director

Attest:

William E. Reel
Clerk of the Board

PROSECUTOR, COUNTY OF CAPE MAY

By: John Bruno
Prosecutor

EXHIBIT "A"

SCHEDULE OF WAGES

<u>NAME</u>	1988 <u>SALARY*</u>	1989 <u>SALARY*</u>
HAYES	\$32,000	\$33,500
McGOWAN	30,000	31,500
COLAO	28,100	29,400
ANDREWS	27,000	28,300
NOTCH	25,800	27,000
FRAME	24,000	27,000
REPLACEMENT	21,000**	26,500

* Wages set forth in this Schedule of Wages include an overtime payment of \$4,000 to each employee for overtime to be worked during the year.

** The replacement's \$21,000 salary is based upon a \$25,000 yearly salary; however, it is adjusted for a ten-month period commencing March 1, 1988 to fill the vacancy created by Chief Matthews' retirement.

EXHIBIT "B"
MERIT/EVALUATION SYSTEM

Details

1. A merit - evaluation system for personnel in the Office of the Prosecutor is hereby established.
2. The attached evaluation report is approved for this purpose.
3. All personnel below the rank of Lieutenant will be evaluated semi annually; Investigators during March and September and Sergeants during April and October.
4. Investigators will be evaluated by Sergeants. Sergeants will be evaluated by the Captain of Investigations or his designee.
5. Three signatures shall appear on each evaluation; that of the rater, the ratee and the reviewer.
6. The reviewer shall be the Chief of Detectives/Investigations.
7. Each ratee shall be evaluated in nine categories; in the case of Sergeants, twelve categories.
8. Each category will receive a mark of 1, 2 or 3. 1 denotes acceptable, 2 indicates some improvement needed and 3 signifies unacceptable.
9. The narrative portion of the report will be utilized in all evaluations. If, in any of the evaluation categories a mark other than "1" appears, the rater will use this space to explain, with as much specificity as possible, the underlying reasons. The narrative portion may also be utilized to discuss the ratee's strengths, achievements, goals, isolated errors or problems not serious enough to warrant a 2 or 3, or any other aspect of the ratee's performance not covered by the designated evaluation categories.
10. The Chief of Detectives/Investigations is empowered to alter, with the knowledge of the ratee, any of the numbered evaluation categories and make additional comment or observations in the narrative portion of the report. Should this occur, the Chief of Detectives/Investigations shall create an Administrative Report indicating the change and his reasons, and attach same to the Evaluation Report. The numbered marks and narrative on the original Evaluation Report will not be altered.
11. Evaluation reports shall be made in the original only and retained in the confidential file of the Chief of Detectives/Investigations.

MERIT/EVALUATION SYSTEM

EVALUATION CATEGORIES DEFINED

Job Skills

This category involves judgement of an officer's police skills and knowledge of investigative techniques as related to the state's criminal code and the Rules of Evidence. It includes the employee's ability to interview witnesses and suspects, logically structure and report a case and effectively utilize sources of information in bringing assignments to a successful conclusion.

Equipment Care

Refers to the proper maintenance and appearance of all county owned equipment utilized in the performance of duty. It includes, but is not limited to, vehicles, weapons, office spaces and supplies, and communications and surveillance equipment.

Observance of Work Hours and Regulations

Self explanatory.

Attitude

One of the single most important aspects of an individual's employment. Attitude is reflected by the manner in which an officer relates to citizens, co-workers and such other persons as he/she may liaison with in performing investigations. It bears on an individual's ability to project a professional, positive image of the Prosecutor's Office in public contacts and the use of personality skills to promote a cooperative, harmonious atmosphere among fellow employees in the attainment of office objectives.

Initiative

This element is closely associated with attitude. It bears directly on the individual's desire to perform well and is a measure of the officer's motivation, enthusiasm and willingness to accept responsibility. It also relates to applying extra effort in sensitive or complicated investigations and performing, without instructions, in a manner that reflects credit on the office and himself.

MERIT/EVALUATION SYSTEM

EVALUATION CATEGORIES DEFINED CONT.

Personal Appearance

Except for undercover and manual work assignments, consistently appropriate appearance with respect to dress and grooming is required of all investigative personnel.

Accepts Direction

Relates to an officer's ability to accept and follow instructions. It also involves the manner in which directions are executed, with emphasis on being prompt, thorough and cooperative regarding a given assignment or instruction.

Job Performance

Job performance is a measure of how an officer accomplishes assignments. It encompasses the use of common sense and good judgement along with the ability to plan and organize daily activities. It further relates to the quality of investigative work and reports.

Stress Management

Measures an officer's reaction to stressful situations and job frustration. It reflects the employee's capacity to be effective, reasonably calm and productive when working under adverse circumstances and conditions.

OFFICE OF THE
PROSECUTOR
CAPE MAY COUNTY
N.J.
PERIODIC EVALUATION REPORT

RATEE: _____ EVALUATION FROM: _____
 ASSIGNMENT: _____ TO: _____
 NUMERICAL VALUES: ACCEPTABLE - 1; NEEDS SOME IMPROVEMENT - 2; UNACCEPTABLE - 3

CATEGORIES

JOB SKILLS		ATTITUDE		ACCEPTS DIRECTION	
EQUIPMENT CARE		INITIATIVE		JOB PERFORMANCE	
OBSERVANCE OF WORK HOURS & REGULATIONS		PERSONAL APPEARANCE		STRESS MANAGEMENT	

NARRATIVE

[This area is intentionally left blank for the narrative report.]

RATER: I CERTIFY THE ABOVE INFORMATION TO BE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

NAME _____ DATE _____

REVIEWER:

NAME _____ DATE _____

RATEE: THIS REPORT HAS BEEN DISCUSSED WITH ME. I UNDERSTAND MY SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT.

I WISH TO DISCUSS THE REPORT WITH THE REVIEWER.

NAME _____ DATE _____