

R-98-0502  
9-2-98

A G R E E M E N T

BETWEEN

THE COUNTY PROSECUTOR OF ESSEX COUNTY

AND

THE ESSEX COUNTY PROSECUTOR'S  
SUPERIOR OFFICERS ASSOCIATION

(January 1, 1995 through December 31, 1998)

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AGREEMENT BETWEEN THE COUNTY  
PROSECUTOR OF ESSEX COUNTY

AND

THE ESSEX COUNTY PROSECUTOR'S  
SUPERIOR OFFICERS ASSOCIATION

(January 1, 1995 through December 31, 1998)

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and between the County Prosecutor of Essex County (hereinafter "Prosecutor" ) and the Essex County Prosecutor's Superior Officers Association (hereinafter sometimes referred to as the "Association").

Preamble

THIS AGREEMENT has as its purpose the promotion and maintenance of a harmonious relationship between the Prosecutor and the members of the Association in order to assure the continued efficient and progressive service to the public by the office of the Prosecutor of Essex County, New Jersey.

Article I: Recognition and Scope

Section 1: The Prosecutor hereby recognizes the Association as the exclusive representative of all Superior Officers employed in the office of the Prosecutor of Essex County for the purpose of collective negotiations under and pursuant to Chapter 303, Laws 1968 (N.J.S.A. 34:13A-1 et seq.) with respect to salary, hours and other terms and conditions of employment in the negotiating units described below:

All Superior Officers and Supervisors of the  
Essex County Prosecutor's office.

Section 2: Unless otherwise indicated, the terms "employee" and "member" are used interchangeably in this Agreement, either of which terms refers to a person or persons represented by the Association in the above-defined negotiation unit.

Article II: Rights and Responsibilities of the  
Prosecutor and the Board of Chosen Freeholders.

Section 1: In order to administer effectively the affairs of the Prosecutor's office and to serve properly the public, the Prosecutor hereby reserves and retains, as public employer, all the powers, rights, authority, duties and responsibilities conferred

upon and vested in the Prosecutor by law prior to the signing of this Agreement.

Section 2: Nothing contained in this Agreement shall operate to deny or to restrict the Board of Chosen Freeholders of the County of Essex in the exercise of any and all rights, responsibilities and authority conferred upon and vested in them by law prior to the signing of this Agreement.

### Article III: Discrimination and Coercion

There shall be no discrimination, interference or coercion by the Prosecutor or anyone acting on behalf of the Prosecutor against the members represented by the Association because of membership or activity in said Association. The Association shall not intimidate or coerce employees of the Prosecutor into membership. Neither the Prosecutor nor the Association shall discriminate against any employee because of race, creed, age, color, sex or national origin.

### Article IV: Collective Bargaining Procedures

Section 1: Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized representative:

Section 2: Collective negotiating meetings shall be held at the request of the Prosecutor or the Association at times and places mutually convenient.

Section 3: Members of the Association who may be designated to participate in meetings scheduled for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay or without loss of compensatory time, if any shall have been approved.

Section 4: Association membership dues will be included in payroll deductions.

### Article V: Grievance Procedure

#### Section 1: Definitions

A grievance shall be defined as a complaint by a member or group of members of the Association.

Class A grievance shall be defined as a complaint that there has been a misapplication, misinterpretation or violation of a term or condition of this Agreement.

Class B grievance shall be defined as a complaint that there has been a misapplication, misinterpretation or violation of a policy or administrative decision.

The term "member" shall mean any regularly employed individual covered in Article I (Recognition and scope"), supra.

The term "representative" shall include any organization, agency and person authorized or designated by any member or group of members or by the Prosecutor to act on his or their behalf and to represent him or them.

The term "immediate" superior shall mean the person to whom the aggrieved member is directly responsible.

## Section 2: Procedure

Step 1: Within (10) working days of its occurrence, the matter shall be reduced to writing on an approved grievance form and submitted to the immediate superior who shall respond no later than five (5) working days from receipt of the written grievance.

Step 2: In the event the grievance is not resolved at Step 1, then the matter may be appealed in writing to the Chief of either Detectives or Investigators, whichever shall be designated by the Prosecutor. The Chief of Detectives or Investigators shall have ten (10) working days in which to respond.

Step 3: In the event the grievance is not resolved at Step 2, then the matter may be appealed in writing to the Prosecutor. The Prosecutor shall have ten (10) working days in which to respond.

Step 4: In the event the grievance is not resolved at Steps 1, 2 and 3 above, and provided the grievance is a Class A grievance, the Association and only the Association may submit the matter to binding arbitration in accordance with procedures of the New Jersey State Board of Mediation. The written request for arbitration by the Association must be filed with the Board of Mediation and a copy served upon the Prosecutor no later than ten (10) working days from the receipt of the Prosecutor's response at Step 3.

- a. Lack of response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.
- b. Written dispositions of all grievances shall be forwarded to the Association.

- c. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties, except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
- d. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned unless the party to whom the grievance is submitted shall determine to waive the violation of the time limitations.
- e. All documents, communications, or records dealing with a grievance, except if final determination is one of guilty, shall not be filed in any member's personnel file.
- f. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives and witnesses while testifying.

#### Article VI: Salaries

Section 1: All employees covered under this agreement shall receive increases to their base annual pay arrived at by applying the following percent increases to the maximum salary for their job title which was in effect on the date prior to the increase:

Effective January 1, 1995	- 0%
Effective July 1, 1996	- 2% Payable January 1, 1997
Effective July 1, 1997	- 5%
Effective July 1, 1998	- 5%

Section 2: In calculation of the above wage increases it is understood and agreed that all employees not at maximum pay may, in addition to the percent raises of the maximum salary indicated above, be awarded additional compensation on the basis of merit for any amount not to exceed the maximum amount per attached schedule. Said schedule is annexed hereto and incorporated herein as if set forth at length. The Prosecutor will set the amount of additional compensation to be awarded to each qualifying person.

Section 3: The current fifteen (15) percent minimum differential in salaries between Detectives and Lieutenants, Lieutenants and Captains, Captains and Deputy Chiefs shall be maintained throughout the salary structure during the life of this contract.

## Article VII: Salary Increase Eligibility

Section 1: Employees who sever employment with the County prior to the execution of this Agreement will not be included in this wage increase, with the exception of retirees and deceased employees. In the later case, payment will be made to the estate of the deceased employee.

## Article VIII: Additional Compensation

Section 1: Compensation for special shift duty will be paid to any member required to work a tour of duty other than the customary 8:30 a.m. to 4:00 p.m. workday. This section refers to a total shift change; i.e., 4:00 p.m. to 11:30 p.m. Said compensation will consist of an hourly rate fifteen (15) percent higher than that existing under the regular salary provisions contained herein. This section does not pertain to overtime worked on a daily basis.

Section 2: Any Deputy Chief, Supervising Auditor/Investigator or Liaison Officer/Special Investigator who has attained a minimum of sixty (60) college credits, in a fully accredited college shall receive \$2,928; a Captain or Auditor/Investigator shall receive \$2,747; a Lieutenant, Supervisor, Supervisor of Electronics and Investigations, Community Relations Officer and Pre-Trial Intervention Coordinator/Investigator, shall receive \$2,565. Any Deputy Chief, Supervising Auditor/Investigator or Liaison Officer/Special Investigator who has satisfactorily attained a minimum of thirty (30) college credits under the same terms and conditions as set forth herein, shall be paid \$1,464; a Captain or Auditor/Investigator shall be paid \$1,374; and a Lieutenant, Supervisor of Electronics and Investigations, Community Relations Officer, and Pre-Trial Intervention Coordinator/Investigator, shall receive \$1,283.

Section 3: The county will continue a payroll holdback not to exceed one week.

## Article VIII: Longevity

Section 1: Pursuant to the Resolution of the County dated July 25, 1974, the Longevity Increment Program will be continued in effect for all employees on the payroll as of December 31, 1974.

Section 2: All Longevity increments due now or after shall be calculated on the basis of the regular increment in effect on December 31, 1975, or whatever other date can be mutually agreed between the parties.

Section 3: Longevity increments will be paid as heretofore, namely beginning with the pay period following the anniversary date of employment.

Section 4: Nothing contained in the above section shall preclude the right of the Association to bargain for Longevity for employees presently not eligible for same. If during the life of this agreement, certain members of the Association do become entitled to Longevity pay, the remainder of the provisions of this Article will be adjusted according to whatever agreement shall be reached.

#### Article IX: Vacations

Section 1: Vacations shall be granted to members of the Association as follows:

First year of employment: 1 day for each month of employment.

During second year and up to and through ten years of employment: Three weeks.

After ten years and up to and through fifteen years of employment: Four weeks.

After fifteen years of employment: Five weeks.

Section 2: Employees covered under this agreement may carry vacation time or a portion thereof over from year to year with good cause shown at the discretion of the Prosecutor, not to exceed three (3) weeks vacation time.

#### Article X: Health Benefits

Section 1: Hospitalization and Medical-Surgical and Major Medical Insurance shall be paid for by the County except as set forth below. The insurance and premium payment therefore shall cover the employee, his spouse and any dependent members of this family, under the age of 23 years, living at the employee's home, except as set forth below. Eligibility for an unmarried child who attains age twenty-three (23) while eligible under the County's health benefit program may be continued until the end of that calendar year. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those provided by the County on December 31, 1979. The County of Essex shall have the right to implement the following:

- (a) Pre Admission Review, as set forth in Schedule A, attached hereto and made a part hereof;



- (b) Second surgical opinion, as set forth in Schedule A;
- (c) Twenty (20%) Percent co-pay for Dependent coverage only:
  - (1) This coverage will apply to "New Hires Only". For the purpose of this provisions "New Hires" shall be defined as employees hired after November 24, 1993. All bargaining unit employees working for the Prosecutor on the date of the signing of the contract by both parties will be considered "vested" in the current health care coverage and will not be required to pay a 20% co-pay for dependent coverage even if any one is laid off after the signing of the contract and then rehired by the County.
  - (2) The twenty (20%) percent co-pay will be capped, at the applicable 1993 rate (for employee/child, employee/spouse, and family).

Section 2: A prepaid Drug Prescription plan paid for by the County shall be continued in effect. The County reserves the right to select the insurance carrier who shall provide such benefits. The County of Essex shall have the right to implement the following:

- (d) One dollar (\$1.00) co-pay for generic drugs; and
- (e) Five dollar (\$5.00) co-pay for non-generic drugs.

Section 3: The intendment of the parties is acknowledged to be that employees and eligible family members shall also receive the benefit of any changes in health benefits that may occur during the term of the Agreement with respect to any other county employees, by virtue of any change in State or county law.

#### Article XI: Health Insurance for Retirees

The County will provide health benefits as described in Section 1 of this Article to employees who retire and fulfill all the requirements and criteria of Section 2 of this Article.

##### Section 1:

- (a) The coverage outlined in this provision is for the eligible retiree and his/her dependents as defined in the Plan documents governing this

benefit and subject to any conditions and stipulations set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered retired employee died.

- (b) All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health Maintenance Organizations (HMOs). The County reserves the right to amend or change this coverage and the Plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date this agreement is signed.
- (c) The County will provide Prescription Drug Plan benefits to eligible retirees at the same level as provided to active employees.
- (d) At such time as the eligible retiree becomes Medicare eligible, the eligible retiree will assume the cost of any Medicare coverage. It is expressly understood that the County will only provide supplemental coverage to Medicare.

Section 2: In order to be eligible for the health benefits described in Section 1 of this Article, the employee who retires must:

- (a) Have twenty-five (25) years or more of service credit in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the Consolidated Police and Firemen's Pension Fund (CPFPF); and
- (b) Be actively employed with the County of Essex on the date this provision was made part of the agreement; and
- (c) Have a total of ten (10) years of employment service with the County of Essex prior to his/her retirement; and
- (d) Have been an employee of the County of Essex immediately prior to his/her retirement; and
- (e) Not elect a vested and deferred retirement; and

- (f) Not elect or take a disability retirement with less than twenty-five (25) years of service credit in PERS, ERS, PFRS, or CPFPPF; and
- (g) Not receive payments or stipends of any kind for premiums, charges or the like for retiree medical benefits from any employer; and
- (h) Not receive health benefits coverage from a source other than Essex County; and
- (i) Not be eligible to receive health benefits coverage from a source other than Essex County; and
- (j) Not be an active employee who is eligible for retiree health benefits initially provided by a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board; and
- (k) Not be a retired employee of a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board, who is currently receiving health benefits from that predecessor agency.

Notwithstanding the requirements set forth in Paragraph A of Section 1, and subject to all remaining terms, conditions and eligibility requirements contained in Section 2, employees who elected retirement between January 1, 1998 and the date this provision was made part of the agreement shall be eligible for coverage outlined in this provision, provided that the first date of retirement occurred between January 1, 1998 and the date this provision was made a part of the agreement.

In the event that a retiree ceases to be eligible for, or to receive, health benefits from an employer or source other than Essex County and he/she then meets all the requirements of Section 2, he/she shall be entitled to the benefits described in Section 1 of this provision.

#### Article XII: Employee Development Fund

Section 1: The County of Essex shall pay the sum of five hundred fifty dollars (\$550) per unit employee towards the Essex County Superior Officers and Supervisors Employee Development Fund for the purposes not covered by the collective bargaining agreement between the parties (i.e., eyeglasses, medical physical examination, etc.).

Section 2: The number of unit employees shall be determined as of April 1 of each year. Effective in 1994, the appropriation shall be paid to the Association no later than the first pay period in April of each calendar year.

Section 3: The Association will establish a separate trust account with a local financial establishment solely responsible for the administration and disbursement of said fund. The Association, through the establishment of a trust account agrees to completely indemnify the County of Essex from all responsibility of the operation of the fund.

#### Article XIII: Employee Liability

Section 1: Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, position or employment, all costs of defending such action shall be defrayed, including reasonable counsel fees and expenses, together with costs of appeal, if any, and all employees covered by this agreement shall be saved harmless and protected from financial loss resulting from any such civil action.

Section 2: The obligation set forth in this Article shall be limited to those cases where:

- a. The employee was acting in a matter in which the office of the Prosecutor of Essex County had an interest; and
- b. The employee was acting in the discharge of a duty imposed or authorized by law; and
- c. The employee is a named defendant in a matter pending before a court of competent jurisdiction; and
- d. The employee was acting in good faith.

Section 3: In the event the employee seeks reimbursement for legal fees for the defense of the aforesaid matter, the employee must first arrange with the Prosecutor the reasonable costs of such fees before any liability may be imposed.

Section 4: Should any criminal action be instituted against employees entitled to defense in civil actions according to the foregoing sections for any such act or omission arising out of his employment with the Prosecutor's office, and should such proceeding be dismissed or result in a final disposition in favor of such person, he shall be reimbursed for the cost of defending such

proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

Article XIV: Implementation of Arbitration  
Award-Work Schedule

In accordance with the arbitration award dated June 9, 1980, rendered by Mr. Rodney V. Dennis, arbitrator designated by the Public Employment Relations Commission in the matter of the arbitration between the County of Essex and the Prosecutor's Detectives' and Investigators' Association and the Superior officers - County Detective Association (Docket Nos. 1A-80-11 and 1A-80-12), all employees who were on the payroll of the Prosecutor's office as of January 31, 1972, without a break in service to January 1, 1978, shall be credited with 25 days in a terminal leave bank, to be paid upon retirement, death or separation at the salary level in effect at the time of such retirement, death or separation. Additionally, each employee on the payroll as of January 31, 1972, without a break in service to January 1, 1978, shall receive fifteen non-forfeitable compensatory days to be taken in future years. If not taken, upon separation, retirement or death, the remaining days will be compensated as aforesaid.

Article XV: Hours of Work

A normal work day for all members of the Association shall be seven and one-half hours a day. Specifically, the work day shall commence at 8:30 a.m. and shall conclude at 4:00 p.m.

Article XVI: Overtime

Section 1:

- a. Overtime to be effective July 1, 1983.
- b. Overtime at the rate of one and one-half times base salary (exclusive of longevity and education pay) shall be paid whenever any employee works more than 7 1/2 hours per day. The reference to 7 1/2 hours per day is solely for the purpose of overtime. Only overtime which is approved and verified by a supervisor or assistant prosecutor will be paid.

Section 2: Any employee assigned to work on Saturday or Sunday will be paid one and one-half times base salary for hours worked. Any employee assigned to work on a legal holiday or a day declared to be a holiday by the Board of Chosen Freeholders of the County of Essex, Congress or the Governor shall receive an extra day's pay for each holiday worked or an extra days compensatory time for each holiday worked. The choice to be the employee's.

Section 3: Any employee covered under this Agreement who is assigned to stand by; i.e, to remain available and subject to call for duty while off duty, shall be compensated at the rate of two (2) hours per day at one and one-half times base pay when so assigned on weekdays (8:30 a.m. on Monday through 8:30 a.m. on Saturday) and four (4) hours per day at one and one-half times base pay when so assigned on Saturday's, Sundays or holidays. If employee is actually called for duty he shall be compensated at one and one-half times base pay for such time spent on duty. If hours actually worked are less then stand by time, stand by time will prevail.

Section 4: A maximum of forty (40) hours overtime per month will be paid overtime. Any overtime over and above forty (40) hours will be compensatory time at one and one-half times to be accumulated year to year.

Section 5: Overtime is to be approved by supervising assistant prosecutor or supervising superior officer before work is performed or, for good cause shown, after performance. The Prosecutor may also personally approve overtime for all personnel.

Section 6: All Superior Officers and Supervisors working more than seven and one-half hours on a regular working day, or on Saturday, Sundays, holidays, or stand by time, must submit a certified Overtime Report to the Chief of Detectives or Investigators whichever shall be designated by the Prosecutor on the next regular working day.

Section 7: Such report must be properly certified by the superior officer or assistant prosecutor who authorized the overtime. Authorization to work overtime hours must be obtained from a superior prior to working overtime. Reasonable exceptions to such prior authorization where time is of the essence will be permitted.

Section 8: The overtime assignment must be briefly described in space allocated on the Overtime Report.

Section 9: A separate Overtime Report must be submitted for each day on which a staff member worked overtime.

Section 10:

- a. Compensatory time at one and one-half hours for every hour worked may be taken in lieu of paid overtime.
- b. Compensatory time may be taken at any time during employment subject to the prior written authorization of the Prosecutor. However, approval of a request for compensatory time to be taken for two days or less may be given by the

superior of the employee upon reasonable oral notice.

- c. The Prosecutor's approval or disapproval is final and is not subject to appeal or review by the requesting Superior Officer or Supervisor or anyone on his behalf.

Section 11: Compensatory time shall be paid upon retirement, death or separation from service at the salary level in effect at the time of such retirement, death or separation from service.

Section 12: It is agreed further that if Court hours and/or work days are extended on a uniform and regular basis by order of the Assignment Judge or the Prosecutor this Agreement shall be open for negotiation.

#### Article XVII: Automobile Expenses

Section 1: Members shall, as a condition of continued employment, make available an automobile in proper working order in connection with their employment. It shall be required that such automobiles be used for both in and out of County travel.

Section 2: A reimbursement in the amount of \$200 per month shall be paid to the members for the purpose of defraying the costs of fuel, insurance, - repairs and depreciation of the vehicle. This reimbursement shall be paid no later than the fourth Thursday of each month.

Section 3: Pursuant to County regulation and State statute, the member may be required to submit a voucher on a monthly basis, but the voucher shall not specify mileage.

Section 4: The employee or member shall receive \$.22 a mile for out-of-County mileage. The vouchering for same in addition to the reimbursement set forth in Section 2, supra, shall continue.

Section 5: In the event a member works less than fifteen (15) days in any month, the payment for the month shall be reduced by \$7.50 for each working day less than fifteen.

#### Article XVIII: Sick Leave

The sick leave policy established by the County of Essex shall be continued during the term of this Agreement except that it shall be modified as follows:

- a. During the first twelve months of employment, sick time will be earned at a rate of one day per



month, or twelve days. Unused sick time shall accumulate without limitation.

- b. Employees of the Prosecutor's office shall be permitted twenty (20) sick days each year, after the first year of employment.
- c. Upon retirement from the County of Essex, an employee is eligible to receive full pay for their final work period and any accumulated vacation pay. Pay for accumulated sick days will be at one (1) day for every five (5) days accumulated to a maximum of forty-five (45) days. The intentment of the parties is acknowledged to be that employees shall also receive the benefit of any changes in terminal leave pay or sick leave that may occur during the term of this agreement with respect to any other County employee, by virtue of any State or County Law.

Article XIX: Maternity/Paternity/Child Care  
Pregnancy/Disability Leave

1. Maternity/Paternity/Child Care Leave, without pay, shall be granted by the County of Essex, upon the request of parents.
2. Maternity/Paternity/Child Care Leave is not to begin more than thirty (30) days before the expected delivery date nor extend for more than thirty (30) days after delivery.
3. An employee requesting paternal leave must present written verification of the mother's pregnancy from her attending physician.
4. Pregnancy disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave.

Article XX: Holidays

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

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday

5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving Day
14. Christmas Day

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

Section 2: Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

#### Article XXI: Personal Leaves

Section 1: Military Leave shall be provided in accordance with N.J.S.A. 11A:6-1 and New Jersey Department of Personnel Administrative Code provision N.J.A.C. 4A:6-1.11.

Section 2: Leave will be provided for the President of the Association and two delegates to be selected by the President for attendance at any state or national conventions. Leave for attendance at other conventions and/or seminars shall be provided in accordance with the present prevailing practice within the Essex County Prosecutor's office.

Section 3: Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the County Prosecutor. For a leave without pay, the employee shall submit a written request to his supervisor at least thirty (30) days in advance stating the reason for the request and the time required except in emergency circumstances. This request will be forwarded to the Essex County Prosecutor and promptly answered. If the employee's required absence exceeds the normal pay period, the

employee shall be required to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 4: Each employee shall be entitled to an allowance of three (3) Administrative Leave days upon written request to and the approval of the Prosecutor or his designee.

Section 5: Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of a spouse, child, parent, step-parent, legal guardian, and up to three (3) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of a mother-in-law, father-in-law and any other family member living within the household, sister, brother or grandparent. Said days are exclusive of Administrative Leave days.

#### Article XXII: Clothing Replacement

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

#### Article XXIII: General Provisions

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

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

#### Article XXIV: Personnel Files

Section 1: A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the Office of the Prosecutor.

Section 2: Any member of the bargaining unit may review his personnel file upon request.

Section 3: Whenever a written complaint concerning an employee herein or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

Section 4: All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom without the employee's permission.

Section 5: An employee shall be entitled to photocopy any portion of his file upon request, at the employee's expense.

Section 6: Phone numbers and addresses of members of the Association shall be confidential and shall not be kept in view of the public. No one shall be permitted to disclose phone numbers of the employees to anyone not in the Prosecutor's Office.

#### Article XXV: Work Incurred Injury

Section 1: Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue such employee for one year at full pay, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer in an amount not to exceed the employee's net pay.

Section 2: The employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The employer may require the said employee to present an additional certificate from a physician of the employer's selection.

Section 3: In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation or by the final decision of the last reviewing court, which shall be binding upon both the parties.

Section 4: For the purpose of this Article, injury or illness incurred while the employee is acting in any employer authorized activity, shall be considered in the line of duty.

Section 5: In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

Section 6: An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or sick leave occasioned under the terms of the sick leave policy heretofore agreed upon between the parties.

#### Article XXVI: Maintenance of Standards

Section 1: The Prosecutor agrees that all benefits, terms and conditions of employment relating to the status of the Association members, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Section 2: Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any member pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Section 3: In accordance with N.J.S.A. 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

#### Article XXVII: Term of this Agreement

Section 1: This Agreement shall continue in full force and effect until December 31, 1998, or until a new substituted Agreement is negotiated and executed, whichever shall last occur. The parties agree that negotiations for a new Agreement shall commence in March, 1998, for successor Agreement, provided notice is given in writing by either party.

Section 2: The parties also agree that all benefits other than salaries can be negotiated throughout the term of this Agreement. Negotiations may be reopened upon request by either party after notice in writing. Negotiations may be reopened at any time prior to December 31, 1998.

### Article XXVIII: Civil Service Rules

Whenever there should appear to be a conflict between the terms of this Agreement and the civil service Law (N.J.S.A. 11A:1-1, et seq.) or the Revised Civil Service Rules for the State of New Jersey (N.J.A.C. Title 4A), the terms of the latter law and Rules shall prevail.

### Article XXIX: Killed in Line of Duty

The spouse, children and/or estate, in that order, of any Detective or Investigator who is killed in the line of duty, shall receive the sum of twenty-five thousand dollars from the County of Essex for educational, vocational and/or emergent necessities as determined by the recipient.

### Article XXX: Duties and Assignments

Section 1: A law enforcement chain of command structure shall be generally in effect without restricting the authority and responsibility of the County Prosecutor.

Section 2: Supervisor Officers shall not be assigned to duties of a Detective or Investigator except during an emergency or to a special investigation at the direction and order of the County Prosecutor.

Section 3: The normal command structure shall have Lieutenants supervising Detectives and Investigators, Captains supervising Lieutenants, and Deputy Chiefs commanding Captains for the responsibility of the overall performance of the units under their command.

Article XXXI: Savings Clause

In the event that any Federal, State or County law or enactment having force of law or court decision shall cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

PROSECUTOR OF ESSEX COUNTY

*Patricia Hurt*

\_\_\_\_\_  
PATRICIA HURT, ESQ.  
PROSECUTOR

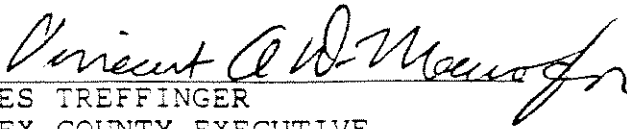
ESSEX COUNTY PROSECUTOR'S  
SUPERIOR OFFICERS ASSOCIATION

BY:


*Prentis Thompson*  
\_\_\_\_\_  
PRENTIS THOMPSON, PRESIDENT

IN WITNESS WHEREOF, the parties have by their authorized representatives, set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 1998.

COUNTY OF ESSEX

  
\_\_\_\_\_  
JAMES TREFFINGER  
ESSEX COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
ADRIANNE DAVIS, CLERK TO THE  
BOARD OF CHOSEN FREEHOLDERS

APPROVED AS TO FORM

  
\_\_\_\_\_  
CATHERINE TAMASIK  
ESSEX COUNTY COUNSEL *NS*





County of Essex, New Jersey  
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey, }  
County of Essex } ss

I ADRIANNE DAVIS Clerk

of the Board of Chosen Freeholders of the County of Essex in  
the State of New Jersey

~~Do Hereby Certify, the foregoing to be a true copy of a resolution~~

adopted at a meeting of said Board on WEDNESDAY

the 2ND day of SEPTEMBER 1998.

together with the certifications, signatures and endorsements thereon.

RESOLUTION No. R-98-0502.

In Testimony Whereof, I have hereunto set my hand  
and affixed the official seal of said County at Newark  
this 8TH day of

SEPTEMBER A.D. 19 98

Adrienne Davis

Clerk

#27

RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX

RESOLUTION NO. R-98-0502

AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)

PROPOSED BY: COUNTY EXECUTIVE

AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: COLLECTIVE BARGAINING AGREEMENT WITH THE ESSEX COUNTY

PROSECUTOR'S SUPERIOR OFFICERS ASSOCAITION - JANUARY 1, 1995 THROUGH  
DECEMBER 31, 1998

CLERK OF THE BOARD  
AUG 19 4 00 PM '98

WHEREAS, the Essex County Prosecutor and the County of Essex  
have negotiated a Collective Bargaining Agreement with the Essex  
County Prosecutor's Superior Officers Association, retroactive to  
and covering the period January 1, 1995 through December 31, 1998;  
and

WHEREAS, the Chief Financial Officer has certified that there  
are available funds to pay said contract (which certification is  
attached hereto); and

WHEREAS, the Board of Chosen Freeholders, by this resolution,  
wishes to approve said contract; now, therefore, be it

RESOLVED, by the Board of Chosen Freeholders of the County, of  
Essex as follows:

1. That said Collective Bargaining Agreement with the Essex  
County Prosecutor's Superior Officers Association, a  
copy of which is annexed hereto, be and hereby is  
approved.
2. That two (2) fully executed copies of this agreement and  
certified resolution be forwarded to the Director,  
Office of Labor Relations and one (1) copy to the Office  
of the County Counsel, and the Essex County Prosecutor.



County of Essex, New Jersey  
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey, }  
County of Essex } ss

I ADRIANNE DAVIS Clerk

of the Board of Chosen Freeholders of the County of Essex in  
the State of New Jersey

~~Do Hereby Certify, the foregoing to be a true copy of a resolution~~

adopted at a meeting of said Board on WEDNESDAY

the 2ND day of SEPTEMBER 1998.

together with the certifications, signatures and endorsements thereon.

RESOLUTION No. R-98-0502.

In Testimony Whereof, I have hereunto set my hand  
and affixed the official seal of said County at Newark  
this 8TH day of  
SEPTEMBER A.D. 19 98

Adrienne Davis  
Clerk

RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX

RESOLUTION NO. R-98-0502

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of the County Counsel, and the Essex County Prosecutor:

CLERK OF THE BOARD  
JUL 13 11 00 AM '98

Approved as to form and legality *[Signature]*  
 ESSEX COUNTY COUNSEL *MS*

RECORD OF VOTE ( X = Vote N.V. = Abstention ABS = Absent )

Moved by Freeholder CAVANAUGH  
 Seconded by Freeholder MARTINEZ

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
CAVANAUGH	X				ROLLI	X			
JONES	X				SEBOLD	X			
MARTINEZ	X				WATSON, V.P.				X
OLIVER	X								
PALAGANO				X	DIVINCENZO, PRES.	X			

It is hereby certified that the foregoing Resolution was (X) adopted ( ) defeated  
 ( ) tabled by roll call vote at a SPECIAL meeting of the Board of Chosen  
 Freeholders of the County of Essex, New Jersey, held on September 2, 1998

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

*[Signature]*  
 Joseph N. DiVincenzo, Jr. President