

Office of the Hunterdon County Prosecutor

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September 25, 2020

VIA EMAIL

Mike

Opra+request-16936-bf21dff@requests.opramachine.com

Re: OPRA Request – Current Contracts

Dear Mike:

Pursuant to your OPRA Request, attached please find a copy of the current agreements for Sergeants, Lieutenants and Detectives, along with the Memorandums of Agreement for each. Please be advised that all contracts are still under negotiation. Should you have any questions, please do not hesitate to contact me.

Your Open Public Records request has been processed in accordance with N.J.S.A. 47:1A-1, et seq. If your request has been denied in whole or in part, the Hunterdon County Prosecutor's Office reserves the right to raise any other grounds for denial not raised in this response. The failure of the Hunterdon County Prosecutor's Office to assert an exception or privilege herein does not act as a waiver of any ground for denial not raised herein.

Very truly yours,

MICHAEL J. WILLIAMS
ACTING PROSECUTOR

BY: /s/ Jeffrey L. Weinstein
Jeffrey L. Weinstein
SDAG/Acting Assistant Prosecutor

MJW:JLW:emw



The Board of Chosen Freeholders
County of Hunterdon
State of New Jersey

John E. Lanza, Director
John W. King, Deputy Director
J. Matthew Holt, Freeholder
Suzanne Lagay, Freeholder
Robert G. Walton, Freeholder

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Denise B. Doolan, Clerk of the Board of Chosen Freeholders

MEMORANDUM

TO: Det. Kelsey Marsh, Hunterdon County Prosecutor's Office

FROM: Denise B. Doolan, Clerk of the Board

DATE: March 09, 2017

SUBJECT: Hunterdon County Prosecutor's Office – FOP #186 (Investigators)
January 01, 2015 – December 31, 2017

Enclosed you will find a fully executed copy of an Agreement between the County of Hunterdon and the Hunterdon County Prosecutor's Office, FOP #186 (Investigators), the period of January 01, 2015 through December 31, 2017; along with a copy of a resolution adopted by the Hunterdon County Board of Chosen Freeholders at their regular meeting on March 07, 2017, approving same.

If I can be of further assistance, please do not hesitate to contact me.

dbd

Enclosures

cc: Shana L. Taylor, County Counsel
Brad Myhre, Human Resources Director
Anthony Kearns, County Prosecutor

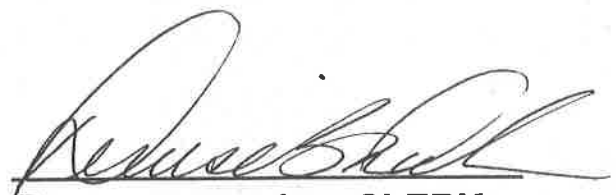
STATE OF NEW JERSEY
COUNTY OF HUNTERDON

RESOLUTION

BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Hunterdon does hereby approve the Collective Bargaining Agreement between the County of Hunterdon and the Hunterdon County Prosecutor's Office, Fraternal Order of Police Lodge #186, (Investigators), covering the period of January 01, 2015 to December 31, 2017.

ROLL CALL	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
John E. Lanza, Director			X			
John W. King, Deputy Director	X		X			
J. Matthew Holt, Freeholder		X	X			
Suzanne Lagay, Freeholder						X
Robert G. Walton, Freeholder			X			

ADOPTED March 07, 2017


Denise B. Doolan, CLERK

COLLECTIVE BARGAINING AGREEMENT

-between-

THE HUNTERDON COUNTY PROSECUTOR

And

**HUNTERDON COUNTY PROSECUTOR'S OFFICE
FRATERNAL ORDER OF POLICE LODGE #186
(INVESTIGATORS)**

And

**THE HUNTERDON COUNTY BOARD OF
CHOSEN FREEHOLDERS**

(Covering the period January 1, 2015 to December 31, 2017)

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THIS AGREEMENT is made this ----- day of January 2017, between:

THE HUNTERDON COUNTY PROSECUTOR

and

**HUNTERDON COUNTY PROSECUTOR'S OFFICE
FRATERNAL ORDER OF POLICE LODGE #186
(INVESTIGATORS UNIT)**

and

**THE HUNTERDON COUNTY BOARD OF CHOSEN
FREEHOLDERS, as the funding source.**

It is effective as of January 1, 2015, and covers the period January 1, 2015 through December 31, 2017.

In this Agreement, the word "Employer" refers to both the Hunterdon County Prosecutor and the Hunterdon County Board of Chosen Freeholders, unless the context clearly dictates that the reference is to the Prosecutor in his independent constitutional role. All parties recognize that under New Jersey law, the Prosecutor is the employer of the employees in the bargaining unit.

In this Agreement, Hunterdon County FOP Local 186 (Investigators Unit) is referred to as the "FOP."

ARTICLE I
RECOGNITION

1.1 The Employer recognizes the FOP as the exclusive representative of all employed Prosecutor's Investigators holding the rank of Investigator and Investigator First Class. These positions are defined as the "bargaining unit."

1.2 All other employees of the Hunterdon County Prosecutors Office or individuals working in the Prosecutor's Office are excluded from the Bargaining Unit. Specifically excluded are the Chief of Detectives, the Captain, Lieutenants, Sergeants, Supervisors within the meaning of the New Jersey Employer-Employee Relations Act, non-police employees, managerial executives, confidential employees, craft and professional employees, and all others not recited in Paragraph 1.1.

1.3 The employees in this Bargaining Unit are Prosecutor's Investigators under New Jersey law. There are specific legal effects from the use of that title.

 The employees may be nominally designated "detectives" for identification purposes when dealing with the public. The FOP agrees that the use of the term "detective" for public identification purposes does not change the legal status of the employees from "investigators" to "detectives." Each covered employee, at the request of the Prosecutor, shall sign an Acknowledgment of Status and Rights substantially in the form which is attached Schedule "A."

ARTICLE II
MANAGEMENT RIGHTS

2.1 The parties acknowledgment that the Prosecutor is vested with the right, duty and responsibility under the Constitution and Laws of the State of New Jersey to manage the Hunterdon County Prosecutor's Office. Nothing contained in this Agreement shall be constructed to limit, deny or restrict the Prosecutor in connection with any of his powers, rights, authorities, duties and responsibilities under the laws of the State of New Jersey. The Prosecutor retains and reserves to himself all powers, rights, authority, duties and responsibilities conferred upon and vested in the office prior to the execution of this agreement including, but not limited to, the following:

2.1.1. To determine the standards of service to be provided by the Prosecutor's Office.

2.1.2 To maintain the efficiency and effectiveness of the Prosecutor's Office.

2.1.3. To determine the standards and qualifications for employment of all employees, and to exclusively make employment decisions.

2.1.4. To discipline employees according to law, including suspension, demotion, termination or other appropriate disciplinary action.

2.1.5. To direct the activities of all employees, including content and work assignment.

2.1.6. To generally exercise complete control over the organization and operation of the Hunterdon County Prosecutor's Office, and the technology of performance.

2.1.7. To discontinue, reorganize or combine any section or to reassign or transfer any investigator with any consequent reduction or other changes in work force.

2.1.8. To introduce new or improved methods or facilities regardless of whether or not they cause a reduction in the work force.

2.1.9. To establish such operational rules as he deems advisable, subject to his legal responsibility to negotiate those aspects which affect terms and conditions of employment.

ARTICLE III
ACKNOWLEDGMENT OF EMPLOYEE'S RIGHTS

The FOP retains all rights to negotiate over terms and conditions of employment afforded to it and the employees under New Jersey Law.

3.1 Non-discrimination. The Employer shall comply with the mandatory provision of relevant State and federal laws prohibiting discrimination in the workplace.

3.2 The parties agree not to interfere with the rights of employees to become or not to become members of the Union and further there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The parties further agree that N.J.S. Title 34 shall be followed. The working environment shall be characterized by mutual respect for the common dignity for which all employees are entitled. The authorized delegate for the Unit Association shall be granted leave time for attendance at any grievance hearing, disciplinary hearing and negotiations sessions necessary with respect to the implementation and enforcement of this Agreement.

3.3 The authorized delegate for the Unit Association may with advance notice and in accordance with State law attend the FOP conference/convention.

ARTICLE IV

ORDERS AND STANDARD OPERATING PROCEDURES

4.1 The prosecutor has established Orders and Standard Operating Procedures. The FOP is familiar with each of the Standard Operating Procedures and Orders in effect at the same time that this contract is signed, and has reviewed them in detail.

4.2 The FOP acknowledges that it has had the opportunity to fully and fairly bargain over all matters which are negotiable.

4.3 Employer's Rules and Regulations, Orders and Standard Operating Procedures, which are within the scope of issues that are mandatorily negotiable which were in effect on December 31, 2008 will be continued in full force and effect.

4.4 The Prosecutor, in his sole discretion, has the right to adopt new, or amend existing, Standard Operating Procedures and Orders, Rules or Regulations for the purpose of operating of his office, subject to the legal responsibility to negotiate these aspects which affect terms and conditions of employment. The FOP Unit President or his designee shall be notified of the promulgation of new or amended Standard Operating Procedures, and shall acknowledge the fact of such notification in writing.

ARTICLE V

COLLECTIVE BARGAINING PROCEDURE AND LABOR MANAGEMENT MEETINGS

5.1 Collective bargaining on rates of pay, hours of work and other negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than two (2) representatives of each party, plus counsel and two (2) experts, shall participate in collective negotiating meetings, except by consent of both parties.

5.2 Collective bargaining for the contract period beginning January 1, 2015, shall commence pursuant to the rules of Public Employment Relations Commission.

5.3 Collective bargaining sessions shall be conducted on dates and times mutually agreed upon by parties.

5.4 FOP representatives (not exceeding the number shown in Article 5.1) on duty at such times, shall be permitted to attend the collective bargaining sessions without loss of pay. No other payment will be made by the Employer to FOP representatives for their attending the collective bargaining sessions.

ARTICLE VI
WORK SCHEDULE

6.1 The weekly work schedule shall generally consist of five (5) days in any seven (7) day period. The normal work week will be seven (7) hour work day/thirty-five (35) hour work week with an additional one (1) non-work hour off for meals per day. While the typical work schedule is Monday through Friday, the Prosecutor may establish any Investigator's work week to include a Saturday and/or Sunday. Actual work schedules shall be set at the discretion of the Prosecutor, who shall have the right to schedule consistent with the needs of his office.

To the extent possible, the Prosecutor will try to provide forty-eight (48) hours notice of a shift change.

6.2 Employees may be assigned specific responsibility as the Investigator "on call" for hours outside of the time period of 8:30 a.m. to 4:30 p.m. Monday through Friday.

ARTICLE VII

OVERTIME

7.1 Employees will be compensated for hours worked in excess of thirty-five (35) hours in the seven (7) day work period (Sunday-Saturday) as follows:

(a) All hours between thirty-five (35) hours and forty (40) hours per work week will be at straight time pay.

(b) Hours worked in excess of forty (40) hours in the seven (7) day work period shall be compensated at the rate of one and one-half (1 and ½) times the employee's hourly rate of pay or the equivalent compensatory time at the Prosecutor's discretion.

(c) All leave time except "sick leave" is to be counted as worked hours for the purpose of overtime compensation.

7.2 Duties as the "on call" officer are compensated for by providing the employee with one (1) day off for each seven (7) day period of on-call assignment. The employee may request that the Prosecutor grant the employee the day off or receive pay of seven (7) hours. The actual scheduling of the day off will be made by the Prosecutor based upon the needs of this office. If the needs of his office do not permit the scheduling of the day off, the employee will be compensated by payment of the equivalent of seven (7) hours straight time pay. The day off may be scheduled by the Prosecutor for any time within the thirty (30) day period after it was earned. If the Prosecutor does not schedule the day off during that period, the employee shall receive the compensation. There is no other compensation for being on-call, except that is an employee is required to leave their home, they receive overtime compensation for those hours.

7.3 The parties wish to avoid any dispute between them as to the application of the provisions of the Fair Labor Standards Act ("FLSA") to the provisions of this Agreement. This

Agreement has been negotiated with the complete understanding of the terms of the FLSA. The parties have negotiated and reached this Agreement based upon the assumption that there will be no overtime paid other than outlined in this Agreement, and that there are no activities, responsibilities or duties currently assumed or performed by Investigators for which appropriate overtime pay is not being made. Both parties agree that the Act does not require payment for any other activities, responsibilities, or duties for which no specific overtime compensation is presently paid. FLSA compensation for "on-call" time has been negotiated and concluded between the parties in view of a mutual prospective and agreement as to whether overtime compensation is required for such time. Both parties agree that no additional compensation for on-call time is legally required other than set forth in this Agreement.

7.4. In the event an employee is recalled to work after having worked his normal work day, or in the event that an employee who is the on-call officer is required to leave their home, then the employee shall be entitled to a minimum of three (3) hours' pay from the time the employee leaves home to the time he returns home. The minimum call-in is not applicable to an employee who is required to remain working and continue beyond their regular tour of duty, or who is called in early requiring the employee to work through and into their regular tour of duty.

ARTICLE VIII
LEAVES OF ABSENCE

8.1 **Sick Leave:**

Sick Leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1 and ¼ per month) for each calendar year thereafter. If an employee begins work after the fifteen day of the month, sick leave is not earned for that month.

8.1.1 Sick leave can be utilized for those purposes permitted by the New Jersey Civil Service Commission definition.

8.2. Sick leave must be earned before it can be used.

8.3. Should employees use none or only a portion of earned sick leave in any year, then the amount of leave not taken shall accumulate from year-to-year during the employment.

8.3.1 **Attendance-Incentive Bonus:**

If any employee used seven (7) or less days sick leave in any given year, the employee will received Fifteen Dollars (\$15.00) for each unused sick day out of his/her regular annual allotment of fifteen (15).

Payment Schedule:

<u>Employee Uses</u>	<u>Payment</u>
0 days	\$225.00
1 day	210.00
2 days	195.00
3 days	180.00
4 days	165.00
5 days	150.00
6 days	135.00
7 days	120.00
8 days or more	no payment

Employees will still retain all unused sick days.

8.4. Injury Leave:

Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury which occurred while working and which is covered by Worker's Compensation Insurance.

8.4.1. Employees shall be paid their full base salary plus applicable longevity pay for a period of up to twenty-six (26) weeks, in return for turning over the Worker's Compensation payment to the County.

8.5. Maternity Leave:

Upon application, an employee may use accumulated sick leave for maternity leave. An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed. The employee may request a maternity leave without pay, and the leave shall be

granted. A maternity leave of absence shall be for the maximum period of six (6) months whether compensated or not. The employee may elect to return to work at an earlier date, provided the employee shall be deemed medically fit to return to the duties and responsibilities of her position.

8.6. Family/Medical Leave:

Employees shall be provided with the benefits of Family/Medical Leave Act.

8.7. Bereavement Leave:

All employees shall receive five (5) working days leave in the event of the death of a spouse, civil-union partner, child, step-child, ward, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandparent (of employee or employee's spouse), grandchild (of employee or employee's spouse), parent, step-parent, father-in-law, mother-in-law, and any other member of the immediate household. This leave is separate and distinct from any other leave time. In the event of multiple deaths, special consideration will be given to the employee by the Employer.

Bereavement days need not be taken consecutively. However, leave must be taken within fifty-three (53) weeks of the date of death. In the event the employee is going to utilize any of the time for such things as attending to the estate, the employee must give at least forty-eight (48) hours notice of the intended use.

Any unused bereavement days may be accumulated. Those accumulated days may be used for leave time in connection with any death of a person who is close to the employee, or to

be added to the number of days which the employee may take for the death of an individual who is presently on the schedule.

8.8 Military Services Leave:

Leave for military service or training pursuant to Federal or State statutes shall be granted.

8.9 Personal Leave:

After being employed for six (6) months, an employee shall receive four (4) days leave pay for personal business. Personal leave may be denied if the emergencies of the work do not permit it.

8.10 Jury Duty:

Should an employee be obligated to serve as a juror, they shall receive full pay for all time spent on jury duty.

ARTICLE IX

VACATIONS

9.1 All employees shall be granted vacation leave based upon the following from date of hire:

<u>Years of Service</u>	<u>Annual Leave</u>
First Year	One day per month to end of calendar year in which hired up to a limit of ten (10) days
First full Calendar Year through Fifth Full Calendar Year	Ten (10) days per year
Sixth Full Calendar Year through Tenth Full Calendar Year	Fifteen (15) days per year
Eleventh Full Calendar Year	Twenty (20) days per year

For all employees hired on or after January 1, 2013:

<u>Years of Service</u>	<u>Annual Leave</u>
First Full Calendar Year through Tenth Full Calendar Year	Twelve (12) days annual leave
Eleventh Calendar Year through Twentieth Calendar Year	Fifteen (15) days annual leave
Twentieth Year or More	Twenty (20) days annual leave

9.2 Employees shall submit requests for vacation time no later than May 15th of the year with first and second choices. For only those employees who submit requests by May 15th, vacations shall be scheduled on the basis of seniority.

The request of a senior employee for vacation submitted after May 15th, shall not be given preference over the request of a less senior employee submitted by May 15th. Only simultaneous requests for vacation leave submitted after May 15th shall be decided on the basis of seniority.

Vacation time may be used on a day basis. For purposes of scheduling around vacations, requests shall state “(number) days to be used on a day basis,” with no specific dates required. A separate request for the scheduling of each such day shall be made.

After an individual has been employed for a full three (3) months, the employee shall be given credit for all due vacation leave, and shall be entitled to use credited leave when requested. Should an employee’s service terminate before the end of the year, earned vacation leave shall be calculated based on the number of months (or major portion thereof), completed. Unused earned vacation leave shall be reimbursed to the employee in the final pay. Used unearned vacation leave shall be deducted from the final pay. Employees of less than three (3) months shall earn and be entitled to use one (1) day’s vacation upon completion of each month of service.

A vacation carryover of up to one-third (1/3) of the year’s vacation credit is permitted upon written notice filed by December 1st. Employees who are prevented from taking a previously scheduled and approved vacation due to the exigencies of the work/job requirements shall be permitted to carryover vacation credit in excess of the aforementioned one-third (1/3) limitation. Employees are required to comply with all scheduling requirements and scheduled all vacation, except one-third, by May 15th. The carryover must be used in the succeeding year or such vacation is forfeited, unless use of the carryover vacation credit is prevented by Employer.

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

9.4 If a paid holiday occurs during the vacation, it shall not count as a day of vacation.

ARTICLE X

HOLIDAYS

10.1 The employer observes the following holidays:

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day (Effective 1/1/13)	Election Day
Veteran's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	
Independence Day	

10.2 Employees shall be paid for, but not work on those days. Employees who are required to work on a holiday shall be paid at one and one-half (1 and ½) their regular rate in addition to the holiday pay.

10.3 The day after Thanksgiving shall be a paid day off for all employees. Employees who are required to work on the paid day off shall receive compensatory time off or in the Employer's discretion to be paid at straight time in addition to receiving their regular pay for the day. If the employees' hours for the work week exceed forty (40) hours, time shall be paid at overtime rates. (See Article 7.1)

10.4. If any additional full day holiday is granted by the County of Hunterdon to other County employees, then the employee shall be granted such a holiday. Employees required to work shall be given compensatory time off or be paid at time and one half (1 and ½), in addition to the day's pay in the Employer's discretion.

10.5 Effective January 1, 2013, Lincoln's Birthday shall no longer be a paid holiday and President's day shall be established as a paid holiday.

ARTICLE XI

SALARY

11.1 The salaries for all employees covered by this Agreement, hired or otherwise promoted during the term of this Agreement shall be increased annually as follows:

January 1, 2015	-	2.0%
January 1, 2016	-	2.0%
January 1, 2017	-	2.0%

11.1.1 Adjustments for Detectives who are not receiving top Detective's Pay.

In addition to the increase set forth in Paragraph 11.1 above, retroactive to and effective January 1, 2015, and on each January thereafter, each Investigator who has been employed for a period of greater than six (6) months and who is not receiving the top pay for an Investigator shall receive an additional salary adjustment of \$2,500.00. Investigators employed less than six (6) months shall receive an increase of \$1,250.00. The \$2,500.00 and \$1,250.00 pay adjustment shall be added after applying the annual 2.0% salary increase set forth in Section 11.1 above. Moreover, the adjustments shall be paid until such time as an individual Investigator's pay equals the rate of pay of the Investigator in the Department who is the most highly paid. In light of the foregoing, the final adjustment to bring an Investigator's salary to top Investigator's pay may be less than \$2,500.00.

In addition to the increase set forth in Paragraph 11.1 above, retroactive to and effective January 1, 2015, and on each January thereafter, each Investigator (First-Class) who is not receiving the top pay for an Investigator (First-Class) shall receive an additional salary adjustment of \$2,500.00. The \$2,500.00 pay adjustments shall be added after applying the annual 2.0% salary increase set forth in Section 11.1 above. Moreover, the adjustment shall be

paid until such time as an individual Investigator's (First-Class) pay equals the rate of pay of the Investigator (First-Class) in the Department who is the most highly paid. In light of the foregoing, the final adjustment to bring an Investigator's (First-Class) salary to top Investigator's (First-Class) pay may be less than \$2,500.00.

11.1.2 The phrase "top pay" as used in the paragraphs above, means the rate of pay for most highly paid Investigator.

11.1.3 Retroactive salary adjustments will only be due to those Investigators who are employed as of the date of this Agreement is signed.

11.2 The Prosecutor may, in his sole discretion, hire a new employee in the title of Investigator at such rate of pay as the Prosecutor may determine, which rate shall not be in excess of the maximum rate paid to any then employed Investigator. The Prosecutor may base his decision upon the individual's police experience and such other factors as the Prosecutor may deem relevant. The minimum starting salary shall be at least \$50,000.00

In the event that the prospective employee has health insurance benefits paid for on their behalf, comparable to the benefits provided by the County, the County need not provide the medical benefits set forth in Article XII.

11.3 The rate of pay for an Investigator promoted to Detective First Class shall be increased by either \$1,500.00, or 3.39% above the Investigator's rate of pay prior to promotion, whichever amount is greater, and thereafter, shall be adjusted pursuant to the percentage (%) increases set forth in Section 11.1.

ARTICLE XII

MEDICAL BENEFITS

12.1 All eligible employees shall be covered by the Medical and Hospital Insurance Plan selected by the Employer, at the Employer's expense. The Association agrees to participate in the same Plan provided to all other County employees. The County has the right to select the carrier whose coverage's are equal to or better than the present carrier.

12.2 The employer further agrees to provide health insurance as a supplement to Medicare for retired County employees as provided by law.

12.3 The Employer also agrees to grant to all employees covered under this Agreement any other medical, dental, vision, or prescription plans granted to any other County employee groups during the term of this Agreement (on the same terms and conditions to such other employee groups.)

12.4 All employees shall be required to contribute a portion of their salary toward the cost of health care benefits premiums in accordance with Ch. 78 (P.L. 2011). If the law is repealed or overturned, each employee shall contribute three-quarters (3/4) of one percent (1%) of their salary towards the cost of health insurance premium, not to exceed Three Hundred Dollars (\$300.00) per year.

ARTICLE XIII
PAYROLL DEDUCTIONS

13.1 **Dues Check off**

The employer will deduct from an employee's pay, the current uniform dues of employees who are members of the Union beginning with the next pay period following receipt of a duly executed form acceptable to the employer. Such authorization may only be revoked upon thirty (30) days' notice prior to January 1 or July 1.

13.2 The sole responsibility of the employer shall be to remit sums deducted to the Secretary-Treasurer of the Union by the 15th of the month following the month in which it deducts the dues with a list of those employees for whom the deductions have been made. Dues shall be mailed to the address furnished by the Union.

13.3 The Union shall hold the Employer harmless against any claims, demands or other forms of liability that may arise out of the employer deducting sums as Union dues pursuant to this article.

13.4 Representation Fee: 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, and any new permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, and any previously employed individual within the unit who does not join within ten (10) days reemployment or continued employment shall as a condition of employment pay a representative fee to the Union by automatic payroll deduction. The representative fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership, fees, dues and assessments as certified by the Union. The Union 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 of this Unit. The Union upon notification may change the representation fee certification based on changes in the regular member's dues, fees and assessments. There shall be a demand and return policy established for those Unit members who are not part of the Union. The Union agrees to hold the County harmless in connection with this provision.

ARTICLE XIV

LIABILITY INSURANCE

14.1 The County agrees to provide liability insurance coverage (or coverage through a self-insurance program) for its employees for the defense of civil claims by third party arising out of, or in the course of, the employment. Nothing in this section requires the County to provide coverage or to pay for punitive or exemplary damages or damages for intentionally tortuous conduct, damage resulting from the commission of a crime, or damages resulting from the employee's civil violation of State or Federal Law. The Prosecutor may recommend indemnification for exemplary or punitive damages resulting from the employer's civil violation of a State or Federal Law if, in the opinion of the Prosecutor, the acts committed by the employee upon which the damages were based, did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong. This recommendation will be evaluated by the County in accordance with the County's indemnification policy and then existing law.

14.2 To the extent covered by Paragraph 14.1, the employees shall continue to have legal assistance provided by the employer, at its cost, for the defense of civil claims by third parties for personal injury, death or property damage arising out of the course of employment.

14.3 To the extent covered by Paragraph 14.1, the employees shall continue to have any judgment entered against said employees as a result of said claims paid and satisfied by the County.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 **Definition:**

A grievance is:

15.1.1 An allegation by the employee that a specific provision of the Agreement has been violated; or,

15.1.2 An appeal of a disciplinary determination; or

15.1.3 An appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting an employee.

15.2 **Method of Review:**

15.2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions 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.

15.2.2 Appeals from a disciplinary determination are to follow the procedure under 15.9.

15.2.3 Only grievances that fall within definition 15.1.1 may proceed to Step Four (arbitration) of the grievance procedure outlined below. All other grievances will terminate at Step 3. The purpose of this limitation is to ensure that the resolution of disputes concerning the Prosecutor's right to hire, terminate, or discipline an employee are determined in a court of law which would be governed by then applicable and articulated legal standards governing the extent of his constitutional and discretionary authority in these areas.

15.2.4 Nothing herein contained shall be construed as limiting the rights of any employee having a grievance, other than one within definition 15.1.1 to discuss the matter informally with

any appropriate member of the administration and to have the grievance adjusted without the intervention of FOP Lodge 186.

15.3 Presentation of Grievances Except for those Involving Discipline:

15.3.1 No step in this procedure shall be by-passed by the Employee without the consent of the Prosecutor.

15.3.2 The employee shall have the right to present his/her grievance on his/her own, or by an attorney, or to designate a representative of FOP Local 186 to appear with him/her in accordance with the following steps:

Step 1: The complaint or grievance of any employee shall first be taken to the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time, three (3) working days if possible. At this level, a complaint or grievance need not be in writing. If the aggrieved employee is not satisfied with the decision of his immediate supervisor, he may discuss his complaint or grievance with the Chief of Detectives, who shall make an effort to resolve the problem within three (3) working days, if possible. The complaint or grievance need not be in writing at this step.

Step 2: If the aggrieved employee is not satisfied with the decision of the Chief of Detectives and seeks to pursue the matter further, the employee shall reduce the grievance to writing and file it with the Chief of Detectives no later than thirty (30) calendar days after the employee knew or should have known of the facts giving rise to the alleged grievance. The grievance shall be filed on a standard form created by the FOP and approved by the Prosecutor. The grievance(s) shall be numbered in consecutive order and prepared by the FOP for uniformity. The employee shall furnish all information requested to permit the employer to adequately respond and the form shall be signed by the effected employee. The employee shall

have a continuing duty to furnish additional reasonable information as requested by the employer. In addition, failure to comply with this time requirement shall be determined a waiver of the employee's right to use this formal grievance procedure. Within thirty (30) calendar days after filing of the written grievance, the Chief of Detectives shall review the grievance again based upon the written statement. The Chief of Detectives shall give a decision, in writing, within the time provided.

Step 3: If the problem is not resolved at Step 2, the aggrieved employee may appeal, in writing, within thirty (30) calendar days, to the Hunterdon County Prosecutor for a determination of the grievance. Failure to comply with this time requirement shall be determined a waiver of the employee's right to use this formal grievance procedure. Within thirty (30) working days after the filing of the grievance at this Step, the Prosecutor shall make a determination in writing.

Step 4: If the Employee is not satisfied with the disposition of the grievance or if no decision has been rendered within thirty (30) working days after the grievance was filed with the Prosecutor, the Employee may, if it chooses, within five (5) working days after a decision has been made by the Prosecutor, or within (30) working days after the grievance was delivered to the prosecutor, whichever is later, request in writing to the Public Employment Relations Commission, the appointment of an arbitrator pursuant to the rules and procedures of said Commission for grievances for which arbitration is permitted under this procedure. The limitation on arbitration is set forth in Paragraph 15.2.2.

15.4 The Arbitrator shall have the authority to conduct a hearing at which the facts and arguments relating to the dispute shall be presented and heard. The arbitrator shall have no power to add to, subtract from, or alter in any way the provisions of this Agreement, but shall only

interpret, apply or determine whether there has been compliance with the provisions of this Agreement.

15.5 The Arbitrator's decision shall be in writing and shall be submitted to the parties and shall be legally binding on them. The costs for such services of the Arbitrator, including per diem expenses, if any, and actual and necessary subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Employee. Any other expenses incurred shall be paid by the parties incurring same.

15.6 The time limits set forth in this procedure relating to processing a grievance from step to step may be extended by mutual agreement in writing signed by a representative of the Employer and the Employee.

15.7 All grievance hearings shall be held in Hunterdon County.

15.8 All grievance proceedings will be held between the hours of 7:00 a.m. and 5:00 p.m.

15.9 Grievances Involving a Disciplinary Determination.

15.9.1 In the event an employee is disciplined (suspension, demotion or discharge), the employee shall be served with a notice indicating the facts warranting discipline and the proposed penalty. If requested by the employee, a hearing shall be scheduled within thirty (30) days of the service of the notice. The Prosecutor may implement the discipline prior to the hearing, if necessary, for the efficiency of the Department. Reasonable request for discovery shall be honored. At the hearing, the Prosecutor shall have the burden of going forward by initiating the proceeding through presenting the information which serves as the foundation for the proposed action.

15.9.2 In the event of the memorialization of a counseling session, or letter of reprimand, the employee's superior shall meet with the employee prior to placing the items in the

ARTICLE XVI

PERSONNEL FILES

16.1 A personnel history file shall be maintained for each employee covered by this Agreement. This file may contain ordinary or routine papers and any confidential papers.

16.2 An employee within the bargaining unit may, by appointment, review his/her personnel file, but the appointment for review must be made through the Prosecutor or his/her designated representative. Employees shall be entitled to receive one complete copy of their personnel file without charge.

16.3 An employee shall be entitled to a copy of any document placed in their personnel file. The copy shall be provided at the time of the insertion.

16.4 Whenever a written complaint concerning an employee covered by this Agreement or his/her actions is to be placed in the employee's personnel file, a copy shall be made available to the employee who shall be given the opportunity to rebut the complaint, if so desired, and the rebuttal shall be placed in the personnel file.

16.5 Records of a verbal counseling placed in an employee's file shall be removed six (6) months later if the Prosecutor has experienced no problems with the employee's performance within those six (6) months.

ARTICLE XVII

OUTSIDE EMPLOYMENT

17.1 Any Employee covered by this Agreement shall not be entitled to hold employment other than for the Prosecutor's Office, unless such employment is approved in advance by the Prosecutor. The Prosecutor should not unreasonably deny a request. The decision of the Prosecutor shall be final and not subject to arbitration under the grievance procedure.

ARTICLE XVIII
LOCAL REPRESENTATIVES AND MEMBERS

18.1 Authorized representatives appointed by the FOP, not to exceed three (3), shall be authorized to discuss with the Employer any questions concerning the terms of this agreement at a time convenient to the Employer.

18.2 The President of the FOP or an employee chosen by the President shall be excused from work for attendance at the regular scheduled meetings of the FOP, not to exceed two (2) per year.

18.3 During contract negotiations, the FOP shall have the right to three (3) representatives present who are on duty if negotiations occur during working hours.

ARTICLE XIX

VEHICLE USE AND MILEAGE

19.1 County owned vehicles assigned to Investigators by the Prosecutor shall be used in accordance with the policies and procedures promulgated by the Employer. In the event a personal vehicle needs to be utilized for proper and necessary business of the office, the rate of compensation will be at the County's established rate but not less than the official Office of Management and Budget rate for the State of New Jersey. For those employees hired after January 1, 2012, the Union acknowledges and agrees that those employees are not entitled to any additional remuneration should the employee's use of an assigned vehicle to and from his/her domicile/residence to his/her assigned post is eliminated. For those employees hired before January 1, 2012, the Union and the Employer agree to meet and negotiate should the employee's use of an assigned vehicle to and from his/her domicile/residence to his/her assigned post be eliminated.

19.2 Employees shall not be charged for parking.

ARTICLE XX

LOSS OR DAMAGE TO PERSONAL ITEMS

20.1 Employees shall be reimbursed for any loss or damage of their personal items incurred during a physical altercation or pursuit while on duty. Personal items shall include, but not be limited to, clothing, leather gear, eyeglasses, watches and jewelry; however, any damage to watches or jewelry shall not exceed the sum of \$250.00. Employees must report said loss or damage to their superior officer no later than the beginning of the next full shift.

ARTICLE XXII

APPLICABLE LEAVE

22.1 This Agreement is to be construed in accordance with the laws of the State of New Jersey. Both parties reserve all the rights accorded to them under applicable law. Both parties shall perform all duties which are imposed upon them by law.

ARTICLE XXIII
DURATION OF AGREEMENT

The Agreement shall be retroactive to January 1, 2015 and extend through December 31, 2017 and shall remain in full force and effect until a subsequent agreement is executed. The parties agree to commence negotiations on a successor labor agreement beginning September 2017 or as soon thereafter as possible. All salaries and benefits shall remain in place until the signing of a successor agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives, officers and/or agents have hereunto set their hands and seals the day and year first above written.

ATTEST:

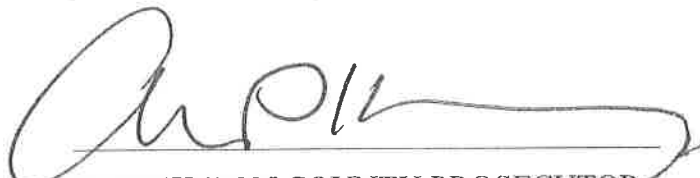
BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF HUNTERDON


By:


By: JOHN E. LANZA, DIRECTOR

WITNESS:




HUNTERDON COUNTY PROSECUTOR

ATTEST:

HUNTERDON COUNTY
PROSECUTOR'S OFFICE, FRATERNAL
ORDER OF POLICE LODGE # 186
(INVESTIGATORS)




By: KELSEY MARSH

SCHEDULE "A"

I, _____, hereby acknowledge that my change in title from County Investigator to Prosecutor's Detective shall not affect the duties or rights attaching to my position. Pursuant to N.J.S.A. 2A:157-10, I will still serve at the pleasure of the County Prosecutor and will remain subject to removal by the County Prosecutor in accordance with N.J.S.A. 2A:157-10.1. I further acknowledge that a Prosecutor's Detective is the equivalent, both professionally and legally, of county Investigator pursuant to N.J.S.A. 2A:157-10. I further recognize and acknowledge that Prosecutor's Detective is not the equivalent of a County Detective as the position is defined by N.J.S.A. 2A:157-2 and that by virtue of the change of my job title to Prosecutor's Detective I will not become a member of the classified service of the Civil Service. I hereby acknowledge that I have read this document, understand same and sign it of my free will, and agree with the terms and conditions set forth therein, unless changed by law.

Signature

Witness

Date



The Board of Chosen Freeholders
County of Hunterdon
State of New Jersey

John E. Lanza, Director
John W. King, Deputy Director
J. Matthew Holt, Freeholder
Suzanne Lagay, Freeholder
Robert G. Walton, Freeholder

71 Main Street, Administration Bldg #1, First Floor
PO Box 2900

Flemington, New Jersey 08822-2900

Phone: (908) 788-1102

Fax: (908) 806-4236

Email: freeholders@co.hunterdon.nj.us

Denise B. Doolan, Clerk of the Board of Chosen Freeholders

MEMORANDUM

TO: Sgt. Peter Pfeifer, Hunterdon County Prosecutor's Office

FROM: Denise B. Doolan, Clerk of the Board

DATE: March 09, 2017

SUBJECT: Hunterdon County Prosecutor's Office – FOP #186 (Sergeants)
January 01, 2015 – December 31, 2017

Enclosed you will find a fully executed copy of an Agreement between the County of Hunterdon and the Hunterdon County Prosecutor's Office, FOP #186 (Sergeants), the period of January 01, 2015 through December 31, 2017; along with a copy of a resolution adopted by the Hunterdon County Board of Chosen Freeholders at their regular meeting on March 07, 2017, approving same.

If I can be of further assistance, please do not hesitate to contact me.

dbd

Enclosures

cc: Shana L. Taylor, County Counsel
Brad Myhre, Human Resources Director
Anthony Kearns, County Prosecutor

**STATE OF NEW JERSEY
COUNTY OF HUNTERDON**

RESOLUTION

BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Hunterdon does hereby approve the Collective Bargaining Agreement between the County of Hunterdon and the Hunterdon County Prosecutor's Office, Fraternal Order of Police Lodge #186, (Sergeants), covering the period of January 01, 2015 to December 31, 2017.

<i>ROLL CALL</i>	<i>MOVED</i>	<i>SECONDED</i>	<i>AYES</i>	<i>NAYS</i>	<i>ABSTAIN</i>	<i>ABSENT</i>
<i>John E. Lanza, Director</i>			X			
<i>John W. King, Deputy Director</i>	X		X			
<i>J. Matthew Holt, Freeholder</i>		X	X			
<i>Suzanne Lagay, Freeholder</i>						X
<i>Robert G. Walton, Freeholder</i>			X			

ADOPTED March 07, 2017


Denise B. Doolan, CLERK

COPY

COLLECTIVE BARGAINING AGREEMENT

-between-

THE HUNTERDON COUNTY PROSECUTOR

And

**HUNTERDON COUNTY PROSECUTOR'S OFFICE
FRATERNAL ORDER OF POLICE LODGE #186
(SERGEANTS)**

And

**THE HUNTERDON COUNTY BOARD OF
CHOSEN FREEHOLDERS**

(Covering the period January 1, 2015 to December 31, 2017)

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THIS AGREEMENT is made this ____ day of January 2017, between:

THE HUNTERDON COUNTY PROSECUTOR

and

**HUNTERDON COUNTY PROSECUTOR'S OFFICE
FRATERNAL ORDER OF POLICE LODGE #186
(SERGEANTS UNIT)**

and

**THE HUNTERDON COUNTY BOARD OF CHOSEN
FREEHOLDERS, as the funding source.**

It is effective as of January 1, 2015, and covers the period January 1, 2015 through
December 31, 2017.

In this Agreement, the word "Employer" refers to both the Hunterdon County Prosecutor and the Hunterdon County Board of Chosen Freeholders, unless the context clearly dictates that the reference is to the Prosecutor in his independent constitutional role. All parties recognize that under New Jersey law, the Prosecutor is the employer of the employees in the bargaining unit.

In this Agreement, Hunterdon County FOP Local 186 (Sergeants Unit) is referred to as the "FOP."

ARTICLE I
RECOGNITION

1.1 The Employer recognizes the FOP as the exclusive representative of all employed Prosecutor's Investigators holding the rank of Sergeant. These positions are defined as the "bargaining unit."

1.2 All other employees of the Hunterdon County Prosecutors Office or individuals working in the Prosecutor's Office are excluded from the Bargaining Unit. Specifically excluded are the Chief of Detectives, the Captain, Lieutenants, Investigators, and Investigator's First Class, and Supervisors within the meaning of the New Jersey Employer-Employee Relations Act, non-police employees, managerial executives, confidential employees, craft and professional employees, and all others not recited in Paragraph 1.1.

1.3 The employees in this Bargaining Unit are Prosecutor's Investigators Sergeants under New Jersey law. There are specific legal effects from the use of that title.

The employees may be nominally designated "detectives" for identification purposes when dealing with the public. The FOP agrees that the use of the term "detective" for public identification purposes does not change the legal status of the employees from "investigators" to "detectives." Each covered employee, at the request of the Prosecutor, shall sign an Acknowledgment of Status and Rights substantially in the form which is attached Schedule "A."

ARTICLE II
MANAGEMENT RIGHTS

2.1 The parties acknowledgment that the Prosecutor is vested with the right, duty and responsibility under the Constitution and Laws of the State of New Jersey to manage the Hunterdon County Prosecutor's Office. Nothing contained in this Agreement shall be constructed to limit, deny or restrict the Prosecutor in connection with any of his powers, rights, authorities, duties and responsibilities under the laws of the State of New Jersey. The Prosecutor retains and reserves to himself all powers, rights, authority, duties and responsibilities conferred upon and vested in the office prior to the execution of this agreement including, but not limited to, the following:

2.1.1. To determine the standards of service to be provided by the Prosecutor's Office.

2.1.2 To maintain the efficiency and effectiveness of the Prosecutor's Office.

2.1.3. To determine the standards and qualifications for employment of all employees, and to exclusively make employment decisions.

2.1.4. To discipline employees according to law, including suspension, demotion, termination or other appropriate disciplinary action.

2.1.5. To direct the activities of all employees, including content and work assignment.

2.1.6. To generally exercise complete control over the organization and operation of the Hunterdon County Prosecutor's Office and the technology of performance.

2.1.7. To discontinue, reorganize or combine any section or to reassign or transfer any investigator with any consequent reduction or other changes in work force.

2.1.8. To introduce new or improved methods or facilities regardless of whether or not they cause a reduction in the work force.

2.1.9. To establish such operational rules as he deems advisable, subject to his legal responsibility to negotiate those aspects which affect terms and conditions of employment.

ARTICLE III

ACKNOWLEDGMENT OF EMPLOYEE'S RIGHTS

The FOP retains all rights to negotiate over terms and conditions of employment afforded to it and the employees under New Jersey Law.

3.1 Non-discrimination. The Employer shall comply with the mandatory provision of relevant State and federal laws prohibiting discrimination in the workplace.

3.2 The parties agree not to interfere with the rights of employees to become or not to become members of the Union and further there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The parties further agree that N.J.S. Title 34 shall be followed. The working environment shall be characterized by mutual respect for the common dignity for which all employees are entitled. The authorized delegate for the Unit Association shall be granted leave time for attendance at any grievance hearing, disciplinary hearing and negotiations sessions necessary with respect to the implementation and enforcement of this Agreement.

3.3 The authorized delegate for the Unit Association may with advance notice and in accordance with State law attend the FOP conference/convention.

ARTICLE IV

ORDERS AND STANDARD OPERATING PROCEDURES

4.1 The prosecutor has established Orders and Standard Operating Procedures. The FOP is familiar with each of the Standard Operating Procedures and Orders in effect at the same time that this contract is signed, and has reviewed them in detail.

4.2 The FOP acknowledges that it has had the opportunity to fully and fairly bargain over all matters which are negotiable.

4.3 Employer's Rules and Regulations, Orders and Standard Operating Procedures, which are within the scope of issues that are mandatorily negotiable which were in effect on December 31, 2008 will be continued in full force and effect.

4.4 The Prosecutor, in his sole discretion, has the right to adopt new, or amend existing, Standard Operating Procedures and Orders, Rules or Regulations for the purpose of operating of his office, subject to the legal responsibility to negotiate these aspects which affect terms and conditions of employment. The FOP Unit President or his designee shall be notified of the promulgation of new or amended Standard Operating Procedures, and shall acknowledge the fact of such notification in writing.

ARTICLE V

COLLECTIVE BARGAINING PROCEDURE AND LABOR MANAGEMENT MEETINGS

5.1 Collective bargaining on rates of pay, hours of work and other negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than two (2) representatives of each party, plus counsel and two (2) experts shall participate in collective negotiating meetings, except by consent of both parties.

5.2 Collective bargaining for the contract period beginning January 1, 2015, shall commence pursuant to the rules of Public Employment Relations Commission.

5.3 Collective bargaining sessions shall be conducted on dates and times mutually agreed upon by parties.

5.4 FOP representatives (not exceeding the number shown in Article 5.1) on duty at such times, shall be permitted to attend the collective bargaining sessions without loss of pay. No other payment will be made by the Employer to FOP representatives for their attending the collective bargaining sessions.

ARTICLE VI

WORK SCHEDULE

6.1 The weekly work schedule shall generally consist of five (5) days in any seven (7) day period. The normal work week will be seven (7) hour work day/thirty-five (35) hour work week with an additional one (1) non-work hour off for meals per day. While the typical work schedule is Monday through Friday, the Prosecutor may establish any Sergeant's work week to include a Saturday and/or Sunday. Actual work schedules shall be set at the discretion of the Prosecutor, who shall have the right to schedule consistent with the needs of his office.

To the extent possible, the Prosecutor will try to provide forty-eight (48) hours notice of a shift change.

6.2 Employees may be assigned specific responsibility as the Sergeant "on call" for hours outside of the time period of 8:30 a.m. to 4:30 p.m. Monday through Friday.

ARTICLE VII

OVERTIME

7.1 Employees will be compensated for hours worked in excess of thirty-five (35) hours in the seven (7) day work period (Sunday-Saturday) as follows:

(a) All hours between thirty-five (35) hours and forty (40) hours per work week will be at straight time pay.

(b) Hours worked in excess of forty (40) hours in the seven (7) day work period shall be compensated at the rate of one and one-half (1 and ½) times the employee's hourly rate of pay or the equivalent compensatory time at the Prosecutor's discretion.

(c) All leave time except "sick leave" is to be counted as worked hours for the purpose of overtime compensation.

7.2 Duties as the "on call" officer are compensated for by providing the employee with one (1) day off for each seven (7) day period of on-call assignment. The employee may request that the Prosecutor grant the employee the day off or receive pay of seven (7) hours. The actual scheduling of the day off will be made by the Prosecutor based upon the needs of this office. If the needs of his office do not permit the scheduling of the day off, the employee will be compensated by payment of the equivalent of seven (7) hours straight time pay. The day off may be scheduled by the Prosecutor for any time within the thirty (30) day period after it was earned. If the Prosecutor does not schedule the day off during that period, the employee shall receive the compensation. There is no other compensation for being on-call, except that if an employee is required to leave their home, they receive overtime compensation for those hours.

7.3 The parties wish to avoid any dispute between them as to the application of the provisions of the Fair Labor Standards Act (F.L.S.A.) to the provisions of this Agreement. This Agreement

has been negotiated with the complete understanding of the terms of the F.L.S.A. The parties have negotiated and reached this Agreement based upon the assumption that there will be no overtime paid other than outlined in this Agreement, and that there are no activities, responsibilities or duties currently assumed or preformed by the Sergeants for which appropriate overtime pay is not being made. Both parties agree that the Act does not require payment for any other activities, responsibilities, or duties for which no specific overtime compensation is presently paid. F.L.S.A. compensation for "on-call" time has been negotiated and concluded between the parties in view of a mutual prospective and agreement as to whether overtime compensation is required for such time. Both parties agree that no additional compensation for on-call time is legally required other than set forth in this Agreement.

7.4. In the event an employee is recalled to work after having worked his normal work day, or in the event that an employee who is the on-call officer is required to leave their home, then the employee shall be entitled to a minimum of three (3) hours' pay from the time the employee leaves home to the time he returns home. The minimum call-in is not applicable to an employee who is required to remain working and continue beyond their regular tour of duty, or who is called in early requiring the employee to work through and into their regular tour of duty.

ARTICLE VIII
LEAVES OF ABSENCE

8.1 Sick Leave:

Sick Leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1 and ¼ per month) for each calendar year thereafter. If an employee begins work after the fifteen day of the month, sick leave is not earned for that month.

8.1.1 Sick leave can be utilized for those purposes permitted by the New Jersey Civil Service Commission definition.

8.2. Sick leave must be earned before it can be used.

8.3. Should employees use none or only a portion of earned sick leave in any year, then the amount of leave not taken shall accumulate from year-to-year during the employment.

8.3.1 Attendance-Incentive Bonus:

If any employee used seven (7) or less days sick leave in any given year, the employee will received Fifteen Dollars (\$15.00) for each unused sick day out of his/her regular annual allotment of fifteen (15).

Payment Schedule:

<u>Employee Uses</u>	<u>Payment</u>
0 days	\$225.00
1 day	210.00
2 days	195.00
3 days	180.00

4 days	165.00
5 days	150.00
6 days	135.00
7 days	120.00
8 days or more	no payment

Employees will still retain all unused sick days.

8.4. Injury Leave:

Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury which occurred while working and which is covered by Worker's Compensation Insurance.

8.4.1. Employees shall be paid their full base salary plus applicable longevity pay for a period of up to twenty-six (26) weeks, in return for turning over the Worker's Compensation payment to the County.

8.5. Maternity Leave:

Upon application, an employee may use accumulated sick leave for maternity leave. An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed. The employee may request a maternity leave without pay, and the leave shall be granted. A maternity leave of absence shall be for the maximum period of six (6) months whether compensated or not. The employee may elect to return to work at an earlier date, provided the employee shall be deemed medically fit to return to the duties and responsibilities of her position.

8.6. Family/Medical Leave:

Employees shall be provided with the benefits of Family/Medical Leave Act.

8.7. Bereavement Leave:

All employees shall receive five (5) working days leave in the event of the death of a spouse, civil-union partner, child, step-child, ward, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandparent (of employee or employee's spouse), grandchild (of employee or employee's spouse), parent, step-parent, father-in-law, mother-in-law, and any other member of the immediate household. This leave is separate and distinct from any other leave time. In the event of multiple deaths, special consideration will be given to the employee by the Employer.

Bereavement days need not be taken consecutively. However, leave must be taken within fifty-three (53) weeks of the date of death. In the event the employee is going to utilize any of the time for such things as attending to the estate, the employee must give at least forty-eight (48) hours notice of the intended use.

Any unused bereavement days may be accumulated. Those accumulated days may be used for leave time in connection with any death of a person who is close to the employee, or to be added to the number of days which the employee may take for the death of an individual who is presently on the schedule.

8.8. Military Services Leave:

Leave for military service or training pursuant to Federal or State statutes shall be granted.

8.9. Personal Leave:

After being employed for six (6) months, an employee shall receive four (4) days leave pay for personal business. Personal leave may be denied if the emergencies of the work do not permit it.

8.10 Jury Duty:

Should an employee be obligated to serve as a juror, they shall receive full pay for all time spent on jury duty.

ARTICLE IX

VACATIONS

9.1 All employees shall be granted vacation leave based upon the following from date of hire:

9.1.1 For employees hired prior to January 1, 1990:

One to seven years	Twelve (12) days
Eight to ten years	Sixteen (16) days
Eleven to fifteen years	Twenty-one (21) days
16 years and over	Twenty-six (26) days

9.1.2 For all employees hired on or after January 1, 1990:

<u>Years of Service</u>	<u>Annual Leave</u>
First Year	One day per month to end of calendar year in which hired up to a limit of ten (10) days
First full Calendar Year through Fifth full Calendar Year	Ten (10) days per year
Sixth Full Calendar Year through Tenth Full Calendar Year	Fifteen (15) days per year
Eleventh Full Calendar Year	Twenty (20) days per year

9.1.3 For all employees hired on or after January 1, 2013:

<u>Years of Service</u>	<u>Annual Leave</u>
One calendar year through ten calendar years	Twelve (12) days annual leave

Eleventh calendar years through Fifteen (15) days annual leave
twentieth calendar year

Twentieth calendar year or more Twenty (20) days annual leave

9.2 Employees shall submit requests for vacation time no later than May 15th of the year with first and second choices. For only those employees who submit requests by May 15th, vacations shall be scheduled on the basis of seniority.

The request of a senior employer for vacation submitted after May 15th, shall not be given preference over the request of a less senior employee submitted by May 15th. Only simultaneous requests for vacation leave submitted after May 15th shall be decided on the basis of seniority.

Vacation time may be used on a day basis. For purposes of scheduling around vacations, requests shall state “(number) days to be used on a day basis,” with no specific dates required. A separate request for the scheduling of each such day shall be made.

After an individual has been employed for a full three (3) months, the employee shall be given credit for all due vacation leave, and shall be entitled to use credited leave when requested. Should an employee’s service terminate before the end of the year, earned vacation leave shall be calculated based on the number of months (or major portion thereof), completed. Unused earned vacation leave shall be reimbursed to the employee in the final pay. Used unearned vacation leave shall be deducted from the final pay. Employees of less than three (3) months shall earn and be entitled to use one (1) day’s vacation upon completion of each month of service.

A vacation carryover of up to one-third (1/3) of the year’s vacation credit is permitted upon written notice filed by December 1st. Employees who are prevented from taking a previously scheduled and approved vacation due to the exigencies of the work/job requirements

shall be permitted to carryover vacation credit in excess of the aforementioned one-third (1/3) limitation. Employees are required to comply with all scheduling requirements and scheduled all vacation, except one-third, by May 15th. The carryover must be used in the succeeding year or such vacation is forfeited, unless use of the carryover vacation credit is prevented by Employer.

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

9.4 If a paid holiday occurs during the vacation, it shall not count as a day of vacation.

ARTICLE X

HOLIDAYS

10.1 The employer observes the following holidays:

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day (Effective 1/1/13)	Election Day
Veteran's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	
Independence Day	

10.2 Employees shall be paid for, but not work on those days. Employees who are required to work on a holiday shall be paid at one and one-half (1 and ½) their regular rate in addition to the holiday pay.

10.3 The day after Thanksgiving shall be a paid day off for all employees. Employees who are required to work on the paid day off shall receive compensatory time off or in the Employer's discretion to be paid at straight time in addition to receiving their regular pay for the day. If the employees' hours for the work week exceed forty (40) hours, time shall be paid at overtime rates. (See Article 7.1)

10.4. If any additional full day holiday is granted by the County of Hunterdon to other County employees, then the employee shall be granted such a holiday. Employees required to work shall be given compensatory time off or be paid at time and one half (1 and ½), in addition to the day's pay in the Employer's discretion.

10.5 Effective January 1, 2013, Lincoln's birthday shall no longer be a paid holiday and President's day shall be established as a paid holiday.

ARTICLE XI

SALARY

11.1 The salaries for all employees covered by this Agreement hired or otherwise promoted during the term of this Agreement shall be increased annually as follows:

January 1, 2015	-	2.0%
January 1, 2016	-	2.0%
January 1, 2017	-	2.0%

11.1.1 Adjustments for Sergeants who are not receiving top Sergeant's Pay.

In addition to the increase set forth in Paragraph 11.1 above, retroactive to and effective January 1, 2015, and on each January 1 thereafter, each Sergeant who is not receiving the top pay for a Sergeant shall receive an additional salary adjustment of \$2,500.00. The \$2,500.00 pay adjustment shall be added after applying the annual 2.0% salary increase set forth in Section 11.1 above. Moreover, the \$2,500.00 pay adjustment shall be paid until such time as an individual Sergeant's pay equals the rate of pay of the Sergeant in the Department who is most highly paid. In light of the foregoing, the final annual adjustment to bring a Sergeant's salary to top pay may be less than \$2,500.00.

11.1.2 The phrase "top pay" as used in the paragraphs above, means the rate of pay for most highly paid Sergeant.

11.1.3 Retroactive salary adjustments will only be due to those Sergeants who are employed as of the date of this Agreement is signed.

11.2 The Prosecutor may, in his sole discretion, hire a new employee in the title of Investigator Sergeant at such rate of pay as the Prosecutor may determine, which rate shall not be in excess of the maximum rate paid to any then employed Investigator Sergeant. The Prosecutor

may base his decision upon the individual's police experience and such other factors as the Prosecutor may deem relevant. The minimum starting salary shall be at least \$60,000.00

In the event that the prospective employee has health insurance benefits paid for on their behalf, comparable to the benefits provided by the County, the County need not provide the medical benefits set forth in Article XII.

11.3 The rate of pay for an Investigator promoted to Detective Sergeant shall be eight percent (8%) above the Investigator's rate of pay prior to promotion and, thereafter, shall be adjusted pursuant to the percentage (%) increases set forth in Section 11.1 and 11.2.

The rate of pay for a Detective First Class who is promoted to Detective Sergeant, shall be increased by 4.46% above the Detective First Class' rate of pay prior to any promotion and, thereafter, shall be adjusted pursuant to the percentage (%) increases set forth in Section 11.1 and 11.1.2.

ARTICLE XII

MEDICAL BENEFITS

12.1 All eligible employees shall be covered by the Medical and Hospital Insurance Plan selected by the Employer, at the Employer's expense. The Association agrees to participate in the same Plan provided to all other County employees. The County has the right to select the carrier whose coverages are equal to or better than the present carrier.

12.2 The employer further agrees to provide health insurance as a supplement to Medicare for retired County employees as provided by law.

12.3 The Employer also agrees to grant to all employees covered under this Agreement any other medical, dental, vision, or prescription plans granted to any other County employee groups during the term of this Agreement (on the same terms and conditions to such other employee groups.)

12.4 All employees shall be required to contribute a portion of their salary toward the cost of health care benefits premiums in accordance with Ch. 78 (P.L. 2011). If the law is repealed or overturned, each employee shall contribute three-quarters (3/4) of one (1%) of their salary towards the cost of their health insurance premium, not to exceed Three Hundred Dollars (\$300.00) per year.

ARTICLE XIII
PAYROLL DEDUCTIONS

13.1 **Dues Check off**

The employer will deduct from an employee's pay, the current uniform dues of employees who are members of the Union beginning with the next pay period following receipt of a duly executed form acceptable to the employer. Such authorization may only be revoked upon thirty (30) days' notice prior to January 1 or July 1.

13.2 The sole responsibility of the employer shall be to remit sums deducted to the Secretary-Treasurer of the Union by the 15th of the month following the month in which it deducts the dues with a list of those employees for whom the deductions have been made. Dues shall be mailed to the address furnished by the Union.

13.3 The Union shall hold the Employer harmless against any claims, demands or other forms of liability that may arise out of the employer deducting sums as Union dues pursuant to this article.

13.4 Representation fee: 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, and any new permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, and any previously employed individual within the unit who does not join within ten (10) days reemployment or continued employment shall as a condition of employment pay a representative fee to the Union by automatic payroll deduction. The representative fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership, fees, dues and assessments as certified by the Union. The Union 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 of this Unit. The Union upon notification may change the representation fee certification based on changes in the regular member's dues, fees and assessments. There shall be a demand and return policy established for those Unit members who are not part of the Union. The Union agrees to hold the County harmless in connection with this provision.

ARTICLE XIV

LIABILITY INSURANCE

14.1 The County agrees to provide liability insurance coverage (or coverage through a self-insurance program) for its employees for the defense of civil claims by third party arising out of, or in the course of, the employment. Nothing in this section requires the County to provide coverage or to pay for punitive or exemplary damages or damages for intentionally tortuous conduct, damage resulting from the commission of a crime, or damages resulting from the employee's civil violation of State or Federal Law. The Prosecutor may recommend indemnification for exemplary or punitive damages resulting from the employer's civil violation of a State or Federal Law if, in the opinion of the Prosecutor, the acts committed by the employee upon which the damages were based, did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong. This recommendation will be evaluated by the County in accordance with the County's indemnification policy and then existing law.

14.2 To the extent covered by Paragraph 14.1, the employees shall continue to have legal assistance provided by the employer, at its cost, for the defense of civil claims by third parties for personal injury, death or property damage arising out of the course of employment.

14.3 To the extent covered by Paragraph 14.1, the employees shall continue to have any judgment entered against said employees as a result of said claims paid and satisfied by the County.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 **Definition:**

A grievance is:

15.1.1 An allegation by the employee that a specific provision of the Agreement has been violated; or,

15.1.2 An appeal of a disciplinary determination; or

15.1.3 An appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting an employee.

15.2 **Method of Review:**

15.2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions 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.

15.2.2 Appeals from a disciplinary determination are to follow the procedure under 15.9.

15.2.3 Only grievances that fall within definition 15.1.1 may proceed to Step Four (arbitration) of the grievance procedure outlined below. All other grievances will terminate at Step 3. The purpose of this limitation is to insure that the resolution of disputes concerning the Prosecutor's right to hire, terminate, or discipline an employee are determined in a court of law which would be governed by then applicable and articulated legal standards governing the extent of his constitutional and discretionary authority in these areas.

15.2.4 Nothing herein contained shall be construed as limiting the rights of any employee having a grievance, other than one within definition 15.1.1 to discuss the matter informally with

any appropriate member of the administration and to have the grievance adjusted without the intervention of FOP Lodge 186.

15.3 Presentation of Grievances Except for those Involving Discipline:

15.3.1 No step in this procedure shall be by-passed by the Employee without the consent of the Prosecutor.

15.3.2 The employee shall have the right to present his/her grievance on his/her own, or by an attorney, or to designate a representative of FOP Local 186 to appear with him/her in accordance with the following steps:

Step 1: The complaint or grievance of any employee shall first be taken to the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time, three (3) working days if possible. At this level, a complaint or grievance need not be in writing. If the aggrieved employee is not satisfied with the decision of his immediate supervisor, he may discuss his complaint or grievance with the Chief of Detectives, who shall make an effort to resolve the problem within three (3) working days, if possible. The complaint or grievance need not be in writing at this step.

Step 2: If the aggrieved employee is not satisfied with the decision of the Chief of Detectives and seeks to pursue the matter further, the employee shall reduce the grievance to writing and file it with the Chief of Detectives no later than thirty (30) calendar days after the employee knew or should have known of the facts giving rise to the alleged grievance. The grievance shall be filed on a standard form created by the FOP and approved by the Prosecutor. The grievance(s) shall be numbered in consecutive order and prepared by the FOP for uniformity. The employee shall furnish all information requested to permit the employer to adequately respond and the form shall be signed by the effected employee. The employee shall

have a continuing duty to furnish additional reasonable information as requested by the employer. In addition, failure to comply with this time requirement shall be determined a waiver of the employee's right to use this formal grievance procedure. Within thirty (30) calendar days after filing of the written grievance, the Chief of Detectives shall review the grievance again based upon the written statement. The Chief of Detectives shall give a decision, in writing, within the time provided.

Step 3: If the problem is not resolved at Step 2, the aggrieved employee may appeal, in writing, within thirty (30) calendar days, to the Hunterdon County Prosecutor for a determination of the grievance. Failure to comply with this time requirement shall be determined a waiver of the employee's right to use this formal grievance procedure. Within thirty (30) working days after the filing of the grievance at this Step, the Prosecutor shall make a determination in writing.

Step 4: If the Employee is not satisfied with the disposition of the grievance or if no decision has been rendered within thirty (30) working days after the grievance was filed with the Prosecutor, the Employee may, if it chooses, within five (5) working days after a decision has been made by the Prosecutor, or within (30) working days after the grievance was delivered to the prosecutor, whichever is later, request in writing to the Public Employment Relations Commission, the appointment of an arbitrator pursuant to the rules and procedures of said Commission for grievances for which arbitration is permitted under this procedure. The limitation on arbitration is set forth in Paragraph 15.2.2.

15.4 The Arbitrator shall have the authority to conduct a hearing at which the facts and arguments relating to the dispute shall be presented and heard. The arbitrator shall have no power to add to, detract from, or alter in any way the provisions of this Agreement, but shall only

interpret, apply or determine whether there has been compliance with the provisions of this Agreement.

15.5 The Arbitrator's decision shall be in writing and shall be submitted to the parties and shall be legally binding on them. The costs for such services of the Arbitrator, including per diem expenses, if any, and actual and necessary subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Employee. Any other expenses incurred shall be paid by the parties incurring same.

15.6 The time limits set forth in this procedure relating to processing a grievance from step to step may be extended by mutual agreement in writing signed by a representative of the Employer and the Employee.

15.7 All grievance hearings shall be held in Hunterdon County.

15.8 All grievance proceedings will be held between the hours of 7:00 a.m. and 5:00 p.m.

15.9 Grievances Involving a Disciplinary Determination.

15.9.1 In the event an employee is disciplined (suspension, demotion or discharge), the employee shall be served with a notice indicating the facts warranting discipline and the proposed penalty. If requested by the employee, a hearing shall be scheduled within thirty (30) days of the service of the notice. The Prosecutor may implement the discipline prior to the hearing, if necessary, for the efficiency of the Department. Reasonable request for discovery shall be honored. At the hearing, the Prosecutor shall have the burden of going forward by initiating the proceeding through presenting the information which serves as the foundation for the proposed action.

15.9.2 In the event of the memorialization of a counseling session, or letter of reprimand, the employee's superior shall meet with the employee prior to placing the items in the

personnel file. The employee may attempt to convince the superior that the proposed action be withdrawn. If the superior intends to include the record, the employee is entitled to attach a written response or statement of position. The employee may also ask for a meeting with the Chief of Detectives to request that the item not be included, or be removed from the employee's file.

15.9.3 Grievances involving disciplinary determination may not be arbitrated. The purpose of this limitation is to insure the resolution of disputes concerning the Prosecutor's right to hire, terminate or discipline an employee are determined in a court of law which would be governed by then applicable and articulated legal standards governing the extent of his constitutional and discretionary authority in these areas.

15.9.4 All disciplinary actions shall comply with State law, the New Jersey Attorney General's Guidelines and the rulings of courts of appropriate jurisdiction.

ARTICLE XVI

PERSONNEL FILES

16.1 A personnel history file shall be maintained for each employee covered by this Agreement. This file may contain ordinary or routine papers and any confidential papers.

16.2 An employee within the bargaining unit may, by appointment, review his/her personnel file, but the appointment for review must be made through the Prosecutor or his/her designated representative. Employees shall be entitled to receive one complete copy of their personnel file without charge.

16.3 An employee shall be entitled to a copy of any document placed in their personnel file. The copy shall be provided at the time of the insertion.

16.4 Whenever a written complaint concerning an employee covered by this Agreement or his/her actions is to be placed in the employee's personnel file, a copy shall be made available to the employee who shall be given the opportunity to rebut the complaint, if so desired, and the rebuttal shall be placed in the personnel file.

16.5 Records of a verbal counseling placed in an employee's file shall be removed six (6) months later if the Prosecutor has experienced no problems with the employee's performance within those six (6) months.

ARTICLE XVII

OUTSIDE EMPLOYMENT

17.1 Any Employee covered by this Agreement shall not be entitled to hold employment other than for the Prosecutor's Office, unless such employment is approved in advance by the Prosecutor. The Prosecutor should not unreasonably deny a request. The decision of the Prosecutor shall be final and not subject to arbitration under the grievance procedure.

ARTICLE XVIII

LOCAL REPRESENTATIVES AND MEMBERS

18.1 Authorized representatives appointed by the FOP, not to exceed three (3), shall be authorized to discuss with the Employer any questions concerning the terms of this agreement at a time convenient to the Employer.

18.2 The President of the FOP or an employee chosen by the President shall be excused from work for attendance at the regular scheduled meetings of the FOP, not to exceed two (2) per year.

18.3 During contract negotiations, the FOP shall have the right to three (3) representatives present who are on duty if negotiations occur during working hours.

ARTICLE XIX

VEHICLE USE AND MILEAGE

19.1 County owned vehicles assigned to investigators by the Prosecutor shall be used in accordance with the policies and procedures promulgated by the Employer. In the event a personal vehicle needs to be utilized for proper and necessary business of the office, the rate of compensation will be at the County's established rate but not less than the official Office of Management and Budget rate for the State of New Jersey. For those employees hired after January 1, 2012, the Union acknowledges and agrees that those employees are not entitled to any additional remuneration should the employee's use of an assigned vehicle to and from his/her domicile/residence to his/her assigned post is eliminated. For those employees hired before January 1, 2012, the Union and the Employer agree to meet and negotiate should the employee's use of an assigned vehicle to and from his/her domicile/residence to his/her assigned post be eliminated.

19.2 Employees shall not be charged for parking.

ARTICLE XX

LOSS OR DAMAGE TO PERSONAL ITEMS

20.1 Employees shall be reimbursed for any loss or damage of their personal items incurred during a physical altercation or pursuit while on duty. Personal items shall include, but not be limited to, clothing, leather gear, eyeglasses, watches and jewelry; however, any damage to watches or jewelry shall not exceed the sum of \$250.00. Employees must report said loss or damage to their superior officer no later than the beginning of the next full shift.

ARTICLE XXI

AMENDMENTS

21.1 The provisions of this Agreement may be changed only by written agreement signed by both parties.

ARTICLE XXII

APPLICABLE LEAVE

22.1 This Agreement is to be construed in accordance with the laws of the State of New Jersey. Both parties reserve all the rights accorded to them under applicable law. Both parties shall perform all duties which are imposed upon them by law.

ARTICLE XXIII

DURATION OF AGREEMENT

The Agreement shall be retroactive to January 1, 2015 and extend through December 31, 2017 and shall remain in full force and effect until a subsequent agreement is executed. The parties agree to commence negotiations on a successor labor agreement beginning September 2017 or as soon thereafter as possible. All salaries and benefits shall remain in place until the signing of a successor agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives, officers and/or agents have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF HUNTERDON


By:


By: JOHN LANZA, DIRECTOR

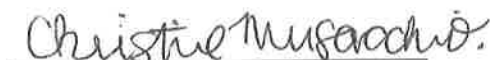
WITNESS:




HUNTERDON COUNTY PROSECUTOR

ATTEST:

HUNTERDON COUNTY
PROSECUTOR'S OFFICE, FRATERNAL
ORDER OF POLICE LODGE # 186
(SERGEANTS)


Christine Musacchio


By: PETER PFEIFFER

SCHEDULE A

I, _____, hereby acknowledge that my change in title from County Investigator to Prosecutor's Detective shall not affect the duties or rights attaching to my position. Pursuant to N.J.S.A. 2A:157-10, I will still serve at the pleasure of the County Prosecutor and will remain subject to removal by the County Prosecutor in accordance with N.J.S.A. 2A:157-10.1. I further acknowledge that a Prosecutor's Detective is the equivalent, both professionally and legally, of county Investigator pursuant to N.J.S.A. 2A:157-10. I further recognize and acknowledge that Prosecutor's Detective is not the equivalent of a County Detective as the position is defined by N.J.S.A. 2A:157-2 and that by virtue of the change of my job title to Prosecutor's Detective I will not become a member of the classified service of the Civil Service. I hereby acknowledge that I have read this document, understand same and sign it of my free will, and agree with the terms and conditions set forth therein, unless changed by law.

Signature

Witness

Date



The Board of Chosen Freeholders
County of Hunterdon
State of New Jersey

71 Main Street, Administration Bldg #1, First Floor

PO Box 2900

Flemington, New Jersey 08822-2900

Phone: (908) 788-1102

Fax: (908) 806-4236

Email: freeholders@co.hunterdon.nj.us

Denise B. Doolan, Clerk of the Board of Chosen Freeholders

John E. Lanza, Director
John W. King, Deputy Director
J. Matthew Holt, Freeholder
Suzanne Lagay, Freeholder
Robert G. Walton, Freeholder

MEMORANDUM

TO: Lt. Kristen Larsen, Hunterdon County Prosecutor's Office

FROM: Denise B. Doolan, Clerk of the Board

DATE: March 09, 2017

SUBJECT: Hunterdon County Prosecutor's Office – FOP #186 (Lieutenants)
January 01, 2015 – December 31, 2017

Enclosed you will find a fully executed copy of an Agreement between the County of Hunterdon and the Hunterdon County Prosecutor's Office, FOP #186 (Lieutenants), the period of January 01, 2015 through December 31, 2017; along with a copy of a resolution adopted by the Hunterdon County Board of Chosen Freeholders at their regular meeting on March 07, 2017, approving same.

If I can be of further assistance, please do not hesitate to contact me.

dbd

Enclosures

cc: Shana L. Taylor, County Counsel
Brad Myhre, Human Resources Director
Anthony Kearns, County Prosecutor

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

RESOLUTION

BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Hunterdon does hereby approve the Collective Bargaining Agreement between the County of Hunterdon and the Hunterdon County Prosecutor's Office, Fraternal Order of Police Lodge #186, (Lieutenants), covering the period of January 01, 2015 to December 31, 2017.

ROLL CALL	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
John E. Lanza, Director			X			
John W. King, Deputy Director	X		X			
J. Matthew Holt, Freeholder		X	X			
Suzanne Lagay, Freeholder						X
Robert G. Walton, Freeholder			X			

ADOPTED March 07, 2017


Denise B. Doolan, CLERK

COLLECTIVE BARGAINING AGREEMENT

-between-

THE HUNTERDON COUNTY PROSECUTOR

And

**HUNTERDON COUNTY PROSECUTOR'S OFFICE
FRATERNAL ORDER OF POLICE LODGE #186
(LIEUTENANTS)**

And

**THE HUNTERDON COUNTY BOARD OF
CHOSEN FREEHOLDERS**

(Covering the period January 1, 2015 to December 31, 2017)

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THIS AGREEMENT is made this _____ day of January 2017 between:

THE HUNTERDON COUNTY PROSECUTOR

and

**HUNTERDON COUNTY PROSECUTOR'S OFFICE
FRATERNAL ORDER OF POLICE LODGE #186
(LIEUTENANTS UNIT)**

and

**THE HUNTERDON COUNTY BOARD OF CHOSEN
FREEHOLDERS, as the funding source.**

It is effective as of January 1, 2015, and covers the period January 1, 2015 through December 31, 2017.

In this Agreement, the word "Employer" refers to both the Hunterdon County Prosecutor and the Hunterdon County Board of Chosen Freeholders, unless the context clearly dictates that the reference is to the Prosecutor in his independent constitutional role. All parties recognize that under New Jersey law, the Prosecutor is the employer of the employees in the bargaining unit.

In this Agreement, Hunterdon County FOP Local 186 (Lieutenants Unit) is referred to as the "FOP."

ARTICLE I
RECOGNITION

1.1 The Employer recognizes the FOP as the exclusive representative of all employed Prosecutor's Investigators holding the rank of Lieutenant. These positions are defined as the "bargaining unit."

1.2 All other employees of the Hunterdon County Prosecutors Office or individuals working in the Prosecutor's Office are excluded from the Bargaining Unit. Specifically excluded are the Chief of Detectives, the Captain, Sergeants, Investigators, and Investigator's First Class, and Supervisors within the meaning of the New Jersey Employer-Employee Relations Act, non-police employees, managerial executives, confidential employees, craft and professional employees, and all others not recited in Paragraph 1.1.

1.3 The employees in this Bargaining Unit are Prosecutor's Investigators Lieutenants under New Jersey law. There are specific legal effects from the use of that title.

 The employees may be nominally designated "lieutenant detectives" for identification purposes when dealing with the public. The FOP agrees that the use of the term "detective" for public identification purposes does not change the legal status of the employees from "investigators" to "detectives." Each covered employee, at the request of the Prosecutor, shall sign an Acknowledgment of Status and Rights substantially in the form which is attached Schedule "A."

ARTICLE II

MANAGEMENT RIGHTS

2.1 The parties acknowledge that the Prosecutor is vested with the right, duty and responsibility under the Constitution and Laws of the State of New Jersey to manage the Hunterdon County Prosecutor's Office. Nothing contained in this Agreement shall be constructed to limit, deny or restrict the Prosecutor in connection with any of his powers, rights, authorities, duties and responsibilities under the laws of the State of New Jersey. The Prosecutor retains and reserves to himself all powers, rights, authority, duties and responsibilities conferred upon and vested in the office prior to the execution of this agreement including, but not limited to, the following:

2.1.1. To determine the standards of service to be provided by the Prosecutor's Office.

2.1.2 To maintain the efficiency and effectiveness of the Prosecutor's Office.

2.1.3. To determine the standards and qualifications for employment of all employees, and to exclusively make employment decisions.

2.1.4. To discipline employees according to law, including suspension, demotion, termination or other appropriate disciplinary action.

2.1.5. To direct the activities of all employees, including content and work assignment.

2.1.6. To generally exercise complete control over the organization and operation of the Hunterdon County Prosecutor's Office, and the technology of performance.

2.1.7. To discontinue, reorganize or combine any section or to reassign or transfer any investigator with any consequent reduction or other changes in work force.

2.1.8. To introduce new or improved methods or facilities regardless of whether or not they cause a reduction in the work force.

2.1.9. To establish such operational rules as he deems advisable, subject to his legal responsibility to negotiate those aspects which affect terms and conditions of employment.

ARTICLE III

ACKNOWLEDGMENT OF EMPLOYEE'S RIGHTS

The FOP retains all rights to negotiate over terms and conditions of employment afforded to it and the employees under New Jersey Law.

3.1 Non-discrimination. The Employer shall comply with the mandatory provision of relevant State and federal laws prohibiting discrimination in the workplace.

3.2 The parties agree not to interfere with the rights of employees to become or not to become members of the Union and further there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The parties further agree that N.J.S. Title 34 shall be followed. The working environment shall be characterized by mutual respect for the common dignity for which all employees are entitled. The authorized delegate for the Unit Association shall be granted leave time for attendance at any grievance hearing, disciplinary hearing and negotiations sessions necessary with respect to the implementation and enforcement of this Agreement.

3.3 The authorized delegate for the Unit Association may with advance notice and in accordance with State law attend the FOP conference/convention.

ARTICLE IV

ORDERS AND STANDARD OPERATING PROCEDURES

4.1 The prosecutor has established Orders and Standard Operating Procedures. The FOP is familiar with each of the Standard Operating Procedures and Orders in effect at the same time that this contract is signed, and has reviewed them in detail.

4.2 The FOP acknowledges that it has had the opportunity to fully and fairly bargain over all matters which are negotiable.

4.3 Employer's Rules and Regulations, Orders and Standard Operating Procedures, which are within the scope of issues that are mandatorily negotiable which were in effect on December 31, 2008 will be continued in full force and effect.

4.4 The Prosecutor, in his sole discretion, has the right to adopt new, or amend existing, Standard Operating Procedures and Orders, Rules or Regulations for the purpose of operating of his office, subject to the legal responsibility to negotiate these aspects which affect terms and conditions of employment. The FOP Unit President or his designee shall be notified of the promulgation of new or amended Standard Operating Procedures, and shall acknowledge the fact of such notification in writing.

ARTICLE V

COLLECTIVE BARGAINING PROCEDURE AND LABOR

MANAGEMENT MEETINGS

5.1 Collective bargaining on rates of pay, hours of work and other negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than two (2) representatives of each party, plus counsel and two (2) experts, shall participate in collective negotiating meetings, except by consent of both parties.

5.2 Collective bargaining for the contract period beginning January 1, 2015, shall commence pursuant to the rules of Public Employment Relations Commission.

5.3 Collective bargaining sessions shall be conducted on dates and times mutually agreed upon by parties.

5.4 FOP representatives (not exceeding the number shown in Article 5.1) on duty at such times, shall be permitted to attend the collective bargaining sessions without loss of pay. No other payment will be made by the Employer to FOP representatives for their attending the collective bargaining sessions.

ARTICLE VI

WORK SCHEDULE

6.1 Lieutenants' schedules are set based upon the needs of the Department. While a typical work schedule is Monday through Friday, the Prosecutor may establish any Lieutenant's work week to include a Saturday and/or Sunday. Actual work scheduled shall be set at the discretion of the Prosecutor, who shall have the right to schedule the hours of work in the work week or work day, and to vary the daily or weekly work schedule consistent with the needs of his office. Lieutenants shall be available as needed to operate the Department, including being called in as needed to complete assignments.

ARTICLE VII

OVERTIME

7.1 The parties have an existing dispute as to whether Lieutenants are required to be paid overtime. The parties shall continue to meet in an attempt to reconcile whether the law requires such payments. If the parties cannot agree as to the requirement of the law, each party reserves all rights and remedies available.

ARTICLE VIII
LEAVES OF ABSENCE

8.1 **Sick Leave:**

Sick Leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1 and ¼ per month) for each calendar year thereafter. If an employee begins work after the fifteen day of the month, sick leave is not earned for that month.

8.1.1 Sick leave can be utilized for those purposes permitted by the New Jersey Civil Service Commission definition.

8.2. Sick leave must be earned before it can be used.

8.3. Should employees use none or only a portion of earned sick leave in any year, then the amount of leave not taken shall accumulate from year-to-year during the employment.

8.3.1 **Attendance-Incentive Bonus:**

Employees who use no sick days in a given calendar year shall receive \$1,500.00 payable at the end of that calendar year. Employees who use five (5) or fewer sick days in a given calendar year shall receive \$500.00, payable at the end of that calendar year.

Employees will still retain all unused sick days.

8.4. Injury Leave:

Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury which occurred while working and which is covered by Worker's Compensation Insurance.

8.4.1. Employees shall be paid their full base salary plus applicable longevity pay for a period of up to twenty-six (26) weeks, in return for turning over the Worker's Compensation payment to the County.

8.5. Maternity Leave:

Upon application, an employee may use accumulated sick leave for maternity leave. An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed. The employee may request a maternity leave without pay, and the leave shall be granted. A maternity leave of absence shall be for the maximum period of six (6) months whether compensated or not. The employee may elect to return to work at an earlier date, provided the employee shall be deemed medically fit to return to the duties and responsibilities of her position.

8.6. Family/Medical Leave:

Employees shall be provided with the benefits of Family/Medical Leave Act.

8.7. Bereavement Leave:

All employees shall receive five (5) working days leave in the event of the death of a spouse, civil-union partner, child, step-child, ward, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandparent (of employee or employee's spouse),

grandchild (of employee or employee's spouse), parent, step-parent, father-in-law, mother-in-law, and any other member of the immediate household. This leave is separate and distinct from any other leave time. In the event of multiple deaths, special consideration will be given to the employee by the Employer.

Bereavement days need not be taken consecutively. However, leave must be taken within fifty-three (53) weeks of the date of death. In the event the employee is going to utilize any of the time for such things as attending to the estate, the employee must give at least forty-eight (48) hours notice of the intended use.

Any unused bereavement days may be accumulated. Those accumulated day may be used for leave time in connection with any death of a person who is close to the employee, or to be added to the number of days which the employee may take for the death of an individual who is presently on the schedule.

8.8 Military Services Leave:

Leave for military service or training pursuant to Federal or State statutes shall be granted.

8.9 Personal Leave:

After being employed for six (6) months, an employee shall receive four (4) days leave pay for personal business. Personal leave may be denied if the emergencies of the work do not permit it.

8.10 Jury Duty:

Should an employee be obligated to serve as a juror, they shall receive full pay for all time spent on jury duty.

ARTICLE IX

VACATIONS

9.1 All employees shall be granted vacation leave based upon the following from date of hire:

9.1.1 For employees hired prior to April 26, 1989:

One to seven years	Twelve (12) days
Eight to ten years	Sixteen (16) days
Eleven to fifteen years	Twenty-one (21) days
16 years to 20 years	Twenty-six (26) days
21 years and over	Twenty-Six (26) days plus one (1) additional day for each year over twenty (20)

9.1.2 For all employees hired on or after April 25, 1989:

<u>Years of Service</u>	<u>Annual Leave</u>
First Year	One day per month to end of calendar year in which hired up to a limit of ten (10) days
First full Calendar Year through Fifth full Calendar Year	Ten (10) days per year
Sixth Full Calendar Year through Tenth Full Calendar Year	Fifteen (15) days per year
Eleventh Full Calendar Year	Twenty (20) days per year

9.1.3 For all employees hired on or after January 1, 2013:

<u>Years of Service</u>	<u>Annual Leave</u>
First full Calendar Year through Tenth Calendar Year	12 Days annual leave
Eleventh Calendar Year through Twentieth Calendar Year	15 Days annual leave
Twentieth Calendar Year	20 Days annual leave

9.2 Employees shall submit requests for vacation time no later than May 15th of the year with first and second choices. For only those employees who submit requests by May 15th, vacations shall be scheduled on the basis of seniority.

The request of a senior employee for vacation submitted after May 15th, shall not be given preference over the request of a less senior employee submitted by May 15th. Only simultaneous requests for vacation leave submitted after May 15th shall be decided on the basis of seniority.

Vacation time may be used on a day basis. For purposes of scheduling around vacations, requests shall state “(number) days to be used on a day basis,” with no specific dates required. A separate request for the scheduling of each such day shall be made.

After an individual has been employed for a full three (3) months, the employee shall be given credit for all due vacation leave, and shall be entitled to use credited leave when requested. Should an employee’s service terminate before the end of the year, earned vacation leave shall be calculated based on the number of months (or major portion thereof), completed. Unused earned vacation leave shall be reimbursed to the employee in the final pay. Used unearned vacation leave shall be deducted from the final pay. Employees of less than three (3) months shall earn and be entitled to use one (1) day’s vacation upon completion of each month of service.

A vacation carryover of up to one-third (1/3) of the year's vacation credit is permitted upon written notice filed by December 1st. Employees who are prevented from taking a previously scheduled and approved vacation due to the exigencies of the work/job requirements shall be permitted to carryover vacation credit in excess of the aforementioned one-third (1/3) limitation. Employees are required to comply with all scheduling requirements and scheduled all vacation, except one-third, by May 15th. The carryover must be used in the succeeding year or such vacation is forfeited, unless use of the carryover vacation credit is prevented by Employer.

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

9.4 If a paid holiday occurs during the vacation, it shall not count as a day of vacation.

ARTICLE X

HOLIDAYS

10.1 The employer observes the following holidays:

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day (Effective 1/1/13)	Election Day
Veteran's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	
Independence Day	

10.2 Employees shall be paid for, but not work on those days. Employees who are required to work on a holiday shall be paid at one and one-half (1 and ½) their regular rate in addition to the holiday pay.

10.3 The day after Thanksgiving shall be a paid day off for all employees.

10.4. If any additional full day holiday is granted by the County of Hunterdon to other County employees, then the employee shall be granted such a holiday.

10.5 Effective January 1, 2013, Lincoln's Birthday shall no longer be a paid holiday and President's day shall be established as a paid holiday.

ARTICLE XI

SALARY

11.1 The salaries for all employees covered by this Agreement hired or otherwise promoted during the term of this Agreement shall be increased annually as follows:

January 1, 2015	-	2.0%
January 1, 2016	-	2.0%
January 1, 2017	-	2.0%

Lieutenants who are employed as of December 31, 2008, shall receive the additional adjustments, as set forth on Schedule B.

Retroactive salary adjustments will only be due to those Lieutenants who are employed as of the date of this Agreement is signed.

11.2 The Prosecutor may, in his sole discretion, hire a new employee in the title of Investigator Lieutenant at such rate of pay as the Prosecutor may determine, which rate shall not be in excess of the maximum rate paid to any then employed Investigator Lieutenant. The Prosecutor may base his decision upon the individual's police experience and such other facts as the prosecutor may deem relevant.

In the event that the prospective employee has health insurance benefits paid for on their behalf, comparable to the benefits provided by the County, the County need not provide the medical benefits set forth in Article XII.

11.3 The rate of pay for a Detective Sergeant promoted to Lieutenant after December 31, 2008, shall be eight percent (8%) above the Sergeant's rate of pay prior to promotion and, thereafter, shall be adjusted pursuant to the percentage (%) increases set forth in Section 11.1.

ARTICLE XII

MEDICAL BENEFITS

12.1 All eligible employees shall be covered by the Medical and Hospital Insurance Plan selected by the Employer, at the Employer's expense. The Association agrees to participate in the same Plan provided to all other County employees. The County has the right to select the carrier whose coverages are equal to or better than the present carrier.

12.2 The employer further agrees to provide health insurance as a supplement to Medicare for retired County employees as provided by law.

12.3 The Employer also agrees to grant to all employees covered under this Agreement any other medical, dental, vision, or prescription plans granted to any other County employee groups during the term of this Agreement (on the same terms and conditions to such other employee groups.)

12.4 All employees shall be required to contribute a portion of their salary toward the cost of health care benefits premiums in accordance with Ch. 78 (P.L. 2011). If that law is repealed or overturned, each employee shall contribute one and one-half (1.5%) of their base salary towards their health insurance premiums.

ARTICLE XIII
PAYROLL DEDUCTIONS

13.1 Dues Check off

The employer will deduct from an employee's pay, the current uniform dues of employees who are members of the Union beginning with the next pay period following receipt of a duly executed form acceptable to the employer. Such authorization may only be revoked upon thirty (30) days' notice prior to January 1 or July 1.

13.2 The sole responsibility of the employer shall be to remit sums deducted to the Secretary-Treasurer of the Union by the 15th of the month following the month in which it deducts the dues with a list of those employees for whom the deductions have been made. Dues shall be mailed to the address furnished by the Union.

13.3 The Union shall hold the Employer harmless against any claims, demands or other forms of liability that may arise out of the employer deducting sums as Union dues pursuant to this article.

13.4 Representation fee: 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, and any new permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, and any previously employed individual within the unit who does not join within ten (10) days reemployment or continued employment shall as a condition of employment pay a representative fee to the Union by automatic payroll deduction. The representative fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership, fees, dues and assessments as certified by the Union. The Union 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 of this Unit. The Union upon notification may change the representation fee certification based on changes in the regular member's dues, fees and assessments. There shall be a demand and return policy established for those Unit members who are not part of the Union. The Union agrees to hold the County harmless in connection with this provision.

ARTICLE XIV
LIABILITY INSURANCE

14.1 The County agrees to provide liability insurance coverage (or coverage through a self-insurance program) for its employees for the defense of civil claims by third party arising out of, or in the course of, the employment. Nothing in this section requires the County to provide coverage or to pay for punitive or exemplary damages or damages for intentionally tortuous conduct, damage resulting from the commission of a crime, or damages resulting from the employee's civil violation of State or Federal Law. The Prosecutor may recommend indemnification for exemplary or punitive damages resulting from the employer's civil violation of a State or Federal Law if, in the opinion of the Prosecutor, the acts committed by the employee upon which the damages were based, did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong. This recommendation will be evaluated by the County in accordance with the County's indemnification policy and then existing law.

14.2 To the extent covered by Paragraph 14.1, the employees shall continue to have legal assistance provided by the employer, at its cost, for the defense of civil claims by third parties for personal injury, death or property damage arising out of the course of employment.

14.3 To the extent covered by Paragraph 14.1, the employees shall continue to have any judgment entered against said employees as a result of said claims paid and satisfied by the County.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 Definition:

A grievance is:

15.1.1 An allegation by the employee that a specific provision of the Agreement has been violated; or,

15.1.2 An appeal of a disciplinary determination; or

15.1.3 An appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting an employee.

15.2 Method of Review:

15.2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions 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.

15.2.2 Appeals from a disciplinary determination are to follow the procedure under 15.9.

15.2.3 Only grievances that fall within definition 15.1.1 may proceed to Step Four (arbitration) of the grievance procedure outlined below. All other grievances will terminate at Step 3. The purpose of this limitation is to insure that the resolution of disputes concerning the Prosecutor's right to hire, terminate, or discipline an employee are determined in a court of law which would be governed by then applicable and articulated legal standards governing the extent of his constitutional and discretionary authority in these areas.

15.2.4 Nothing herein contained shall be construed as limiting the rights of any employee having a grievance, other than one within definition 15.1.1 to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without the intervention of FOP Lodge 186.

15.3 Presentation of Grievances Except for those Involving Discipline:

15.3.1 No step in this procedure shall be by-passed by the Employee without the consent of the Prosecutor.

15.3.2 The employee shall have the right to present his/her grievance on his/her own, or by an attorney, or to designate a representative of FOP Local 186 to appear with him/her in accordance with the following steps:

Step 1: The complaint or grievance of any employee shall first be taken to the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time, three (3) working days if possible. At this level, a complaint or grievance need not be in writing. If the aggrieved employee is not satisfied with the decision of his immediate supervisor, he may discuss his complaint or grievance with the Chief of Detectives, who shall make an effort to resolve the problem within three (3) working days, if possible. The complaint of grievance need not be in writing at this step.

Step 2: If the aggrieved employee is not satisfied with the decision of the Chief of Detectives and seeks to pursue the matter further, the employee shall reduce the grievance to writing and file it with the Chief of Detectives no later than thirty (30) calendar days after the employee knew or should have known of the facts giving rise to the alleged grievance. The grievance shall be filed on a standard form created by the FOP and approved by the Prosecutor. The grievance(s) shall be numbered in consecutive order and prepared by the FOP for uniformity. The employee shall furnish all information requested to permit the employer to adequately respond and the form shall be signed by the effected employee. The employee shall have a continuing duty to furnish additional reasonable information as requested by the employer. In addition, failure to comply with this time requirement shall be determined a waiver

of the employee's right to use this formal grievance procedure. Within thirty (30) calendar days after filing of the written grievance, the Chief of Detectives shall review the grievance again based upon the written statement. The Chief of Detectives shall give a decision, in writing, within the time provided.

Step 3: If the problem is not resolved at Step 2, the aggrieved employee may appeal, in writing, within thirty (30) calendar days, to the Hunterdon County Prosecutor for a determination of the grievance. Failure to comply with this time requirement shall be determined a waiver of the employee's right to use this formal grievance procedure. Within thirty (30) working days after the filing of the grievance at this Step, the Prosecutor shall make a determination in writing.

Step 4: If the Employee is not satisfied with the disposition of the grievance or if no decision has been rendered within thirty (30) working days after the grievance was filed with the Prosecutor, the Employee may, if it chooses, within five (5) working days after a decision has been made by the Prosecutor, or within (30) working days after the grievance was delivered to the prosecutor, whichever is later, request in writing to the Public Employment Relations Commission, the appointment of an arbitrator pursuant to the rules and procedures of said Commission for grievances for which arbitration is permitted under this procedure. The limitation on arbitration is set forth in Paragraph 15.2.2.

15.4 The Arbitrator shall have the authority to conduct a hearing at which the facts and arguments relating to the dispute shall be presented and heard. The arbitrator shall have no power to add to, detract from, or alter in any way the provisions of this Agreement, but shall only interpret, apply or determine whether there has been compliance with the provisions of this Agreement.

15.5 The Arbitrator's decision shall be in writing and shall be submitted to the parties and shall be legally binding on them. The costs for such services of the Arbitrator, including per diem expenses, if any, and actual and necessary subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Employee. Any other expenses incurred shall be paid by the parties incurring same.

15.6 The time limits set forth in this procedure relating to processing a grievance from step to step may be extended by mutual agreement in writing signed by a representative of the Employer and the Employee.

15.7 All grievance hearings shall be held in Hunterdon County.

15.8 All grievance proceedings will be held between the hours of 7:00 a.m. and 5:00 p.m.

15.9 Grievances Involving a Disciplinary Determination.

15.9.1 In the event an employee is disciplined (suspension, demotion or discharge), the employee shall be served with a notice indicating the facts warranting discipline and the proposed penalty. If requested by the employee, a hearing shall be scheduled within thirty (30) days of the service of the notice. The Prosecutor may implement the discipline prior to the hearing, if necessary, for the efficiency of the Department. Reasonable request for discovery shall be honored. At the hearing, the Prosecutor shall have the burden of going forward by initiating the proceeding through presenting the information which serves as the foundation for the proposed action.

15.9.2 In the event of the memorialization of a counseling session, or letter of reprimand, the employee's superior shall meet with the employee prior to placing the items in the personnel file. The employee may attempt to convince the superior that the proposed action be withdrawn. If

the superior intends to include the record, the employee is entitled to attach a written response or statement of position. The employee may also ask for a meeting with the Chief of Detectives to request that the item not be included, or be removed from the employee's file.

15.9.3 Grievances involving disciplinary determination may not be arbitrated. The purpose of this limitation is to insure the resolution of disputes concerning the Prosecutor's right to hire, terminate or discipline an employee are determined in a court of law which would be governed by then applicable and articulated legal standards governing the extent of his constitutional and discretionary authority in these areas.

15.9.4 All disciplinary actions shall comply with state law, the New Jersey Attorney General's Guidelines and the rulings of courts of appropriate jurisdiction.

ARTICLE XVI

PERSONNEL FILES

16.1 A personnel history file shall be maintained for each employee covered by this Agreement. This file may contain ordinary or routine papers and any confidential papers.

16.2 An employee within the bargaining unit may, by appointment, review his/her personnel file, but the appointment for review must be made through the Prosecutor or his/her designated representative. Employees shall be entitled to receive one complete copy of their personnel file without charge.

16.3 An employee shall be entitled to a copy of any document placed in their personnel file. The copy shall be provided at the time of the insertion.

16.4 Whenever a written complaint concerning an employee covered by this Agreement or his/her actions is to be placed in the employee's personnel file, a copy shall be made available to the employee who shall be given the opportunity to rebut the complaint, if so desired, and the rebuttal shall be placed in the personnel file.

16.5 Records of a verbal counseling placed in an employee's file shall be removed six (6) months later if the Prosecutor has experienced no problems with the employee's performance within those six (6) months.

ARTICLE XVII
OUTSIDE EMPLOYMENT

17.1 Any Employee covered by this Agreement shall not be entitled to hold employment other than for the Prosecutor's Office, unless such employment is approved in advance by the Prosecutor. The Prosecutor should not unreasonably deny a request. The decision of the Prosecutor shall be final and not subject to arbitration under the grievance procedure.

ARTICLE XVIII
LOCAL REPRESENTATIVES AND MEMBERS

18.1 Authorized representatives appointed by the FOP, not to exceed two (2), shall be authorized to discuss with the Employer any questions concerning the terms of this agreement at a time convenient to the Employer.

18.2 The President of the FOP or an employee chosen by the President shall be excused from work for attendance at the regular scheduled meetings of the FOP, not to exceed six (6) per year.

18.3 During contract negotiations, the FOP shall have the right to two (2) representatives present who are on duty if negotiations occur during working hours.

ARTICLE XIX
VEHICLE USE AND MILEAGE

19.1 County owned vehicles assigned to investigators by the Prosecutor shall be used in accordance with the policies and procedures promulgated by the Employer. In the event a personal vehicle needs to be utilized for proper and necessary business, the rate of compensation will be at the County's established rate but not less than the official Office of Management and Budget rate for the State of New Jersey. For those employees hired after January 1, 2012, the Union acknowledges and agrees that those employees are not entitled to any additional remuneration should the employee's use of an assigned vehicle to and from his/her domicile/residence to his/her assigned post is eliminated. For those employees hired before January 1, 2012, the Union and the Employer agree to meet and negotiate should the employee's use of an assigned vehicle to and from his/her domicile/residence to his/her assigned post be eliminated.

19.2 Employees shall not be charged for parking.

ARTICLE XX
LOSS OR DAMAGE TO PERSONAL ITEMS

20.1 Employees shall be reimbursed for any loss or damage of their personal items incurred during a physical altercation or pursuit while on duty. Personal items shall include, but not be limited to, clothing, leather gear, eyeglasses, watches and jewelry; however, any damage to watches or jewelry shall not exceed the sum of \$250.00. Employees must report said loss or damage to their superior officer no later than the beginning of the next full shift.

ARTICLE XXI
AMENDMENTS

21.1 The provisions of this Agreement may be changed only by written agreement signed by both parties.

ARTICLE XXII
APPLICABLE LEAVE

22.1 This Agreement is to be construed in accordance with the laws of the State of New Jersey. Both parties reserve all the rights accorded to them under applicable law. Both parties shall perform all duties which are imposed upon them by law.

ARTICLE XXIII
DURATION OF AGREEMENT

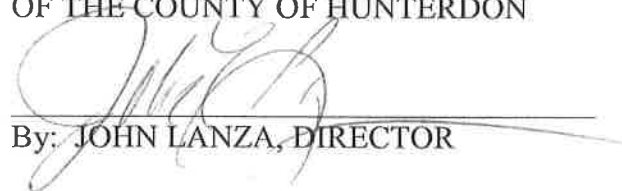
This Agreement shall be retroactive to January 1, 2015 and extend through December 31, 2017 and shall remain in full force and effect until a subsequent agreement is executed. The parties agree to commence negotiations on a successor labor agreement beginning September 2017 or as soon thereafter as possible. All salaries and benefits shall remain in place until the signing of a successor agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives, officers and/or agents have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF HUNTERDON


By:


By: JOHN LANZA, DIRECTOR

WITNESS:




HUNTERDON COUNTY PROSECUTOR

ATTEST:

HUNTERDON COUNTY
PROSECUTOR'S OFFICE, FRATERNAL
ORDER OF POLICE LODGE # 186
(LIEUTENDANTS)




By: KRISTEN LARSEN

SCHEDULE "A"

I, _____, hereby acknowledge that my change in title from County Investigator to Prosecutor's Detective shall not affect the duties or rights attaching to my position. Pursuant to N.J.S.A. 2A:157-10, I will still serve at the pleasure of the County Prosecutor and will remain subject to removal by the County Prosecutor in accordance with N.J.S.A. 2A:157-10.1. I further acknowledge that a Prosecutor's Detective is the equivalent, both professionally and legally, of county Investigator pursuant to N.J.S.A. 2A:157-10. I further recognize and acknowledge that Prosecutor's Detective is not the equivalent of a County Detective as the position is defined by N.J.S.A. 2A:157-2 and that by virtue of the change of my job title to Prosecutor's Detective I will not become a member of the classified service of the Civil Service. I hereby acknowledge that I have read this document, understand same and sign it of my free will, and agree with the terms and conditions set forth therein, unless changed by law.

Signature

Witness

Date

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

RESOLUTION
#2020 – 140

BE IT RESOLVED, that the Director of the Board of Chosen Freeholders of the County of Hunterdon is hereby authorized to execute, on behalf of the County of Hunterdon, Memorandum of Agreement between the Hunterdon County F.O.P. Lodge 186, Investigators and the County of Hunterdon for a period of January 1, 2018 through December 31, 2020.

ROLL CALL	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Shaun C. Van Doren, Director			X			
Susan J. Soloway, Deputy Director			X			
John E. Lanza, Freeholder	X		X			
J. Matthew Holt, Freeholder		X	X			
Zachary T. Rich, Freeholder			X			

Adopted February 04, 2020


BRAD MYHRE, CLERK

Memorandum of Agreement

County of Hunterdon and FOP 186 - Investigators

THIS MEMORANDUM OF AGREEMENT ("MOA"), consisting of three (3) pages, is entered into on January 23, 2020 by and between the County of Hunterdon ("County") and the Hunterdon County's Prosecutor's Office Investigators, an affiliate of Hunterdon County FOP Lodge No. 186 ("FOP").

WHEREAS, the FOP is the exclusive representative for all County Prosecutor's Office Investigators for the purpose of collective negotiations with the County regarding the terms and conditions of their employment; and

WHEREAS, the County and the FOP were parties to a collective bargaining agreement effective January 1, 2015 through December 31, 2017 ("2017 Agreement"); and

WHEREAS, upon the expiration of the 2017 Agreement, the County and the FOP entered into negotiations for a successor collective negotiations agreement; and

WHEREAS, as a result of those negotiations, the County and the FOP agreed upon the terms and conditions of a successor collective negotiations agreement and desire to memorialize those terms and conditions in this MOA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the FOP agree to the following modifications to the 2017 Agreement:

1. Contract Article: Article XI ("Wages")

Agreed Change: A 2% salary increase will be made for each year of the contract. For each year of the contract, a \$2,500.00 pay adjustment will be given to those current Investigators who are not at top pay. The \$2,500.00 pay adjustment shall be added after applying the agreed-upon 2% salary increases.

The \$2,500 pay adjustment for Investigators not at top pay to be paid until such time as the Investigator's pay equals the rate of pay of the Investigator in the Department who is the most highly paid. The final adjustment to bring an Investigator's salary to top Investigator's pay may be less than \$2,500; and

The \$2,500 pay adjustment for Investigator (First-Class) to be paid until such time as the Investigator's (First-Class) pay equals the rate of pay of the Investigator (First-Class) in the Department who is the most highly paid. The final adjustment to bring an Investigator's (First-Class) salary to top Investigator's (First-Class) pay may be less than \$2,500.

Retro Pay: With respect to the above, any union member who is in the Investigator's bargaining unit for the contract term covered by this proposal will be entitled to any applicable retroactive payments as long he/she is still on the active payroll of the County at the time this Settlement Offer is ratified by the Investigator's bargaining unit. It is acknowledged and understood that retro pay is applicable for the time during the contract that a particular union member is in the position of Investigator. If an Investigator is (or has been) promoted during the contract term, he/she will have their salary adjusted to the pay commensurate with the retractive increase for the promoted position.

2. Contract Article: Article XXIII ("Duration of Agreement")

Agreed Change: The duration of the new collective bargaining agreement shall be from January 1, 2018 through December 31, 2020.

3. Step Guide

Agreed Action: The parties agree to meet and confer to negotiate a potential Step Guide for the next contract commencing January 1, 2021. In this respect, the County will provide the FOP counsel with a proposed Step Guide by January 22, 2020 or 21 days after the ratification of this MOA, whichever comes later. Ratification will be designated as the last date from the signature page.

4. All appropriate date changes shall be made where necessary.

5. All portions of the present collective bargaining agreement not specifically modified herein shall remain unchanged.

6. All other proposals made by either party that are not expressly contained within this MOA are hereby withdrawn.

7. The foregoing terms are subject to ratification by the membership of the FOP and by the County's governing body; however, the undersigned representatives executing this MOA and all members of the parties' respective negotiating teams represent and warrant that they have negotiated the foregoing terms in good faith, that they will urge their respective constituencies to ratify this MOA, and that they themselves will vote to ratify this MOA when called upon to do so.

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Signatures on Next Page

FOR THE FOP (INVESTIGATORS):

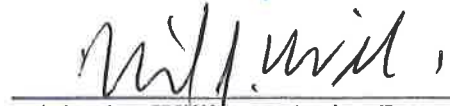

Bryan C. Hanley, President FOP 186

DATED: 01/24/2020

FOR THE COUNTY:


Shaun C. Van Doren, Director
Board of Chosen Freeholders

DATED: 2/4/2020


Michael J. Williams, Acting Prosecutor

DATED: 1/28/2020

RESOLUTION
#2020 – 142

BE IT RESOLVED, that the Director of the Board of Chosen Freeholders of the County of Hunterdon is hereby authorized to execute, on behalf of the County of Hunterdon, Memorandum of Agreement between the Hunterdon County F.O.P. Lodge 186, Sergeants and the County of Hunterdon for a period of January 1, 2018 through December 31, 2020.

ROLL CALL	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Shaun C. Van Doren, Director			X			
Susan J. Soloway, Deputy Director			X			
John E. Lanza, Freeholder	X		X			
J. Matthew Holt, Freeholder		X	X			
Zachary T. Rich, Freeholder			X			

ADOPTED February 04, 2020



BRAD MYHRE, CLERK

Memorandum of Agreement

County of Hunterdon and FOP 186 - Sergeants

THIS MEMORANDUM OF AGREEMENT ("MOA"), consisting of two (2) pages, is entered into on January 23, 2020 by and between the County of Hunterdon ("County") and the Hunterdon County's Prosecutor's Office Sergeants, an affiliate of Hunterdon County FOP Lodge No. 186 ("FOP").

WHEREAS, the FOP is the exclusive representative for all County Prosecutor's Office Sergeants for the purpose of collective negotiations with the County regarding the terms and conditions of their employment; and

WHEREAS, the County and the FOP were parties to a collective bargaining agreement effective January 1, 2015 through December 31, 2017 ("2017 Agreement"); and

WHEREAS, upon the expiration of the 2017 Agreement, the County and the FOP entered into negotiations for a successor collective negotiations agreement; and

WHEREAS, as a result of those negotiations, the County and the FOP agreed upon the terms and conditions of a successor collective negotiations agreement and desire to memorialize those terms and conditions in this MOA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the FOP agree to the following modifications to the 2017 Agreement:

1. Contract Article: Article XI ("Wages")

Agreed Change: A 2% salary increase will be made for each year of the contract. For each year of the contract, a \$2,500.00 pay adjustment will be given to those current Sergeants who are not at top pay. The \$2,500.00 pay adjustment shall be added after applying the agreed-upon 2% salary increases.

The \$2,500 pay adjustment for Sergeants not at top pay to be paid until such time as the Sergeant's pay equals the rate of pay of the Sergeant in the Department who is the most highly paid. The final adjustment to bring a Sergeant's salary to top Sergeant's pay may be less than \$2,500; and

Retro Pay: With respect to the above, any union member who is in the Sergeants' bargaining unit for the contract term covered by this proposal will be entitled to any applicable retroactive payments as long he/she is still on the active payroll of the County at the time this Settlement Offer is ratified by the Sergeants' bargaining unit. It is acknowledged and understood that retro pay is applicable for the

time during the contract that a particular union member is in the position of Sergeant. If a Sergeant is (or has been) promoted during the contract term, he/she will have their salary adjusted to the pay commensurate with the retractive increase for the promoted position.

2. Contract Article: Article XXIII ("Duration of Agreement")

Agreed Change: The duration of the new collective bargaining agreement shall be from January 1, 2018 through December 31, 2020.

3. Step Guide

Agreed Action: The parties agree to meet and confer to negotiate a potential Step Guide for the next contract commencing January 1, 2021. In this respect, the County will provide the FOP counsel with a proposed Step Guide by January 22, 2020 or 21 days after the ratification of this MOA, whichever comes later. Ratification will be designated as the last date from the signature page.

4. All appropriate date changes shall be made where necessary.

5. All portions of the present collective bargaining agreement not specifically modified herein shall remain unchanged.

6. All other proposals made by either party that are not expressly contained within this MOA are hereby withdrawn.

7. The foregoing terms are subject to ratification by the membership of the FOP and by the County's governing body; however, the undersigned representatives executing this MOA and all members of the parties' respective negotiating teams represent and warrant that they have negotiated the foregoing terms in good faith, that they will urge their respective constituencies to ratify this MOA, and that they themselves will vote to ratify this MOA when called upon to do so.

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Signatures on Next Page

FOR THE FOP (SERGEANTS):

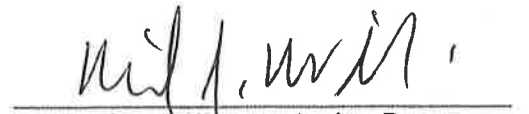

Linda M. Fabiano

DATED: 1/24/2020

FOR THE COUNTY:


Shaun C. Van Doren, Director
Board of Chosen Freeholders

DATED: 2/4/2020


Michael J. Williams, Acting Prosecutor

DATED: 1/28/2020

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

RESOLUTION
#2020 – 141

BE IT RESOLVED, that the Director of the Board of Chosen Freeholders of the County of Hunterdon is hereby authorized to execute, on behalf of the County of Hunterdon, Memorandum of Agreement between the Hunterdon County F.O.P. Lodge 186, Lieutenants and the County of Hunterdon for a period of January 1, 2018 through December 31, 2020.

ROLL CALL	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Shaun C. Van Doren, Director			X			
Susan J. Soloway, Deputy Director			X			
John E. Lanza, Freeholder	X		X			
J. Matthew Holt, Freeholder		X	X			
Zachary T. Rich, Freeholder			X			

ADOPTED February 04, 2020



BRAD MYHRE, CLERK

Memorandum of Agreement

County of Hunterdon and FOP 186 - Lieutenants

THIS MEMORANDUM OF AGREEMENT ("MOA"), consisting of two (2) pages, is entered into on January 23, 2020 by and between the County of Hunterdon ("County") and the Hunterdon County's Prosecutor's Office Lieutenants, an affiliate of Hunterdon County FOP Lodge No. 186 ("FOP").

WHEREAS, the FOP is the exclusive representative for all County Prosecutor's Office Lieutenants for the purpose of collective negotiations with the County regarding the terms and conditions of their employment; and

WHEREAS, the County and the FOP were parties to a collective bargaining agreement effective January 1, 2015 through December 31, 2017 ("2017 Agreement"); and

WHEREAS, upon the expiration of the 2017 Agreement, the County and the FOP entered into negotiations for a successor collective negotiations agreement; and

WHEREAS, as a result of those negotiations, the County and the FOP agreed upon the terms and conditions of a successor collective negotiations agreement and desire to memorialize those terms and conditions in this MOA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the FOP agree to the following modifications to the 2017 Agreement:

1. Contract Article: Article XI ("Wages")

Agreed Change: A 2% salary increase will be made for each year of the contract.

Retro Pay: With respect to the above, any union member who is in the Lieutenants' bargaining unit for the contract term covered by this proposal will be entitled to any applicable retroactive payments as long he/she is still on the active payroll of the County at the time this Settlement Offer is ratified by the Lieutenants' bargaining unit. It is acknowledged and understood that retro pay is applicable for the time during the contract that a particular union member is in the position of Lieutenant. If a Lieutenant is (or has been) promoted during the contract term, he/she will have their salary adjusted to the pay commensurate with the retractive increase for the promoted position.

2. Contract Article: Article XXIII ("Duration of Agreement")

Agreed Change: The duration of the new collective bargaining agreement shall be from January 1, 2018 through December 31, 2020.

3. Step Guide

Agreed Action: The parties agree to meet and confer to negotiate a potential Step Guide for the next contract commencing January 1, 2021. In this respect, the County will provide the FOP counsel with a proposed Step Guide by January 22, 2020 or 21 days after the ratification of this MOA, whichever comes later. Ratification will be designated as the last date from the signature page.

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5. All portions of the present collective bargaining agreement not specifically modified herein shall remain unchanged.

6. All other proposals made by either party that are not expressly contained within this MOA are hereby withdrawn.

7. The foregoing terms are subject to ratification by the membership of the FOP and by the County's governing body; however, the undersigned representatives executing this MOA and all members of the parties' respective negotiating teams represent and warrant that they have negotiated the foregoing terms in good faith, that they will urge their respective constituencies to ratify this MOA, and that they themselves will vote to ratify this MOA when called upon to do so.

FOR THE FOP (LIEUTENANTS):

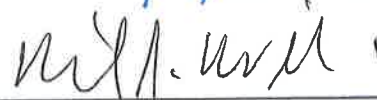

Kristen Larsen, President

DATED: 1.27.2020

FOR THE COUNTY:


Shaun C. Van Doren, Director
Board of Chosen Freeholders

DATED: 2/4/2020


Michael J. Williams, Acting Prosecutor

DATED: 1/28/2020