

CONTRACT

BETWEEN

OCEAN COUNTY PROSECUTOR

AND

OCEAN COUNTY PROSECUTOR'S SERGEANTS' ASSOCIATION

April 1, 2003 - March 31, 2006

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PREAMBLE

THIS AGREEMENT made this 16 day of July, 2004, between the Ocean County Prosecutor hereinafter referred to as the "Employer" and the Ocean County Prosecutor's Sergeants' Association hereinafter referred to as the "Employees".

WITNESSETH

In consideration of the promises and mutual covenants hereinafter contained and intending to be legally bound thereby, the Employer and the employees agree as follows:

ARTICLE 1

RECOGNITION

A. The Employer recognizes the Ocean County Prosecutor's Sergeants' Association as the exclusive representatives of all the employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities related thereto pursuant to the Public Employment Relations Act of the State of New Jersey and other applicable law.

B. The bargaining unit consists of all full-time employees, holding the title of Sergeant of County Investigators.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to rates of pay, hours of work, and all other conditions of employment shall be conducted by the respective duly authorized bargaining agents of the Employer and employees. The duly authorized bargaining agents for the Union shall be limited to not more than two (2) individuals.

B. Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the Employer or employees.

C. Members of the Prosecutor's Office of Ocean County designated by the employees to participate in collective bargaining meetings called for the negotiation of a collective bargaining agreement, or for re-negotiation pursuant to the terms and provisions of this Agreement, shall be excused from work assignments while in attendance at such meetings.

In the event any Prosecutor's Sergeant covered by this Agreement is required by the Prosecutor to perform duties on any of the holidays designated above, he/she shall receive compensation for those duties at the rate of one and one-half times (1 1/2x) for all hours worked, plus eight (8) hours straight time pay for the holiday.

ARTICLE 6

OVERTIME

A. Sergeants will be eligible for overtime compensation for hours worked in excess of forty (40) within a work week. Any employee who receives compensatory time, at the discretion of the Prosecutor, shall receive the compensatory time on a time and one-half (1 1/2X) basis for each hour worked to be used in accordance with existing County policy.

B. Employees required to work overtime shall receive a minimum of four (4) hours overtime pay for each instance in which the employee is called upon to work beyond forty (40) hours per week, notwithstanding the actual time worked may be less than four (4) hours. The four (4) hour call out overtime guarantee shall only apply to those instances where the employee has completed his/her regular shift and is called to return to work.

C. An employee shall be required to maintain appropriate records of overtime as required by the employer.

ARTICLE 7

SICK LEAVE

Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in the first year of service, commencing on the first month or major portion thereof from day of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated shall be credited to the employee in hours. If separation occurs, before the end of the year, and more Sick Leave has been taken than appropriated, on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick Leave shall accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year.

Sick Leave may be used as credited even though it has not technically been earned, provided that the employee has worked for the Prosecutor in good standing and without any pattern of leave abuse for a period of one (1) full calendar year in which employment began, subject to proper notification.

A. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.

B. Must not be in calendar year of retirement.

C. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.

D. Must be credited with at least four hundred eighty (480) hours of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made.

E. Must have used not more than fifty-six (56) hours of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made.

How the Program Works:

A. During January of each year, an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.

B. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.

C. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with New Jersey Department of Personnel's rules and regulations.

ARTICLE 9

VACATION TIME

Vacation leave will be granted to each full-time employee on the following basis:

A. For an employee with no more than twelve months of service....one (1) day, in hours, for each calendar month employed.

B. For an employee who has served one (1) year and one (1) day up to a total of four (4) years....twelve (12) working days, in hours, per year.

C. For an employee who has served four (4) years and one (1) day up to eleven (11) years....fifteen (15) working days, in hours, per year.

C. An eligible employee may change his/her coverage from traditional type of coverage to the P.P.O. or to an HMO, or vice versa, only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.

D. When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at County expense for the balance of the calendar month in which the leave commences plus up to three (3) additional calendar months next following the month in which the leave commences. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. plan.

E. In the case of consecutive leaves of absences without pay, it is understood and agreed that the responsibilities of the County to pay for benefits remains limited to the original period of up to four (4) calendar months.

ARTICLE 11

LEAVE WITHOUT PAY

Members of the Association may be granted leave without pay, provided they meet the criteria established in the prevailing Ocean County Policy.

ARTICLE 12

FAMILY LEAVE

Members of the Association shall be entitled to Family Leave as outlined in the Ocean County Family Leave Policy Manual.

ARTICLE 13

FAMILY DENTAL PLAN

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

The Family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three (3) members of each family. However, this deductible

ARTICLE 16

BEREAVEMENT PROVISION

All employees shall have up to three (3) days leave in the event of the death of a spouse, child, parent, grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild, uncle or aunt of the employee or any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle or grandparent.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days:

Date of death

Any day of viewing

Date of internment

Day of religious or memorial service

In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death.

ARTICLE 17

TRANSPORTATION EXPENSES

Employees authorized and required to use privately owned automobiles in work-connected activities shall be reimbursed for expenses incurred at the prevailing rate as set by the Ocean County Board of Chosen Freeholders.

Transportation expenses shall be paid on voucher which shall be submitted on a monthly basis or at such time and in such form as the employer may require.

Any employee who uses his/her privately owned vehicle in the performance of official duties for the County Prosecutor must offer proof of insurance to the Division of Risk Management before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance regulations.

E. "Party in interest" is a person, agent or agency with an interest in the grievance.

F. "Class grievance" is a formal grievance by two (2) or more employees.

G. "Group grievance" is the same or similar formal grievance by two (2) or more employees each in the same department.

3. Procedures:

A. Grievances shall be processed promptly and expeditiously.

B. On an informal level, all grievances can be discussed with the Chief of County Investigators prior to submission of a written statement.

C. Formal grievances and appeals shall be filed in writing.

D. Communications and decisions concerning formal grievances shall be in writing.

E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the Prosecutor.

G. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor the Prosecutor.

H. Failure by the Prosecutor to issue a decision within the specified time limit shall render the grievance advanced to the next level.

I. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of a class grievance.

4. Purpose:

A. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. The arbitrator so selected shall confer with the representatives of the County and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Prosecutor and the Association and shall be final and binding on the parties.

4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the County and the Association. Any other expenses incurred shall be paid by the party incurring same.

5. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.

6. General Provisions:

A. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

B. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Board's agencies.

C. All records of grievance processing shall be filed separately.

D. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement.

E. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

F. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the County's premises.

G. The County Prosecutor agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Association representative who is an employee throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Chief of Investigators.

Copies of the information to be posted on the bulletin boards will be forwarded to the Office of the Prosecutor so that the Office of the Prosecutor is always aware of this information.

ARTICLE 23

ASSOCIATION LEAVE

Members of the Sergeants' Association may use up to a total of three (3) aggregate days for Association business leave each year. Employees must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any of the Prosecutor's departments when it is taken. All use of such leave shall be reported to the Association to insure that the employees are actually utilizing this leave for Association business.

ARTICLE 24

MANAGEMENT RIGHTS

A. The Prosecutor hereby retains and reserves unto himself/herself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States including but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Prosecutor has not expressly modified or restricted by a specific provision of this agreement.

2. The right to establish and administer the policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of service and maintenance of the facilities and equipment of the employer.

3. To reprimand, suspend, discharge or otherwise discipline employees for reasonable cause.

4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work.

5. To determine the number of employees and the duties to be performed.

6. To maintain the efficiency of employees, to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department, operation or service.

C. The Association agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The Association agrees they will undertake any necessary actions at its own expense to terminate any strike activity on the part of its members and that any violation of the no strike provision would be deemed appropriate grounds for termination of employment.

ARTICLE 26

FULLY BARGAINED PROVISION

The Employer and employees agree that they have fully bargained and agreed upon all the terms and conditions of employment and that this agreement represents and incorporates the complete and final understanding and settlement by them of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE 27

SEVERABILITY AND SAVINGS

If any provisions of this agreement should be held invalid by the operation of law or by any tribunal or competent jurisdiction, including but not limited to, the New Jersey Department of Personnel, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

ARTICLE 28

PERSONAL DAYS

Each employee may be eligible for three (3) days Personal Leave which may be used for personal business which cannot be conducted after the work day. Use of Personal days shall require forty-eight (48) hours notice, except in the case of any emergency. The employee must have the permission of his/her immediate supervisor before Personal leave can be taken and Personal leave time shall not be accumulative. Personal leave shall not be unreasonably denied.

Prosecutor shall accompany the employee at all times the employee is reviewing his/her file.

C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to the employee and he/she shall be given the opportunity to rebut any material if he/she so desires, and he/she shall be permitted to place such rebuttal in his/her file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file of any member shall subject that member to appropriate disciplinary action.

E. Employees' medical records will be kept separate and apart from all other personnel file materials in accordance with ADA Federal regulations.

ARTICLE 33

AGENCY SHOP

The parties agree that for the term of this Agreement, in accordance with New Jersey Statutes, any employee who is a member of the Sergeants bargaining unit on the effective date of this Agreement who is not a member of the certified bargaining agent organization shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent.

If agreed upon by a majority of it's members, such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this Article.

ARTICLE 34

PROMOTIONS

It is understood and agreed that promotions and demotions to and from the position of Prosecutor's Sergeant shall be at the sole discretion of the County Prosecutor, pursuant to the statutory authority vested in him/her. The selection of individuals for promotion shall be based upon a set of criteria determined by the County Prosecutor. If a County Investigator is promoted to the position of Prosecutor's Sergeants during the contract period, he/she shall receive a base salary equal to that of all other

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 15th day of June, 2004.

ATTEST:

James A. Churchill

Thomas F. Kelaher
Thomas F. Kelaher
Ocean County Prosecutor

O.C. PROSECUTOR'S SERGEANTS'
ASSOCIATION

ATTEST:

[Signature]

[Signature]
Laurel A. Hester

[Signature]
William Pyper, Jr.

[Signature]
Gloria C. Senatore

[Signature]
Dawn Swallow