

**AGREEMENT**

**Between**

**MONMOUTH COUNTY PROSECUTOR and  
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

**-and-**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32**

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**January 1, 2016 - December 31, 2017**

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**Table of Contents**

Preamble.....1

Article 1  
Recognition .....2

Article 2  
Association Dues and Fees/Association Days .....3

Article 3  
Negotiation Procedures .....4

Article 4  
Seniority .....5

Article 5  
Management Rights .....6

Article 6  
Employee Rights .....7

Article 7  
Hours of Work and Overtime.....8

Article 8  
Temporary Assignment/Out-of-Title Pay.....10

Article 9  
Health Insurance.....11

Article 10  
Vacations .....13

Article 11  
Holidays .....15

Article 12  
Administrative Days .....16

Article 13  
Sick Leave .....17

Article 14 Bereavement Leave .....	18
Article 15 Grievance Procedure .....	19
Article 16 Promotions .....	22
Article 17 Salary .....	23
Article 18 Expenses .....	24
Article 19 No Strike or Lockout .....	25
Article 20 Non-Discrimination.....	26
Article 21 Military Leave .....	27
Article 22 Complete Agreement.....	28
Article 23 Duration of Agreement.....	29

## PREAMBLE

This Agreement ("Agreement") is entered into by and between the Monmouth County Prosecutor ("Prosecutor" or "Employer"), the Monmouth County Board of Chosen Freeholders ("County" or "Funding Agent"), and Office and Professional Employees International Union, Local 32, AFL-CIO ("Union"), pursuant to the provisions of the New Jersey Employer-Employee Relations Act ("Act"), N.J.S.A. 34:13A-1 et seq., and has as its purpose to promote and ensure harmonious relations, cooperation and understanding between the parties; to establish rates of pay, hours of work and other conditions of employment; to provide for an equitable and peaceful procedure for the resolution of differences; and to prescribe the respective rights and duties of each party to the extent not otherwise established by law.

## **ARTICLE 1 RECOGNITION**

**Section 1.** Pursuant to the certification issued by the Public Employment Relations Commission ("PERC") in RO-2009-088, the Employer recognizes Office and Professional Employees International Union, Local 32, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of collective negotiations concerning terms and conditions of employment for all regularly employed non-professional clerical employees, including secretaries, clerks, senior clerks, clerk typists, principal clerk typists, senior clerk typists, technicians, senior technicians data control, stenographers, transcribers, agents/messengers, and all variations of said titles employed by the Prosecutor (including, but not limited to, senior technician management information systems and technical assistant management information systems), but excluding managerial executives, confidential employees and non-supervisors within the meaning of the Act; craft employees, police employees, casual employees and all other employees employed by the Prosecutor.

**Section 2.** Any new administrative title authorized for use by the Employer will be negotiated for inclusion or exclusion from the negotiations unit. In the event that agreement between the Employer and the Union is not reached, the title will be excluded from the negotiations unit pending resolution by PERC.

**ARTICLE 2**  
**UNION DUES AND FEES/UNION DAYS**

**Section 1.** The Employer agrees to deduct monthly, from the pay of each employee, Union member dues, initiation fees and special assessments when said employee has properly authorized such deductions in writing. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Employer will forward all such monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union, Local 32, with a list of employees from whose pay such deductions were made.

**Section 2.** The parties agree that for the term of this Agreement and in accordance with New Jersey law, any employee in a title covered by this Agreement who is not a member of the Union shall pay an agency shop fee equal to eighty-five percent (85%) of the dues, initiation fees and special assessments of the Union. The contract language shall serve as authorization for the deduction of these fees. The Employer's agreement to deduct agency shop fees hereunder is expressly conditioned upon the Union's representation that it maintains a demand and return system as provided by law.

**Section 3.** The Union agrees to indemnify and hold the Employer and County harmless against any and all claims, suits, demands, orders, or judgments brought or issued against the Employer or County as a result of any action by the Employer or County taken pursuant to the provisions of this Article.

**Section 4.** The Union shall be entitled to fifteen (15) paid days of leave in any calendar year in order to conduct Union-related business, including travel, if any. This time shall not accumulate from year-to-year.

**Section 5.** Requests to utilize Union leave time shall be made to the Prosecutor (or designee) in writing and with at least ten (10) days prior notice unless, for reasons beyond the Union's control, it is impractical to do so. The Prosecutor may deny such requests if they would unreasonably interfere with the efficient operations of the office.

**Section 6.** Union representatives shall be granted additional paid leave for the time necessary to negotiate this Agreement or its successor and for grievance meetings or hearings. There shall be no more than five (5) persons on paid leave for negotiations and not more than one (1) person assigned to a grievance. Such leave time shall not count towards Union business days under Section 4 of this Article. No leave time shall be granted for internal meetings of the Union's negotiating team except for one (1) hour immediately preceding and following any meeting with the Employer to discuss collective negotiations. The Union may designate more than five (5) employees to its negotiating committee, but only five (5) employees may be released with pay hereunder and the Employer's operational needs shall be respected.

### **ARTICLE 3**

### **NEGOTIATION PROCEDURES**

**Section 1.** The parties agree to enter into collective negotiations over a successor agreement in accordance with the Act, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

**Section 2.** The Employer agrees not to negotiate with any employees as defined in Article 1 of this Agreement, or recognize any organization other than OPEIU as the majority representative of these employees for the duration of the Agreement.

**Section 3.** In the event that the parties fail to execute a successor agreement by the expiration date of this Agreement, then this Agreement shall continue in full force and effect until a successor agreement is executed.

## ARTICLE 4 SENIORITY

**Section 1.** For the purpose of applying and exercising those rights provided by the Civil Service Act and its implementing regulations, seniority ("civil service seniority") is defined in accordance with the provisions of Title 4A of the New Jersey Administrative Code ("N.J.A.C. Title 4A"). For the purpose of applying and exercising those rights provided solely by this Agreement, seniority ("contractual seniority") is defined as the length of employment with the Prosecutor, beginning with last day of hire.

**Section 2.** Seniority in classification will be considered in transfers and reassignments to the extent required by New Jersey Civil Service Commission ("Civil Service Commission") regulations. The Employer shall have the final authority to reassign or transfer an employee as work load dictates. Contractual seniority shall be given preference in promotions where ability to perform work is equal, as determined by the Employer.

**Section 3.** An employee discharged while serving a provisional or temporary appointment or released at the end of a working test period shall not have recourse to the grievance procedure established by Article 15 of this Agreement ("Grievance Procedure") and instead must utilize the procedures available through the Civil Service Commission to appeal such discharge or release.

**Section 4.** The Employer shall comply with all Civil Service Commission requirements regarding posting for promotional opportunities and newly created positions, and the filling of same. A copy of all such postings shall be provided to the Union's President or a designee. The Prosecutor will provide interested employees an opportunity to meet with him/her, or a senior staff designee, once per each 12-month period, to discuss that employee's career goals and professional interests.

**Section 5.** The Employer shall maintain a roster showing each employee's civil service seniority, contractual seniority, date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.



**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 1.** It is recognized that the Employer has and hereby retains and reserves to itself the rights and responsibilities to direct the affairs of the Office of the Monmouth County Prosecutor with all powers, authority and duties conferred and vested in it by the Laws and Constitution of the State of New Jersey, including, without limiting the generality of the foregoing, the following rights:

- a) To the management, organization and administrative control of the Monmouth County Prosecutor's Office and its facilities;
- b) to determine the standards of services offered and to direct the activities of employees;
- c) to maintain the efficiency of its operations and to implement such improvements in efficiency as deemed necessary;
- d) to determine the content of work assignments and the methods, means and personnel by which its operations are to be conducted, including work and shift schedules and overtime assignments;
- e) to contract for or sub-contract out services in accordance with law; and
- f) to effect a reduction in force because of lack of work or budgetary or other legitimate reasons.

**Section 2.** This Agreement shall not be interpreted to in any way supersede any of the statutory or constitutional duties, powers, rights or obligations of the Monmouth County Prosecutor's Office or the County of Monmouth by the Monmouth County Board of Chosen Freeholders.

## **ARTICLE 6 EMPLOYEE RIGHTS**

**Section 1.** No employee shall be disciplined, discharged, reprimanded, or reduced in classification or rank without just cause. The concept of progressive discipline shall apply to all such matters.

**Section 2.** Employees may utilize the Grievance Procedure to challenge any "minor" disciplinary action taken against them, as that term is defined by N.J.A.C. Title 4A. Any "major" disciplinary action, as defined by N.J.A.C. Title 4A, shall be appealed to the Civil Service Commission, provided, however, that if future changes in New Jersey law permit "major" disciplinary matters to be subject to binding arbitration, the parties will reopen this provision for further negotiations on this issue.

**Section 3.** The Employer will respect an employee's right to have a Union representative present at a disciplinary proceeding or at any meeting or investigatory interview that is reasonably likely to result in discipline against the employee. The Employer will notify an employee if a meeting or investigatory interview may lead to discipline. Such notice will be provided at the outset of the interview when the possibility of discipline is known to the Employer, and will be provided during the interview if the possibility of discipline arises during the interview. This Section shall not apply to written or verbal warnings or verbal reprimands.

**Section 4.** The Employer will notify the Union in writing of any discharge, suspension or formal written reprimand within four (4) business days of the employee being discharged, suspended or reprimanded. The time to file a grievance as provided by Section 2 above shall begin to run upon the Union's receipt of said notice.

**Section 5.** An employee shall be entitled to access to his or her personnel file upon reasonable written notice to the Employer. Files may only be reviewed when a representative of the Employer is present. Whenever a disciplinary document or report is to be placed in an employee's personnel file, a copy shall be made available to the employee and the employee shall be given the opportunity to present a rebuttal. If the employee desires, he/she shall be permitted to place the rebuttal in his/her personnel file.

**Section 6.** Vacant positions within the negotiations unit that the Employer intends to fill may be made known to members of the unit via the Employer's Intranet service. Notwithstanding the foregoing, the Employer in its discretion reserves the right to fill vacant positions without such notice to the Union where the selected employee is deemed to be the best qualified. In such cases, the Chief Steward shall be given notice of the Employer's action within a reasonable period of time thereafter.

**ARTICLE 7**  
**HOURS OF WORK AND OVERTIME**

**Section 1.** All full-time employees shall work a forty (40) hour workweek. The normal workweek shall consist of five (5) consecutive eight (8) hour workdays, Monday through Friday, exclusive of a one (1) hour unpaid meal break but inclusive of a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

**Section 2.** Employees shall ordinarily report to work at 8:00 A.M. and leave work at 5:00 P.M. The Employer in its sole and exclusive discretion may permit employees to start work at 8:00 A.M. and leave at 4:30 P.M., or to start work at 8:30 A.M. and leave at 5:00 P.M., and in either instance take an unpaid meal break of thirty (30) minutes, rather than the usual one (1) hour. The number of employees permitted to do so shall be determined by management based on operational need, with preference given to those employees with the greatest overall seniority, except in cases of demonstrated necessity. Any further deviations from this schedule shall be at the sole and exclusive discretion of the Employer consistent with the needs of the Prosecutor.

**Section 3.** Overtime is defined as all work performed in excess of the forty (40) hour workweek. The Employer agrees to compensate employees for overtime at the rate of time and one-half (1 and 1/2) their regular rate of pay. All overtime must be authorized by the Employer. When authorized, overtime within a work unit shall be offered to qualified employees on a rotating basis within the work unit. Sick leave shall not count as hours worked for overtime purposes. Compensatory time may be granted in lieu of paid overtime at the sole and exclusive discretion of the Employer.

**Section 4.** Unit members who are required to be on call shall be paid eight (8) hours at a rate of time and one half (1 and 1/2) their regular rate of pay for the period of on-call status, which shall generally not exceed one week. Any work performed while on on-call status shall be paid at a rate of time and one half (1 and 1/2) their regular rate of pay for all hours worked, in addition to the on-call pay set forth above. A three (3) hour minimum shall apply to unit members who are called in to work during on-call status. If an on-call "back-up" is assigned by the Employer, said employee shall be entitled to compensation consistent with the terms of this provision. In emergent circumstances, when those unit members who are on the "on-call" list are not available for an on-call assignment, the Employer may request that members of the Supervisors unit volunteer for that assignment. The Employer will notify the Chief Steward within three (3) business days of such assignment and the reason therefor, and the Union shall have the right to grieve that assignment. The three (3) hour minimum shall apply to all such assignments regardless of who performs them.

**Section 5.** Overtime that is available to all members of the negotiations unit without regard to specific qualifications (for example, general filing, shredding, and the

destruction of files) will be offered on a rotating seniority basis. Those who reject such assignments will be placed at the bottom of the overtime list. The Employer will provide a seniority list to the Chief Steward for this purpose, and will notify the Chief Steward of which employees have accepted or refused such assignments, in order to track compliance with this provision.

**Section 6.** A Unit member assigned to the ITU department who is contacted via phone or e-mail outside his or her regular working hours on a matter, and is advised that the matter requires the employee's prompt attention and/or a prompt response, shall be compensated at a rate of time and one half for such work. This compensation shall be paid in quarter hour (15 minute) increments. If the employee is actually called back into work, a three (3) hour overtime minimum shall apply. The Employer shall advise the employee and the Union in advance the names of individuals authorized to request after-hours assistance pursuant to this Section.

**ARTICLE 8**  
**TEMPORARY ASSIGNMENT/OUT-OF-TITLE PAY**

**Section 1.** When an employee works outside his or her ordinary job title at the request of the Employer for a period of six (6) or more consecutive working days, starting on the sixth day the employee shall be paid at the higher of the two job titles until such time as the temporary assignment concludes. The Employer shall not manipulate the scheduling of personnel so as to avoid its obligations hereunder.

**Section 2.** Holidays, emergency closings or authorized sick leave shall not constitute a break in service for purposes of calculating the number of consecutive working days required to qualify for or maintain out-of-title pay.

**Section 3.** Sick leave shall be paid at the employee's customary salary rate regardless of how long the employee has been working outside his or her job title.

## **ARTICLE 9**

### **HEALTH INSURANCE**

**Section 1.** It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which shall not be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law. Any changes in New Jersey law during the term of this Agreement requiring a contribution greater than that required under current law towards the cost of providing health benefits shall be implemented on the latest date permissible by said law.

**Section 2.** The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The portion of the premium costs for which the employee shall be responsible shall be no less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law. Any changes in New Jersey law during the term of this Agreement requiring a contribution greater than that required under current law towards the cost of providing health benefits shall be implemented on the latest date permissible by said law.

**Section 3.** The provisions of Resolution #94-267, as adopted by the Board of Chosen Freeholders, shall continue to apply, and the County's traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter. A copy of Resolution #94-267 is attached hereto as an Appendix.

**Section 4.** Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees or the following:

Non-Mail Order

<b>Retail (brand)</b>	<b>\$20.00 (current \$20)</b>
<b>Generics</b>	<b>\$10.00 (current \$5)</b>

90 days Mail Order

<b>Retail (brand)</b>	<b>\$15.00 (current \$15)</b>
<b>Generics</b>	<b>\$5.00 (current \$0)</b>

**Section 5.** Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly. Temporary employees are not eligible for these benefits.

**Section 6.** The County shall make available to employees a voluntary employee-funded dental insurance plan.

**Section 7.** Employees shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. The terms and conditions of an Employee's entitlement to any enhanced benefits due to a work-incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

## ARTICLE 10 VACATIONS

**Section 1.** The Employer will provide vacation time off with pay to employees covered by this Agreement according to the following schedule:

- (a) One (1) working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half (1/2) working day if the employee begins work on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, an employee shall earn one (1) vacation day for each month.
- (b) After 1 year of eligible service, 12 vacation days each year.
- (c) After 5 years of eligible service, 15 vacation days each year.
- (d) After 12 years of eligible service, 20 vacation days each year.
- (e) After 20 years of eligible service, 25 vacation days each year.

**Section 2.** Regular part-time employees shall be entitled to a proportionate amount of paid vacation leave based upon the number of anticipated hours worked in a year and the number of regular full-time hours worked in the unit.

**Section 3.** For 2013 and before, for purposes of computation, employees who are hired between January 1 and June 30<sup>th</sup> will be credited for that year of service in determining time served for their vacation time. Employees hired after June 30<sup>th</sup> will not receive credit for that year of service in determining their vacation time for that year, but instead will begin receiving credit on January 1<sup>st</sup> of the following year. For 2014 and after, both existing and new employees will be credited for a year of service in determining time served for their vacation time no matter when an employee began his or her employment, however, this change will not apply retroactively to vacation leave entitlements for 2013 or prior years.

**Section 4.** Vacation leave shall be credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis. When there is a change in the calendar year in such that the years of service requirement that was anticipated to be met during the calendar year is not met, and such change is due to an employee's leave of absence without pay, the employee shall be liable for any increased vacation leave that was used and not earned. If the employee continues in the active service, the employee may repay the time owed either by a deduction from the employee's paycheck at the start of the following calendar year or a reduction from his



or her vacation leave bank for the following calendar year. The Employer reserves the right to obtain reimbursement for any unearned but used vacation leave.

**Section 5.** Periods of employment before and after a suspension or leave without pay shall be considered eligible service. However, the period on a suspension or leave without pay, except for military leave, shall not be included in calculating years of eligible service.

**Section 6.** Vacation leave must be reviewed and approved in advance by the Prosecutor or his/her designee with due consideration for the operational needs of the office, but requests to use vacation leave shall not be unreasonably denied. Requests for vacation leave during a calendar year will be accepted starting the first Monday in December of the previous calendar year on a first-come, first-serve basis, except that if during the same workweek multiple employees submit a vacation request for the same day or days, and one or more of those employees cannot be accommodated due to the operational needs of the office, then contractual seniority shall prevail on which employee(s) shall be entitled to take vacation leave on those days.

**Section 7.** If vacation time is not used at the end of a benefit year, it is forfeited except in unusual situations as determined in the sole discretion of the Prosecutor. In such situations, the Prosecutor may authorize, in writing, an employee to carry over some or all of the unused vacation, provided, however, that all such vacation time shall be used on or before March 31 of the next calendar year.

**Section 8.** If an employee terminates his/her employment with the Employer, he/she will be paid for any unused vacation time that has been earned through the employee's last day of work. In the event of an employee's death, the employee's estate shall be entitled to receive cash payment for earned, but unused vacation time at the employee's salary rate at the time of death.

**Section 9.** Employees shall abide by general County policy with respect to the treatment of pre-approved leave in the event of an emergency closing.

**ARTICLE 11**  
**HOLIDAYS**

**Section 1.** The following days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Good Friday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

**Section 2.** Any holiday falling on a Sunday will be observed on the following Monday, and any holiday falling on a Saturday will be observed on the preceding Friday.

**Section 3.** If a holiday occurs during a period while an employee is on approved vacation leave, the employee shall not be charged a vacation day for that holiday.

**Section 4.** If the Monmouth County Board of Chosen Freeholders grants any additional holiday to County employees not represented for purposes of collective negotiations, employees in this negotiations unit shall also be entitled to receive that holiday. Any "holiday swap" will not be considered an additional holiday for purposes of this section.

**Section 5.** Employees required by an authorized supervisor to work on a holiday shall receive cash overtime at a rate of time and one half (1 and 1/2) for all time worked. The Employer may, at its sole discretion, authorize compensatory time in lieu of cash overtime at the request of the employee; provided, however, that where compensatory time is so authorized, the Employer may not revert to payment in cash without the consent of the affected employee.

**ARTICLE 12**  
**ADMINISTRATIVE DAYS**

**Section 1.** Full-time employees shall be granted three (3) days of paid administrative leave in each calendar year for personal business, including emergencies and religious observances.

**Section 2.** Employees hired during the calendar year shall be granted administrative leave on a pro-rated monthly basis for the remaining calendar year. Thereafter, administrative leave shall be credited at the beginning of each calendar year.

**Section 3.** Part-time employees shall be entitled to a proportionate amount of paid administrative leave based upon the number of anticipated hours worked in a year and the amount of the regular full time hours worked in the unit.

**Section 4.** Use of administrative leave must have prior advance supervisory approval except in unforeseen circumstances when the need for such leave could not have been reasonably anticipated. Requests for administrative leave will not be unreasonably denied. In the event of an emergency for which an employee uses administrative leave, the employee remains responsible for contacting a supervisor as soon as is practicable.

**Section 5.** Administrative leave that is not used during the calendar year shall be forfeited.

**ARTICLE 13**  
**SICK LEAVE**

**Section 1.** The Employer will provide paid sick leave benefits to employees covered by this Agreement, including regular full time employees, and regular part-time employees (on a pro-rated basis) at the following rate:

- (a) One (1) working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half (1/2) working day if the employee begins work on the 9th through the 23rd day of the month.
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day of paid sick leave for each month of service.
- (c) After the first calendar year, employees will accrue sick leave benefits at the rate of 15 working days per year (1.25 days for every full month of service).
- (d) Sick leave shall accumulate from year-to-year and shall not expire.

**Section 2.** Sick leave benefits may be used for absence due to personal illness, injury, or disability. Employees may also use sick leave to be absent for the care of a seriously ill member of the employee's immediate family, including an employee's spouse, domestic partner, civil union partner, child, legal ward, grandchild, foster child, parent, legal guardian, grandparent, sibling, parent-in-law or other relative living in the employee's household.

**Section 3.** The use of sick leave is subject to reasonable notification and verification procedures, as may be established by the Employer from time to time.

**Section 4.** The parties agree to incorporate by reference County policy 383, regarding the payment of accrued but unused sick leave upon retirement. The parties agree that any changes in New Jersey law during the term of this Agreement that would have the effect of reducing or eliminating this benefit shall be implemented on the latest date permissible by such law.

**ARTICLE 14**  
**BEREAVEMENT LEAVE**

**Section 1.** The Employer will provide paid bereavement leave benefits to employees covered by this Agreement as follows:

- (a) Paid Bereavement leave for up to five (5) days will be granted for a death in the employee's immediate family, meaning the employee's spouse, civil union partner, domestic partner, parent, step-parent, child or step-child.
- (b) Paid Bereavement leave for up to three (3) days will be granted for a death in the employee's non-immediate family, meaning the employee's parent-in-law, sibling, grandparent, grandchild, foster child, or other member of the immediate household.
- (c) With a supervisor's approval, an employee may also use any other available paid leave, such as vacation time, if he/she needs additional time off for the death of a family member, or time off relating to the death of a friend or relation not referenced above.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

**Section 1.** A "grievance" shall be defined as any controversy or dispute arising between the parties and relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

**Section 2.** A grievance, to be considered in this procedure, must be initiated by an employee within ten (10) working days from the time he or she knew or should have known of its occurrence, except for a grievance challenging a disciplinary action, which must be initiated within ten (10) days of the Union's receipt of notice of the disciplinary action in accordance with Article 6, Section 4 of this Agreement.

**Section 3.** Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

**Section 4.** Grievances shall be handled utilizing the following procedure:

### **INFORMAL RESOLUTION OF GRIEVANCES**

Nothing shall prohibit employees from attempting to resolve grievances informally with their immediate supervisor at the earliest possible time.

### **STEP ONE**

An employee with a grievance may first discuss it with the Chief Clerk, or in his/her absence, the Deputy Chief Clerk, either directly or through the Union's designated representative for the purpose of resolving the matter informally. This step shall not be mandatory and shall not stay the time limitation for filing a formal written grievance pursuant to Step Two unless otherwise agreed to by the parties in writing.

### **STEP TWO**

If the grievance is not pursued or resolved through Step One, then the aggrieved party may file a formal written grievance with the Prosecutor's Chief of Staff within ten (10) working days from the time he or she knew or should have known of its occurrence. A written decision thereon shall be rendered within ten (10) working days after the grievance

has been filed with the Chief of Staff.

### **STEP THREE**

If the grievance is not resolved through Step Two, or no decision has been rendered within ten (10) working days after presentation of the grievance at Step Two, then the aggrieved party may present the matter to the Prosecutor or his/her designated representative within ten (10) working days after receipt of the answer or after the answer was due. A written decision thereon shall be rendered within ten (10) working days after the grievance has been referred to the Prosecutor.

### **STEP FOUR**

If the grievance is not resolved through Step Three, the Union may request arbitration in writing within fifteen (15) working days after the reply of the Prosecutor is received or due, or the grievance shall be deemed to be irrevocably waived. A request for arbitration must be submitted in writing to the Public Employment Relations Commission with a copy simultaneously transmitted to the Prosecutor. The request for arbitration shall further request that a panel of arbitrators be generated by PERC and transmitted to the respective parties to this Agreement so that the parties can independently exercise their right of selection of an arbitrator.

**Section 5.** If any grievance proceeds to arbitration pursuant to this grievance process, the fees and expenses of the arbitrator shall be borne equally by the Employer and Union.

**Section 6.** Expenses incurred by a party as a result of the use of an attorney shall be borne by the party retaining such services.

**Section 7.** Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

**Section 8.** The arbitrator shall have no power or authority to add to, subtract from, or modify, in any way, the terms of this Agreement.

**Section 9.** The arbitrator will be directed to make every reasonable effort to issue a decision within thirty (30) calendar days from the date the hearing is closed. The

arbitrator's decision shall be in writing, setting forth findings of fact and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

**Section 10.** Any step in the grievance procedure may be waived by mutual written consent, and any time period or limitation contained in the grievance procedure may similarly be waived by mutual written consent.

**Section 11.** Any employee may elect to be represented by the Union, or at his or her option, represent himself or herself at all stages of the grievance procedure up to but not including Step Four. When an employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure, and shall be entitled to correspondence and the results of each step. No contractual grievance shall be deemed settled unless the Union is a signatory to the settlement agreement.



## **ARTICLE 16 PROMOTIONS**

**Section 1.** Employees who are promoted or reclassified to another title within a higher salary range shall have their salary adjusted so that it provides an increase of pay of three percent (3%) over their present salary or increased to the entry level salary for the new title, whichever is greater. It is recognized that this provision is consistent with current general County policy governing promotions and if, during the term of the Agreement, the County's general policy is revised to provide for a greater minimum promotional salary increase, such amendment shall also apply to negotiations unit employees.

**Section 2.** The Employer agrees to post any certified list of eligible candidates for promotion received from the Civil Service Commission in connection with any promotional opportunity for members of the negotiations unit. The certified list shall be accompanied by a written statement explaining that more information is available on the Civil Service Commission's website, [www.state.nj.us/csc](http://www.state.nj.us/csc).

**Section 3.** The Prosecutor shall be entitled to make internal promotions of negotiations unit members in recognition of length of service along with the fulfillment of certain defined performance-based criteria as shall be established by the Employer and agreed to by the Union. Such internal promotions shall only be available in those positions where there is no Civil Service title available to which the employee may be promoted and still remain within the OPEIU 32 Clerical/Professional Unit (e.g. Clerk 3). Such internal promotion shall be available for employees who achieve at least five (5) full years of service in the qualifying title. An internal promotion shall provide for a one-time increase to base salary of \$1,500, effective on January 1<sup>st</sup> of the year the employee reaches the required years of service. If the Prosecutor denies an internal promotion to an otherwise eligible member of the negotiations unit for performance-based reasons, it may be subject to review pursuant to the grievance procedure established by this Agreement. An internal promotion shall not give any employee supervisory authority over other members of the negotiations unit, nor preference in any future promotional opportunities.

**ARTICLE 17**  
**SALARY**

**Section 1.** All employees who are in the negotiations unit on January 1, 2016 shall receive a base wage increase of 2.00%, effective January 1, 2016.

**Section 2.** All employees who are in the negotiations unit on January 1, 2017 shall receive a base wage increase of 2.00%, effective January 1, 2017.

**Section 3.** Negotiations unit employees holding a Civil Service bilingual title, and are directed by the Employer to perform bilingual duties, shall be entitled to an annual \$1,500.00 stipend, which shall be rolled into base salary. Employees who hold a Civil Service bilingual title and are certified as translators by the State of New Jersey, and are directed by the Employer to perform translating duties shall be entitled to an annual \$3,000.00 stipend, which shall be rolled into base salary. These stipends shall cease in the event the employee is directed to no longer perform bilingual or translating duties, as appropriate, however, the Employer agrees to provide no less than two (2) weeks of notice in such instance.

**Section 4.** On January 1, 2016, all permanent employees (meaning those not still in a working test period for initial employment with the Prosecutor), who are not otherwise eligible for an internal promotion under Article 16, Section 3 of this Agreement during the term of this Agreement, shall receive a one-time increase in base salary of \$600.00. Those non-permanent employees as of January 1, 2016 shall receive the \$600.00 increase in base salary on January 1, 2017 instead.

**Section 5.** Effective January 1, 2016, the County is permitted to permanently change the pay cycle so that an employee's annual salary will be paid in 24 bi-monthly installments, rather than the current 26 or 27 bi-weekly installments. Alternatively, should the County be unable to implement the bi-monthly pay cycle on January 1, 2016, the County shall be permitted to pay employees their annual salary in 27 equal installments rather than the typical 26 equal installments for the year 2016 only. The County shall be permitted to implement the foregoing in any reasonable manner, including calculating an employee's annual salary based upon the actual number of work hours in any particular year.

**ARTICLE 18**  
**EXPENSES**

**Section 1.** The Employer agrees to reimburse employees who are required to use their personal vehicles for work in accordance with the standard mileage rates offered by the County. Tolls and parking fees shall be reimbursed in full. This provision excludes travel to and from home and work, even if such travel occurs on a non-scheduled workday. The Employer reserves the right to require appropriate documentation of any claim for reimbursement.

**Section 2.** The Employer shall reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All such travel must be approved in advance and be in compliance with the County's Conference and Associated Travel Policy.

**Section 3.** The Employer shall offer tuition assistance and reimbursement to the extent available under general County policy.

**ARTICLE 19**  
**NO STRIKE OR LOCKOUT**

**Section 1.** There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Prosecutor shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

**ARTICLE 20**  
**NON-DISCRIMINATION**

**Section 1.** The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership, or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

**ARTICLE 21**  
**MILITARY LEAVE**

**Section 1.** The Employer will grant a military leave of absence if an employee is absent from work because he or she is serving in the uniformed forces of the United States in accordance with the Uniformed Services Employment and Re-employment Rights Act ("USERRA"). The terms and conditions of leave granted by this provision shall be identical to those set forth by general County policy, along with any relevant resolutions adopted by the Board of Chosen Freeholders.

**ARTICLE 22**  
**COMPLETE AGREEMENT**

**Section 1.** The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

**Section 2.** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 3.** It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

**Section 4.** This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

**Section 5.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

**ARTICLE 23**  
**DURATION OF AGREEMENT**


**Section 1.** This Agreement shall be effective as of the first day of January 2016 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2017.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this 18<sup>th</sup> day of March, 2016.

**FOR THE EMPLOYERS:**

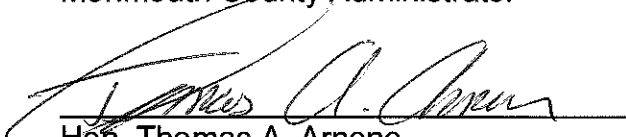
**FOR THE UNION:**

  
\_\_\_\_\_  
Christopher Gramiccioni  
Monmouth County Prosecutor

  
\_\_\_\_\_  
Secretary - Treasurer

  
\_\_\_\_\_  
Teri O'Connor  
Monmouth County Administrator

\_\_\_\_\_

  
\_\_\_\_\_  
Hon. Thomas A. Arnone  
Freeholder Director

\_\_\_\_\_



RESOLUTION ADOPTING POLICY CONCERNING THE COUNTY'S  
SELF-FUNDED HEALTH CARE BENEFIT PLAN OPTIONS FOR  
RETIREEES

WITH TWENTY FIVE (25) OR MORE YEARS OF SERVICE  
AND CHANGES IN POLICY CONCERNING RETIREMENT WITH  
HEALTH BENEFITS AT NO COST AS WELL AS CESSATION  
OF OFFERING THE COUNTY'S SELF-FUNDED INDEMNITY  
HEALTH CARE PLAN TO NEW EMPLOYEES

Freeholder HANDLIN offered the following  
résolution and moved its adoption:

WHEREAS, Monmouth County has paid the cost of Health Benefits for retirees in the County's Self-Funded Employee Health Benefit Indemnity Plan (except those who elect a deferred retirement but including a disability retirement regardless of service) with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County regardless of whether they have been in a state recognized pension plan system; and

WHEREAS, Monmouth County paid these costs for retirees without regard to the date that such retirees accumulated twenty five (25) or more years of service in a state recognized pension system and without regard to the date that such retirees accumulated twenty five (25) or more years of service with Monmouth County regardless of whether they had been in state recognized pension plan system; and

WHEREAS, Monmouth County has offered its Self-Funded Employee Health Benefit Indemnity Plan to all eligible new employees; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her

discretion, choose either the Self-Funded Indemnity Plan or the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P2 → BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P3 → BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these actives employees may, during their active employment only, choose between

the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

BE IT FURTHER RESOLVED that the Clerk forward a true certified copy of this resolution to the County Administrator, County Personnel Officer and the Benefits Coordinator.

Seconded by Freeholder STOPPIELLO and adopted on roll call by the following vote:

In the Affirmative: Mrs. Handlin, Mr. Stoppiello, Mr. Narozanick, Mr. Powers, and Director Larrison

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD APRIL 14 1994

*[Signature]*

CLERK