

2112

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE OCEAN COUNTY PROSECUTOR, Employer

AND

**OCEAN COUNTY PROSECUTOR'S CLERICAL ASSOCIATION,
Employee representative**

For the Period

April 1, 1994 to March 31, 1997

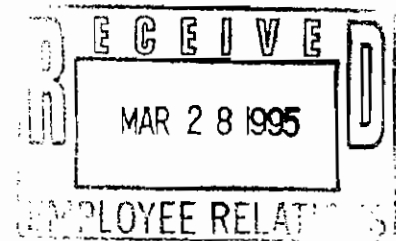


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AGREEMENT

THIS AGREEMENT, made this ____ day of March, 1995, between the Ocean County Board of Chosen Freeholders, hereinafter referred to as the "County", the Prosecutor, hereinafter referred to as the "Employer", and the Ocean County Prosecutor's Clerical Association, hereinafter referred to as the "Association."

NOW, THEREFORE, the County, the Prosecutor, and the Association mutually agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to set forth herein negotiable terms and conditions of employment to be observed between the County and the Association.

ARTICLE II

RECOGNITION OF ASSOCIATION

The employer recognizes the Ocean County Prosecutor's Clerical Association as the exclusive representative of the white collar employees within the Prosecutor's Office including the following titles: Clerk Typist, Senior Clerk Typist, Principal Clerk typist, Clerk Steno, Senior Clerk Steno, Principal Clerk Steno, Telephone Operator, Principal Operator Automated Typewriter, Senior Account Clerk, Principal Account Clerk and Extradition and Indictment Clerk Typing as set forth in the certification of the elections held by the Public Employment Relations Commission. Said Association is permitted to negotiate with the Employer for the purposes provided for under Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974, with respect to salary, hours and those terms and conditions of employment permitted by said statutes.

ARTICLE III

MANAGEMENT RIGHTS

A. The employer hereby retains and reserves unto itself, 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. Included, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the employer has not expressly modified or restricted by a specific provision of this agreement.
2. The right to establish and administer policies and procedures related to personnel matters, employer control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the employer.
3. To reprimand, suspend, discharge or otherwise discipline employees.
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 or operation of services.
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the employer.
8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Prosecutor's Office, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.

9. To subcontract for any existing or future services as determined necessary by the Employer.
10. To make or change Employer rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.
11. And otherwise to generally manage the affairs of the Prosecutor's office, attain and maintain full operating efficiency and productivity and to direct the work force.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County Prosecutor shall only be limited by the language of this clause.

C. In recognition of the rulings of the court of New Jersey, the Parties recognize that the exercise of managerial rights is a responsibility of the County Prosecutor on behalf of the taxpayers and that the County Prosecutor cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the County Prosecutor or any of its authorized managerial executives or supervisory personnel.

ARTICLE IV

NO STRIKE CLAUSE

During the period of time of this Agreement and notwithstanding any change in existing law, the Association and its employees shall not have the right to engage in any slowdown, work stoppage, strike or similar type of concerted action activities. The sole method for resolving any disagreement concerning this Agreement or any other elements of employment relationship shall be covered by the procedure contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

The Association agrees that if any type of concerted activity occurs as noted above, the Association will immediately take all necessary steps to terminate such activities and will condemn such activities enumerated above, the employee will be subject to any disciplinary measures deemed appropriate by the County Prosecutor.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an allegation by an employee or the Association that a specific provision of this Agreement has been violated. These grievances may only be submitted to binding arbitration as a final step in the procedure. The term "grievance" does not include any claim or allegation involving a disciplinary action or discharge of any employee who is not a permanent employee as defined by *N.J.A.C.* 4A:1-1.3.

2. All other allegations that there has been a violation, a misinterpretation or misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the County Prosecutor level, and the County Prosecutor's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

3. Nothing in this procedure shall preclude an employee from exercising his/her legal or civil service right.

4. A "grievant" is an employee who files a grievance.

5. "Representative" is a person or agent designated to represent either party in this procedure.

6. "Day" means a work day.

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

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

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

B. Procedure

1. Grievances shall be processed promptly and expeditiously.

2. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.

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

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

5. 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.

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

7. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the employer.

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

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

C. Processing

1. Time Limit - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

2. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the shop steward of the grievant who will submit the written grievance to the Chief Clerk. The grievant must file the written grievance within fifteen (15) working days of the occurrence of the grievance. The Chief Clerk will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) working days of the submission date of the grievance form.

3. Step 2 - If the grievant is dissatisfied with the answer submitted by the Chief Clerk during the Step 1 state of the process, then the grievant and/or his/her representative may appeal the chief Clerk's written answer within seven (7) working days after receipt of the answer at the first step by the

grievant. The County Prosecutor or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the grievant within seven (7) working days of the submission of the grievance to Step 2. The Contract Administrator under Step 2 shall be the County Prosecutor.

4. Step 3 - If the grievant is still dissatisfied with the answer receipt from the County Prosecutor and the grievance is a matter of a contract violation, then the grievance may be submitted to arbitration.

- a. Within twenty (20) calendar days of the decision of the Prosecutor, a grievant may request arbitration of the grievance by filing a notice of the grievant's continued disagreement with the Employer.
- b. Within five (5) working days of such notice, the grievant shall request a list of arbitrators from P.E.R.C.
- c. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
- d. The arbitrator shall have no power to add to, subtract from, or alter the language of this Agreement. He/she shall have no power to make an award inconsistent with law and he/she shall have no power to entertain grievances that constitute violations of this agreement. the arbitrator shall rule only on the interpretation of the clause of the Agreement involved.
- e. The arbitrator shall not have the power to make an award on any matter which is not in the Prosecutor's power to implement, including monetary awards which require appropriation from the other governmental agencies and the Board of chosen Freeholders.
- f. The arbitrator's decision shall be binding on all parties on matters regarding violations of the contract, except that if his/her decision requires legislative actions, such decisions shall be effective only if legislation is enacted.
- g. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

D. General Provisions

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

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

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

4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Association and Employer will distribute the forms as they are required.

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

6. The Employer agrees that in the presentation of grievance there shall be no loss of pay for the time spent by the grievant and one (1) Association representative who is an employee of the Employer 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 Ocean County Prosecutor or his/her designee. Notice of hearing shall be made to the grievant at least forty-eight (48) in advance and such hearings shall be ehld on the Employer's premises.

ARTICLE VI

NON-DISCRIMINATION

No employee will be discriminated against because of race, color, creed, religion, sex, Association affiliation, handicap or age.

ARTICLE VII

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The Employer agrees to make available to the Association all public information needed to process any grievances or complaint between the County and the Association.

B.. Whenever any representative of the Association or an employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he/she shall suffer no loss in pay.

C. The Association shall have the use of the bulletin boards and County mail system to contact their members.

D. Each member of the Association shall be provided with one (1) copy of the Agreement.

E. The Employer agrees that upon request with reasonable notice an employee shall have the opportunity to examined and review pertinent documents, including those related to performance evaluation and conduct in their personnel history file maintained by the employee's supervisor.

The Employer shall honor the request of the employee for copies of documents in the file. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to an employee is placed in the employee personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin shall be used against an employee.

ARTICLE VIII

PROMOTIONAL REMUNERATION

Any employee who receives a promotion within the bargaining unit shall receive an increase of \$1,100.00 effective on the date of promotion. This provision shall become effective on the date of formal execution of this contract.

ARTICLE IX

JOB CLASSIFICATION

A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth in his/her applicable classification under Civil Service job description.

B. An employee's permanent applicable job classification shall not include a combination of Civil Service job descriptions.

C. Definitions of transfer and reassignments shall be

in accordance with those contained in the new Civil Service Rules promulgated on June 21, 1982.

D. In the event an employee is assigned to perform work in a job classification higher than his/her regular title for two (2) or more complete work days, he/she shall be compensated at a daily rate which is ten percent (10%) higher than his/her regular base salary, retroactive to the first day of such service.

E. In the event a member of this unit is assigned to perform work in a supervisory title, the daily out-of-title rate shall be based upon that employee's regular base salary plus \$2,000.00. This rate is payable for all days members of the bargaining unit are assigned to a supervisory title, retroactive to the first day of such service, once the two day requirement has been satisfied.

F. If an employee is required to work in a lower job classification than his/her regular job classification, he/she shall receive his/her regular rate of pay.

G. Every attempt will be made to provide clear instructions and adequate training when Prosecutor's Clerical employees are requested to perform outside their job classification.

ARTICLE X

CALL-IN PAY

Any employee who leaves his/her work station and is required to return to work from his/her home shall be compensated with a guarantee of three (3) hours work upon the assignment. No employee will be paid less than three (3) hours wages for the three (3) hour period at the applicable rate at the time of call-in provided that the response time to his/her designated work site is reasonable. For the purposes of this Agreement, the term "reasonable" is hereby defined as forty-five (45) minutes or less. For those who respond to call-in situations within a reasonable time, the call-in assignment will be deemed to have begun at the time of the telephone call. For those not responding in a reasonable time, the call-in formula will not apply, but those employees will be paid overtime for all hours actually worked.

ARTICLE XI

HOLIDAYS

Each full-time employee covered by this Agreement shall receive the following holidays with pay:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

The Prosecutor will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders issue official proclamations granting an additional holiday.

ARTICLE XII

LONGEVITY

Effective January 1, 1994, longevity pay for all classified permanent employees covered by this Agreement will be based upon the schedule set forth below:

7 years	3.0% of base salary
12 years	4.6% of base salary
17 years	5.7% of base salary
22 years	6.5% of base salary
27 years	7.3% of base salary
32 years	8.0% of base salary

ARTICLE XIII

BEREAVEMENT LEAVE

All employees shall receive up to three (3) days leave in the event of a death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt or uncle of the employee; and 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 employing authority may require proof of loss for 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 interment
Day of religious or memorial service

In no event shall any part of the bereavement leave occur more than fifteen days from the date of death. Abuse of the Bereavement Provision shall be cause for disciplinary action.

ARTICLE XIV

HOSPITAL, SURGICAL, MAJOR MEDICAL AND PRESCRIPTIONS

1. A. Effective April 1, 1994, the County of Ocean shall provide medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the N.J. Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981.

B. The County shall not change the health insurance coverage referred to in paragraph A except for a plan that is equivalent or better. Provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the County has no control over or any obligations regarding such changes.

C. Eligible employees may change his/her coverage from the New Jersey State Health Benefits Program to an HMO, or vice versa, only during the announced open enrollment period 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 under the articles providing for hospital, surgical, major medical, family dental plan and family

prescription plan, 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 18 months may be purchased by the employee under the C.O.B.R.A. plan.

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

EXTENDED HEALTH BENEFITS

2. A. The board agrees to provide Blue Cross/Blue Shield, and Major Medical coverage, or such other medical plans as may hereafter be substituted in accordance with the terms of this Agreement, for members of this bargaining unit who take a P.E.R.S. retirement after twenty-five (25) or more years of service, at least twenty (20) years of which was with the County of Ocean. Coverage will continue through the balance of the calendar year during which the P.E.R.S. retirement becomes effective and for up to four (4) full calendar years thereafter, or until the retiree reaches the age of 65 years, whichever first occurs. For example, if an eligible employee retires in April, 1992, extended coverage will continue to December 31, 1996.

The type of coverage in place at the time of retirement may not be upgraded. For example, an eligible employee who enjoys "parent and Children)" type coverage at the time of retirement may not subsequently have that coverage changed to "Family" coverage. Further, the Union agrees that the Department of Employee Relations will be notified of any changes in individual circumstances which may permit a reduced level of coverage.

All other employees benefits with the exception of those specifically described above shall terminate upon retirement in accordance with the customary practices.

In addition to the extended health benefits described in paragraph A above, eligible retiring employees may also opt to exchange earned sick leave for a period of extended health benefits in excess of the period set forth in paragraph 2.A. above. Coverage for this additional period of time will also be restricted to Blue Cross/Blue Shield with Major Medical coverage. The eligible employee may exchange earned sick leave for extended health benefits, at the employer's expense, in accordance with the following formula:

1. Single coverage - 12 hours per additional month
2. Parent/Child coverage - 20 hours per additional month
3. Family coverage - 24 hours per additional month

A declaration to exchange earned sick time for extended health benefits and the length of additional time of coverage shall be indicated in writing at the time the employee applies for retirement through the Department of Employee Relations and shall be irrevocable.

After this transaction has been completed, the employee may then apply to be reimbursed for remaining earned sick leave, if any, in accordance with the current provisions of this contract.

Additional terms and conditions of this benefit include the following:

1. This provision applies only to eligible employees of this bargaining unit who retire from the County of Ocean on or after April 1, 1995.
2. The Employer's obligations under this clause shall conclude when the agreed upon period of extended medical benefits has elapsed. Under no circumstances shall that period extend beyond the time that the retiree has reached the age of sixty-five (65) years.
3. In the event that a retiree dies prior to the date when the coverage is due to elapse, coverage would have ended had the retiree not died.
4. In the event that there is a change in health care providers, the retiree must accept the coverage then available to active employees.
5. The Department of Employee Relations must be notified of any changes in individual circumstances which may permit a reduced level of coverage.

ARTICLE XV

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 members of each family. However, this deductible is not applicable to preventive and diagnostic services as described below.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

Preventive and diagnostic (x-rays, cleaning, check-up etc.)	100%
Treatment and therapy (fillings)	80%
Prosthodontics and periodontics inlays, caps and crowns, oral surgery (ambulatory)	50%
Orthodontics (limited to \$800 per patient over a 5 year period)	50%

XVI

PERSONAL LEAVE

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 or her immediate supervisor before Personal Leave can be taken. Personal Leave shall not be unreasonably denied. For new employees in their first calendar year of service, Personal Leave shall be granted as follows:

<u>Date of Initial Hire</u>	<u>Amount of Personal Leave</u>
January 1 thru April 30	3 days
May 1 thru August 31	2 days
September 1 thru October 31	1 day
November 1 thru December 31	0 days

Employees hired on or after October 1 through October 31 of their first calendar year in service may use the one Personal Day to be awarded to them after two months of service, but must use the day prior to the end of the calendar year. Except for employees hired on or after October 1 through October 31 of their initial calendar year of service, no employee shall be entitled to use Personal Leave until he or she has worked three months for the County.

Personal Days shall not be carried over from one calendar year to the next and must be used in increments of one full day.

ARTICLE XVII

DUES CHECKOFF

The Employer agrees to deduct from the earnings of each employee Association member dues when said employee has properly authorized such deduction in writing. The Association will indemnify, defend, and save harmless the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Association to the Employer. The Employer will forward all dues deduction monies collected on a monthly basis to the Treasurer of Ocean County Prosecutor's Clerical Association. A list of the names of deductees will be forwarded annually.

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

VACATION LEAVE

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

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

2. For an employee who has served one (1) year and one (1) day up to a total of our (4) years ... twelve (12) working days per year.

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

4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years ... twenty (20) working days per year.

5. For an employee who has served nineteen (19) years and one (1) day ... twenty-five (25) working days per year.

New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, vacation leave during the first three months of employment. Employees who are not retained at the conclusion of the three month period shall not be entitled to any leave accumulated during that time.

Each employee shall be informed of his/her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have unused vacation time paid to him/her on a pro-rated basis. If separation of service occurs, unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.

ARTICLE XIX

SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed that employee shall remain 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. 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 to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County

employment for which the employee has a claim for Worker's Compensation, shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

Employees in the bargaining unit are also eligible for coverage under the County's reimbursement for unused sick days at retirement policy. This policy provides for reimbursement for unused sick days at retirement on the basis of one-half (1/2) pay for each earned and unused sick day to a maximum of \$12,000. Employees are responsible for following all of the conditions and controls of this policy and pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three-year period.

All other proper and authorized leaves as provided in the rules of the Department of Civil Service shall be recognized and constitute a part of this agreement.

ARTICLE XX

OVERTIME

All employees shall be expected to complete their work in the time allotted during the normal working day. Any employee scheduled to work beyond his/her regularly scheduled work day shall be paid at the rate of one and one-half (1-1/2X) times their base pay after the completion of forty (40) hours in any scheduled work week.

If an employee is required to work on a Saturday or Sunday, unless those days are part of the employee's normal work week, he/she shall receive overtime compensation for hours worked at the rate of one and one-half times (1-1/2X) the base hourly wage. This provision shall also apply to permanent part-time employees who are members of this bargaining unit.

If an employee is required to work on a designated holiday, he/she shall receive time and one-half (1-1/2X) for hours worked plus one (1) day straight time wages. If an employee is required to work hours in excess of a normal shift, he/she shall receive double time and one-half (2-1/2X) for those additional hours.

Employees who work a thirty-seven and one-half (37-1/2) hour work week shall receive compensatory time on a straight time basis or straight time compensation at the discretion of the Department Head for hours worked between thirty-seven and one-

half (37-1/2) and forty (40), inclusive, during a week.

ARTICLE XXI

NIGHT DIFFERENTIAL

Night Differential of eight percent (8%) will be paid to any employee whose permanent shift begins after 2:00 p.m.

ARTICLE XXII

ASSOCIATION BUSINESS

An employee who is duly authorized in writing to be representative of the Prosecutor's Clerical Association, shall be granted a leave of absence with pay for the time necessary to conduct Association business or attend conventions. The unit shall be authorized an aggregate of no more than fifteen (15) days in a calendar year for the above purposes. Request for such leave is to be made in writing from the employee and authorization granted by the Prosecutor. Use of paid Union Leave must directly pertain to Prosecutor's Clerical employees represented by this contract, union training, or union conferences. Joint County/Union discussions, authorized by the Director of Employee Relations, about matters of mutual concern shall not be applied against this benefit.

ARTICLE XXIII

ASSOCIATION LIAISON

One liaison officer of the Association to meet periodically with the County Prosecutor or his designee to discuss the contract and/or mutual concerns.

ARTICLE XXIV

SEVERABILITY CLAUSE

If any part, clause, portion or article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

ARTICLE XXV

PRODUCTIVITY

The Association agrees that it will cooperate with the Prosecutor and the Ocean County Board of Chosen Freeholders in any productivity problems adopted by the Board of Chosen Freeholders concerning members of this bargaining Prosecutor unit. The Association agrees that it supports and will cooperate with all efforts of the Board of Chosen Freeholders to increase and improve productivity among members of this bargaining unit.

ARTICLE XXVI

WORK HOURS

Commencing April 1, 1995, the Prosecutor shall have the option of selecting a work week of either 35, 37-1/2 or 40 hours. Attached is Exhibit A which set forth the names of the employees who will have their work hours increased to 37-1/2 hours per week on April 1, 1995. For each additional 2-1/2 hours worked per week after March 31, 1995, the employee shall receive a 7.5% increase on the April 1, 1994 base salary established and agreed to in this contract. The Prosecutor shall retain the right to adjust the regular work week to a greater or lesser number of hours. The base salaries for employees whose regular work week is do adjusted shall be expanded or contracted by 7.5% of the base salary for each 2-1/2 hours the work week is correspondingly lengthened or shortened. prosecutor employees' work hours will be set by the Prosecutor and will continue to include the one-half hour daily lunch they currently receive, as well as two fifteen minute rest periods daily, one in the morning and one in the afternoon.

ARTICLE XXVII

MILEAGE

Costs for mileage shall be reimbursed in accordance with the prevailing County policy.

ARTICLE XXVIII

SENIORITY

A. All employees are to be notified of a job opening or vacancy prior to filling a position.

B. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer. With respect to promotions, however, service will be considered broken, for the purpose of this clause, if an employee who has served continuously with the Employer for at least one (1) year:

1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation.
2. Should an employee retire.
3. Should an employee suffer a validated dismissal.
4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.
5. Should an employee be absent without leave for more than five (5) days.

C. The Employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by Civil Service Law, and who are subsequently certified by Civil Service. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job as determined by the Prosecutor.

D. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the County Prosecutor, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the County Prosecutor shall promote the employee which it deemed to be next eligible, as determined by the Prosecutor.

E. Vacations. Whenever more than one (1) employee requests vacation at a job location at any particular time, the Prosecutor shall endeavor to honor all vacations as requested. However, when vacation cannot be granted to all employees

requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation during a peak period of work for his/her department. Peak periods will be designated by the administration each year.

ARTICLE XXIX

VISION CARE

Vision care benefits will be afforded to all members of the bargaining unit in accordance with the provisions set forth in the "Guidelines for Ocean County Vision Service Plan."

ARTICLE XXX

TUITION REIMBURSEMENT

Members of this bargaining unit are eligible to be reimbursed for college tuition, subject to the Ocean County Tuition Reimbursement Policy (ER 701-86).

ARTICLE XXXI

SALARY

A. Effective April 1, 1994, each employee in this unit on the payroll prior to April 1, 1994 shall have his/her March 31, 1994 base salary increased by \$1,000.00.

B. Effective April 1, 1995, each employee in this unit shall have his/her March 31, 1995 base salary increased by \$1,000.00.

C. Effective April 1, 1996, each employee in this unit shall have his/her March 31, 1996 base salary increased by \$1,250.00.

ARTICLE XXXII

FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. 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. There shall be no new negotiations on any such matters during the term of this agreement.

ARTICLE XXXIII

DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 1994, except for those articles which contain specific dates to the contrary, and shall continued in full force and effect until March 31, 1997, or until execution of a successor agreement.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be signed and attested to this 24 day of April, 1995.

ATTEST:

Edward S. Harmon, Notary

Daniel J. Carluccio
DANIEL J. CARLUCCIO
Ocean County Prosecutor

Clerk of the Board

Mark A. Ironcone
MARK A. IRONCONE, ESQ.

JOHN KELLY
Freeholder Director

Sandra Nelson
SANDRA NELSON,
President of Association

Karen Schiller
KAREN SCHILLER,
Secretary of Association

EMPLOYEES WHO WILL BE COMPENSATED FOR
EXPANDING THE WORK WEEK FROM 35 TO 37.5 HOURS/WK

ARENDR, DONNA	HAMADYK, JOAN
BARRETT, PATRICIA	HERR, MARJORIE
BERRIEN, NANCY	KOBYLARZ, EDITH
BLAKE, DAWN	LUKACS, MARY
BOSTICK, WANDA	LUNDBERG, MARGARET
BRUSH, JOANNE	MERLO, ANN
CARBO, CAROLE	MILLIGAN, KAREN
CASEMENT, EILEEN	NELSON, SANDRA
EASTON, ELIZABETH	SCHILLER, KAREN
FARLEY, ROSEMARY	SENKBEIL, ROSALINDA
GERRITY, MAUREEN	SPIOTTA, ERMA
GREENE, JEAN	TICE, CHARLENE
GREENE, PATRICIA	TRAUTMAN, IRENE
GREGG, JOANN	VARELLI, GRETCHEN

