

AGREEMENT

Between

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

And

**MONMOUTH COUNTY PROSECUTOR SUPERVISORS ASSOCIATION
(AUTHORIZED AGENT: OPEIU LOCAL 32)**

January 1, 2010 - December 31, 2012

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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 the Monmouth County Prosecutor's Supervisors Association ("Association") through its authorized agent, the Office of Professional Employees International Union Local 32 AFL-CIO, 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.

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ARTICLE 1
RECOGNITION

Section 1. Pursuant to the certification issued by the Public Employment Relations Commission ("PERC") in RO-2010-022, the Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective negotiations concerning terms and conditions of employment for all regularly employed white-collar, supervisory employees employed by the Monmouth County Prosecutor's Office, 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 Monmouth County Prosecutor's Office.

Section 2. Any new administrative title authorized for use by the Employer at the Monmouth County Prosecutor's Office will be negotiated for inclusion or exclusion from the bargaining unit. In the event that agreement between the Employer and the Association is not reached, the title will be excluded from the bargaining unit pending resolution by PERC.

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ARTICLE 2
ASSOCIATION DUES AND FEES/ASSOCIATION DAYS

Section 1. The Employer agrees to deduct monthly, from the pay of each employee Association member dues, initiation fees and special assessments when said employee has properly authorized such deductions in writing. The Association 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 Association shall pay an agency shop fee equal to eighty-five percent (85%) of the dues, initiation fees and special assessments of the Association. 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 Association's representation that it maintains a demand and return system as provided by law.

Section 3. The Association 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 Association shall be entitled to twelve (12) paid days of leave of in any calendar year in order to conduct Association-related business, including travel, if any. This time shall not accumulate from year-to-year.

Section 5. A request to utilize Association leave time shall be made to the Prosecutor (or designee), in writing and with at least ten (10) days advance notice unless, for reasons beyond the Association'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. Association 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 three (3) persons on paid leave for negotiations and not more than one (1) person assigned to a grievance. Such leave time shall not count towards Association business days. No leave time shall be granted for internal meetings of the Association's negotiating team except for one (1) hour immediately preceding and following any meeting with the Employer to discuss collective negotiations.

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The Association may designate more than three (3) employees to its negotiating committee, but only three (3) employees may be released with pay hereunder and the Employer's operational needs shall be respected.

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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 representative 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 the Association 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.

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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. 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 Monmouth County Prosecutor's Office, 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, though 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 as set forth in this Agreement and must utilize instead the procedures available through the Civil Service Commission, Merit System Board 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 designee.

The Prosecutor will provide 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 seniority 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 Association upon reasonable request.

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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.

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ARTICLE 6
EMPLOYEE RIGHTS

Section 1. No employee shall be disciplined, discharged, reprimanded, or reduced in classification or rank without just cause. The Employer will respect the concept of progressive discipline.

Section 2. Employees may utilize the negotiated grievance procedure to challenge any "minor" disciplinary action taken against them, as that term is defined by Title 4A of the New Jersey Administrative Code ("Code"). Any "major" disciplinary action, as that term is defined by the Code, shall be appealed to the New Jersey Civil Service Commission, provided, however, that if future changes in State law provide that certain "major" disciplinary matters may be subject to binding arbitration, the parties agree to reopen this provision for further negotiations on this issue. Discharges and discipline will be subject to progressive discipline.

Section 3. The Employer will respect an employee's right to have an Association representative present at a disciplinary proceeding or at any meeting or investigatory interview that is reasonably likely to result in discipline against the employee.

Section 4. The Employer will notify the Association in writing of any discharge or suspension within four (4) business days of the employee being discharged or suspended. 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. Employees shall be entitled to access to their personnel files 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.

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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. Any deviations from this schedule shall be at the sole discretion of the Employer consistent with the needs of the Prosecutor's Office.

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 their regular rate of pay. All overtime must be authorized by the Employer. 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.

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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.

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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 1.5% of their annual base salary as a contribution towards defraying the County's cost of providing this plan. 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 that 1.5% contribution for the employee. Any future change in New Jersey law requiring a contribution of greater than 1.5% of an employee's annual base salary towards the cost of providing health benefits shall be implemented on the latest date permissible by law. The 1.5% contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes.

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. Any future change in New Jersey law requiring a contribution of greater than 1.5% of an employee's annual base salary towards the cost of providing health benefits shall be implemented on the latest date permissible by law. The 1.5% contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes.

Section 3. The provisions of Resolution #94-267, as adopted by the Monmouth County 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.

Section 4. Bargaining 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, or January 1, 2012, whichever comes later. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees, or the following

<u>Non-Mail Order</u>	
Retail (brand)	\$25.00 (current \$15)
Generics	\$10.00 (current \$5)

90 days Mail Order

Retail (brand) \$15.00 (current \$10)

Generics \$5.00 (current \$0)

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-one (31) 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.

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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 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 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 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 the purpose of computation, an employee who is employed for more than six months during the first calendar year of employment shall have that year included in the computation for years of eligible service in determining vacation leave. An employee with six months or less during the first calendar year of employment shall not have that period included in the computation for years of eligible service in determining vacation leave.

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 owed vacation leave will be deducted from the employee's paycheck.

Section 5. Periods of employment before and after a suspension or leave without pay shall be considered eligible service. However, the period of a suspension or leave

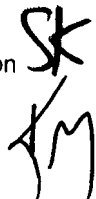
without pay, except for military leave, shall not be included in calculating years of eligible service.

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 on the first Monday of 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, bargaining unit employees shall also be entitled to receive that holiday. Any "holiday swap" will not be considered an additional holiday for purposes of this section.

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, 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.

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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 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 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 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, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law and mother-in-law and other relatives 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. Eligibility for payment for unused sick leave, if any, will be in accordance with the terms and conditions set forth by established County policy.

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 relations not referenced above.

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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 Director of Support Services 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 Director of Support Services.

STEP THREE

If the grievance is not settled 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 of Monmouth County 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 settled through Step Three, the Association 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 Association.

Section 6. It is understood and agreed that if either party uses the services of an attorney the expenses incurred will 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.

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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 be represented at all stages of the grievance procedure by themselves, or at their option, by an Association representative, except for Step Four. When an employee is not represented by the Association, the Association 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 Association is a signatory to the settlement agreement.

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ARTICLE 16
PROMOTIONS

Section 1. Employees who are promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in pay of six percent (6%) over their present salary or increased to the entry level salary for the new title, whichever is greater.

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ARTICLE 17
SALARY

Section 1. All bargaining unit employees employed by the Employer on January 1, 2010, shall receive a wage increase of 3.00%, effective the first pay period of 2010.

Section 2. All bargaining unit employees employed by the Employer on January 1, 2011, shall receive a wage increase of 1.25%, effective the first pay period of 2011.

Section 3. All bargaining unit employees employed by the Employer on January 1, 2012, shall receive a wage increase of 1.25% effective the first pay period of 2012.

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.

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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 Association 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.

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ARTICLE 20
NON-DISCRIMINATION

Section 1. The Employer and the Association 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.

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ARTICLE 21
COMPLETE AGREEMENT

Section 1. The Employer and the Association 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 Association during the term of this Agreement unless agreed to in writing between the Employer and the Association 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 Association, 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 Association 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.

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ARTICLE 22
DURATION OF AGREEMENT

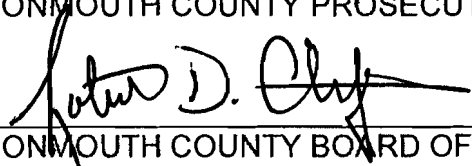
Section 1. This Agreement shall be effective as of the first day of January 2010 and shall remain in full force and effect until the 31st day of December 2012.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this _____ day of _____, 2011.

FOR THE EMPLOYERS:



MONMOUTH COUNTY PROSECUTOR



MONMOUTH COUNTY BOARD OF
CHOSEN FREEHOLDERS

FOR THE ASSOCIATION:



MCP SA



OPEIU LOCAL 32



MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

Freeholder Meeting Venue:

Date: Jun 23, 2011 - 7:00 PM

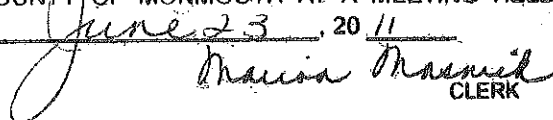
Location: Neptune City Municipal Building
 Council Chambers
 106 W. Sylvania Avenue
 Neptune City, NJ 07753

Agenda: Resolution to adopt negotiated agreement between the Monmouth County Board of Chosen Freeholders, the Monmouth County Prosecutor and the Monmouth County Prosecutor Supervisors Association

Official Document #	Res# 2011-0493						
Meeting Date	06/23/2011						
Introduced Date	06/23/2011						
Adopted Date	06/23/2011						
Agenda Item	11						
FREEHOLDER	PRESE.	ABS.	NOVE	SEC	AVE	WAY	ABST.
Mallet	✓		✓		✓		
Arnone	✓			✓	✓		
Burry	✓				✓		
Curley	✓				✓		
Clifton	✓				✓		

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

June 23, 20 11

 CLERK

Administrator

RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH
COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY
PROSECUTOR AND THE MONMOUTH COUNTY PROSECUTOR SUPERVISORS
ASSOCIATION

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Prosecutor and the Monmouth County Prosecutor Supervisors Association have engaged in negotiations with regard to a successful collective negotiations agreement for Monmouth County Prosecutor Supervisors Association employees for the period of January 1, 2010 through December 31, 2012; and

WHEREAS, negotiations between the parties have been successfully concluded and a written contract has been developed which records the Agreements of the parties; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has been advised that the Monmouth County Prosecutor Supervisors Association employees have ratified the Agreement and that it is fair and agreeable to them and it is fair and agreeable to the Monmouth County Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Monmouth hereby accepts and adopts the Agreement reached with the Monmouth County Prosecutor Supervisors Association employees for the period of January 1, 2010 through December 31, 2012, and in accordance with the terms therein set forth in the Agreement, a copy of which shall be filed with the Clerk of the Monmouth County Board of Chosen Freeholders.

Introduced on: June 23, 2011
Adopted on: June 23, 2011
Official Resolution#: 2011-0493

BE IT FURTHER RESOLVED that the Director and Clerk of the Board of Chosen Freeholders be and are hereby authorized to execute said Agreement on behalf of the County of Monmouth.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the Monmouth County Prosecutor Supervisors Association, through its authorized agent, OPEIU Local 32; Peter Warshaw, Monmouth County Prosecutor; Andrea I. Bazer, Esq., Monmouth County Counsel; Craig R. Marshall, Director of Finance and Kevin J. Burke, Jr., Director of Human Resources.

Introduced on: June 23, 2011
Adopted on: June 23, 2011
Official Resolution#: 2011-0493