

AGREEMENT

BETWEEN

THE OCEAN COUNTY PROSECUTOR

AND

OCEAN COUNTY PROSECUTOR'S
DETECTIVES AND INVESTIGATORS ASSOCIATION
P.B.A. LOCAL #171

APRIL 1, 2006 THROUGH MARCH 31, 2010

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PREAMBLE

This Agreement, made this _____ day of _____, 2006 by and between the County of Ocean, State of New Jersey, and the Prosecutor of Ocean County, State of New Jersey, hereinafter referred to as the "Employer" and the Ocean County Prosecutor's Detectives and Investigators Association, P.B.A. Local #171, hereinafter referred to as the "Employee".

WITNESSETH

In consideration of the promises and mutual covenants hereinafter contained, the Employer and the employees agree as follows:

ARTICLE 1

RECOGNITION OF ASSOCIATION

Section 1: The Employer recognizes the Ocean County Prosecutor's Detectives and Investigators Association P.B.A. Local #171 as the exclusive representative of all of the employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities related thereto pursuant to the Public Employment Relations Act of the State of New Jersey and other applicable law.

Section 2: The bargaining unit consists of all regular full-time employees holding the title of County Detective, County Investigator, Juvenile Investigator and Senior Investigator and employed by the Ocean County Prosecutor's Office. Supervisory employees not included in the bargaining unit are those of the following rank: Sergeant, Lieutenant, Captain, Deputy Chief and Chief.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

Section 1: Collective bargaining with respect to rates of pay, hours of work and all other conditions of employment shall be conducted by the respective duly authorized bargaining agents of the Employer and employees.

Section 2: Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the Employer or employees.

Section 3: Members of the Prosecutor's Office of Ocean County designated by the employees to participate in collective bargaining meetings called for the negotiation of a collective bargaining agreement, or for renegotiation pursuant to the terms and provisions of this Agreement, shall be excused from work assignments while in attendance at such meetings.

ARTICLE 3

HOURS OF WORK

Section 1 – Regular Hours: The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to include a one-half (1/2) hour paid meal period during which employees may be subject to recall.

Section 2 – Work Day: The Employer may require any employee to perform “stand-by” duty, during which period the employee shall remain alert and available for immediate call to active work status on an as needed basis; and an employee placed on stand-by duty shall remain alert, available and on call from the conclusion of his/her active duty work day until the beginning of his/her next active work day and all day Saturday and Sunday for a period that shall not exceed seven (7) consecutive calendar days. The frequency of such duty shall be left to the discretion of the employee’s supervisor. Monetary compensation for such stand-by duty shall be paid as hereinafter provided.

ARTICLE 4

COMMITTEES

Section 1 – Grievance Committee: The Employer shall permit members of the employees grievance committee (not to exceed three) to conduct the business of the Grievance Committee (consisting of conferences with employees and management on specific grievances in accordance with the grievance procedures set forth herein) during the duty hours of the members, and without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the work force or require the recall of off-duty personnel.

Section 2 – Negotiating Committee: The Employer shall permit members of the Employee’s Negotiating Committee to attend collective bargaining meetings during the duty hours of its members, without loss of pay.

ARTICLE 5

REGULAR WORK WEEK

Section 1: The Employer and employees understand and agree that all persons covered by this Agreement will work a minimum of thirty-seven and one-half (37 ½) hours per week. However, should the Employer, in its sole discretion, increase the work week to forty (40) hours per week, there shall be an adjustment in pay equal to 6.7% of the hourly rate then in effect. Such increase shall be effective on the date the lengthened work week goes into effect.

Section 2: The regular work week shall be any five (5) day period of such schedule as shall be promulgated by the County Prosecutor of his/her designee.

ARTICLE 6

SALARY

Section 1: The annual salaries for employees covered by this contract shall be as set forth on Appendix A annexed. The Salary Guide is an automatic annual step guide with movement from one step to the next effective April 1 of each year.

Section 2: It is expressly understood that successful completion of the Police Academy is a condition of employment. New employees hired prior to the completion of said Academy are probationary and will be placed on the Probationary Step of the Salary Guide. Upon completion of the Academy, probationary employees will move to Step 1 of the applicable guide.

Section 3: Senior Investigators' pay status shall provide, in addition to base salary, an annual increment of One Thousand Seven Hundred and Twenty Dollars (\$1,720.00).

The prior procedure for Employer discretion with respect to Senior Investigators' pay status shall continue up to the point of the individual employee achieving 15 years of service. Should an employee compete 15 years of service without having been granted Senior Investigators' status, it shall be accorded on the basis of that service from that point forward.

Section 4: It is understood that employees will continue to wear and maintain appropriate clothing as required by the Prosecutor.

ARTICLE 7

HOLIDAYS

Each full-time employee covered by this Agreement shall enjoy the following fourteen (14) holidays with pay, to be observed on the dates specified each January by the Board of Chosen Freeholders and approved by the Prosecutor:

New Year's 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.

The Employer may require any employee to be subject to a stand-by duty status on any holiday, provided, however, each employee covered by this Agreement serving stand-by duty as hereinbefore provided, will be paid, in addition to this holiday pay, as provided in Article 12 of this Agreement

ARTICLE 8

SICK LEAVE

Section 1: All employees covered by this Agreement shall be granted sick leave, with pay, of fifteen (15) days in every calendar year.

Section 2: Unused sick leave shall accumulate from year to year.

Section 3: The Employer shall, at all times, have the right to extend sick leave on such basis as the Employer, in its sole discretion, shall deem appropriate.

Section 4: An employee absent of sick leave for five (5) or more days in succession shall submit reasonable medical evidence for substantiating the illness requiring the absence, if requested to do so by the Employer. The parties agree to meet on a regular basis for the purpose of discussing mutual concerns over the perceived abuse of sick leave by certain members of the unit. The parties further agree to work together to develop appropriate safeguards in this regard.

Section 5: When an employee has an approved claim for Worker's Compensation benefits for job connected injury or illness the employee shall be compensated in an amount which together with the Worker's Compensation payment will equal the ordinary base salary which would have been paid for a maximum period of up to one year. A rejected claim for Worker's Compensation, should such be selected by the County, shall be determinative as to any additional compensation from the County. All claims and challenges as to eligibility for such Worker's Compensation insured situations shall be made to the Division of Worker's Compensation and the decision of the Division or a determination by a reviewing court shall be binding. An employee who returns to work and who is still receiving prescribed physical therapy as a result of his/her compensable accident, shall make all efforts to arrange to schedule such prescribed rehabilitation sessions during off-duty hours. If this is not possible, due to the shift the officer works, then he/she may attend the prescribed rehabilitation session during on-duty hours and may use sick time or any other leave entitlement time, or may choose to be docked for that time.

Section 6: The Employer may require at any time during the period of such disability as described in Section 5 above, that the employee be examined by a physician selected by the Employer for such purpose.

Section 7: In the event a disagreement arises with respect to the existence or extent of a job connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement.

Section 8: Employees 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 \$15,000. Employees are responsible for following all of the conditions and controls of this policy and all 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.

ARTICLE 9

SICK LEAVE BUY BACK PROGRAM

Purpose: The purpose of the Sick Leave Buy Back Program is to encourage employees to make judicious use of their annual sick leave allotment by providing a financial incentive. This program became effective on January 1, 2001.

Eligibility: In order to participate in this program, an employee must satisfy all of the following conditions:

1. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.
3. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.
4. Must be credited with at least the following number of hours of earned and unused sick leave on December 31st of the year preceding the year during which payment will be made:

7.5 hours per day Four Hundred Fifty (450) hours

8.0 hours per day Four Hundred Eighty (480) hours

5. Must have used not more than the following number of hours of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made:

7.5 hours per day Not more than fifty-two hours and thirty minutes (52.30)

8.0 hours per day Not more than fifty-six hours (56)

How the Program Works:

During January of each year, an eligible employee may request in writing (on a form designated for that purpose) that he/she be compensated for the following hours of earned and unused sick leave:

7.5 hours per day	Between thirty (30) and sixty (60) hours (inclusive)
8.0 hours per day	Between thirty-two (32) and sixty-four (64) hours (inclusive)

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

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

ARTICLE 10

OVERTIME

Section 1: Employees who are required to work overtime shall be paid at the regular rate of pay for the first forty (40) hours worked in each week and shall be paid at the rate of one and one-half times (1 ½) their regular pay for all hours worked in excess thereof.

Section 2: Employees required to work overtime shall receive a minimum of four (4) hours overtime pay for each instance in which the employee is called upon to work beyond forty (40) hours per week, notwithstanding the actual time worked may be less than four (4) hours; provided, further, that an employee shall receive a minimum of eight (8) hours overtime for each instance in which the employee is required to work more than five (5) hours overtime, although the actual time worked may be less than eight (8) hours. The four (4) hour call out overtime guarantee shall only apply to those instances where the employee has completed his/her regular shift and is called to return to work after the completion of a regular shift.

Section 3: An employee shall be required to maintain appropriate records of overtime as required by the Employer.

Section 4: Any employee who receives compensatory time, at the discretion of the Prosecutor, shall receive the compensatory time on an hour for hour straight time basis unless compensatory time is received in lieu of overtime, in which case compensatory time is received in lieu of overtime, in which case compensatory time shall be received on a time and one-half basis for each hour worked. The employee shall be permitted to use their accumulated compensatory at their sole discretion, subject to prior Employer approval.

ARTICLE 11

VACATIONS

Section 1: The vacation program is set forth as follows:

- A. For an employee with no more than twelve (12) months of service, one (1) day for each calendar month employed.
- B. For an employee who has served twelve (12) months and one (1) day, up to a total of forty-eight (48) calendar months, twelve (12) working days.
- C. For an employee who has worked forty-eight (48) calendar months plus one (1) day up to one hundred thirty-two (132) calendar months, fifteen (15) working days.
- D. For an employee who has worked one hundred and thirty-two (132) calendar months plus one (1) day up to two hundred and twenty-eight (228) calendar months, twenty (20) working days.
- E. For an employee who has worked two hundred and twenty-eight (228) calendar months plus one (1) day, twenty-five (25) working days.

Vacation time must be earned before it is used. Each employee will 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; this shall be on a pro-rated basis of one (1) day for each month of service. Unearned vacation time will be deducted from the employee's last pay with any other unearned time that the employee has utilized, if separation of service occurs. Permission may be granted with notice to the Chief or designee for an employee to use vacation days individually.

ARTICLE 12

STAND BY PAY

Section 1: Employees covered by this Agreement serving stand-by duty as heretofore provided, will be paid at the following rate of Two Hundred Twenty-Five Dollars (\$225.00) for any given seven (7) day stand-by period. Any call of duty initiated by a supervisor of employees serving stand-by duty shall be considered authorized overtime and said overtime shall be paid in addition to the stand-by pay. The number of personnel on stand-by at any given time is a matter to be determined solely at the discretion of the Prosecutor.

ARTICLE 13

HEALTH BENEFITS

Section 1:

A. Effective April 1, 1994, the Employer shall provide medical coverage to employees covered by this Agreement 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. This health benefit program is specifically recognized to include full retiree coverage (full family coverage including retiree's family) at the Employer's sole cost and expense.

B. The Employer 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 Employer has no control over or any obligations regarding such changes.

C. Eligible employees may change his/her coverage 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 Employer's expense for the balance of the calendar month in which the leave commences plus up to three 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 Employer to pay for benefits remains limited to the original period of up to four calendar months.

Section 2: The Employer shall provide, at no cost to the employee, a description and explanation of coverage and benefits with instructions as to procedures to be used in making and processing claims thereunder.

Section 3: All employees covered by this Agreement shall be entitled to the benefits of the County Vision Care Program subject to the guidelines established and administered by the Department of Employee Relations – Risk Management Division.

Section 4: There shall be a Family Dental Plan, as follows:

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 Horizon 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. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three (3) members of each family. However, this deductible is not applicable to preventative and diagnostic services as described below.

If the patient utilizes a participating dentist the percentage of coverage indicated next to each class of dental care will prevail:

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

Section 5: Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a comprehensive family prescription plan under the State Health Benefit Plan. Coverage for legend prescription drugs will be provided for the employee, spouse and children to age 23 and will include contraceptives. Employees will be responsible for a \$5.00 co-payment for all brand name drugs (regardless of the availability of a generic substitute) per prescription.

ARTICLE 14

LONGEVITY

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 15

TRANSPORTATION EXPENSES

Employees authorized and required to use privately owned automobiles in work-connected activities shall be reimbursed for expenses incurred at the County's prevailing rate, but not less than thirty-seven cents (\$.37) per mile. Transportation expenses shall be paid on a voucher which shall be submitted on a monthly basis or at such time and in such form as the Employer may require.

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

ARTICLE 16

COLLEGE CREDIT

Section 1: The Employer agrees to pay each employee covered by this Agreement, in addition to his/her annual salary, a monetary educational incentive, payable annually on the following basis:

- A. For an Associate of Arts Degree – Five Hundred Dollars (\$500.00).
- B. For a Bachelor's Degree – Eight Hundred Dollars (\$800.00)
- C. For a M.A. or M.S. Degree – One Thousand Dollars (\$1,000.00)

ARTICLE 17

TUITION REIMBURSEMENT

Employees covered by this Agreement shall be eligible to receive college tuition reimbursement subject to the terms set forth in Appendix B of this Agreement.

ARTICLE 18

GRIEVANCE PROCEDURE

Definitions - A "grievance" is an allegation by any employee or the union that a specific provision of this Agreement has been violated. These grievances only may be submitted to binding arbitration as a final step in the procedure. 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 Prosecutor level and the Prosecutor's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

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

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

"Day" means a calendar day.

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

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

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

Procedures:

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievance shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.
- C. Formal Grievances and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.

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

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

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

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

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

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

Processing – 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.

Step 1 – Immediate Supervisor and/or Chief of Investigators – An employee with a grievance shall first discuss it with his/her immediate superior and the Chief of Investigators, either directly or through the Association's designated representative, with the object of resolving the matter informally. The grievant must initially discuss the grievance within fifteen (15) days of the occurrence of the grievance at this level. Failure to do so shall render the grievance a nullity.

Step 2 – County Prosecutor – If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, *he/she* may file the grievance in writing with the Association within five (5) days after the decision at Step One or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the grievance, the Association shall refer it to the County Prosecutor.

Step 3 – Arbitration – If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 2, or if no decision has been rendered within ten (10) days after the grievance was delivered to the County Prosecutor or fifteen (15) days after the grievance was delivered to the Prosecutor, whichever is sooner, *he/she* may request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

Within ten (10) days after such written notice of submission to arbitration, the Prosecutor and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

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

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

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 Prosecutor'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 will distribute the forms as required.
5. Parties in interest will cooperate, in investigating and providing pertinent information concerning a grievance being processed.
6. Notice of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Prosecutor's premises.

7. The Prosecutor agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Association representative who is an employee of the Prosecutor 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 Prosecutor.

Rights of Employee to Representation

1. Employee and Association – Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.
2. Group Grievance Processing – If, in the judgement of the Association, a grievance which is previously designate as a group or class grievance exists, the Association may submit such grievance in writing to the Chief of Investigators directly and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the grievance, even though the aggrieved person does not wish to do so, provided the grievance is a contractual grievance. If it is a non-contractual grievance, the decision of the Prosecutor in such matters is final and binding.
3. Written Decisions – Decisions rendered at Step 1 which are unsatisfactory to the aggrieved person and all decisions rendered at Step 2 and 3 of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

ARTICLE 19

MANAGEMENT RIGHTS

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

1. All management functions and responsibilities which the Prosecutor has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer the policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of service and maintenance of the facilities and equipment of the Employer.

3. To reprimand, suspend, discharge or otherwise discipline employees for reasonable cause;
4. To hire, promote, transfer, assign, reassign, layoff and recall employees to work;
5. To determine the number of employees and the duties to be performed;
6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department, operation or service;
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Prosecutor;
8. To determine the number, location and operation of divisions, departments, units and all other work groups of the Prosecutor, assignment of work, the qualifications required, the performance standards and the size of composition of the work force;
9. To make or change Prosecutor rules, regulations, policies and resolutions consistent with the specific terms and provisions of this Agreement, consistent with CH 123, PLNJ 1975;
10. And otherwise to generally manage the affairs of the Prosecutor, attain and maintain full operating efficiency and to direct the work force.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Prosecutor, shall only be limited by the language of this clause; and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated.

C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Prosecutor on behalf of the taxpayers and that the Prosecutor cannot bargain away or eliminate any of its managerial rights.

ARTICLE 20

WORK CONTINUITY

A. It is recognized that the need for continued and uninterrupted operation of the Prosecutor's departments and functions is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The bargaining agent and the employees covered by this Agreement covenant and agree that during the term of this Agreement neither the bargaining agent nor any members of the bargaining agent, or any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slow down, walk-out or other job action against the Prosecutor.

C. The Association agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

ARTICLE 21

FULLY BARGAINED PROVISION

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

The article shall be interpreted to incorporate the legal obligation of N.J.S.A. 34:13A-5.3. The parties recognize the applicability of said statute and the requirement that this article be read and consistent with said statute.

ARTICLE 22

SEVERABILITY AND SAVINGS

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

ARTICLE 23

EXTRADITIONS

Section 1: Employees covered by this Agreement will receive compensation for extradition duty in accordance with County policy in effect on March 31, 1987. Said policy provided for four (4) hours overtime pay (at the rate of time and one-half the hourly rate) for extraditions conducted on Mondays through Fridays. For extraditions conducted on holidays or Saturdays or Sundays, compensation shall be provided at the rate of four (4) hours at the overtime rate (time and one-half the hourly rate) and compensatory time on an hour for hour basis. Additionally, the County shall allow up to Seventy-Five Dollars (\$75.00) per diem for lodging, up to Fifty Dollars (\$50.00) per diem for meals and shall reimburse the employee for all other reasonable and necessary expenditures on extraditions.

Section 2: Verification of extradition duty and the exact amount to be paid in each instance will be verified by the Chief of Investigators and the Prosecutor and submitted by voucher for payment.

ARTICLE 24

PERSONAL DAYS

Each employee shall be eligible for three (3) days personal leave per year which may be used for personal business with the permission of the Prosecutor or his/her designee. Personal leave time shall not be accumulated nor be carried over from one contract year to the next, nor shall such time be divisible into units of less than one (1) day. Said leave shall be requested at least forty-eight (48) hours in advance and be submitted in writing to the employee's supervisor as designated by the Prosecutor. No employee may be permitted to take a personal leave without the express permission of the employee's supervisor as designated by the Prosecutor.

ARTICLE 25

WORK RULES AND REGULATIONS

The Prosecutor has established an office policy manual which may be modified at his/her discretion and the discretion of his/her agents, however, the Employer shall provide a ten (10) day notice to employees of any rule or regulation change prior to the time at which compliance would be required.

ARTICLE 26

PERFORMANCE EVALUATION

The Prosecutor reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Performance evaluations will be conducted by the appropriate supervisor and the employee will be provided with a copy of his/her performance evaluation.

Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact that supervisor for an appointment for such discussion.

ARTICLE 27

PRODUCTIVITY PROGRAMS

The Employer and employee agree to cooperate in all efforts by the County to increase productivity. They recognize that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations. They further agree that the Ocean County Prosecutor's Detectives and Investigators Association will assist the County whenever possible, in obtaining funding to implement productivity studies and programs.

ARTICLE 28

DUES CHECK-OFF

The Prosecutor 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 Prosecutor and County 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 Prosecutor in reliance upon salary deduction authorization cards submitted by the Association to the Prosecutor. The Prosecutor will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Association. A list of the names of deductees will be forwarded annually to the Association.

ARTICLE 29

BULLETIN BOARDS

The Association will have access to bulletin boards in work areas where Prosecutor's Detectives and Investigators Association employees are employed. The Association may post notices of Association activities and information pertinent to its collective bargaining relationship with the Prosecutor's Detectives and Investigators Association employees on those bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the Office of the Prosecutor so that the Office of the Prosecutor is always aware of this information.

ARTICLE 30

ASSOCIATION LEAVE

Members of this bargaining unit may use up to a total of 24 aggregate days for Association business leave each year. Employees must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any of the Prosecutor's departments when it is taken. All use of such leave shall be reported to the Association to insure that the employees are actually utilizing this leave for Association business.

ARTICLE 31

INVESTIGATORS – TERMINATION OF EMPLOYMENT

All investigators serve consistent with New Jersey State Law. Notwithstanding the above, employees who have completed two (2) years of service, shall not thereafter be discharged from employment except for just cause upon written charges. Such charges shall be signed by the Prosecutor or his/her designee and served upon the employee, with a copy to the Association. The effective date of any such termination shall not be earlier than 10 days from the date of service of the charge (s). However, the charged employee may be suspended, with or without pay, pending the effective date of termination.

Just cause for termination shall include, but shall not be limited to the following:

1. Neglect of duty;
2. Incompetency or inefficiency or failure to perform duties;
3. Incapacity due to physical or mental condition;
4. Substance abuse/intoxication on duty;

5. Insubordination or breach of discipline;
6. Chronic or excessive absenteeism or tardiness;
7. Commission of any criminal act, or disorderly conduct, or offense, whether or not resulting in conviction;
8. Conduct unbecoming an employee in law enforcement or bringing disrepute upon the Prosecutor's Office;
9. Discrimination that affects equal opportunity, including sexual harassment;
10. Other just cause;

In all circumstances where disciplinary action or termination is taken, the employee shall be entitled to written charges setting forth the reason (s) for the action so taken. The non-contract grievance procedure set out in Article 18 shall provide procedures to contest any such action taken. Such grievances are not subject to binding arbitration and shall end at Step 2 with the decision of the Prosecutor. All aggrieved parties are entitled to all remedies at law.

ARTICLE 32

AGENCY SHOP

The parties agree for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the certified bargaining agent organization shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. 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. This provision shall be retroactive to July 1, 1980.

ARTICLE 33

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise expressly provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by statute, regulation, administrative procedure, policies and practices shall be maintained and continued for the duration of this Agreement. Unless specifically provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any benefit existing on the effective date of this Agreement.

However, it is specifically understood that any COLA provision which appeared in any previous contract is not incorporated in the contract nor is to be considered a retained benefit.

ARTICLE 34

LEGAL AID

The Employer agrees to indemnify each employee covered by this Agreement who was or is a party or is threatened to be made a party to any threatened, pending or contemplated suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she was an employee of the Prosecutor's Office, against any claims, losses, expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding to the full extent permitted under the laws of the State of New Jersey. Expenses incurred in defending a civil or criminal action, suit or proceeding to the extent authorized by the County Prosecutor in accordance with the laws of the State of New Jersey. Nothing herein shall authorize the Employer to pay for punitive or exemplary damages or damage resulting from the commission of a crime. In such case, the employee shall be required to establish that the act or omission upon which the claim or judgment is based occurred within the scope of his/her official action or employment and was not the result of an act or failure to act because of actual malice or willful misconduct.

ARTICLE 35

BEREAVEMENT PROVISION

All employees shall receive up to three (3) days leave in the event of the 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, uncle, common-law spouse, and any other member of the immediate household, such leave being separate and distinct from any other leave time. All 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 of the deceased whenever such requirement appears reasonable. Abuse of the Bereavement Provision shall be cause for disciplinary action.

All employees shall be entitled to a leave of one (1) day in the event of the death of a spouse's aunt, uncle or grandparent.

ARTICLE 36

LEAVE WITHOUT PAY

In the event an employee is on an unpaid leave of absence as a result of exhausting all of his/her sick leave for a bona fide personal illness or injury, the Employer will continue to provide premium payments for hospital, Major Medical, prescription and dental coverage for the balance of the calendar month in which the employee's sick leave is exhausted and for three (3) full calendar months thereafter. At the end of the third full calendar month, if necessary, the employee will be eligible for coverage under COBRA at the same level of benefit as he/she enjoyed as an active employee but with premium payments made by the employee for such continued coverage. COBRA coverage shall continue for a maximum of eighteen (18) additional months beginning with the time the Employer paid insurance coverage has expired. Notwithstanding anything to the contrary, the above benefits shall be effective commencing on the date of complete execution of this Agreement and shall be without retroactive application to any earlier date. This benefit shall apply one (1) time per occurrence of illness or disability and will not be renewed if the employee returns to work and suffers a subsequent relapse or illness or disability related to the original disability giving rise to the benefit. This limitation shall apply notwithstanding the fact that the employee may have only used a portion of the benefit. In the case of consecutive leaves of absence without pay, it is understood and agreed that the responsibility to pay for benefits remains limited to the original period of up to four (4) calendar months.

ARTICLE 37

FAMILY LEAVE

The Association recognizes that the members are covered by a Family Leave Policy maintained by the Employer.

ARTICLE 38

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Prosecutor and may be used for evaluation purposes.

B. Upon advanced notice and at reasonable times, any member of the bargaining unit may review his/her personnel file. However, this appointment for review must be made through the Prosecutor or his/her designated representative and a representative of the Prosecutor shall accompany the employee at all times the employee is reviewing his/her file.

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

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

ARTICLE 39

DURATION

This Agreement shall be in full force and effect from April 1, 2006 through March 31, 2010, or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to the day and year first written above.

ATTEST:

OCEAN COUNTY PROSECUTOR

Thomas Kelaher

ATTEST:

OCEAN COUNTY PROSECUTOR'S
DETECTIVES AND INVESTIGATORS
ASSOCIATION, P.B.A. LOCAL 171:

Kevin R. Schaal, President

APPENDIX A
SALARY GUIDE

	<u>04/01/2006</u>	<u>04/01/2007</u>	<u>04/01/2008</u>	<u>04/01/09</u>
PROBATION	\$30,735	\$31,964	\$33,243	\$34,573
STEP 1	\$41,055	\$42,697	\$44,405	\$46,181
STEP 2	\$41,553	\$43,215	\$44,944	\$46,741
STEP 3	\$48,959	\$50,917	\$52,954	\$55,072
STEP 4	\$53,186	\$55,314	\$57,526	\$59,827
STEP 5	\$60,849	\$63,283	\$65,815	\$68,447
STEP 6	\$62,834	\$65,347	\$67,961	\$70,678
STEP 7	\$65,456	\$68,074	\$70,797	\$73,629
STEP 8	\$70,738	\$73,567	\$76,510	\$79,570
STEP 9	\$76,019	\$79,059	\$82,222	\$85,511

APPENDIX B

TUITION REIMBURSEMENT

A. STATEMENT OF POLICY CONDITIONS AND ELIGIBILITY:

1. Permanent full-time employees may be eligible for tuition reimbursement of eighty percent (80%) of tuition costs up to One Thousand Dollars (\$1,000.00) per semester or Two Thousand Dollars (\$2,000.00) per year.
2. Under no circumstances shall an employee be obligated to reimburse for any educational expenses except tuition; with travel, fees, textbooks, materials and other non-tuition items specifically excluded.
3. The Department Head will approve of the courses in advance and certify that they are directly related to improving the performance of the County employee in his/her job classification and that funds exist in the departmental budget for the expenses to be incurred,
4. Courses taken will be offered by institutions of higher learning in New Jersey, vocational and adult schools, the Public Service Institute and other courses sponsored by federal, state and local governments.
5. Reimbursement will be contingent upon successful completion of the coursed as evidenced by a certificate or grade report which will accompany the voucher. Successful completion is defined as a final grade of C or better.
6. Except in unusual circumstances, approval will not be granted for courses which required the employee to be absent during the normal work hours for County employees.
7. The candidate for an Associate Degree, Bachelor Degree or an advanced degree who expects at least fifty percent (50%) of the expenses to be borne by the Ocean County Government will be required to sign an Agreement that he/she will not leave employment of the County Government for a one-year period after receiving that degree.

B. PROCEDURES:

1. Prior to registration for the course, application form ER134 will be filled out in triplicate by the employee.

APPENDIX B

TUITION REIMBURSEMENT (Continued)

2. The employee will indicate whether the course is in a degree or non-degree program.
3. If the Department has approved the application, it will be forwarded to the Department of Employee Relations. Upon approval of the Department of Employee Relations, one copy will be returned to the applicant, one to the Department Head and one will be retained in the personnel file of the applicant.
4. Upon successful completion of the courses, the applicant will prepare a purchase requisition reflecting the cost incurred for tuition and attach the approved application form and documentation indicating successful completion of the course to the purchase requisition and forward to the Finance Department for payment.
5. Notification will also be provided by the employee to the Department Head and Department of Employee Relations that the course has been successfully completed.

MEMORANDUM OF AGREEMENT

The parties agree in accordance with Article 5 – Section 1 the hours of the members of this bargaining unit shall increase to forty (40) hours on September 7, 2006.

Appendix A will be modified to reflect the changes in additional hours, as attached.

PROSECUTOR'S DETECTIVES AND INVESTIGATORS – Modified

APPENDIX A

	<u>09/07/06</u>	<u>04/01/07</u>	<u>04/01/08</u>	<u>04/01/09</u>
PROBATION	\$32,794	\$34,106	\$35,470	\$36,889
STEP 1	\$43,806	\$45,558	\$47,380	\$49,275
STEP 2	\$44,337	\$46,110	\$47,955	\$49,873
STEP 3	\$52,239	\$54,329	\$56,502	\$58,762
STEP 4	\$56,749	\$59,019	\$61,380	\$63,835
STEP 5	\$64,926	\$67,523	\$70,224	\$73,033
STEP 6	\$67,044	\$69,726	\$72,515	\$75,415
STEP 7	\$69,842	\$72,635	\$75,541	\$78,562
STEP 8	\$75,477	\$78,497	\$81,636	\$84,902
STEP 9	\$81,112	\$84,357	\$87,731	\$91,240

