

2112

CONTRACT

BETWEEN

**THE OCEAN COUNTY PROSECUTOR
EMPLOYER**

AND

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

REPRESENTING

PROSECUTOR CLERICAL EMPLOYEES

APRIL 1, 1998 – MARCH 31, 2000

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AGREEMENT

This Agreement, effective the first day of April, 1998, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board" or "County", The Prosecutor, hereinafter referred to as the "Employer", and the Office and Professional Employees International Union, Local #32, A.F. of L. - C.I.O. - C.L.C., representing Prosecutor's Clerical employees hereinafter referred to as "Union."

ARTICLE 1

PURPOSE

The purpose of this Agreement is to set forth herein all negotiable terms and conditions of employment.

ARTICLE 2

RECOGNITION OF UNION

The Employer recognizes the O.P.E.I.U., Local #32, A.F. of L. - C.I.O. - C.L.C. as the exclusive representative of all White Collar employees of the Prosecutor's Office. Said Union is permitted to negotiate with the Employer for the purposes provided for under Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours and those terms and conditions of employment permitted by said statutes. This Agreement specifically excludes employees represented by Supervisory and all other employees.

ARTICLE 3

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the Laws and Constitutions 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 Employer has not expressly modified or restricted by a specific provision of this Agreement.

2. The right to establish and administer policies and procedures related to personnel matters, Employer control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.

3. To reprimand, suspend, discharge or otherwise discipline employees.

4. To hire, promote, transfer, assign, re-assign, lay-off and recall employees to work.

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

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

7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Employer.

8. To determine the number, location and operation of divisions, departments, work sections and all other work units of the Employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.

9. To subcontract for any existing or future services as determined necessary by the Board. In the event the Employer subcontracts work out, every attempt will be made to transfer said employee's to work he/she is currently performing or work he/she is capable of performing at no loss of pay where possible.

10. To make or change Employer rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.

11. And otherwise to generally manage the affairs of the Employer, attain and maintain full operating efficiency and productivity and to direct the work force.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer shall only be limited by the language of this agreement.

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 Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights. Therefore, no grievances may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Employer or any of its authorized managerial executives or supervisory personnel.

ARTICLE 4

NO STRIKE CLAUSE

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

The Union agrees that if any type of concerted activity occurs as noted above, the Union will immediately take all necessary steps to terminate such activities and will condemn such activities.

No lockout of employees shall be instituted or supported by the County during the term of this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

1. Definitions

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

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

C. Nothing in this procedure shall preclude an employee from exercising his/her legal or New Jersey Department of Personnel rights.

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

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

F. "Day" means workday.

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

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

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

2. Procedures

A. Grievances shall be processed promptly and expeditiously.

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

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

D. 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.

E. Grievance may only be advanced by Step 2 or higher by Union Officers or Shop Stewards.

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

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

H. Failure by the Chief Clerk to issue a decision within the specified time limits 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.

3. Processing

A. Time Limit - The number of work 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.

All grievances shall be discussed with the immediate supervisor prior to submission of a written statement as required below. However, to be timely filed, the written statement required below must be filed within fifteen (15) work days of the occurrence of the grievance.

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

C. Step 2 - If the grievant is dissatisfied with the answer submitted by the Chief Clerk during the Step 1 of this process, then the Union Representative may appeal the Chief Clerk's written answer within seven (7) work days after receipt of the answer at the first step by the grievant.

The Prosecutor or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the Union Representative within seven (7) work days of the submission of the grievance at Step 2.

Step 3- If the grievant is still dissatisfied with the answer received from the Prosecutor and the grievance is a matter of contract violation, then the grievance may be submitted to arbitration in accordance with the procedure outlined below:

1. Within twenty (20) work days of the decision of the Prosecutor, the Union Representative may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employer

2. Within five (5) work days of such notice, the Union Representative shall request a list of arbitrators from the New Jersey Public Employment Relations Commission.

3. Within five (5) work days of the receipt of such list, an arbitrator shall be selected by alternately striking names from the list; the Union Representative striking first. If the arbitrator is unable to serve, another list shall be requested and the process repeated, unless the time is extended by mutual agreement.

4. Within twenty (20) work days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.

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

6. The arbitrator shall have no power to add to, subtract from or alter the language of this Agreement. He/she shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that do not constitute violations of this Agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.

7. The arbitrator shall have no power to make an award or, in any matter which is not within the Employer's power to implement, including monetary awards, require appropriations from governmental agencies other than the Board of Chosen Freeholders or the Prosecutor.

8. The arbitrator's decision shall be binding on all parties on matters regarding violations of the contract, except that if his/her decision requires Legislative action, such decisions shall be effective only if such legislation is enacted.

9. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

10. An arbitrator shall be empowered to hear only one grievance for each appointment he/she receives; provided, however, that in the event there is more than one grievance presented and the grievances arise out of the same set of facts or involve the same materially and substantially identical issues, a single arbitrator shall be empowered to adjudicate all such grievances. It is expressly understood and agreed that the grievance procedure shall be the sole and exclusive remedy for all grievances which are arbitrable under this Agreement.

4. 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 Board'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.

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

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

7. The Employer 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) Union Representative and witnesses who are employees of the Employer throughout the grievance procedure. However, no employees or officials will be permitted to investigate or process grievances during working hours without the approval of the Chief Clerk or the Prosecutor.

ARTICLE 6

EMPLOYEE MANUALS

For informational purposes, Personnel Handbooks have been prepared and distributed by the Department of Employee Relations to all employees in the bargaining unit.

ARTICLE 7

NON-DISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination.

ARTICLE 8

HOLIDAYS

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

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 Employer will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders takes an official action to declare an extra holiday. Employees working on any of the above days shall receive overtime pay at a rate of time and one-half (1 ½ X) for all hours worked plus one (1) day straight time wages.

ARTICLE 9

LONGEVITY PAY

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 10

BEREAVEMENT PROVISION

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

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

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

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

ARTICLE 11

PERSONAL LEAVE

Each employee may be eligible for three (3) days Personal Leave which may be used for personal business which cannot be conducted after the work day. Use of personal days shall require forty-eight (48) hours notice, except in the case of any emergency.

The employee must have the permission of his/her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative. Personal Leave shall not be unreasonably denied.

For new employees in their first calendar year of service, Personal Leave shall be earned, in hours, as follows:

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

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

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

ARTICLE 12

DUES CHECKOFF

Following the successful completion of the ninety (90) day working test period, the employer agrees to deduct from the earnings of each employee union member dues, initiation fees and special assessments when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the Employer against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Union to the Employer. The Employer will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union Local 32. A list of the names of deductees will be forwarded annually.

The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the O.P.E.I.U. Local 32 shall pay an agency shop fee up to the maximum allowed by law based on the dues, initiation fees and special assessments of the Union. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the Union. The Union agrees to save the employer harmless from any and all actions it takes under this Article.

ARTICLE 13

VACATION TIME

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

1. For an employee with no more than twelve (12) months of service....one (1) day, in hours, for each calendar month employed.
2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years....twelve (12) working days, in hours, per year.
3. For an employee who has served four (4) years and one (1) day up to eleven (11) years....fifteen (15) working days, in hours, per year.
4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years....twenty (20) working days, in hours, per year.
5. For an employee who has served nineteen (19) years and one (1) day....twenty-five (25) working days, in hours, per year.

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

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

ARTICLE 14

SICK LEAVE

Sick Leave shall be accumulated at the rate of one and one-quarter (1 and 1/4) days per month, credited in hours, in the first twelve months of service, commencing on the first month or major portion thereof from day of hire. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, Sick Leave during the first three (3) months of employment. Employees who are not retained at the conclusion of the three (3) month period shall not be entitled to any leave accumulated during that time.

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

It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year and the total number of sick hours, pro-rated, shall be credited to the employee in hours. If separation occurs before the end of the year and more Sick Leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick Leave may accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation shall not be charged to Sick Leave. Paid holidays occurring during a period of Sick Leave shall not be chargeable to Sick Leave.

Employees in this bargaining unit are eligible for coverage under the County's Reimbursement for Sick Days at Retirement Policy. This Policy provides for the reimbursement of unused sick hours at retirement on the basis of one-half pay for each earned and unused sick day to a maximum of \$12,000. Employees are responsible for following all of the conditions and controls of this policy and all forms pertinent to the policy must be filled out and submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences.

SICK LEAVE BUY-BACK PROGRAM (effective January 1st. 1999)

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.

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 four hundred fifty (450) hours of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made.
5. Must have used not more than fifty-two hours and thirty min. (52.30) of sick leave during the calendar year which concludes on December 31, of the year preceding the year during which payments will be made.

How the Program Works:

1. During January of each year, an eligible employee must request in writing (on a form designed for that purpose) that he/she be compensated for between thirty (30) and sixty (60) hours (inclusive) of earned and unused sick leave.
2. Compensation shall be computed at the rate of Sixty five percent (65%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th of each year.
3. 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 rules and regulations.

ARTICLE 15

UNION LEAVE

Members of the bargaining unit may use up to a total of fifteen (15) days (10 paid and 5 unpaid) for Union business leave during each subsequent contract year. Union Officers or Shop Stewards must request utilization of the leave from the Prosecutor at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for Union business. Use of Union Leave must directly pertain to the Prosecutor's Clerical employees represented by this contract. Joint County/Union discussions, authorized by the Director of Employee Relations or the Prosecutor about matters of mutual concern, shall not be applied against this benefit.

ARTICLE 16

SEVERABILITY CLAUSE

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

ARTICLE 17

PRODUCTIVITY

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

ARTICLE 18

VISION CARE

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

ARTICLE 19

CALL-IN PAY

Any employee who leaves his/her work station and is required to return to work from his/her home shall be compensated with a guarantee of three (3) hours work upon the employee's return to his/her work location for the call-in work assignment. No employee will be paid less than three (3) hours wages for the three (3) hour period at the applicable rate at the time of call-in.

ARTICLE 20

OVERTIME

All employees shall be expected to complete their work in the time allotted during the normal working day. Any forty (40) hour per week employee scheduled to work beyond his/her regularly scheduled work day shall be paid at the rate of one and one-half (1 1/2X) times their base pay after the completion of eight (8) hours work in any scheduled work day or forty (40) hours in any scheduled work week.

Employees who work less than a forty (40) hour per week schedule, i.e. 35 hours, 37.5 hours shall receive straight time compensation for hours worked up to forty (40) hours inclusive in a work week. Any hours worked passed forty (40) hours in a work week shall be compensated at one and one-half (1.1/2X) times their base pay.

If an employee is required to work on a Saturday or Sunday, unless those days are part of the employee's normal work week or schedule, he/she shall receive overtime compensation for hours worked on the weekend at the rate of one and one-half (1.1/2X) times the base hourly wage. This provision shall also apply to permanent part-time employees who are members of this bargaining unit.

At the request of the employee and with the prior approval of the Department Head, the employee may receive compensatory time at the applicable rate.

Overtime opportunities shall be afforded members of the bargaining group consistent with Article 25 - Seniority. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obligated to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work.

ARTICLE 21

JOB CLASSIFICATION

A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth for his/her applicable classification under the New Jersey Department of Personnel job descriptions.

B. An employee's permanent applicable job classification shall not include a combination of New Jersey Department of Personnel job descriptions.

C. Definitions of transfers and re-assignments shall be in accordance with those contained in the New Jersey Department of Personnel Rules.

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

E. In the event a member of this bargaining unit is assigned to perform work in a supervisory title (WCS), the daily out-of-title rate shall be based upon that employee's regular base salary plus \$2,000. This rate is payable for all days members of the bargaining unit are assigned to a supervisory title, retroactive to the first day of such service, once the two (2) day requirement has been satisfied.

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

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

ARTICLE 22

TUITION REIMBURSEMENT

A. Statement of Policy Conditions and Eligibility:

1. Permanent full-time employees may be eligible for tuition reimbursement of eighty (80) percent of tuition cost up to Five Hundred Dollars (\$500) per semester or One Thousand Dollars (\$1,000) per year.

2. Under no circumstances shall an employer be obligated to reimburse for any educational expense 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 course 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 require 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 of the expenses to be borne by the Ocean County government will be required to sign an agreement indicating that he/she will not leave the 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.
2. The employee will indicate whether the course is in a degree or non-degree program.
3. If the department had 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.

ARTICLE 23

PROMOTIONAL REMUNERATION

Any employee who receives a promotion within the bargaining unit shall receive an increase of \$1,100., effective on the date of promotion.

Effective upon the execution of this Agreement, any employee who receives a promotion within the bargaining unit shall receive an increase of \$1,250. effective on the date of promotion.

ARTICLE 24

SENIORITY

A. All employees are to be notified of promotional opportunities and vacancies prior to filling a position.

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

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

C. The employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by the New Jersey Department of Personnel's laws and who are subsequently certified by the New Jersey Department of Personnel. In all instances, employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job as determined by the Employee Relations Director. A job description shall accompany all posted promotions.

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

E. Vacations - Whenever more than one employee requests vacation at a job location at any particular time, the Prosecutor shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. No employee will be permitted to take a vacation during the peak period of work for his/her department. Peak periods will be designated by the administration each year. A White Collar employee, regardless of title, who shall be transferred into this Unit, is to be placed at the bottom of the list for bidding for vacation selection.

ARTICLE 25

MILEAGE

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

ARTICLE 26

PERSONNEL FILES

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

The County shall honor the request of the employee for copies of documents in the file. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to them. Such response will be included in the relevant permanent personnel file or supplementary personnel file and will be attached to and retained with the documents in question. If any material, derogatory or adverse to an employee is placed in the employee personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin shall be used against an employee.

ARTICLE 27

ASSOCIATION LIAISON

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

ARTICLE 28

NIGHT DIFFERENTIAL

Night Differential of eight percent (8%) will be paid to any White Collar employees whose permanent shift begins after 2:00 P.M.

ARTICLE 29

WORK HOURS

As of April 1, 1997 the work week is 37 ½ hours. The Prosecutor shall have the option of selecting a work week of either 35, 37 ½ or 40 hours. For each additional 2 ½ hours worked per week the employee shall receive a 7.5% increase on their base salary. The Prosecutor shall retain the right to adjust the regular work week to a greater or lesser number of hours. The base salaries for employees whose regular work week is so adjusted shall be expanded or contracted by 7.5% of the base salary for each 2 ½ hours the work week is correspondingly lengthened or shortened. Prosecutor employees work hours will be set by the Prosecutor and will continue to include the one-half hour unpaid daily lunch they currently receive, as well as two fifteen minute paid rest periods daily, one in the morning and one in the afternoon.

ARTICLE 30

HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT BENEFITS

All members covered by this bargaining unit and working thirty-two and one-half (32.5) hours or more shall be permitted to enroll in health benefits two (2) months from their date of hire.

A. The County of Ocean shall provide medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P. L. 1974, as amended by Chapter 436 P. L. 1081. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits including re-establishing the benchmark threshold. Qualified retirees shall be provided health insurance benefits in a manner consistent to those afforded to active employees, pursuant to the provisions of Chapter 88, P. L. 1974 as the same may be amended from time to time.

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

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

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

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

ARTICLE 31

FAMILY DENTAL PLAN

All members covered by this bargaining unit and working thirty-two and one-half (32.5) hours or more shall be permitted to enroll after the first of the month following three (3) full months of employment in a Family Dental Plan.

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 for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic services described below:

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

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

ARTICLE 32

RIGHTS AND PRIVILEGES OF THE UNION

A. The County agrees to make available to the Union all public information needed to process any grievance or complaint between the County and the Union.

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

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

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

E. Employees who are subject to interviews which they reasonably believe may lead to disciplinary action against them shall have the right to request the presence of a Union Representative at such interviews.

ARTICLE 33

SALARY

A. Effective April 1, 1998 The minimum salaries for titles covered by this agreement shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

B. Effective April 1, 1998 employees in the bargaining unit shall receive a three and one half-percent(3.5%) or one thousand dollars (\$1,000.) increase whichever is greater applied to their March 31, 1998 base salary.

C. Effective April 1, 1999 employees in the bargaining unit shall receive a four percent (4.0%) increase applied to their March 31, 1999 base salary.

ARTICLE 34

FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

ARTICLE 35

DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 1998 except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2000, or until execution of a successor Agreement.

The parties agree that negotiations for a successor Agreement and the modifying, amending or altering of any terms of this Agreement shall commence no later than January 31, 2000. It is understood that the Union is seeking a successor Agreement commencing from April 1, 2000. It is further agreed that all provisions of this Agreement will be held binding until a successor Agreement is signed.

ATTEST;




Daniel J. Hennessy
Clerk of The Board
Of Freeholders



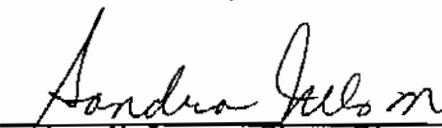
James F. Lacey,
Freeholder Director



E. David Millard
Ocean County Prosecutor



Patrick Tully
Business Manager OPEIU Local 32



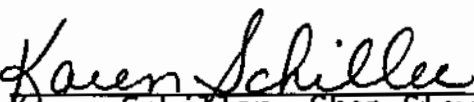
Sandra Nelson, Shop Steward



Nancy Berrien, Shop Steward



Rebecca Fullerton, Shop Steward



Karen Schiller, Shop Steward

APPENDIX A

YEAR/TITLE	HOURS	<u>SECTION A</u> 35	37 ½	40
1998		\$13,523.	\$14,489.	\$15,456.
1999		\$13,959.	\$14,957.	\$15,956.
Clerk				

SECTION B

1998		\$13,796.	\$14,781.	\$15,768.
1999		\$14,232.	\$15,249.	\$16,268.
Clerk Typist				
Senior Clerk				
Receptionist Typing/Tele Oper				

SECTION C

1998		\$14,323.	\$15,347.	\$16,371.
1999		\$14,760.	\$15,815.	\$16,871.
Senior Clerk Typist				

YEAR/TITLE	HOURS	<u>SECTION D</u>		
		35	37 ½	40
1998		\$14,869.	\$15,932	\$16,995.
1999		\$15,306.	\$16,400.	\$17,495.

Senior Account Clerk

Senior Account Clerk Typing

Senior Clerk Stenographer

YEAR/TITLE	HOURS	<u>SECTION E</u>		
		35	37 ½	40
1998		\$15,670.	\$16,790.	\$17,910.
1999		\$16,107.	\$17,258.	\$18,410.

Principal Account Clerk Typing

Principal Clerk

Principal Clerk Stenographer

Principal Clerk Typist

Extradition & Indictment c/t

