

Contract no. 952

1

AGREEMENT

AMONG

COUNTY OF OCEAN

AND

OCEAN COUNTY PROSECUTOR

AND

OCEAN COUNTY PROSECUTOR'S DETECTIVES AND INVESTIGATORS ASSOCIATION

April 1, 1991 - March 31, 1994

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PREAMBLE

This Agreement, made this 20th day of October 1992, 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, 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 I

RECOGNITION OF ASSOCIATION

Section 1: The employer recognizes the Ocean County Prosecutor's Detectives and Investigators Association 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 Count Detective or County Investigator or Juvenile Investigators and employed by the Ocean County Prosecutor's Office. Supervisory employees not included in the bargaining unit are those of the following rank: Sergeant, Detective Lieutenant, Detective Captain, Detective Chief and the Chief of County Detectives.

ARTICLE II

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 III

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 lunch periods.

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 a needed basis; and an employee placed on stand-by duty shall remain alert, available and on call from the conclusion of his or her active duty work day until the beginning of his or 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 employees' supervisor. Monetary compensation for such stand-by duty shall be paid as hereinafter provided.

ARTICLE IV

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 hereinafter 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 V

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 1/2) hours per week. However, should the employers, in their 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 or his designee.

ARTICLE VI

SALARY

Effective April 1, 1991 -

Step 1 - \$23,000.	Cannon, Garris, Kertesz, Maxwell, Nevil, Wright
Step 2 - \$25,000.	Abrams, Jimenez, Kurmin, Parise, Vogt
Step 3 - \$27,500.	Behrens, Burke, Cowdrick, Hayes, Kaye, Lightbody, Lyon, Milana, Mount, Pokorny
Step 4 - \$30,000.	Bernabe, Bradford, Lazzaro, Mills, Pyper Rose, Senatore, Walton
Step 5 - \$33,000.	Bissey, Mohel, Peck, Royle
Step 6 - \$35,500.	Hester, Swallow, Urie
Step 7 - \$38,250.	Harper, Palladino

Effective April 1, 1992, employees shall remain on 4/1/91 step which will be adjusted as follows:

Step 1 - \$24,000.
Step 2 - \$26,500.
Step 3 - \$29,000.
Step 4 - \$31,500.
Step 5 - \$34,500.
Step 6 - \$36,000.
Step 7 - \$40,750.

Effective April 1, 1993, employees shall remain on 4/1/92 step which will be adjusted as follows:

Step 1 - \$26,000.
Step 2 - \$28,000.
Step 3 - \$31,000.
Step 4 - \$33,500.
Step 5 - \$36,000.
Step 6 - \$38,500.
Step 7 - \$43,000.

Effective 10/1/93, employees will advance one (1) step on the 4/1/93 salary guide, except for those who on 4/1/93 were at Step 7.

Effective April 1 of each year of this contract, the following off-guide employees shall receive a \$2,000. base salary adjustment:

Brandt
Krol

Kilpatrick
Stutski

The 4/1/93 salary guide set forth above shall be an automatic annual step guide with movement from one step to the next effective April 1 of each year subsequent to 4/1/93.

ARTICLE VII

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 Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Thanksgiving Friday
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 XI of this Agreement.

ARTICLE VIII

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 his 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.

Section 5: The employer agrees to pay employees at their regular rate of pay during periods of job connected disability due to illness, injury or recuperation therefrom for a maximum period of sixty (60) days from the date of such disability, provided such employee is incapable of performing his duties as an employee and that such disability is established by a competent physician. The employer retains the right in its discretion to extend this period of this payment for such job connected disability due to illness or injury beyond sixty (60) days.

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 \$12,000. 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 IX

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 1/2x) 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 shall be received on a time and one-half basis for each hour worked.

ARTICLE X

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 Clerk for an employee to use vacation days individually.

ARTICLE XI

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 One Hundred Twenty-Five Dollars (\$125.00) 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 wholly at the discretion of the Prosecutor.

ARTICLE XII

HEALTH BENEFITS

Section 1: The employer shall provide, at no cost to present employees, health, medical, hospitalization and medical-surgical insurance coverage with extended benefits and major medical insurance coverage. New employees shall become eligible for these coverages after the first of the month following three (3) full months of employment.

The Board agrees to continue Blue Cross, Blue Shield and Major Medical coverage, or Medigroup Shoreline HMO, or such other medical plan as may hereafter be substituted in accordance with the terms of this Agreement, for members of this bargaining unit who take a PERS or PFRS retirement, as set forth below.

The Board agrees to continue Blue Cross/Blue Shield and Major Medical coverage or Medigroup Shoreline HMO, or such other medical plan as may hereafter be substitute in accordance with the terms of this Agreement plus the Family Prescription Plan, for members of this bargaining unit who take a PERS or PFRS retirement after twenty-five (25) or more years of service to Ocean County. Coverage will continue through the balance of the calendar year during which the retirement becomes effective and for two (2) full calendar years thereafter. For example, if an eligible employee retires in April 1991, extended coverage will continue through December 31, 1993.

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

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

Section 2: The employer shall provide, at no cost to the employee, a description and explanation of coverages 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

Insurance and Risk Management.

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 Blue Cross/Blue Shield or other suitable dental care provider; provided, however, that any employee with three or more months of service with the County of Ocean as of the effective date of this plan shall be covered immediately.

The Family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three (3) members of each family. However, this deductible is not applicable to preventative and diagnostic services as described below.

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

- 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 6: Effective January 1, 1988, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a family prescription plan contracted for with Blue Cross/Blue Shield or another suitable provider. Coverage will be for the employee, spouse, and children to age 23 and will include oral contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

Effective January 1, 1993, 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. 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 \$3.00 co-payment for generic equivalent drugs and a \$6.00 co-payment for all brand name drugs (regardless of the availability of a generic substitute) per prescription.

ARTICLE XIII

LONGEVITY

Longevity pay for all classified permanent employees with ten (10) or more years of continuous and unbroken service to the County of Ocean will be based upon the schedule set forth below:

10 years	3.5% of base salary
15 years	4.6% of base salary
20 years	5.7% of base salary
25 years	6.0% of base salary
30 years	7.0% of base salary

Effective January 1, 1993, 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 XIV

TRANSPORTATION EXPENSES

Employees authorized and required to use privately owned automobiles in work-connected activities shall be reimbursed for expenses incurred at the rate of twenty-five cents (\$.25) per mile. Transportation expenses shall be paid on 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 County Department of Insurance & Risk Management before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance regulations.

ARTICLE XV

CLOTHING ALLOWANCE

Each employee shall receive payment of Nine Hundred Dollars (\$900.00) per contract year for the purchase of his or her clothing. For each contract year, the payment shall be made in two installments of Four Hundred Fifty Dollars (\$450.00) each, the first of which shall be payable on or before June 1 and the second on or before December 1 of each year.

It is understood and agreed by and between the parties that these payments shall be paid as separate checks and shall not be made part of the regular salary checks normally issued on or about June 1st or December 1st of each contract year.

ARTICLE XVI

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 - Three Hundred Fifty Dollars (\$350.00)
- B. For a Bachelor's Degree - Six Hundred Dollars (\$600.00)
- C. For a M.A. or M.S. Degree - Eight Hundred Dollars (\$800.00)

ARTICLE XVII

TUITION REIMBURSEMENT

Effective April 1, 1989, members of this bargaining unit are eligible to be reimbursed for college tuition, subject to the Ocean County Tuition Reimbursement Policy (ER 701-86).

ARTICLE XVIII

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 the 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 County Detectives - An employee with a grievance shall first discuss it with his/her immediate superior and the Chief of Detectives, 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 grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he 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 or 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 County 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 County 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. The arbitrator's decision shall be in writing and shall set forth his 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 costs 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 County 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 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. The Union and Employee Relations Director will distribute the forms as they require.

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 Board's premises.

7. The Board 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 who is an employee of the Board 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 Employee Relations Director.

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 designated as a group or class grievance exists, the Association may submit such grievance in writing to the Chief of Detectives 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 procedures 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 XIX

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 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 XX

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 XXI

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.

ARTICLE XXII

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 or 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 XXIII

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 Fifty Dollars (\$50.00) per diem for lodging, up to Twenty-Five Dollars (\$25.00) 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 County Detectives and the Prosecutor and submitted by voucher for payment.

ARTICLE XXIV

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 designee. Personal leave time shall not be accumulated nor carry 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 XXV

WORK RULES AND REGULATIONS

The Prosecutor may establish, at his discretion and the discretion of his agents, reasonable rules and regulations for the operation of the department.

ARTICLE XXVI

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 XXVII

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 XXVIII

DUES CHECK-OFF

The Prosecutor agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deduction in writing. The union 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 union 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 XXIX

BULLETIN BOARDS

The association will have access to bulletin boards in work areas where Prosecutor's Detective 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 Detective 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 XXX

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 XXXI

INVESTIGATORS - TERMINATION OF EMPLOYMENT

This Article is procedural and is not meant to diminish the statutory rights of the Prosecutor. Investigators appointed to employment in the Ocean County Prosecutor's Office shall for the first year of such employment have their performance evaluated on no less than two occasions. The first evaluation shall take place at the end of the sixty (6th) month of employment, and the second evaluation shall take place at the end of the eleventh (11th) month of employment. The Prosecutor shall decide within thirty (30) days of the second evaluation whether or not to retain said Investigator as an employee of the Ocean County Prosecutor's Office.

An Investigator retained as an employee of the Ocean County Prosecutor's Office after the completion of one year of such employment shall not thereafter be discharged except for just cause upon written charges.

Such written charges shall be served personally upon the Investigator and signed by the Prosecutor and the effective date of termination shall not be earlier than ten (10) working days from the date of such service. In the event personal service is not possible, the written charges shall be mailed to the residence address of the Investigator as contained in the records of the Ocean County Prosecutor's Office and the effective date of termination shall not be earlier than ten (10) working days from the date of mailing.

Any one of the following shall be cause for termination, although termination may be made for sufficient cause other than those listed:

1. Neglect of duty
2. Incompetency or inefficiency
3. Incapacity due to mental or physical disability
4. Insubordination or serious breach of discipline
5. Intoxication while on duty
6. Chronic or excessive absenteeism
7. The commission of any criminal act or offense
8. Conduct unbecoming an employee in law enforcement

Investigators who are terminated after one year of employment in the Ocean County Prosecutor's Office shall have the right to challenge the existence of just cause for termination through the following grievance procedure:

1. Within ten (10) days of receipt of notice of termination, the employee shall notify the Prosecutor and the Association in writing that he wishes to invoke the grievance procedure.

2. Within seven (7) days of receipt of such notice, a hearing shall take place before the Investigator Termination Hearing Committee, which committee shall consist of the following members: A designee from the Association; a Lieutenant of County Detectives who shall not be the Investigator's supervisor; and the First Assistant Prosecutor.

At the hearing before the Committee, both the employer and employee shall submit the factual basis upon which they support their position. The committee may, if it chooses, call witnesses and examine any documentation that is available.

Within five (5) days of the conclusion of the hearing, the Committee shall submit a written decision to both the Employer, the Employee, and the Association, which decision may take any of the following three forms:

- a. Termination upheld
- b. Termination not warranted
- c. A recommendation of some penalty short of termination

3. Within seven (7) days of receipt of the Committee's decision; either the Employer or the employee may, if dissatisfied therewith, notify in writing the other party, the Association and the Committee that the decision is unacceptable and that said party requests the matter be submitted to binding arbitration.

4. The parties to this Agreement hereby designate PERC as the arbitration authority and submit to its rules, regulations and procedures for selection of an arbitrator and submission of the matter. The party requesting submission of the matter to arbitration

shall within five (5) days of such request notify in writing PERC that the arbitration provisions of the contract are being invoked and request that the selection process for an arbitrator be commenced. A copy of such notification shall be sent to the other party and the Association. The matter shall thereafter be concluded in accord with the prevailing procedures of PERC and the decision of the arbitrator shall be binding on all parties. The cost of arbitration shall be shared equally by the employer and the employee.

It is hereby agreed for the purposes of this Article that the dates of employment contained in the official records of the County of Ocean for each Investigator is the effective date giving rise to rights and responsibilities hereunder.

It is further agreed that nothing contained in this Article shall affect the right of the Prosecutor to suspend an Investigator without pay for a period of not more than fifteen (15) days in any given calendar year.

ARTICLE XXXII

AGENCY SHOP

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 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 XXXIII

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 XXXIV

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 XXXV

LEAVE WITHOUT PAY

In the event an employee is on an unpaid leave of absence as a result of exhausting all of his or her sick leave for a bonafide 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 or 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 XXXVI

MATERNITY LEAVE

Sick leave, with pay, may be taken for a period of disability due to pregnancy for a period of up to the number of accumulated sick days for which the employee is medically unable to work as verified by her treating physician. When accumulated sick leave is exhausted, accumulated vacation time, personal leave, and compensatory time may also be utilized. Such other leave time may be used in the alternative prior to the usage of sick leave at the employee's option.

When returning from such leave, the employee shall submit to her Supervisor medical certifications stating her fitness to resume her normal job duties.

Leave without pay may be honored when warranted by the Prosecutor in his sole discretion for a period of three (3) months. Such a leave of absence without pay may subsequently be renewed thereafter for three (3) month intervals for an aggregate not to exceed twelve (12) months. Employees granted leaves of absence without pay shall have annual sick leave and vacation credit reduced on a pro-rated basis for every full month that the employee is on such leave without pay.

ARTICLE XXXVII

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 personnel file. However, this appointment for review must be made through the Prosecutor or his designated representative and a representative of the Prosecutor shall accompany the employee at all times the employee is reviewing his file.

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

DURATION

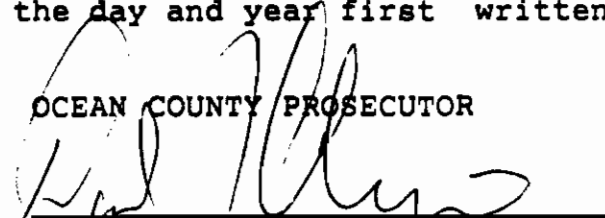
This Agreement shall be in full force and effect from April 1, 1991 until March 31, 1994, or until execution of a successor agreement.

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

ATTEST:

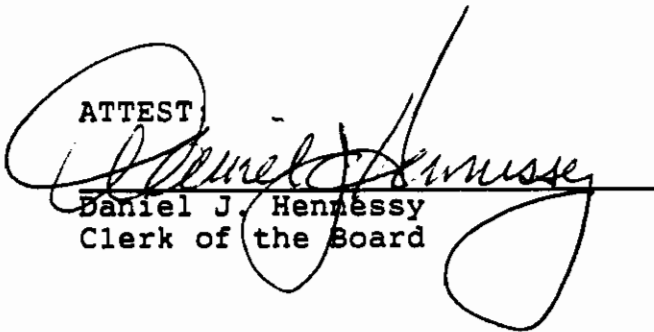


OCEAN COUNTY PROSECUTOR



Daniel J. Carluccio

ATTEST:



Daniel J. Hennessy
Clerk of the Board

OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS

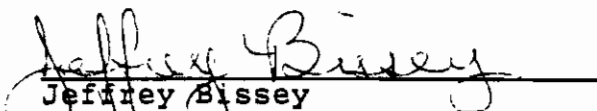


John C. Bartlett, Jr.
Director

ATTEST:



OCEAN COUNTY PROSECUTOR'S
DETECTIVES AND INVESTIGATORS
ASSOCIATION



Jeffrey Bissey
President

