

CONTRACT

BETWEEN

OCEAN COUNTY PROSECUTOR

EMPLOYER

AND

OCEAN COUNTY PROSECUTOR'S OFFICE CLERICAL

ASSOCIATION

REPRESENTING

PROSECUTOR CLERICAL EMPLOYEES

APRIL 1, 2004 - MARCH 31, 2008

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AGREEMENT

This Agreement, effective the 13th day of May 2004, has been negotiated between the Ocean County Prosecutor, hereinafter referred to as the "Employer", and the Ocean County Prosecutor's Office Clerical Association 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 Ocean County Prosecutor's Office Clerical Association 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 includes all non-supervisory White Collar employees employed by the Ocean County Prosecutor's Office and excludes managerial executives, confidential employees, supervisors within the meaning of the Act, professional employees, police, casual employees and all other employees of the Ocean County Prosecutor's Office.

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.

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 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.

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.

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. In the event that the grievance directly pertains to the Chief Clerk the matter in dispute will be advanced to Step 2 of the Grievance Procedure.

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.

D. 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.

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

Personnel Handbooks and an Office Policy Manual have been prepared and distributed to all employees within the bargaining unit. Should information contained within these documents conflict with the provisions of this collective bargaining agreement, the collective bargaining agreement prevails.

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

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

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 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. Effective upon the execution of this contract, this benefit is increased to a maximum of \$15,000. Employees have a choice of selecting either a lump sum payment or payments spread over a three (3) year period. 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.

ARTICLE 16

UNION LEAVE

Members of the bargaining unit may use up to a total of fifteen (15) days - ten (10) paid and five (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 17

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 18

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 19

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".

employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work.

ARTICLE 22

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 23

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.

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 24

PROMOTIONAL REMUNERATION

Any employee who receives a promotion within the bargaining unit shall receive an increase of \$2,000. effective on the date of promotion.

ARTICLE 25

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 rehired by said employer within three (3) months of said resignation.
2. Should an employee retire.
3. Should an employee suffer a validated dismissal.
4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.
5. Should an employee be absent without leave for more than five (5) days.

C. The employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by 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.

ARTICLE 28

ASSOCIATION LIAISON

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

ARTICLE 29

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 30

WORK HOURS

The Prosecutor shall have the option of selecting a work week of either 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 salary 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 (1/2) hour unpaid daily lunch they currently receive, as well as two fifteen (15) minute paid rest periods daily, one in the morning and one in the afternoon.

ARTICLE 31

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.

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 33

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 34

SALARY

- A. Effective April 1, 2004 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, 2004 employees in the bargaining unit who work a thirty-seven and one-half (37.5) hour work week shall receive an increase of One Thousand Nine Hundred and Seventy Dollars (\$1,970.00) applied to their March 31, 2004 base salary or the new minimum, whichever is greater.
- C. Effective April 1, 2004 employees in the bargaining unit who work a forty (40) hour work week shall receive an increase of Two Thousand One Hundred Dollars (\$2,100.00) applied to their March 31, 2004 base salary or the new minimum, whichever is greater.

ARTICLE 36

DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 2004 except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2008, or until execution of a successor Agreement.

ATTEST:

James A. Campbell

Thomas F. Kelaher

Thomas F. Kelaher
Ocean County Prosecutor

For Ocean County Prosecutor's
Office Clerical Association:

Marjorie Gibbons - VF

Marjorie Gibbons
Negotiating Team Member

Erin Lecki - President

Erin Lecki
Negotiating Team Member

Donna Prestia - Treasurer

Donna Prestia
Negotiating Team Member

APPENDIX A (Continued)

SECTION E

<u>YEAR/TITLE</u>	<u>HOURS</u>	<u>37½</u>	<u>40</u>
2004		\$22,952	\$24,488
2005		\$24,512	\$26,138
2006		\$26,052	\$27,788
2007		\$27,593	\$29,438

Extradition & Indictment Clerk Typist
Principal Account Clerk Typing
Principal Clerk
Principal Clerk Stenographer
Principal Clerk Typist
Principal Docket Clerk
Principal Docket Clerk Typing