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CONTRACT

BETWEEN

OCEAN COUNTY PROSECUTOR

AND

OCEAN COUNTY PROSECUTOR'S SUPERIOR OFFICERS' ASSOCIATION

April 1, 1992 - March 31, 1994

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CONTRACT

BETWEEN

OCEAN COUNTY SHERIFFS ASSOCIATION

AND

OCEAN COUNTY PROBATION & SUPERVISION OFFICERS ASSOCIATION

April 1, 1993 - March 31, 1994

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PREAMBLE

THIS AGREEMENT made this 1st day of April, 1992, by and between the County of Ocean, of the State of New Jersey, and the Prosecutor of Ocean County, of the State of New Jersey, hereinafter referred to as the "Employer" and the Ocean County Prosecutor's Superior Officers' Association hereinafter referred to as the "Employees".

WITNESSETH

In consideration of the promises and mutual covenants hereinafter contained and intending to be legally bound thereby, the employer and the employees agree as follows:

ARTICLE 1

RECOGNITION OF ASSOCIATION

A. The employer recognizes the Ocean County Prosecutor's Superior Officers' Association as the exclusive representative of all 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.

B. The bargaining unit consists of all full-time employees, holding the titles of Lieutenant of County Investigators and Captain of County Detectives employed by the Ocean County Prosecutor's Office. Employees not included in the bargaining unit are those of Chief of County Detectives, all managerial executives, confidential employees, employees in other negotiation units, temporary, seasonal, casual employees and all other employees employed by the County of Ocean.

C. The duly authorized bargaining agents for the union shall be limited to not more than two (2) individuals.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

A. 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.

B. Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the employer or employees.

C. 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 re-negotiation 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

Regular Hours: The regular hours of work each day, which shall include lunch periods, shall be consecutive.

ARTICLE IV

COMMITTEES

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

B. Negotiating Committee: The employer shall permit two (2) 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

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 | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Thanksgiving Friday |
| Independence Day | Christmas Day |

The Prosecutor will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders issue official proclamations granting an additional holiday.

In the event any Prosecutor's Superior Officer covered by this Agreement is required by the Prosecutor to perform duties on any of the holidays designated above, he/she shall receive compensation for those duties at the rate of one and one-half times (1 1/2X) for all hours worked, plus eight (8) hours straight time pay for the holiday.

ARTICLE VI

REGULAR WORK WEEK

A. The employer and employee 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.

B. Effective December 31, 1992, the work week will expand to a minimum of forty (40) hours per week. In consideration for the expansion of the work week, the employees shall receive a one-time adjustment in pay of One Thousand Five Hundred (\$1,500.00) Dollars per employee which shall be added to their base pay. The increase shall be effective on the date the expanded work week goes into effect.

C. The regular work week shall be any five (5) day period or such schedule as shall be promulgated by the Prosecutor or his designee.

ARTICLE VII

OVERTIME

Duties of members of this bargaining unit may require that they work more than forty (40) hours per week. Compensation for said time is limited to the following:

A. Overtime is defined as time worked in excess of forty (40) hours per week.

B. For the term of this Agreement, each employee shall be paid overtime at the rate of time and one-half (1 1/2) his/her regular rate of pay up to a maximum of Two Thousand Seven Hundred (\$2,700.00) Dollars annually for hours worked in excess of forty (40) hours per week.

C. With the prior approval of the Prosecutor or his/her designee, employees may earn compensatory time calculated at the rate of time and one-half (1 1/2) for hours worked in excess of forty (40) hours per week. These compensatory hours shall not be accrued beyond a Four Hundred Eighty (480) hour maximum.

D. Compensatory time must be used within the four (4) month period following the month in which the compensatory time was earned, and compensatory time not used within this period will be forfeited.

E. Hours worked in excess of the employee's normal forty (40) hour work week must be authorized in advance by the Prosecutor or his/her designee.

ARTICLE VIII

SICK LEAVE

A. Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in the first year

of service, commencing on the first month or major portion thereof from the date of hire. It is assumed that employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, 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 shall 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 charged to Sick Leave.

B. It is required that an employee absent for five (5) or more consecutive days submit medical evidence substantiating the illness. The employer has the right to request medical evidence substantiating an illness of any duration if the employer has reason to believe that the Sick Leave request is not valid.

C. Employees in the bargaining unit are also eligible for coverage under the County's reimbursement for unused sick days at retirement policy. This policy provides for reimbursement, without interest, for unused sick days at retirement on the basis of one-half (1/2) pay for each earned and unused sick leave hours 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 without interest.

D. Upon expansion of the work week to forty (40) hours, all unearned sick time will be recalculated in hours for the remainder of the calendar year to reflect the additional hours worked. All previous earned sick hours will remain as earned prior to the date of the increase in work hours.

E. All other proper and authorized leaves as provided in the rules of the New Jersey Department of Personnel shall be recognized and constitute a part of this Agreement.

ARTICLE IX

VACATIONS

A. Vacation Leave will be granted to each full-time employee on the following basis:

1. For any employee with no more than twelve months of service....one (1) day 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 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 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 per year.

5. For an employee who served nineteen (19) years and one (1) day....twenty-five (25) working days per year.

B. 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.

C. 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.

D. Upon expansion of the work week to forty (40) hours, all unearned vacation time will be recalculated in hours for the remainder of the calendar year to reflect the additional hours worked. All previous earned vacation hours will remain as earned prior to the date of the increase in work hours.

E. Vacation days may not be accumulated for more than two (2) calendar years. Any unused vacation days carried forward from one calendar year into the next must be used during the second year or automatically forfeited.

ARTICLE X

HOSPITAL, SURGICAL & MAJOR MEDICAL BENEFITS

All employees covered by this Agreement shall be permitted to enroll in a County paid health plan beginning with the first day of the month following three (3) full months of employment.

The eligible employee may select traditional hospitalization, medical/surgical, with Major Medical insurance. There shall not be a change in this existing plan except in the case of a new plan that is equivalent or better.

In the alternative, employees may opt for coverage under any existing HMO with supplemental coverage or other such HMO plans as may be made available by the County subject to all rules, regulations, limitations or restrictions which applies to those plans.

Should the County choose to provide coverage through participation in the New Jersey Health Benefits Plan, the union recognizes that coverage as "equivalent or better".

The eligible employee may change his or her coverage from traditional hospitalization, medical/surgical, with Major Medical insurance to any existing HMO, or vice versa, only during an announced open enrollment each year after having enrolled in the former plan for a minimum of one (1) full year.

Regardless of their selection employees are specifically ineligible for any deductible reimbursement.

ARTICLE XI

EXTENDED HEALTH BENEFITS

A. The Board agrees to provide Blue Cross/Blue Shield, and Major Medical coverage, 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 P.E.R.S. or P.F.R.S. retirement after twenty-five (25) or more years of service, at least twenty (20) years of which was with the County of Ocean. Coverage will continue through the balance of the calendar year during which the P.E.R.S. or P.F.R.S. retirement becomes effective and for up to four (4) full calendar years thereafter, or until the retiree reaches the age of 65 years, whichever first occurs. For example, if an eligible employee retires in April, 1992, extended coverage will continue through December 31, 1996.

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 Association 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.

B. In addition to the extended health benefits described in paragraph A above, eligible retiring employees may also opt to exchange earned sick leave for a period of extended health benefits in excess of the period set forth in paragraph A above. Coverage for this additional period of time will also be restricted to Blue Cross/Blue Shield with Major Medical coverage. The eligible employee may exchange earned sick leave for extended health benefits, at the employer's expense, in accordance with the following formula:

1. Single coverage - 12 hours per additional month
2. Parent/Child coverage - 20 hours per additional month
3. Family coverage - 24 hours per additional month

A declaration to exchange earned sick time for extended health benefits and the length of additional time of coverage shall be indicated in writing at the time the employee applies for retirement through the Department of Employee Relations and shall be irrevocable.

After this transaction has been completed, the employee may then apply to be reimbursed for remaining earned sick leave, if any, in accordance with the current provisions of this contract.

Additional terms and conditions of this benefit include the following:

1. This provision applies only to eligible employees of this Association who retire from the County of Ocean on or after April 1, 1992.

2. The Employer's obligations under this clause shall conclude when the agreed upon period of extended medical benefits has elapsed. Under no circumstances shall that period extend beyond the time that the retiree has reached the age of sixty-five (65) years.

3. In the event that a retiree dies prior to the date when the coverage is due to elapse, coverage will continue for eligible dependents until such time as the coverage would have ended had the retiree not died.

4. In the event that there is a change in health care providers, the retiree must accept the coverage then available to active employees.

5. The Department of Employee Relations must be notified of any changes in individual circumstances which may permit a reduced level of coverage.

ARTICLE XII

FAMILY DENTAL PLAN

Members of this Association, 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 (3) 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 preventive 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 services:

Preventive 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%

ARTICLE XIII

FAMILY PRESCRIPTION PLAN

Members of this Association, after the first of the month following three (3) full months of employment, shall also 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 contraceptive drugs. 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 XIV

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 XV

LONGEVITY

Effective January 1, 1992, longevity pay for all members of the bargaining unit with seven (7) or more years of continuous and unbroken service to the County of Ocean 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 XVI

TRANSPORTATION EXPENSES

Employees authorized and required to use privately owned automobiles in work-connected activities shall be reimbursed for expenses incurred at the prevailing rate as set by the Ocean County Board of Chosen Freeholders.

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 and Risk Management before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance regulations.

ARTICLE XVII

GRIEVANCE PROCEDURE

A. Definitions - 1. A "grievance" is an allegation by any employee or the Association 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 mis-interpretation or mis-application 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.

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

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

4. "Day" means a calendar day.

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

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

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

B. Procedures

1. Grievances shall be processed promptly and expeditiously.

2. On an informal level, all grievances can be discussed with the Chief of County Detectives prior to submission of a written statement.

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

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

5. 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.

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

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

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

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

C. 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.

D. Processing

1. 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.

2. 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.

3. Step 2 - County Prosecutor - If the aggrieved person is not satisfied with the disposition of his grievance at Level 1, 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 1 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.

4. Step 3 - Arbitration - (a.) 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.

(b.) 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.

(c.) 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.

(d.) 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 Prosecutor and the Association. Any other expenses incurred shall be paid by the party incurring same.

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

E. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

2. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Prosecutor's agencies.

3. All records of grievance processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association and Employee Relations Director will distribute the forms as they require them.

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 County's premises.

7. The County Prosecutor agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Association representative who is an employee throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Prosecutor.

F. 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 Steps 2 and 3 of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

ARTICLE XVIII

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 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 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, re-assign, 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 and 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 not be limited by the language of this clause; and it is agreed that the 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 XIX

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. The Association agrees it will undertake any necessary actions at its own expense to terminate any strike activity on the part of its members and that any violation of the no strike provision would be deemed appropriate grounds for termination of employment.

ARTICLE XX

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 XXI

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 XXII

PERSONAL DAYS

Each employee may be eligible for three (3) days Personal leave per year 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 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 XXIII

WORK RULES AND REGULATIONS

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

ARTICLE XXIV

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 the appropriate supervisor for an appointment for such discussion.

ARTICLE XXV

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 Superior Officers' Association will assist the County whenever possible in obtaining funding to implement productivity studies and programs.

ARTICLE XXVI

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 XXVII

LEAVE WITHOUT PAY

In the event an employee is on an unpaid leave of absence as a result of exhausting all of his/her sick leave for a 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/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 only 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 XXVIII

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 Association may review his/her 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/her actions is to be placed in his/her personnel file, a copy shall be made available to the employee and he/she shall be given the opportunity to rebut any material if he/she so desires, and he/she shall be permitted to place such rebuttal in his/her file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised.

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

E. Employees medical records will be kept separate and apart from all other personnel file materials in accordance with ADA Federal regulations.

ARTICLE XXIX

SALARY

The members of the bargaining group shall receive salary increases combined with adjustments attributable to the increase in the work week (Article VI). The total individual salaries for members of the bargaining unit are set forth in Appendix A, which is attached hereto and made part hereof.

ARTICLE XXX

DURATION

The terms and conditions set forth in this Agreement shall become effective on this first day of April, 1992, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect 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 witnessed on this 15th day of December, 1992.

WITNESS:

Benedicta Anguilo

Daniel J. Carluccio
OCEAN COUNTY PROSECUTOR
Daniel J. Carluccio

ATTEST:

Daniel J. Amos

John C. Bartlett, Jr.
John C. Bartlett, Jr.,
Freeholder Director

ATTEST:

_____, Secretary

Rosemary Hudson
OCEAN COUNTY PROSECUTOR'S
SUPERIOR OFFICERS' ASSN.
Michael...
_____, President

APPENDIX A

OCEAN COUNTY PROSECUTOR'S SUPERIOR OFFICERS' ASSOCIATION

| | <u>1/1/92</u> | <u>4/1/92</u> | <u>4/1/93</u> |
|---|---------------|---------------|---------------|
| Capt. of Co. Detectives Laurence Gudgeon | - | \$72,275. | \$75,775. |
| Capt. of Co. Detectives William A. Gallant | - | \$70,432. | \$73,932. |
| Capt. of Co. Investigators Dion Feltri | - | - | \$71,715. |
| Lt. of Co. Investigators Michael R. Murray | \$56,551. | - | \$60,551. |
| Lt. of Co. Investigators Edward F. Murphy | \$56,007. | - | \$60,551. |
| Lt. of Co. Investigators Bonnie L. Blume | \$55,735. | - | \$60,551. |
| Lt. of Co. Investigators Daniel T. Mahoney | - | - | \$57,981. |

