

**CONTRACT BETWEEN**  
**OCEAN COUNTY PROSECUTOR AND**  
**OCEAN COUNTY PROSECUTOR'S SERGEANTS' ASSOCIATION**

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**APRIL 1, 2010 – MARCH 31, 2013**

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**PREAMBLE**

THIS AGREEMENT made this 17 day of JAN, 2013, between the Ocean County Prosecutor hereinafter referred to as the "Employer" and the Ocean County Prosecutor's Sergeants' 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**

A. The Employer recognizes the Ocean County Prosecutor's Sergeants' Association as the exclusive representatives 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 title of Sergeant of County Investigators.

**ARTICLE 2**

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

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 3**

**HOURS OF WORK**

The employer and employees understand and agree that all persons covered by this Agreement will work a minimum of forty (40) hours per week. The regular hours of work each day shall be consecutive and shall include lunch periods.

**ARTICLE 4**

**STAND-BY PAY**

The Employer may require any Sergeant to perform "stand-by" duty, during which period the employee shall remain alert and available for immediate call to active work status on an as needed basis; and an employee placed on stand-by duty shall remain alert, available and on call from the conclusion of his/her active duty work day until the beginning of his/her next active work day and all day Saturday and Sunday for a period that shall not exceed seven (7) consecutive calendar days. The frequency of such duty shall be left to the discretion of the employees' supervisor.

Sergeants serving stand-by duty will be paid at the following rate of Two Hundred and Twenty-Five Dollars (\$225.00) for any given seven (7) day stand-by period.

**ARTICLE 5**

**HOLIDAYS**

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	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 Board of Chosen Freeholders takes an official action to declare an extra holiday.

In the event any Prosecutor's Sergeant 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 6**

### **OVERTIME**

A. Sergeants will be eligible for overtime compensation for hours worked in excess of forty (40) within a work week. Any employee who receives compensatory time, at the discretion of the Prosecutor, shall receive the compensatory time on a time and one-half (1-1/2X) basis for each hour worked to be used in accordance with existing County policy.

B. 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 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. In no event shall the employee be paid at the overtime rate for working during the employee's regularly scheduled working hours. In other words, the minimum overtime pay shall only be paid when the period is outside the employee's regular shift.

C. An employee shall be required to maintain appropriate records of overtime as required by the employer.

## **ARTICLE 7**

### **SICK LEAVE**

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 day of hire. 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 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.

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

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 for unused sick days at retirement on the basis of one half (1/2) pay for earned and unused Sick Leave hours to a maximum of \$15,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either lump sum payment or payments spread over a three-year period.

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.

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.

The Employer agrees to pay employees at their regular rate during periods of job connected disability due to illness, injury or recuperation therefrom for a maximum period of one (1) year 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 one (1) year. The employer may require at any time during the period of such disability as described above that the employee be examined by a physician selected by the Employer for such purpose.

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.

## **ARTICLE 8**

### **SICK LEAVE BUY-BACK PROGRAM**

**Purpose:** The purpose of the Sick Leave Buy-Back Program is to encourage employees to make judicious use of the annual sick leave allotment by providing a financial incentive.

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

- A. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
- B. Must not be in calendar year of retirement.
- C. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.
- D. Must be credited with at least four hundred eighty (480) hours of earned and unused sick leave on December 31<sup>st</sup> of the year preceding the year during which payments will be made.
- E. Must have used not more than fifty-six (56) hours of sick leave during the calendar year which concludes on December 31<sup>st</sup> of the year preceding the year during which payments will be made.

How the Program Works:

- A. During January of 2011 and January of 2012, an eligible employee may request in writing (on a form designed for the purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.
- B. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily wage on the date of application times the numbers of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15 of 2011 and May 15, 2012.
- C. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with New Jersey Department of Personnel's rules and regulations.
- D. This Article of the Agreement shall expire after the May 15, 2012 payments, if any is made.



**ARTICLE 9**

**VACATION TIME**

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

A. For an employee with no more than twelve months of service....one (1) day, in hours, for each calendar month employed.

B. For an employee who has served one (1) year and (1) day up to a total of four (4) years....twelve (12) working days, in hours, per year.

C. For an employee who has served four (4) years and one(1) day up to eleven (11) years....fifteen (15) working days, in hours, per year.

D. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years....twenty (20) working days, in hours, per year.

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

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

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

**ARTICLE 10**

**HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND  
RETIREMENT BENEFITS**

All full-time members covered by this bargaining unit shall be permitted to enroll in health benefits two (2) months from their date of hire.

A. The County of Ocean currently provides 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. 1981. 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.

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

C. All employees, current and future, who retire on or after January 1, 2013, in order to be eligible for the lifetime health benefits upon retirement, must have served a minimum of fifteen (15) of the required twenty-five (25) years with the County.

D. An eligible employee may change his/her coverage only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.

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

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

G. Effective November 1, 2012, the following changes will affect all new hires:

1. Employees will be offered the NJ Direct 15 Plan, or its replacement. New Hires may elect a higher level of coverage at their expense.
2. Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.
3. The County will no longer reimburse Medicare Part B Premiums.

**ARTICLE 11**

**LEAVE WITHOUT PAY**

Members of the Association may be granted leave without pay, provided they meet the criteria established in the prevailing Ocean County Policy.

**ARTICLE 12**

**FAMILY LEAVE**

Members of the Association shall be entitled to Family Leave as outlined in the Ocean County Family Leave Policy manual.

**ARTICLE 13**

**FAMILY DENTAL PLAN**

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.

The Family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum 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:

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

Preventive and Diagnostic (X-rays, Cleaning, Check-up, etc.).....	100%
Treatment and Therapy (Fillings).....	80%
Prosthodontics and Periodontics, Inlays, Caps and Crowns, Oral Surgery (Ambulatory).....	50%
Orthodontics (Limited to \$800 per patient over a 5 year period)....	50%

**ARTICLE 14**

**VISION CARE**

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

**ARTICLE 15**

**LONGEVITY PAY**

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

The longevity schedule for any Sergeant hired into the Prosecutor's office on or after April 1, 2012 shall be as follows:

Completion of 15 Years	2% of base rate
Completion of 20 years	4% of base rate
Completion of 25 years	6% of base rate

**ARTICLE 16**

**BEREAVEMENT PROVISION**

All employees shall have up to three (3) days leave in the event of the death of a 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 internment
- 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 17**

#### **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 Division of Risk Management before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance Regulations.

#### **ARTICLE 18**

#### **COLLEGE CREDIT**

A. The Employer agrees to pay each Sergeant covered by this Agreement, in addition to his/her annual salary, a monetary education incentive, payable annually on the following basis:

1. For an Associate of Arts Degree or 62 college credits, Five Hundred Dollars (\$500.00).
2. For a Bachelor's Degree or 124 college credits, Eight Hundred Dollars (\$800.00)
3. For an M.A. or M.S. Degree, One Thousand Dollars (\$1,000.00).

## ARTICLE 19

### GRIEVANCE PROCEDURE

#### 1. Grievance Committee:

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

#### 2. Definitions:

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 misinterpretation or 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.

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

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

D. "Day" means calendar day.

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

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

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

#### 3. Procedures:

A. Grievances shall be processed promptly and expeditiously.

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

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.

4. Purpose:

A. 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.

5. Processing:

A. 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.

B. Step 1 – Immediate Supervisor and/or Chief of County Investigators:

1. An employee with a grievance shall first discuss it with his/her immediate superior and the Chief of Investigators, either directly or through the Associations' 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.

C. Step 2 – County Prosecutor:

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

D. Step 3 – Arbitration:

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

2. 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 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.

3. 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/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Prosecutor and the Association and shall be binding on the parties.

4. 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.



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

6. General Provisions:

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

B. 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.

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

D. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement.

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

F. Notice of hearing shall be made to the grievance at least forty-eight (48) hours in advance and such hearings shall be held on the County's premises.

G. 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 Chief of Investigators.

7. Rights of Employee to Representation:

A. 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.

B. Group Grievance Processing – If, in the judgment 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 Investigators directly and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the grievance, even though the aggrieved person does not wish to do so, provided the grievance is a contractual grievance. If it is a non-contractual grievance, the decision of the Prosecutor in such matters is final and binding.

C. Written decision – Decisions rendered at Step 1 which are unsatisfactory to the aggrieved person and all decisions rendered at Steps 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 20**

### **TUITION REIMBURSEMENT**

Members of the Association are eligible to be reimbursed for college tuition, subject to the Ocean County Tuition Reimbursement Policy (ER 701-86).

## **ARTICLE 21**

### **LEGAL AID**

The Employer shall provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This Article does not address disciplinary or criminal proceedings instituted against the employee by the employer.

## **ARTICLE 22**

### **BULLETIN BOARDS**

The Association will have access to bulletin boards in work areas where members are employed. The Association may post notices of Association activities and information pertinent to its collective bargaining relationship 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 23**

### **ASSOCIATION LEAVE**

Members of the Sergeants' Association may use up to a total of three (3) 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 24

### MANAGEMENT RIGHTS

A. The Prosecutor hereby retains and reserves unto himself/herself, 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 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 division, 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 provision 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 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 25**

### **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 agents 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 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 they 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 26**

### **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 27**

### **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 Personnel, 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 28**

### **PERSONAL DAYS**

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.

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 29**

### **WORK RULES AND REGULATIONS**

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

**ARTICLE 30**

**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 31**

**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's Prosecutor's Sergeants Association will assist the County whenever possible in obtaining funding to implement productivity studies and programs.

**ARTICLE 32**

**PERSONNEL FILES**

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

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

C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to the employee and he/she shall be given the opportunity to rebut any material if he/she so desires, and he/she shall be permitted to place 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. Employee's medical records will be kept separate and apart from all other personnel file materials in accordance with ADA Federal Regulations.

### **ARTICLE 33**

#### **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 the Sergeants' 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.

If agreed upon by a majority of its members, 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.

### **ARTICLE 34**

#### **PROMOTIONS**

It is understood and agreed that promotions and demotions to and from the position of Prosecutor's Sergeant shall be the sole discretion of the County Prosecutor, pursuant to the statutory authority vested in him/her. The selection of individuals for promotion shall be based upon a set criteria determined by the County Prosecutor. If a County Investigator is promoted to the position of Prosecutor's Sergeant during the contract period, he/she shall receive a base salary equal to that of all other Sergeants. Prosecutor's Sergeants who are demoted shall receive a reduction in salary which would return them to the County Investigator's salary they would have earned had the promotion not occurred.

**ARTICLE 35**

**SALARY**

A. Effective April 1, 2010, all Sergeants shall receive a two percent (2%) adjustment to their March 31, 2010 base salary or a minimum of \$101, 993, whichever is greater.

B. Effective April 1, 2011, all Sergeants shall receive a one and nine tenths percent (1.9%) adjustment to their March 31, 2011 base salary or a minimum of \$103,931, whichever is greater.

C. Effective April 1, 2012, all Sergeants shall receive a one and nine tenths percent (1.9%) adjustment to their March 31, 2012 base salary or a minimum salary of \$105,905, whichever is greater.

**ARTICLE 36**

**DURATION**

The terms and conditions set forth in this Agreement shall become effective on April 1, 2010, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2013, or until execution of a successor agreement.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 17 day of JAN, 2013.

ATTEST:

Jeanne Chianese

Marlene Lynch Ford  
Marlene Lynch Ford  
Ocean County Prosecutor

ATTEST:

Linda Donnelly

Steven J. Budelman  
Steven J. Budelman

Joseph R. Aulisi  
Joseph R. Aulisi

