

CONTRACT

BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

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

REPRESENTING

BLUE COLLAR SUPERVISORS

APRIL 1, 2020– MARCH 31, 2023

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AGREEMENT

This Agreement, executed the *2nd* day of *September* 2020 has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board", and the Office and Professional Employees International Union, Local #32, A.F. of L.-C.I.O.-C.L.C., representing Blue Collar Supervisors 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 THE UNION

The Board recognizes the O.P.E.I.U., Local #32, A.F. of L.-C.I.O.-C.L.C. as the exclusive representative of all Blue Collar Supervisors. Said Union is permitted to negotiate with the Board 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.

ARTICLE 3 MANAGEMENT RIGHTS

A. The Board 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 Board has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Board controlled activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.

3. To reprimand, suspend, discharge or otherwise discipline employees.
4. To hire, promote transfer, assign, re-assign, lay-off and recall employees to work.
5. To determine the number of employees and the duties to be performed.
6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service.
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.
8. To determine the number, location and operation of divisions, departments, work sections and all other work units of the Board, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
9. To subcontract for any existing or future services as determined necessary by the Board.
10. To make or change Board rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.
11. And otherwise to generally manage the affairs of the Board, attain and maintain full operating efficiency and productivity and to direct the work force.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board shall only be limited by the provisions of this Agreement.

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

ARTICLE 4

NO STRIKE CLAUSE

- A. It is recognized that the need for continued and uninterrupted operation of the Board's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The Union covenants and agrees that during the terms of this Agreement neither the Union nor any members of the Union, nor 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, walkout or other job action against the Board.
- C. The Union agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other aforementioned activity, 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 Union agrees that it will undertake any necessary actions at its own expense to terminate any of the above activity on the part of its members of the bargaining unit.
- D. Any activity enumerated above on the part of a Union member or member of this bargaining unit will be deemed as appropriate grounds for the termination of employment by the Board.
- E. 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.

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 County Administrator's level, and the County Administrator'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 Civil Service rights.

D. A "grievant" is an employee or person party to this Agreement who files a grievance.

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

F. "Day" means workday.

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

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

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

2. Procedures:

A. Grievances shall be processed promptly and expeditiously.

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

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

D. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

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

F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the County Administrator, unless same was unavailable and is shared with the other party prior to a formal hearing at the next level of jurisdiction.

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

H. Failure by the County Administrator to issue a decision within the specified time limits shall render the grievance advanced to the next level.

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

3. Processing:

A. Time Limit – The number of work days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual consent of the parties. Time limits at Step 1 shall begin with the day of the event giving rise to the grievance or the day the Union or grievant first became aware or should have become aware of the problem, whichever is later.

Informal Step – All grievances shall be discussed with the Department Head or Representative prior to submission of a written statement as required below.

B. Step 1 – The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Department Head. The grievant must file the written grievance fifteen (15) work days of the occurrence of the grievance. The Department Head or designee shall hold a meeting within seven (7) work days of the filing of the grievance with the grievant and the Steward or Union Representative in order that both parties discuss all the facts surrounding the grievance. The Department Head shall render a decision in writing within five (5) work days after the grievance meeting. All decisions of the Department Head will be copied to the Employee Relations Director, County Administrator and the Local Union Representative.

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

The Employee Relations Director 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 dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the grievant and/or his/her representative may appeal the answer of the Employee Relations Director within seven (7) work days after receipt of the written answer at the second step of the process by the grievant. The employee may request that the County Administrator schedule a hearing and should the

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

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

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

10. An arbitrator shall be empowered to hear only one grievance for each appointment he/she receives; provided however, that in the event there is more than one grievance presented and the grievances arise out of the same set of facts or involve the same materially and substantially identical issues, a single arbitrator shall be empowered to adjudicate all such grievances. It is expressly understood and agreed that the grievance procedure shall be the sole and exclusive remedy for all grievances which are arbitrable under this Agreement. This provision is not a waiver of individual rights beyond this Agreement.

4. General Provisions:

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

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

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

4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and Employee Relations Director will distribute the forms, as required.

5. 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 Board's premises.

6. The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union Representative and witnesses who are employees of the Board throughout the grievance procedure. However, no employees or official will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

ARTICLE 6
EMPLOYEE MANUALS

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

ARTICLE 7
NON-DISCRIMINATION

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

ARTICLE 8
SENIORITY

A. Seniority lists will be compiled under each Department and posted at each work location. Seniority lists shall be kept current at each job location. Each Department Head or his/her designee and a Union Representative will work together to develop appropriate seniority lists for posting at each work location.

B. Notice of job openings or vacancies within titles covered by this contract shall be posted prior to filling the position.

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

1. Should resign his/her position and not be re-hired by said employer within three (3) months of said resignation.

2. Should an employee retire.

3. Should an employee suffer a validated dismissal.

4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the workforce of the Board.

D. 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 Civil Service Law and who are subsequently certified by Civil Service. In all instances, employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job. All employees covered by this Agreement, may be eligible for promotion within their department based upon their skill and ability to perform the work, at the discretion of the department.

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

F. Vacations – Whenever more than one employee requests vacation at a job location at any particular time, the Board shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. No employee will be permitted to take a vacation during the peak period of work for his/her department. Peak periods will be designated by the administration each year.

ARTICLE 9 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
Washington Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The County will comply in granting a holiday whenever the Board of Chosen Freeholders takes an official action to declare an extra holiday. Employees working on any of the above days shall receive overtime pay at a rate of time and one-half (1-1/2X) for all hours worked plus one (1) day straight time wages for the holiday.

If any employee should work beyond a normal eight (8) hour shift, he/she shall be paid double time and one-half (2-1/2X) for those hours worked.

Security Department: Each full-time Supervising Security Guard covered by this Agreement shall enjoy as holidays January 1st, July 4th and December 25th of each year. If the Board of Chosen Freeholders designates a different date for the County celebration of these three holidays, said designation shall not apply to employees in the Security Department. Holiday assignment will be done on a rotating seniority basis. If no member accepts the assignment, the employee with the least seniority will be assigned to work the holiday.

ARTICLE 10
LONGEVITY PAY

Longevity pay for all classified permanent employees covered by this Agreement will be based upon the schedule set forth below:

7 years	3.0% of base salary
12 years	4.6% of base salary
17 years	5.7% of base salary
22 years	6.5% of base salary
27 years	7.3% of base salary
32 years	8.0% of base salary

Permanent employees covered by this bargaining unit, hired on or after March 19, 2014, shall not be eligible for longevity compensation.

ARTICLE 11
BEREAVEMENT PROVISION

All employees shall have up to three (3) days leave in the event of a 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 service. 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, except under extenuating circumstances. Abuse of the Bereavement Provision shall be cause for disciplinary action.

ARTICLE 12
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. Personal Leave shall not be unreasonably denied. For new employees in their first calendar year of service, Personal Leave shall be granted as follows:

<u>Date of Initial Hire</u>	<u>Amount 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 through 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 (2) months of service, but must use the 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 (3) 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 (1) full day.

2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years....twelve (12) working days, in hours, per year.
3. For an employee who has served four (4) years and one (1) day up to eleven (11) years....fifteen (15) working days, in hours, per year.
4. For any employee who has served eleven (11) years and one (1) day up to nineteen (19) years....twenty (20) working days, in hours, per year.
5. For an employee who has served nineteen (19) years and one (1) day....twenty-five (25) working days, in hours, per year.

New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, vacation leave during the first three months of employment. Employees who are not retained at the conclusion of the three (3) 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 16 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 the date 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. 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.

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 each 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 a lump sum payments 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.

ARTICLE 17 **UNION LEAVE**

Members of the bargaining unit may use up to a total of thirty (30) aggregate days for Union business leave each year. Union officers or shop stewards 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 County department when it is 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 Blue Collar Supervisor employees represented by this contract. Joint County/Union discussions, authorized by the Director of Employee Relations about matters of mutual concern, shall not be applied against this benefit.

ARTICLE 18 **SEVERABILITY CLAUSE**

In 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. The County and the Union shall negotiate the impact of such change.

ARTICLE 19
PRODUCTIVITY

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

ARTICLE 20
WORK RULES

The Board of Chosen Freeholders may at its discretion adopt work rules for the efficient and orderly operation of its respective departments. The bargaining agent will be given a copy of any work rules fifteen (15) work days prior to the imposition of those rules and the bargaining agent will be required to make any consultative comments it may have no later than ten (10) work days after receipt of the proposed work rules. The Board of Chosen Freeholders will consider the comments of the bargaining agent but the final adoption of the work rules will be a decision of the Board of Chosen Freeholders and the implementation of the work rules document will be left to the discretion of the Board of Chosen Freeholders and the County Administrator.

ARTICLE 21
DISABILITY PLAN

All employees covered by this Agreement are eligible for coverage under the County's existing sixty (60) day disability plan. All of the conditions and controls under the plan are applicable to these employees.

ARTICLE 22
JOB CLASSIFICATION, OUT-OF-TITLE, PROMOTION

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 Civil Service or County job descriptions.

B. In the event an employee is assigned to perform work in a job classification higher than his/her title for one (1) or more complete work days, he/she shall be compensated based upon the minimum salary of the higher title, or the employee's regular base salary plus 10%, whichever is higher, for all hours worked. Seniority by title within the job location shall prevail and shall be rotated. The first out-of-title assignment on a particular occasion shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the out-of-title assignment, the next most senior employee shall have the opportunity to accept the assignment. Out-of-title assignments shall proceed down the seniority list. If an employee to whom the out-of-title assignment has been offered shall decline to accept that assignment, he/she will be passed and will not be offered any other out-of-title assignment until his/her turn is reached again. If an employee is offered an out-of-title assignment and is unable to perform the assignment because he/she is unqualified to do the work, he/she will be offered the next out-of-title assignment for which he/she is qualified. In the event that all employees who are offered a particular out-of-title assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an out-of-title assignment if, in the County's opinion, the employee does not possess the skill and ability to perform the work, and therefore will not be selected for the higher classification pay. Payment will only be made in those instances when an employee works one (1) or more complete work days in the higher classification capacity.

C. If a Blue Collar Supervisor works out-of-title in the capacity of Acting General Supervisor or equivalent title, he/she shall be entitled to compensation for each full day in that higher capacity at the base salary of the General Supervisor being replaced. This assignment and out-of-title payments will continue until the beginning of the next regular work day that the General Supervisor temporarily being replaced resumes his/her normal duties. Whenever Blue Collar Supervisors are working out-of-title as Acting General Supervisors or equivalent title, they shall be ineligible for overtime or call-in pay during those periods. It is understood that the least senior Blue Collar Supervisor serving under each General Supervisor must accept assignments to serve out-of-title as an Acting General Supervisor if all Blue Collar Supervisors with greater seniority refuse that assignment. Whenever a supervisor in the Road Department has an absence in excess of five (5) consecutive working days, Assistant Supervisors in the Road Department shall be offered the right of first refusal to fill in for the absent supervisor, in seniority order. Should the Assistant Supervisors turn down the offer, then the County shall have the right to assign one of the Assistant Supervisors to fill in for the absent employee, or to assign an employee from outside the bargaining unit.

D. Assistant Blue Collar supervisors employed in the Department of Solid Waste Management who are assigned to work on Saturdays and/or Sundays, shall be paid in addition to their normal compensation, the sum of Twenty-Five Dollars (\$25.00) per day when working on a weekend where no Supervisor or management employee is scheduled to work. Payment shall not affect the current practice of the parties relating to out-of-title compensation from Monday through Friday.

Payment will be made as part of the normal paycheck subject to all necessary and appropriate deductions.

E. When a supervisor is promoted within the bargaining unit, or when an employee is promoted into the unit, he/she shall receive a promotional adjustment of six percent (6%), Three Thousand Dollars (\$3,000.00) or the minimum for the higher title, whichever is greatest, effective on the date of promotion.

ARTICLE 23 EDUCATIONAL INCENTIVE

1. Vehicle Services: Supervisors in the Vehicle Services Department who possess a professional license or certificate not required by title will receive annually, in addition to his/her base salary, an educational incentive as set forth below. All employees who have completed the courses and attained a certification, a stipend of One Hundred and Seventy-Five Dollars (\$175.00) will be paid, up to a maximum of fifteen (15) certifications. Completion of all 15 certifications will result in a total annual stipend of Two Thousand Six Hundred and Twenty-Five Dollars (\$2,625.00).

Effective, September 1, 2020, all employees who have completed the courses and attained a certification are eligible for the following stipends based upon the group:

Group 1 – Employees will be paid a stipend of Three Hundred and Fifty Dollars (\$350.00) for each of the following ASE certifications obtained:

A6 Electrical/Electronic System
A8 Engine Performance
X1 Exhaust System Specialist
T2 Diesel Engines
T6 Electrical/Electronic System
RR Refrigerant Recovery

If an employee obtains all six (6) ASE certifications listed in Group 1, the employee will receive an additional Five Hundred Dollars (\$500.00) stipend.

Group 2 – Employees will be paid a stipend of Three Hundred and Twenty-Five Dollars (\$325.00) for each of the following ASE certifications obtained:

A1 Engine Repair
A2 Automotive Transmission
A5 Brakes
A9 Light Vehicle Diesel Engines
T1 Gasoline Engines
T4 Brakes

If an employee obtains all six (6) ASE certifications listed in Group 2, the employee will receive an additional Five Hundred Dollars (\$500.00) stipend.

Group 3 – Employees will be paid a stipend of Two Hundred and Twenty-Five Dollars (\$225.00) for each of the following ASE certifications obtained:

A4 Suspension & Steering
A7 Heating & Air Conditioning
E2 Electrical/Electronic Systems Installation & Repair
T5 Suspension & Steering
T7 Heating & Air Conditioning
T8 Preventative Maintenance Inspection

If an employee obtains all six (6) ASE certifications listed in Group 3, the employee will receive an additional Three Hundred Dollars (\$300.00) stipend.

Group 4 – Employees will be paid a stipend of Two Hundred Dollars (\$200.00) for each of the following ASE certifications obtained:

A3 Manual Drive Train
E1 Truck Equipment Installation & Repair
E3 Auxiliary Power Systems
P1 Truck Dealership Parts Specialist
T3 Manual Drive Train
B4 Structural Analysis & Damage Repair

If an employee obtains all six (6) ASE certifications listed in Group 4, the employee will receive an additional Two Hundred and Fifty Dollars (\$250.00) stipend.

Group 5 – Employees will be paid a stipend of One Hundred and Seventy-Five Dollars (\$175.00) for each of the following ASE certifications obtained:

L1 Automotive Advanced Engine Performance Specialist

Certification must be updated when required in order to maintain the stipend.

The Automotive Service Excellence (ASE) categories are as follows:

Automobile:

Engine Repair, Engine Performance, Brakes, Electrical Steering/Suspension, Drive Train and any other category that may be approved by the Director of Vehicle Services.

Medium & Heavy Duty Truck:

Electrical, Brakes, Steering/Suspension, Drive Train, Diesel Engine Repair, Gasoline Engine Repair and any other category that may be approved by the Director of Vehicle Services.

Certification must be updated when required in order to maintain the stipend.

2. Engineering Department: Employees in the Engineering Department who possess a professional license or certificate not required by their title will receive annually, in addition to his/her base salary, an educational incentive as set forth below:

All I.M.S.A. Level 3 Courses – Traffic Signals, Signs and Markings	\$450.00
All I.M.S.A. Level 2 Courses – Traffic Signals, Signs and Markings	\$350.00
All I.M.S.A. Level 1 Courses – Traffic Signals, Signs and Markings	\$250.00
Pre-Requisite Entry Level Courses – Work Zone Traffic Control	\$150.00
Traffic Signal Inspector Course	\$150.00

Note: The above license/certification payments shall be cumulative in nature. For instance, an individual who has obtained a level 1, 2 & 3 I.M.S.A. certification shall receive a total annual educational incentive of One Thousand Fifty Dollars (\$1,050.00). Maximum annual license/certification payments shall be One Thousand Three Hundred Fifty Dollars (\$1,350.00). Certifications must be updated, when required, in order to maintain the stipend.

- A. This incentive will be paid in equal increments through the employee's regular bi-weekly pay. Compensation to commence within thirty (30) days after notification is made to the Department of Employee Relations.
- B. Successful attainment of the certification will be evidenced by submission to the County Engineer and the Department of Employee Relations of a copy of each I.M.S.A. certificate.
- C. Those employees who qualify for this financial remuneration must notify the County Engineer and Department of Employee Relations within sixty (60) days of the obtainment and awarding of each I.M.S.A. certificate. Failure to notify will result in the employee not receiving the added benefit to his/her salary until sixty (60) days after the employee actually provides said notification.
- D. The County will reimburse the employee for the cost of the registration only upon passing the required test for each certification.

ARTICLE 24 UNIFORMS

A. Uniform Allowance and Uniform Maintenance payments will be Eight Hundred Dollars (\$800.00), with Four Hundred Fifty Dollars (\$450.00) attributed to uniform maintenance and Three Hundred Fifty Dollars (\$350.00) attributed to uniform allowance. Payable as follows:

1. All full-time supervisory personnel who are required to wear a uniform by their Department Head or his/her designee shall receive payment of Four Hundred and Fifty Dollars (\$450.00), with two equal payments of Two Hundred Twenty-Five Dollars (\$225.00) each, one on or before June 1st of each year for the duration of this Agreement and one on or before December 1st of each year for the duration of this Agreement. Eligibility for this benefit shall begin on the first of the next month following the completion of any employee's original working test period. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis.

2. All full-time personnel covered by this contract who are required to wear a uniform shall receive a payment (Payable on or about every April 1st) and continuing for the duration of the Agreement, the annual uniform allowance shall be Three Hundred Fifty Dollars (\$350.00).

3. As a condition of employment and at their own expense, employees are expected to wear and maintain OSHA approved safety shoes if their job classification falls within a category covered by the requirements of OSHA.

B. Supervising Security Guards who are required by the Board as a condition of employment to wear a uniform, shall receive total compensation of Six Hundred Fifty Dollars (\$650.00) per person, payable in two equal installments of Three Hundred Twenty-Five Dollars (\$325.00) on or before June 1st and on or before December 1st of each contact year.

All Supervising Security Guards who are not required to wear uniforms, or who are required to wear uniforms and fail to wear those uniforms, will not be paid this allowance. Disciplinary action may be taken at the discretion of the Department Head against any supervisory employee who is required to wear a uniform and fails to do so.

C. All employees who receive a uniform allowance are expected to keep their uniform clean and present themselves in a neat and orderly manner. Disciplinary action may be taken, at the discretion of the Department Head, against any supervisory employee who is required to wear a uniform and fails to do so.

ARTICLE 25 **BUFFER ZONE**

A buffer zone of One Thousand Dollars (\$1,000.00) shall be maintained between the particular supervisor and highest paid subordinate supervised by that particular supervisor. This provision will not be triggered until the conclusion of a ninety (90) day waiting period during which time the highest paid subordinate has been continuously supervised by the member of this bargaining unit to receive the benefit of this clause. Upon conclusion of this ninety (90) day waiting period, the salary adjustment shall be retroactive to the first day of such service. Assistant Supervisors and Supervising Security Guards are not eligible for this benefit.

ARTICLE 26
NIGHT DIFFERENTIAL

Employees covered by this Agreement shall be eligible for an eight percent (8%) night differential if they work on the "B" or "C" shifts. The County and Union agree to review this benefit should conditions warrant improvement.

ARTICLE 27
WORK PERFORMANCE

All employees covered by this Agreement will be expedited to perform all duties as assigned by their supervisor. This shall include, but not be limited to, the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through employer work rules, personnel regulations or other regulations. It is also recognized and agreed that employees in this bargaining unit recognize the authority of the Board to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Board.

ARTICLE 28
PERFORMANCE EVALUATION

The employer 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 29
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 30
**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.

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 benefits.

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.

All employees, current and future, who retire on or after June 1, 2010 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. This applies to all types of retirements, including disability.

Effective June 1, 2010, the following changes will affect all new hires:

Employees will be offered the NJ Direct 15 Plan, or its replacement. New hires may elect a higher level of coverage at their expense.

Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.

The County will no longer reimburse retirees Medical part B Premiums.

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 deductive reimbursement.

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.

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

ARTICLE 31
FAMILY DENTAL PLAN

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 total cost for services per patient per benefit year is limited to \$2,000.00. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic serves 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 32
CALL-IN

A: It is understood and agreed that a Blue Collar supervisor who leaves his/her work station and is later required to return to work from his/her home will not be paid less than four (4) hours wages for the four (4) hour period at the applicable rate at the time of call-in, provided that the response time to his/her designated work site is "reasonable". For the purposes of this Agreement, the term "reasonable" is hereby defined as forty-five (45) minutes or less. For those who respond to call-in situations within a reasonable time, the call-in assignment will be deemed to have begun at the time of the telephone call. For Those not responding in a reasonable time, the call-in formula will not apply, but those employees will be paid straight overtime for all hours actually worked.

B. Duty to Respond: It is understood and agreed that all unit members, as public employees, have a duty and obligation to respond in an affirmative manner. When required, in accordance with the seniority list and overtime rotation stipulations of Article 35 and performance standards as provided for in Article 28.

ARTICLE 33
OVERTIME

Employees shall receive cash or compensatory time at the rate of time and one half (1-1/2X) for all overtime hours worked during the year.

A. Payments for overtime shall generally be made in cash, except that each employee reserves the right to accumulate and use a maximum of ninety-six (96) hours of compensatory time per contract year. Employees may accumulate more than ninety-six (96) hours per contract year only through mutual consent of the employee and Department Head.

B. Compensatory time must be used during the calendar year in which it is earned, unless the compensatory time is earned in December or if the employee, through no fault of his/her own, is denied the use of compensatory time in a timely manner. Under these circumstances, the compensatory time credited will carry over into the following year.

C. Under no circumstances shall overtime be accumulated in the form of compensatory time and subsequently be converted to cash payments.

D. For the purpose of overtime, each Department Head or designee and a Union Representative will work together to develop appropriate seniority lists for posting.

E. Emergency Call-In

1. It is understood and agreed that the unit members, as public employees, have a duty and obligation to respond in an affirmative manner during weather emergencies which may negatively impact on the safety and welfare of the general public, such as snow storms.
2. Likewise, it is understood and agreed that the County has a duty and obligation to insure to the fullest extent possible, the safety and well-being of the workers that are serving the County under such adverse conditions.
3. During the weather or other emergencies requiring extended hours of work, the County and Union agree that the safety of the employees, the public, the facilities and equipment requires that employees working extended hours have reasonable rest and meal breaks.
4. Employees who have affirmatively responded, and perform weather or other emergency related work for four (4) or more hours prior to, and contiguous with, their normal shift shall remain on time and one-half when continuing to work into their regular shift for a period of up to four (4) hours. If emergency related work is completed in less than four (4) hours into the regular shift, compensation will revert to straight time rates of pay.
5. The determination of when emergency related work is completed will be at the sole discretion of the County. It is the intent of the parties to insure the most efficient and effective emergency response, and as such, the parties agree that any disputes concerning the implementation of this provision will not be subject to the arbitration process and will stop at the County Administrator's level.

ARTICLE 34
HOURS OF WORK

The following regular shifts will prevail:

A. Engineering Department – 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period.

1. Overtime Rotation: Overtime in the Engineering Department shall be assigned in accordance with the seniority list which shall set forth the names of the employees at each job location in order of their seniority.

a) The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept the assignment. Overtime assignments will proceed down the seniority list.

b) If an employee to whom the overtime assignment has been offered shall decline to accept that assignment, he/she will be passed and will not be offered any other overtime assignment until his/her turn is reached again.

c) If any employee is offered an overtime assignment and is unable to perform the assignment because he/she is unqualified to do the work, he/she will be offered the next overtime assignment. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work.

d) Overtime lists shall be kept current at each job location. Management will endeavor to equalize overtime opportunities and shall keep appropriate records of attempts to assign overtime.

B. Vehicle Services –

A Shift – 7:00 A.M. to 3:30 P.M. with a ½ hour unpaid meal period

B Shift – 3:30 P.M. to Midnight with a ½ hour unpaid meal period

C Shift – Midnight to 8:30 A.M. with a ½ hour unpaid meal period

C. Buildings & Grounds -

8:00 A.M. to 4:30 P.M., with a ½ hour unpaid meal period

4:00 P.M. to 12:00 Midnight, with a ½ hour paid meal period, and two 15 minute breaks which may be taken at 11:30 P.M.

- D. Bridge Department –
7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period
- E. Parks Department -
7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period
- F. Road Department –
7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period
- G. Solid Waste Management –
Monday – Friday – 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period
Tuesday – Saturday – 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period
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Wednesday – Sunday – 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period
Saturday – Wednesday – 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period
- H. Security Department – Annually, in the month of January, shifts will be posted and bid on by seniority. Employees of the Security Department will have at least ten (10) working days notice prior to any scheduled change in hours, except in the case of an emergency. The parties expressly recognize that flexibility in scheduling hours is necessary due to the nature of the work being performed. The following shifts, which may be modified as required, shall include within the eight hour shift a twenty (20) minute meal period at the employee’s assigned post. It is understood that employees while on their meal period are subject to recall.
- | | |
|-----------|------------------------|
| “A” Shift | 8:00 A.M. to 4:00 P.M. |
| “B” Shift | 4:00 P.M. to Midnight |
| “C” Shift | Midnight to 8:00 A.M. |
| “D” Shift | 1:00 P.M. to 9:00 P.M. |
- I. All shifts, with the exception of the Building & Grounds night shift and all Security shifts, shall also have one (1) 15-minute wash-up period.
- J. Between Memorial Day and Labor Day, variant scheduling may be approved in the Solid Waste Department and the Road Department by the Department Head/designee. A variant schedule must be a regular schedule that does not vary from week to week. Time worked in excess of eight (8) hours per day whole on variant scheduling is considered part of the regular work schedule and is never compensated at overtime pay rates.

ARTICLE 35
SPECIAL ASSIGNMENT PAY

Special Assignment Pay shall be provided to members of this bargaining unit assigned to the Ocean County Jail. Eligible employees shall receive additional compensation of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per annum, pro-rated for the number of hours actually worked in that facility.

A special assignment stipend of One Thousand Dollars (\$1,000.00) per annum shall be paid to each member of the bargaining unit designated by his/her Department Head to perform underwater inspections. The stipend shall be payable in equal installments with each paycheck throughout the contract year so long as the employee is available, willing and able to perform these services.

ARTICLE 36
JOB POSTINGS

A. Notice of vacancies will be posted on all appropriate bulletin boards, with a copy submitted to the Shop Steward of the Union by the Department Head or his/her designee. All postings will have a copy of the job description or Civil Service Commission job specifications.

B. In the event a candidate is out on authorized leave, a Shop Steward may apply for a position on his/her behalf, however, the candidate must re-apply within five (5) days of his/her return to work.

C. All postings must be presented to the Shop Steward prior to posting.

D. All vacancies shall be duly posted and all bids considered.

ARTICLE 37
LEGAL AID

The Employer shall provide legal aid to all personnel covered by this Agreement as provided for in an Ocean County resolution adopted by the Board of Chosen Freeholders on July 7, 1982; Indemnification of Employees.

ARTICLE 38
SALARY

A. The minimum salary for Blue Collar Assistant Supervisors shall be as of:

April 1, 2020 = \$51,500
April 1, 2022 = \$53,500.00

The minimum salary for Blue Collar Supervisors shall be as of:

April 1, 2020 = \$57,000
April 1, 2022 = \$59,000.00.

B. Effective April 1, 2020, employees in the bargaining unit shall receive an increase of one-point nine percent (1.9%) but not less than One Thousand Seven Hundred Dollars (\$1,700).

C. Effective April 1, 2021, employees in the bargaining unit shall receive an increase of one-point nine percent (1.9%) but not less than One Thousand Eight Hundred Dollars (\$1,800).

D. Effective April 1, 2022, employees in the bargaining unit shall receive an increase of one-point nine percent (1.9%) but not less than One Thousand Nine Hundred Dollars (\$1,900).

E. Employees working less than forty (40) hours per week shall have any flat dollar adjustments prorated.

ARTICLE 39
FULLY BARGAINED CLAUSE

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

ARTICLE 40
DURATION

The duration of this Agreement shall be from April 1, 2020 through March 31, 2023, and its terms shall remain in full force and effect until a successor Agreement is negotiated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 3rd day of September, 2020.

ATTEST:




Mary Ann Cilento
Clerk of the Board

**FOR THE OCEAN COUNTY
BOARD OF CHOSEN
FREEHOLDERS**



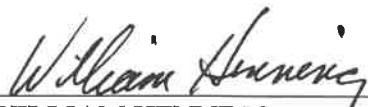
JOSEPH H. VICARI
Freeholder Director

ATTEST:



WITNESS

FOR THE O.P.E.I.U., LOCAL #32



WILLIAM HENNING,
Business Manager