

CONTRACT
BETWEEN
THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
THE OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 32
REPRESENTING
WHITE COLLAR EMPLOYEES
April 1, 2011 - March 31, 2014

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AGREEMENT

This Agreement, executed the day of , 2011, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board" or "County" and the Office and Professional Employees International Union, Local #32, A.F. of L. - C.I.O. - C.L.C., representing White Collar employees hereinafter referred to as "Union".

ARTICLE 1

PURPOSE

The purpose of this Agreement is to set forth herein all negotiable terms and conditions of employment.

ARTICLE 2

RECOGNITION OF UNION

The 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 White Collar employees. 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. This Agreement specifically excludes employees represented by Prosecutor's Clericals, Supervisors and all other employees.

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 control 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, 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 or operation of 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. In the event the Board subcontracts work out, every attempt will be made to transfer said employee/s to work he/she is currently performing or work he/she is capable of performing at no loss of pay where possible.
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.

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

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 grievances may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Board or any of its authorized managerial executives or supervisory personnel.

ARTICLE 4

NO STRIKE CLAUSE

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and its employees shall not have the right to engage in any slowdown, work stoppage, strike or similar type of concerted action activities. The sole method for resolving any disagreement concerning this Agreement or any other elements of employment relationship shall be covered by the procedure contained in this Agreement or legal remedies available to the parties that do not constitute strike or work stoppages.

The Union agrees that if any type of concerted activity occurs as noted above, the Union will immediately take all necessary steps to terminate such activities and will condemn such activities.

No lockout of employees shall be instituted or supported by the County during the term of this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

1. **Definitions**

A. A "grievance" is an allegation by an employee or the Union that a specific provision of this Agreement has been violated. These grievances may only be submitted to binding arbitration as a final step in the procedure.

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

H. "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 by 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. Class grievances shall be filed at Level 2 within fifteen (15) days of the occurrence of a class grievance.

3. Processing

A. Time Limit - The number of workdays 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. 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 become aware or should have become aware of the problem, whichever is last.

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 within fifteen (15) workdays of the occurrence of the grievance. The Department Head will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) workdays of the submission date on the grievance form.

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) workdays 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) workdays 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. Should the Administrator determine that a hearing would be advantageous to the parties it shall be scheduled within seven (7) workdays after receipt of the grievance appeal from the County Employee Relation's Director's decision at Step 2 of the process.

The County Administrator will submit a written answer to the grievant within seven (7) workdays after the adjournment of the hearing. The hearing by the County Administrator will take place within twenty-one (21) workdays after the scheduled date is submitted to the grievant. Should the County Administrator not request a hearing, the Administrator shall submit a written answer to the Union Representative within seven (7) workdays of the submission of the grievance at Step 3. The decision of the County Administrator shall be final and binding on all matters except contract violations.

E. Step 4 - If the grievant is still dissatisfied with the answer received from the County Administrator and the grievance is a matter of contract violation, then the grievance may be submitted to arbitration in accordance with the procedure outlined below:

1. Within twenty-five (25) work days of the decision of the County Administrator, the Union Representative may request arbitration of the grievance by requesting a list of arbitrators from the Public Employment Relations Commission (PERC).
2. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
3. The arbitrator shall have no power to add to, subtract from or alter the language of this agreement. He/she shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that do not constitute violations of this agreement. The arbitrator shall rule only on the interpretation of the clause of the agreement involved.

4. 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 governmental agencies other than the Board of Chosen Freeholders.
5. 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.
6. The cost of the services of the arbitrator shall be shared equally by the parties in interest.
7. 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. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Board's agencies.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and Employee Relations Director will distribute the forms as required.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
6. Notice of hearings shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Board's premises.

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

HOLIDAYS

Members of the bargaining unit covered by this Agreement shall enjoy the following holidays with pay, to be observed on the dates specified each January by the Board of Chosen Freeholders:

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

The County will comply in granting a holiday whenever the Governor of the State of New Jersey and 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. If an Aide Penal Institution 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 continuously worked on the holiday.

Employees holding the title of Aide Penal Institution 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's celebration of these three holidays said designation shall not apply to these employees.

The following provision will take effect on the calendar year following the year all existing Collective Bargaining Units agree to its conclusion in their Collective Bargaining Agreements:

Each full-time employee covered by this Agreement shall enjoy holidays with pay to be observed on the dates established by the State Government.

ARTICLE 9

LONGEVITY PAY

Longevity Pay for all classified permanent employees covered by this Agreement, will not be cumulative and is based upon the schedule set forth below:

After 7 years + 1 day	Total	- 3.0% of base salary
After 12 years + 1 day	Total	- 4.6% of base salary
After 17 years + 1 day	Total	- 5.7% of base salary
After 22 years + 1 day	Total	- 6.5% of base salary
After 27 years + 1 day	Total	- 7.3% of base salary
After 32 years + 1 day	Total	- 8.0% of base salary

Effective April 1, 2013, any employee hired shall not be eligible for this benefit.

ARTICLE 10

BEREAVEMENT PROVISION

Members of the bargaining unit shall have up to three (3) days leave in the event of the death of a spouse, common-law spouse, child, parent, grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild, uncle or aunt of the employee, or any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle or grandparent.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The Employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days:

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death, except for extenuating circumstances.

ARTICLE 11

PERSONAL LEAVE

Members of the bargaining unit may be eligible for three (3) days Personal Leave which may be used for personal business which cannot be conducted after the work day. Use of personal days shall require forty-eight (48) hours notice, except in the case of any emergency.

The employee must have the permission of his/her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative. Personal Leave shall not be unreasonably denied.

For new employees in their first calendar year of service, Personal Leave shall be earned, in hours, as follows:

<u>Date of Initial Hire</u>	<u>Number of Personal Leave Days</u>
January 1 thru April 30	3 days
May 1 thru August 31	2 days
September 1 thru October 31	1 day
November 1 thru December 31	0 days

Employees hired on or after October 1 through October 31 of their first calendar year in service may use the one personal day to be awarded to them after two months of service, but must use that day prior to the end of the calendar year. Except for employees hired on or after October 1 through October 31 of their initial calendar year of service, no employee shall be entitled to use Personal Leave until he/she has worked three months for the County.

Personal days shall not be carried over from one calendar year to the next and must be used in increments of one full day.

ARTICLE 12

DUES CHECKOFF

Following the successful completion of the ninety (90) day working test period, the Employer agrees to deduct from the earnings of each employee union member dues, initiation fees and special assessments when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the County against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary -Treasurer of the Office and Professional Employees International Union - Local #32. A list of the names of deductees will be forwarded annually.

The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the O.P.E.I.U. Local #32 shall pay an agency shop fee up to the maximum allowed by law based on the dues, initiation fees and special assessments of the Union. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the Union. The Union agrees to save the Employer harmless from any and all actions it takes under this Article.

ARTICLE 13

VACATION TIME

Vacation leave will be granted to each full-time employee, in hours, on the following basis:

1. For an employee with no more than twelve (12) months of service....one (1) day, in hours, for each calendar month employed.
2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years....twelve (12) working days, 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 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.
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 month period shall not be entitled to any leave accumulated during that time.

Members of the bargaining unit 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 14

SICK LEAVE

Sick Leave shall be accumulated at the rate of one and one-quarter (1 1/4) days per month, credited in hours, in the first twelve months of service, commencing on the first month or major portion thereof from day of hire. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, Sick Leave during the first three (3) months of employment. Employees who are not retained at the conclusion of the three (3) month period shall not be entitled to any leave accumulated during that time.

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

It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year and the total number of sick hours, pro-rated, shall be credited to the employee in hours. If separation occurs before the end of the year and more Sick Leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick Leave may accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation shall not be charged to Sick Leave.

Paid holidays occurring during a period of Sick Leave shall not be chargeable to Sick Leave.

Members of the bargaining unit are eligible for coverage under the County's Reimbursement for Sick Days at Retirement Policy. This Policy provides for the reimbursement of unused sick hours at retirement on the basis of one-half pay for each earned and unused sick day to a maximum of \$15,000. Employees have a choice of selecting either a lump sum payment or payments spread over a three (3) year period. Employees are responsible for following all of the conditions and controls of this policy and all forms pertinent to the policy must be filled out and submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences.

ARTICLE 15

UNION LEAVE

Members of the bargaining unit may use up to a total of thirty-three (33) days for Union business leave during each subsequent contract year. Only the Business Manager of O.P.E.I.U. Local #32 can request Union Leave and he/she will make such request to the Director of Employee Relations. The Union must confirm to the Director of Employee Relations that the requested leave was utilized. Use of Union Leave must directly pertain to the White Collar 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 16

SEVERABILITY CLAUSE

If any part, clause, portion or article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

ARTICLE 17

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 to increase and improve productivity among members of this bargaining unit.

ARTICLE 18

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 19

CALL- IN PAY

Any employee who leaves his/her work station and is required to return to work from his/her home shall be compensated with a guarantee of four (4) hours work upon the employee's return to his/her work location for the call-in work assignment. No employee will be paid less than four (4) hours wages for the four (4) hour period at the applicable rate at the time of call-in.

ARTICLE 20

MEAL ALLOWANCE

If a White Collar employee is called in to work prior to the beginning of his/her normal shift, and does not have an opportunity to return home prior to the beginning of that regular shift, one (1) Meal Allowance of \$5.00 will be paid for every four (4) hours overtime work, with a minimum of one (1) Meal Allowance of \$5.00 payable regardless of the time of the call-in. If the employee does return home prior to the start of his/her regular shift, one (1) Meal Allowance of \$5.00 will be paid for every four (4) hours overtime worked.

On the other hand, if a White Collar employee is required to remain at work beyond the conclusion of his/her regular shift, one (1) Meal Allowance of \$5.00 will be paid provided that the additional hours extend the employee's work day two (2) hours beyond the conclusion of their normal work day. If that employee's work hours are extended for more than four (4) hours, a Meal Allowance of \$5.00 will be paid for every four (4) hour period worked beyond the conclusion of the normal workday.

Under no circumstances shall more than three (3) Meal Allowances be due during any twenty-four (24) hour period. For the purposes of this Article, the twenty-four hour period is deemed to begin at the time a call-in or other event triggers eligibility for Meal Allowance.

Meal Allowance will not apply in cases where the overtime situation is planned in advance.

ARTICLE 21

OVERTIME

Members of the bargaining unit shall be expected to complete their work in the time allotted during the normal working day. Any forty (40) hour per week employee scheduled to work beyond his/her regularly scheduled workday shall be paid at the rate of one and one-half (1 1/2X) times their base pay after the completion of eight (8) hours work in any scheduled work day or forty (40) hours in any scheduled work week.

Employees who work less than a forty (40) hour per week schedule, i.e. 32.5 hours, 35 hours, 37.5 hours shall receive straight time compensation for hours worked up to forty (40) hours inclusive in a work week. Any hours worked passed forty (40) hours in a work week shall be compensated at one and one-half (1 1/2X) times their base pay.

If an employee is required to work on a Saturday or Sunday, unless those days are part of the employees' normal work week or schedule, he/she shall receive overtime compensation for hours worked on the weekend at the rate of one and one-half (1 1/2X) times the base hourly wage. This provision shall also apply to permanent part-time employees who are members of this bargaining unit.

At the request of the employee and with the prior approval of the Department Head, the employee may receive compensatory time at the applicable rate.

Overtime opportunities shall be afforded members of the bargaining group consistent with Article 25 - Seniority. 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 obligated 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.

ARTICLE 22

JOB CLASSIFICATION

A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth for his/her applicable classification under the New Jersey Civil Service Commission's job descriptions.

B. An employee's permanent applicable job classification shall not include a combination of New Jersey Civil Service Commission's job descriptions.

C. Definitions of transfers and reassignments shall be in accordance with those contained in the New Jersey Civil Service Commission's Rules.

D. If in the event an employee is assigned to perform work in a job classification higher than his/her regular title for two (2) or more complete work days, he/she shall be compensated at a daily rate which is ten percent (10%) higher than his/her regular base salary, retroactive to the first day of such service.

E. In the event a member of this bargaining unit is assigned to perform work in a supervisory title (WCS), the daily out-of-title rate shall be based upon that employee's regular base salary plus \$2,000. This rate is payable for all days members of the bargaining unit are assigned to a supervisory title, retroactive to the first day of such service, once the two (2) day requirement has been satisfied.

F. If an employee is required to work in a lower job classification than his/her regular job classification, he/she shall receive his/her regular rate of pay.

ARTICLE 23

TUITION REIMBURSEMENT

A. Statement of Policy Conditions and Eligibility:

1. Permanent full-time employees may be eligible for tuition reimbursement of eighty (80%) percent of tuition cost up to One Thousand Dollars (\$1,000) per semester, not to exceed Two Thousand Dollars (\$2,000) per year.
2. Under no circumstances shall an Employer be obligated to reimburse for any educational expense except tuition. Travel, fees, textbooks, materials and other non-tuition items specifically excluded.
3. The Department Head will approve of the courses in advance and certify that they are directly related to improving the performance of the County employee in his/her job classification and that funds exist in the departmental budget for the expenses to be incurred. The signature on the purchase requisition will indicate their approval.
4. Only courses offered through accredited institutes of higher learning will qualify for reimbursement.

5. Reimbursement will be contingent upon successful completion of the course as evidenced by a certificate or grade report which will accompany the voucher. Successful completion is defined as a final grade of "C" or better, or in the case where grades are not used, a final result of "pass".
6. Except in unusual circumstances, approval will not be granted for courses which require the employees to be absent during their normal work day.
7. A candidate for an Associate's Degree, Bachelor's Degree or advanced degree who expects at least fifty percent (50%) of the expenses to be borne by the County will be required to sign an Agreement indicating that they will not leave the employment of the County for a one (1) year period after receiving that degree.

B. Procedures:

1. Tuition Reimbursement Request Form ER193 must be completed by the employee. A brief course description, itemized bill and proof of payment must accompany form.
2. Employee will indicate degree or non-degree program. If degree program, please indicate if contract is on file. If it is not, please contact Employee Relations for the necessary paperwork. Request will not be processed without signed Contract Agreement.
3. A purchase requisition must accompany the request form. The Department Heads' signature on the purchase requisition indicates approval for the tuition reimbursement. Electronic purchase requisitions cannot be accepted.
4. The Tuition Reimbursement Form, purchase requisition and all necessary paperwork must be submitted to Employee Relations PRIOR to the start of the course. Requests may be denied if received after the start date.
5. Upon review and approval by Employee Relations, the purchase requisition will be forwarded to Purchasing for processing. Copies of the approved Tuition Reimbursement form will be forwarded to Finance and the employee's department.
6. Upon successful completion of the course(s), the employee shall forward the payment voucher and proof of successful completion to Finance for reimbursement.

ARTICLE 24

PROMOTIONAL REMUNERATION

Any employee within the bargaining unit who receives a promotion shall receive a minimum salary increase of Two Thousand Three Hundred Dollars (\$2,300.00) or the minimum for the title, effective on the date of promotion, whichever is greater.

ARTICLE 25

SENIORITY

A. Members of the bargaining unit are to be notified of promotional opportunities and vacancies prior to filling a position.

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

1. Should resign his/her position and not be rehired by said Employer within three (3) months of said resignation.
2. Should an employee retire.
3. Should an employee suffer a validated dismissal.
4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.
5. Should an employee be absent without leave for more than five (5) days.

C. The Employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by the New Jersey Civil Service Commission's laws and who are subsequently certified by the New Jersey Civil Service Commission. In all instances, employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job as determined by the Employee Relations Director. A job description shall accompany all posted promotions.

D. 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 is deemed to be next eligible.

E. Aides Penal Institution shall have the right to bid annually for their shift and days off by seniority.

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. A White Collar employee, regardless of title, who shall be transferred to a new department, is to be placed at the bottom of the list for bidding for vacation selection during the first year of that new assignment.

ARTICLE 26

MILEAGE

Costs for mileage shall be reimbursed in accordance with the prevailing County policy.

ARTICLE 27

PERSONNEL FILES

The Employer agrees that upon request with reasonable notice, an employee shall have the opportunity to examine and review pertinent documents, including those related to performance evaluation and conduct in their personnel history file or in any permanent supplementary file maintained by the employee's supervisor.

The County shall honor the request of the employee for copies of documents in the file. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to them. Such response will be included in the relevant permanent personnel file or supplementary personnel file and will be attached to and retained with the documents in question. If any material, derogatory or adverse to an employee is placed in the employee's personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin shall be used against an employee.

ARTICLE 28

SPECIAL ASSIGNMENT PAY

Special Assignment Pay shall be provided to members of this bargaining unit assigned to the Ocean County Juvenile Detention Shelter and the Department of Corrections who work in the Justice Complex, payable in the amount of \$750.00 per annum pro-rated on the basis of time actually spent in those facilities.

Aides Penal Institution are specifically not eligible for this benefit.

ARTICLE 29**UNIFORM ALLOWANCE AND UNIFORM MAINTENANCE**

Aides Penal Institution and Communications Operator, Secured Facilities and those employees who are required to wear a uniform, as determined by the Warden in the Department of Corrections shall receive payment to defray the cost of uniform purchase and maintenance of \$750.00 per contract year. These payments shall be made as follows:

A. Care and Maintenance

Three Hundred and Seventy-Five Dollars (\$375.00) for the care and maintenance of these uniforms. This maintenance stipend shall be payable in two payments of One Hundred Eighty Seven Dollars and Fifty Cents (\$187.50) each, on or before June 1st and December 1st and for the duration of this contract. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis. .

B. Uniform Purchase

An annual payment of Three Hundred Seventy-Five Dollars (\$375.00) for uniform allowance on or before April 1st of each contract year, to defray the cost of purchasing the prescribed uniform.

C. New Hires - Newly hired Aides Penal Institution and Communications Operator, Secured Facilities shall be reimbursed for the initial uniform issue as determined by the Warden. If a new employee completes his/her first 90 days of employment, on or before December 31st, he/she shall additionally be eligible for the uniform purchase allowance described in the preceding paragraph on the subsequent April 1st. Otherwise the employees shall not be eligible for uniform allowance until the subsequent contract year.

D. Mail Room personnel in the Public Affairs Department who are required to wear a uniform by the Director of Public Information shall receive One Hundred and Fifty (\$150.) per contract year for clothing maintenance. Payment shall be made on or before June 1st of each contract year. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis. An ample supply of uniforms will be provided by the County.

All employees who are required to wear and maintain the prescribed uniform must do so. Failure to do so may result in disciplinary action.

ARTICLE 30**NIGHT DIFFERENTIAL**

Night Differential of eight percent (8%) will be paid to any White Collar employees whose permanent shift begins after 3:00 P.M.

ARTICLE 31
WORK HOURS

The parties recognize that members of the bargaining unit have regular work weeks ranging from 32 1/2 to 40 hours and that the length of the regular work week for any employee is individually designated by the Board of Chosen Freeholders and the managerial executives to whom the employee reports. Either party may request a change in this practice and such request is to be the subject of negotiations.

However, the parties further recognize that optimum efficiency and productivity may require adjustments from time to time to the number of regular hours in a work week for individual employees. Accordingly, the parties agree that the regular work week for employees may be adjusted to a greater or lesser number of hours and that base salaries for employees whose regular work week is so adjusted shall be expanded or contracted by 7 1/2% for each 2 1/2 hours the regular work week is correspondingly lengthened or shortened.

All White Collar employees shall continue to enjoy a one (1) hour daily lunch period, as well as two (2) fifteen minute breaks, one in the morning and one in the afternoon, which may be taken away from the employee work area.

The one (1) hour unpaid daily lunch period referenced above, may be modified to one-half (1/2) hour unpaid lunch period at the request of a White Collar employee and with the prior consent of the Department Head. Such request shall be based on seniority and will normally be reviewed and may be modified at least annually.

ARTICLE 32
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 September 1, 2008 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.

Effective September 1, 2008, 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 Medicare 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 33

FAMILY DENTAL PLAN

All members of the bargaining unit working thirty-two and one-half (32.5) hours or more shall be permitted to enroll after the first of the month following three (3) full months of employment in a Family Dental Plan.

The Family Dental Plan will be made available to eligible employees, spouses and children to age 19. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic services 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 34

RIGHTS AND PRIVILEGES OF THE UNION

- A. The County agrees to make available to the Union all public information needed to process any grievance or complaint between the County and the Union.
- B. Whenever any representative of the Union or an employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he/she shall suffer no loss in pay.
- C. The Union shall have the use of the bulletin boards and County mail system to contact their members.
- D. Each member of the Union shall be provided with one (1) copy of the Agreement.
- E. Employees who are subject to interviews which they reasonably believe may lead to disciplinary action against them shall have the right to request the presence of a Union Representative at such interviews.

ARTICLE 35

SALARY

A. The minimum salaries for titles covered by this Agreement shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

B. Effective April 1, 2011, all employees in the bargaining unit shall receive an increase of one and one-half percent (1.5%) applied to their March 31, 2011 base salary, or the minimum, whichever is greater.

C. Effective April 1, 2012, all employees in the bargaining unit shall receive an increase of one and one-half percent (1.5%) applied to their March 31, 2012 base salary or the minimum, whichever is greater.

D. Effective April 1, 2013, all employees in the bargaining unit shall receive an increase of one and one-half percent (1.5%) applied to their March 31, 2013 base salary, or the minimum, whichever is greater.

ARTICLE 36

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 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

DURATION

The terms and conditions set forth in this Agreement shall become effective on April

1, 2011 except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2014, or until execution of successor Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this day of _____, 2011.

ATTEST:

FOR THE OCEAN COUNTY BOARD
OF CHOSEN FREEHOLDERS

Betty Vasil
Clerk of the Board

Joseph H. Vicari
Freeholder Director

ATTEST:

Allen Byron, Business Manager &
Secretary/Treasurer, O.P.E.I.U. #32

Sharon Eastwick
Assistant Business Manager

Negotiating Team Members

Deborah Conroy

Nancy Saykanics

Maria Kowalewski

Christina T. Silvani

Rafael Maldonado

Donna Spence

Palmieri

Diane G. Spillane

Viola

Dawn Rowley

APPENDIX A

SECTION A

<u>YEAR/TITLE</u>	<u>32.5</u>	<u>35</u>	<u>37.5</u>	<u>40</u>
2010 Clerk 1 (Clerk, Docket Clerk, Index Clerk) Messenger Receptionist	\$22,655	\$24,398	\$26,140	\$27,883

SECTION B

<u>YEAR/TITLE</u>				
2010 Bindery Worker Keyboarding Clerk 1 (Clerk Typist) Clerk Transcriber Clerk Typist Bi-Lingual Spanish/English Clerk 1 (Docket Clerk Typing, Index Clerk Typing) Mail Clerk <u>Records Support Technician 2 (Police Records Clerk)</u> Receptionist Typing Receptionist Typing/Telephone Operator Receptionist/Telephone Operator Clerk 2 (Senior Clerk)	\$23,584	\$25,399	\$27,213	\$29,027

SECTION C

<u>YEAR/TITLE</u>	<u>32.5</u>	<u>35</u>	<u>37.5</u>	<u>40</u>
2010	\$24,514	\$26,400	\$28,285	\$30,171
Account Clerk				
Account Clerk Stenography				
Account Clerk Typing				
		<i>Clerk Driver</i>		
Clerk Stenographer				
		<i>Clerk Typist 2 Evidence Handling</i>		
Records Support Technician 1 (Identification Clerk, Microfilm Machine Operator)				
Interviewer Veteran's Service Bureau Typing				
Inventory Control Clerk				
Microfilm Machine Operator Typing				
Office Appliance Operator				
Keyboarding Clerk 2 (Operator Automated Typewriter)				
		<i>Records Support Technician 2 (Police Records Clerk Typing)</i>		
Printing Machine Operator Trainee				
Purchasing Assistant Typing				
Radio Dispatcher Typing				
Receptionist/Senior Telephone Operator				
Senior Bindery Worker				
Senior Clerk Typist/Telephone Operator				
Senior Clerk Transcriber				
Keyboarding Clerk 2 (Senior Clerk Typist)				
		<i>Senior Clerk Typist, Bilingual</i>		
Clerk 2 (Senior Index Clerk, Senior Index Clerk Typing)				
Senior Mail Clerk				
Statistical Typist				

SECTION D

<u>YEAR/TITLE</u>	<u>32.5</u>	<u>35</u>	<u>37.5</u>	<u>40</u>
2010	\$25,426	\$27,382	\$29,338	\$31,294
Cashier				
Cashier Typist				
Communications Operator Typing				
Execution Clerk				
Senior Account Clerk				
Senior Account Clerk Stenography				
Senior Account Clerk Typing				
Clerk Stenographer 2 (Senior Clerk Stenographer)				
Clerk 2 (Senior Docket Clerk)				
Records Support Technician 2 (Senior Identification Clerk, Senior Microfilm Machine Operator Typing)				
Senior Operator Automated Typewriter Stenography				
Senior Purchasing Assistant				
Senior Purchasing Assistant Typing				
Senior Radio Dispatcher				
Senior Statistical Typist				

SECTION E

<u>YEAR/TITLE</u>	<u>32.5</u>	<u>35</u>	<u>37.5</u>	<u>40</u>
2010	26,356	\$28,383	\$30,411	\$32,438

Aide Penal Institution

Communications Operator, Secured Facilities

Clerk 2 (Coordinator of Scheduling Recreational Activities/Typing)

Clerk 1 (Elections Clerk)

Principal Account Clerk

Principal Account Clerk Stenography

Principal Account Clerk Typing

Principal Bookkeeping Machine Operator

Clerk 3 (Principal Clerk)

Clerk Stenographer 3 (Principal Clerk Stenographer)

Principal Clerk Transcriber

Keyboarding Clerk 3 (Principal Clerk Typist)

Principal Clerk Typist/Telephone Operator

Principal Clerk/Senior Telephone Operator

Clerk 3 (Principal Docket Clerk, Principal Index Clerk, Principal Docket Clerk Typing, Principal Index Clerk Typing)

Principal Mail Clerk

Records Support Technician 4 (Principal Microfilm Machine Operator)

Probate Clerk Typing

Purchasing Expeditor

Purchasing Expeditor Typing

Senior Cashier

Senior Cashier Typing

Senior Office Appliance Operator

SECTION F

<u>YEAR/TITLE</u>	<u>32.5</u>	<u>35</u>	<u>37.5</u>	<u>40</u>
2010	\$27,285	\$29,384	\$31,483	\$33,582

Records Support Technician 4 (Custodian of Records)

Principal Cashier Typing

Clerk 3 (Principal Elections Clerk)

Principal Operator Automated Typewriter

Principal Operator Automated Typewriter Stenographer

Principal Purchasing Assistant Typing

Principal Office Appliance Operator

Clerk 2 (Senior Elections Clerk)

Senior Execution Clerk

Records Support Technician 3 (Senior Police Records Clerk, Senior Police Records Clerk
Typing)

Senior Probate Clerk Typing

SECTION G

<u>YEAR/TITLE</u>				
2010	\$28,243	\$30,415	\$32,588	\$34,760

Administrative Clerk

Administrative Clerk Typing

Administrative Secretary

Paralegal Specialist

Pre-Press Machine Operator

Printer

Printing Machine Operator II

