

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 4/1/2017 thru 3/31/2020.

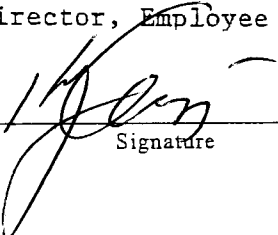
Employer: OC Prosecutor

County: Ocean

Date: 9/8/2017

Name: Keith J. Goetting
Print Name

Title: Director, Employee Relations


Signature

SUMMARY FORM

**COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & NON-FIRE**

Section I: Agreement Details

Public Employer: OC Prosecutor County: Ocean
 Employee Organization: OC Prosecutor's Office Clerical Assn. - Employees in Unit: 27
Prosecutor Clerical Employees
 Base Year Contract Term: 4/1/2014-3/31/2017 New Contract Term: 4/1/2017-3/31/2020
 Type of Settlement: Mediated Settlement Fact-Finder Recommendation Voluntary Settlement Super Conciliation

	Column A Base Year - Total Costs <i>(Last Year of Previous agreement)</i>	Column B New Base Year - Total Costs <i>(First Year of Successor agreement)</i>
Section II: Economic		
Item 1 <u>Salary</u>		
Item 2 <u>Increment</u>		
Item 3 <u>Longevity</u>		
Item 4 _____		
Item 5 _____		
Item 6 _____		
Item 7 _____		
Item 8 _____		
Item 9 _____		
Item 10 _____		
Item 11 _____		
Item 12 _____		
Any additional items list on separate sheet Additional Items		
Section III: Totals - Sum of costs in each column		
	(Total)	(Total)

Section IV: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement) _____

Effective Date (m/d/yyyy)	4/1/2017	4/1/2018	4/1/2019
Percent Increase	1.9%	1.9%	1.9%
Total cost of increase ..			
Total base salary (successor agreement)			

Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) 1.9%
 Dollar Impact (average per year over term of agreement) _____

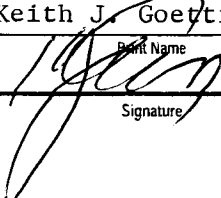
Section VI

Health Insurance (indicate costs associated on each line)

	Base Year	Year 1
Cost of Health Plan	SHBP	
Employee Contributions		
Prescription		
Dental		
Vision		

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section VII

Prepared by: Keith J. Goetting Title: Director, Employee Relations
 Signature:  Date: 9/8/2017

CONTRACT
BETWEEN
OCEAN COUNTY PROSECUTOR
EMPLOYER
AND
OCEAN COUNTY PROSECUTOR'S OFFICE CLERICAL
ASSOCIATION
REPRESENTING
PROSECUTOR CLERICAL EMPLOYEES
APRIL 1, 2017 - MARCH 31, 2020

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AGREEMENT

This Agreement, executed the 8th day of Sep, 2017 has been negotiated between the Ocean County Prosecutor, hereinafter referred to as the "Employer", and the Ocean County Prosecutor's Office Clerical Association representing Prosecutor's Clerical employees hereinafter referred to as "Union."

ARTICLE 1

PURPOSE

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

ARTICLE 2

RECOGNITION OF UNION

The Employer recognizes the Ocean County Prosecutor's Office Clerical Association as the exclusive representative of all White Collar employees of the Prosecutor's Office. Said Union is permitted to negotiate with the Employer for the purposes provided for under Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours and those terms and conditions of employment permitted by said statutes. This Agreement specifically includes all non-supervisory White Collar employees employed by the Ocean County Prosecutor's Office and excludes managerial executives, confidential employees, supervisors within the meaning of the Act, professional employees, police, casual employees and all other employees of the Ocean County Prosecutor's Office.

ARTICLE 3

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Employer 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, 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 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 Employer.
8. To determine the number, location and operation of divisions, departments, work sections and all other work units of the Employer, 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 Employer subcontracts work out, every attempt will be made to transfer said employees 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 Employer 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 Employer, 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 Employer shall only be limited by the language of this Agreement.

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 Employer on behalf of the taxpayers and that the Employer 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 Employer or any of its authorized managerial executives or supervisory personnel.

ARTICLE 4

NO STRIKE CLAUSE

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

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

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

ARTICLE 5

GRIEVANCE PROCEDURE

1. Definitions

- A. A "grievance" is an allegation by an employee or the Union that a specific provision of this Agreement has been violated. These grievances may only be submitted to binding arbitration as a final step in the procedure. The term "grievance" does not include any claim or allegation involving a disciplinary action or discharge of any employee who is not a permanent employee as defined by N.J.A.C. 4A:1-1.3.
- B. All other allegations that there has been a violation, misinterpretation or a misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the Prosecutor's level, and the Prosecutor's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.
- C. Nothing in this procedure shall preclude an employee from exercising his/her legal or New Jersey Department of Personnel rights.
- D. A "grievant" is an employee who files a grievance.
- E. "Representative" is a person or agent designated to represent either party in this procedure.
- 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 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 Prosecutor.

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

H. Failure by the Chief Clerk 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 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.

All grievances shall be discussed with the immediate supervisor prior to submission of a written statement as required below. However, to be timely filed, the written statement required below must be filed within fifteen (15) workdays of the occurrence of the grievance.

B. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Chief Clerk. The grievant must file the written grievance within fifteen (15) workdays of the occurrence of the grievance. The Chief Clerk will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) workdays of the submission date on the grievance form. In the event that the grievance directly pertains to the Chief Clerk the matter in dispute will be advanced to Step 2 of the Grievance Procedure.

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

The Prosecutor or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the Union Representative within seven (7) workdays of the submission of the grievance at Step 2.

D. Step 3 - If the grievant is still dissatisfied with the answer received from the Prosecutor and the grievance is a matter of contract violation, then the grievance may be submitted to arbitration in accordance with the procedure outlined below:

1. Within twenty (20) work days of the decision of the Prosecutor, the Union Representative may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employer.

2. Within five (5) workdays of such notice, the Union Representative shall request a list of arbitrators from the New Jersey Public Employment Relations Commission.

3. Within five (5) workdays of the receipt of such list, an arbitrator shall be selected by alternately striking names from the list; the Union Representative striking first. If the arbitrator is unable to serve, another list shall be requested and the process repeated, unless the time is extended by mutual agreement.

4. Within twenty (20) workdays of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.

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

6. 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.

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

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.

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.

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

ARTICLE 6

EMPLOYEE MANUALS

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

ARTICLE 7

NON-DISCRIMINATION

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

ARTICLE 8

HOLIDAYS

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

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

The Employer 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.

ARTICLE 9

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

This provision will be eliminated for all new employees hired on or after April 1, 2013.

ARTICLE 10

BEREAVEMENT PROVISION

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

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

- Date of death
- Any day of viewing
- Date of interment
- Day of religious or memorial service

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

ARTICLE 11

PERSONAL LEAVE

Each employee may be eligible for three (3) days Personal Leave which may be used for personal business which cannot be conducted after the work day. Personal Leave days are considered "earned" on January 1st, May 1st and September 1st of each calendar year. Use of personal days shall require forty-eight (48) hours notice, except in the case of any emergency.

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

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

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

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

Personal days shall not be carried over from one calendar year to the next. Effective with the execution of this Agreement, personal days may be taken in ½ day increments.

ARTICLE 12

DUES CHECKOFF

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

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 14

SICK LEAVE

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

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

It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year and the total number of sick hours, pro-rated, shall be credited to the employee in hours. If separation occurs before the end of the year and more

Sick Leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick Leave may accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation shall not be charged to Sick Leave. Paid holidays occurring during a period of Sick Leave shall not be chargeable to Sick Leave.

Employees in this bargaining unit are eligible for coverage under the County's Reimbursement for Sick Days at Retirement Policy. This Policy provides for the reimbursement of unused sick hours at retirement on the basis of one-half pay for each earned and unused sick day to a maximum of \$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 fifteen (15) days - ten (10) paid and five (5) unpaid for Union business leave during each subsequent contract year. Union Officers or Shop Stewards must request utilization of the leave from the Prosecutor at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for Union business. Use of Union Leave must directly pertain to the Prosecutor's Clerical employees represented by this contract. Joint County/Union discussions, authorized by the Director of Employee Relations or the Prosecutor about matters of mutual concern, shall not be applied against this benefit.

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

ARTICLE 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

OVERTIME

All employees 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 work day 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. 35 hours, 37.5 hours shall receive straight time compensation for hours worked up to forty (40) hours inclusive in a workweek. Any hours worked passed forty (40) hours in a workweek 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 21

JOB CLASSIFICATION

- A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth for his/her applicable classification under the New Jersey Department of Personnel job descriptions.
- B. An employee's permanent applicable job classification shall not include a combination of New Jersey Department of Personnel job descriptions.
- C. Definitions of transfers and re-assignments shall be in accordance with those contained in the New Jersey Department of Personnel Rules.
- D. If in the event an employee is assigned to perform work in a job classification higher than his/her regular title for two (2) or more complete work days, he/she shall be compensated at a daily rate which is ten percent (10%) higher than his/her regular base salary, retroactive to the first day of such service.
- E. In the event a member of this bargaining unit is assigned to perform work in a supervisory title (WCS), the daily out-of-title rate shall be based upon that employee's regular base salary plus \$2,000. This rate is payable for all days members of the bargaining unit are assigned to a supervisory title, retroactive to the first day of such service, once the two (2) day requirement has been satisfied.
- F. If an employee is required to work in a lower job classification than his/her regular job classification, he/she shall receive his/her regular rate of pay.
- G. Every attempt will be made to provide clear instructions and adequate training when Prosecutor's Clerical Employees are requested to perform outside their job classification.

ARTICLE 22

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 Degree, Bachelor Degree or an advanced degree who expects at least fifty percent (50%) of the expenses to be borne by the Ocean County government will be required to sign an agreement indicating that he/she will not leave the employment of the County government for a one-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 Head's 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 23

PROMOTIONAL REMUNERATION

Any employee within the bargaining unit who receives a promotion shall receive a promotional remuneration or the minimum for the title, effective on the date of promotion, whichever is greater. For the duration of 2017 the remuneration will be Two Thousand

Three Hundred Dollars (\$2,300.00). Effective April 1, 2018, the remuneration shall increase to Two Thousand Four Hundred Dollars (\$2,400.00) and effective April 1, 2019, the remuneration shall increase to Two Thousand Five Hundred Dollars (\$2,500.00)

ARTICLE 24

SENIORITY

A. All employees are to be notified of promotional opportunities and vacancies prior to filling a position.

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

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

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

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. Vacations - Whenever more than one employee requests vacation at a job location at any particular time, the Prosecutor 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 into this Unit, is to be placed at the bottom of the list for bidding for vacation selection.

ARTICLE 25

MILEAGE

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

ARTICLE 26

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 27

ASSOCIATION LIAISON

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

ARTICLE 28

NIGHT DIFFERENTIAL

Night Differential of eight percent (8%) will be paid to any White Collar employees whose permanent shift begins after 2:00 P.M.

ARTICLE 29

WORK HOURS

The Prosecutor shall have the option of selecting a workweek of either 37 1/2 or 40 hours. For each additional 2 1/2 hours worked per week the employee shall receive a 7.5% increase on their base salary. The Prosecutor shall retain the right to adjust the regular workweek to a greater or lesser number of hours. The base salary for employees whose regular workweek is so adjusted shall be expanded or contracted by 7.5% of the base salary for each 2 1/2 hours the workweek is correspondingly lengthened or shortened. Prosecutor employees' work hours will be set by the Prosecutor and will continue to include the one-half (1/2) hour unpaid daily lunch they currently receive, as

well as two fifteen (15) minute paid rest periods daily, one in the morning and one in the afternoon.

ARTICLE 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.

A. The County of Ocean currently provides medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P.L. 1974.

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

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

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 retiree Medicare Part B premiums.

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

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

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

All members covered by this bargaining unit and 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, checkup, 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

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 33

SALARY

A. The minimum salaries for titles covered by this Agreement shall be increased by Five Hundred Dollars (\$500) on April 1, 2017, April 1, 2018 and April 1, 2019 as set forth in Appendix A, which is attached hereto and made a part hereof.

B. Effective April 1, 2017, employees in the bargaining unit shall receive an increase of one point nine percent (1.9%), but not less than Nine Hundred Fifty (\$950) applied to their March 31, 2017 base salary.

C. Effective April 1, 2018, all employees in the bargaining unit shall receive an increase of one point nine percent (1.9%), but not less than One Thousand Dollars (\$1,000) applied to their March 31, 2018 base salary.

D. Effective April 1, 2019, all employees in the bargaining unit shall receive an increase of one point nine percent (1.9%), but not less than One Thousand Fifty Dollars (\$1,050) applied to their March 31, 2019 base salary.

E. Employees working less than forty (40) hours per week shall have any flat dollar adjustments or minimum salary for the title held, pro-rated.

F. Upon execution of this Collective Bargaining Agreement, there will be a stipend of Seven Hundred Fifty Dollars (\$750) for any employee having "Bilingual Spanish/English" as part of their title.

ARTICLE 34

FULLY BARGAINED CLAUSE

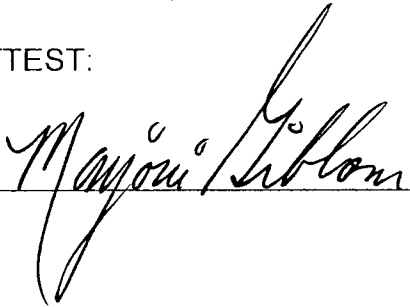
The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which 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.

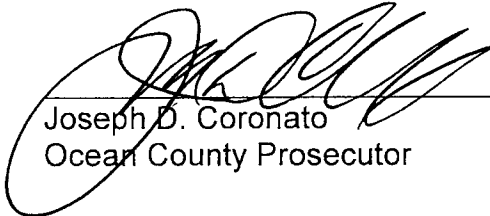
ARTICLE 35

DURATION

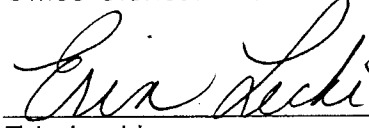
The terms and conditions set forth in this Agreement shall become effective on April 1, 2017 except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2020 or until execution of a successor Agreement.

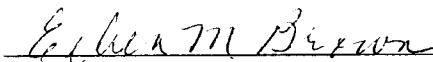
ATTEST:


Majors Liblon


Joseph D. Coronato
Ocean County Prosecutor

For Ocean County Prosecutor's
Office Clerical Association:


Erin Lecki
President


Eileen Brown
Negotiating Team Member


Nancy Donnelly
Negotiating Team Member

APPENDIX A

4/1/2017 4/1/2018 4/1/2019

SECTION A

<u>TITLE</u>	<u>37.5</u>	<u>40</u>	<u>37.5</u>	<u>40</u>	<u>37.5</u>	<u>40</u>
Keyboarding Clerk 1	\$28,213	\$30,027	\$28,713	\$30,527	\$29,213	\$31,027
Keyboarding Clerk 1 Bi-Lingual Sp/Eng						

SECTION B

Keyboarding Clerk 2	\$29,285	\$31,171	\$29,785	\$31,671	\$30,285	\$32,171
Keyboarding Clerk 2 Bi-Lingual Sp/Eng						

SECTION C

Keyboarding Clerk 3	\$31,411	\$33,438	\$31,911	\$33,938	\$32,411	\$34,438
Keyboarding Clerk 3 Bi-Lingual Sp/Eng						

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 4/1/2017 thru 3/31/2020.

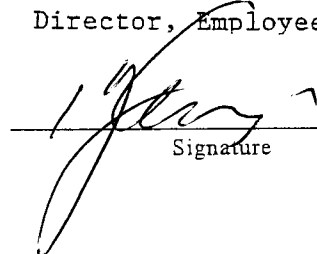
Employer: OC Board of Chosen Freeholders

County: Ocean

Date: 9/8/2017

Name: Keith J. Goetting
Print Name

Title: Director, Employee Relations


Signature

SUMMARY FORM

**COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & NON-FIRE**

Section I: Agreement Details

Public Employer: OC Board of Chosen Freeholders County: Ocean
 Employee Organization: OPEIU Local #32 - White Collar Employees Employees in Unit: 235
 Base Year Contract Term: 4/1/2014-3/31/2017 New Contract Term: 4/1/2017-3/31/2020
 Type of Settlement: Mediated Settlement Fact-Finder Recommendation Voluntary Settlement Super Conciliation

	Column A Base Year - Total Costs <i>(Last Year of Previous agreement)</i>	Column B New Base Year - Total Costs <i>(First Year of Successor agreement)</i>
Section II: Economic		
Item 1 <u>Salary</u>		
Item 2 <u>Increment</u>		
Item 3 <u>Longevity</u>		
Item 4		
Item 5		
Item 6		
Item 7		
Item 8		
Item 9		
Item 10		
Item 11		
Item 12		
Any additional items list on separate sheet Additional Items		
Section III: Totals - Sum of costs in each column	(Total)	(Total)

Section IV: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement) _____

Effective Date (m/d/yyyy)	4/1/2017	4/1/2018	4/1/2019
Percent Increase	1.9%	1.9%	1.9%
Total cost of increase			
Total base salary (successor agreement)			

Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) 1.9%
 Dollar Impact (average per year over term of agreement) _____

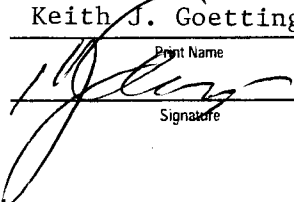
Section VI

Health Insurance (Indicate costs associated on each line)

	Base Year	Year 1			
Cost of Health Plan	SHBP				
Employee Contributions					
Prescription					
Dental					
Vision					

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section VII

Prepared by: Keith J. Goetting Title: Director, Employee Relations
 Print Name

 Signature
 Date: 9/8/2017

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, 2017 – MARCH 31, 2020

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AGREEMENT

This Agreement, executed the 6th day of September, 2017, 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 grievance 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) 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. Should the Administrator determine that a hearing would be advantageous to the parties, it shall be scheduled within seven (7) work days after receipt of the grievance appeal from the County Employee Relations Director's decision at Step 2 of the process.

The County Administrator will submit a written answer to the grievant within seven (7) work days after the adjournment of the hearing. The hearing by the County Administrator will take place within twenty-one (21) work days 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) work days 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.

- A. 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 grievances 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
Presidents' Day	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 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.

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 receive 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 service 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 arrangement and attend funeral services. Therefore, bereavement just 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 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. Effective with the execution of this Agreement, personal days may be taken in ½ day increments.

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 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.

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, unlearned 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

It 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 Freeholders 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 provision 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 of

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 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 work day 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 per 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 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, and shall rotate. 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 the 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 percent (80%) 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 Head's 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 promotional remuneration or the minimum for the title, effective on the date of promotion, whichever is greater. For the duration of 2017 the remuneration will be Two Thousand Three Hundred Dollars (\$2,300.00). Effective April 1, 2018, the remuneration shall increase to Two Thousand Four Hundred Dollars (\$2,400.00) and effective April 1, 2019, the remuneration shall increase to Two Thousand Five Hundred Dollars (\$2,500.00).

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 any 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. 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.

Communication Operators Secured Facilities and Aides Penal Institution are specifically not eligible for this benefit.

ARTICLE 29

UNIFORM ALLOWANCE AND UNIFORM MAINTENANCE

Aides Penal Institution and Communication Operators 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 Eight Hundred Dollars (\$800.00). These payments shall be made as follows:

A. Care and Maintenance

The cost for care and maintenance of these uniforms shall be Four Hundred Twenty-Five Dollars (\$425.00). This stipend shall be payable in two payments of Two Hundred Twelve Dollars and Fifty Cents (\$212.50) each, on or before June 1st and December 1st, 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 will be issued 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 Communication Operators 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 Clerk of the Board Department who are required to wear a uniform by the Director of Public Information shall receive One Hundred and Fifty Dollars (\$150.00) 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 who permanent shift begins after 3:00 PM.

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 covered 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 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 of 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

CORRECTIONS DEPARTMENT

This Article solely pertains to employees assigned to the Department of Corrections, working in the secured section of the facility, including the titles of Aide Penal Institution and Communication Operators Secured Facilities and other titles as determined by the Warden, or his/her designee.

- A. Holidays – Employees holding the title of Aide Penal Institution and Communication Operators Secured Facilities, assigned to the Corrections Department, 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.

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.

- B. Overtime – No employees assigned to Corrections, including Aides Penal Institution and Communication Operators Secured Facilities, shall be assigned "mandatory overtime" for the shift following his or her last shift worked prior to their regularly scheduled days off or a scheduled vacation day, absent extreme emergent circumstances as determined by the Warden.

No employees assigned to Corrections, including Aides Penal Institution and Communication Operators Secured Facilities, shall be required to work more than eight (8) hours of overtime during a single twenty-four (24) hour period, absent emergent circumstances as determined by the Warden.

Overtime compensation may be in the form of cash payment or compensatory time, at the sole discretion of the employee. Employees may take compensatory time off upon approval of the Warden or his/her designee. The decision to grant a comp time request shall be based upon whether minimum staffing levels are met. It is understood that a request for the use of compensatory time off will not ordinarily be granted if it results in overtime for another employee. No employee

who works overtime on his/her day off shall be assigned mandatory overtime on that day.

Employees may accrue a maximum of twenty-four (24) hours of compensatory time per year. Any compensatory time not used by November 15th of the year in which it is earned shall be paid to the employee at his/her current rate of pay, within thirty (30) days thereafter.

- C. Seniority – Aides Penal Institution and Communication Operators Secured Facilities shall have the right to bid annually for their shift and days off by seniority.

ARTICLE 36

SALARY

- A. The minimum salaries for titles covered by this Agreement, as set forth in Appendix A, shall be increased by Five Hundred Dollars (\$500.00) on April 1, 2017, April 1, 2018 and April 1, 2019.
- B. Effective April 1, 2017, all employees in the bargaining unit shall receive an increase of one point nine percent (1.9%), but not less than Nine Hundred Fifty Dollars (\$950.00) applied to their March 31, 2017 base salary.
- C. Effective April 1, 2018, all employees in the bargaining unit shall receive an increase of one point nine percent (1.9%), but not less than One Thousand Dollars (\$1,000.00) applied to their March 31, 2018 base salary.
- D. Effective April 1, 2019, all employees in the bargaining unit shall receive an increase of one point nine percent (1.9%), but not less than One Thousand Fifty Dollars (\$1,050.00) applied to their March 31, 2019 base salary.
- E. Employees working less than forty (40) hours per week shall have any flat dollar adjustments pro-rated.
- F. Upon execution of this Collective Bargaining Agreement, there will be a stipend of Seven Hundred Fifty Dollars (\$750.00) for any employee having "Bilingual Spanish/English" as part of their title.

ARTICLE 37

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 38

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 39

DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 2017 except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2020, or until execution of successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this _____ day of _____, 2017.

ATTEST:

Betty Vasil
Betty Vasil
Clerk of the Board

FOR THE OCEAN COUNTY BOARD
OF CHOSEN FREEHOLDERS

Joseph H. Vicari
Joseph H. Vicari
Freeholder Director

ATTEST:

Ellen M Smith

Sharon Eastwick
Sharon Eastwick, Business Manager &
Secretary/Treasurer, O.P.E.I.U. #32

Jim Johnson
Jim Johnson, Business Representative
O.P.E.I.U. #32

ELLEN M SMITH
ID # 2440929
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires November 27, 2018

Negotiating Team Members

Daniele Tavaglion-Burns
Daniele Tavaglion-Burns

Christina Silvan
Christina Silvan

Ben DeVizio
Ben DeVizio

Diana Sickinger
Diana Sickinger

Lisa D. O'Neill
Lisa D. O'Neill

Jeannette Benz
Jeannette Benz

Deborah Conroy
Deborah Conroy

APPENDIX A

SECTION A

TITLE	4/1/2017		4/1/2018		4/1/2019	
	35	40	35	40	35	40
Binding Specialist 1	\$ 26,399	\$ 30,027	\$ 26,899	\$ 30,527	\$ 27,399	\$ 31,027
Clerk 1						
Clerk 1 Bi-Lingual Sp/Eng						
Keyboarding Clerk 1						
Keyboarding Clerk 1 Bi-Lingual Sp/Eng						
Mail Clerk						
Printing Machine Operator Trainee						
Receptionist/Telephone Operator						
Records Support Technician 1						
Telephone Operator						

SECTION B

TITLE	4/1/2017		4/1/2018		4/1/2019	
	35	40	35	40	35	40
Account Clerk	\$ 27,400	\$ 31,171	\$ 27,900	\$ 31,671	\$ 28,400	\$ 32,171
Aide Penal Institution						
Binding Specialist 2						
Cashier						
Clerk 2						
Clerk Driver						
Clerk Typist 2 Evidence Handling						
Inventory Control Clerk						
Keyboarding Clerk 2						
Keyboarding Clerk 2, Bi-Lingual Sp/Eng						
Keyboarding Clerk 2/Telephone Oper						
Purchasing Assistant						
Radio Dispatcher						
Radio Dispatcher Typing						
Records Support Technician 2						
Senior Mail Clerk						

SECTION C

TITLE	4/1/2017		4/1/2018		4/1/2019	
	35	40	35	40	35	40
Printing Machine Operator 1	\$ 28,382	\$ 32,294	\$ 28,882	\$ 32,794	\$ 29,382	\$ 33,294
Senior Account Clerk						
Senior Account Clerk						
Senior Clerk Driver						
Senior Purchasing Assistant						
Senior Radio Dispatcher						

APPENDIX A

SECTION D

TITLE	4/1/2017		4/1/2018		4/1/2019	
	35	37.5	35	37.5	35	37.5
Clerk 3	\$ 29,383	\$ 31,411	\$ 29,883	\$ 31,911	\$ 30,383	\$ 32,411
Clerk Stenographer 3		\$ 33,438		\$ 33,938		\$ 34,438
Clerk 3/Senior Telephone Operator						
Communications Operator, Secured Facilities						
Keyboarding Clerk 3						
Keyboarding Clerk 3, Bi-Lingual Sp/Eng						
Keyboarding Clerk 3/Purchasing Assistant						
Keyboarding Clerk 3/Telephone Operator						
Principal Account Clerk						
Principal Account Clerk Stenography						
Principal Mail Clerk						
Printing Machine Operator 2						
Probate Clerk Typing						
Purchasing Expeditor						
Records Support Technician 3						
Senior Cashier						

SECTION E

TITLE	35	37.5
Principal Cashier	\$ 30,384	\$ 32,483
Principal Purchasing Assistant		\$ 34,582
Senior Probate Clerk Typing		\$ 35,082

SECTION F

TITLE	35	37.5
Administrative Clerk	\$ 31,415	\$ 33,588
Administrative Secretary		\$ 35,760
Paralegal Specialist		\$ 36,260
Printer		\$ 34,088
Printing Machine Operator 3		\$ 31,915