

CONTRACT

BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

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

REPRESENTING

BLUE COLLAR SUPERVISORS

APRIL 1, 2010 - MARCH 31, 2013

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AGREEMENT

This Agreement, executed the _____ day of May, 2010, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board", and the Office and Professional Employees International Union, Local #32, A.F. of L. - C.I.O. - C.L.C. representing Blue Collar Supervisors hereinafter referred to as "Union".

ARTICLE 1

PURPOSE

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

ARTICLE 2

RECOGNITION OF THE UNION

The Board recognizes the O.P.E.I.U., Local #32, A.F. of L. - C.I.O. - C.L.C. as the exclusive representative of all Blue Collar Supervisors. Said Union is permitted to negotiate with the Board for the purposes provided for under Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours and those terms and conditions of employment permitted by said statutes.

ARTICLE 3

MANAGEMENT RIGHTS

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

1. All management functions and responsibilities which the Board has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Board controlled activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.
3. To reprimand, suspend, discharge or otherwise discipline employees.

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

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

C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Board on behalf of the taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in anyway interferes with, undermines or restricts the exercise of any managerial right by the Board or any of its authorized managerial executives.

NO STRIKE CLAUSE

- A. It is recognized that the need for continued and uninterrupted operation of the Board's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The Union covenants and agrees that during the terms of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Board.
- C. The Union agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other aforementioned activity, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order. The Union agrees that it will undertake any necessary actions at its own expense to terminate any of the above activity on the part of its members of the bargaining unit.
- D. Any activity enumerated above on the part of a Union member or member of this bargaining unit will be deemed as appropriate grounds for the termination of employment by the Board.
- E. No lockout of employees shall be instituted or supported by the County during the term of this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

1. Definitions:

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

misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the County Administrator's level, and the County Administrator's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

C. Nothing in this procedure shall preclude an employee from exercising his/her legal or Civil Service rights.

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

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

F. "Day" means work day.

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 Administrator, unless same was unavailable and is shared with the other party prior to a formal hearing at the next level of jurisdiction.

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

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

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

3. Processing:

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

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

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

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

grievance appeal, investigate the facts and submit a written answer to the Union Representative within seven (7) work days of the submission of the grievance at Step 2.

D. Step 3 - If the grievant is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the grievant and/or his/her representative may appeal the answer of the Employee Relations Director within seven (7) work days after receipt of the written answer at the second step of the process by the grievant. The employee may request that the County Administrator schedule a hearing and should the 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.

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

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

2. Within twenty (20) work days of such notice the Union Representative shall request a list of arbitrators from the New Jersey Public Employment Relations Commission (PERC).

3. Within five (5) work days 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 Board's power to implement, including monetary awards, require appropriations from governmental agencies other than the Board of Chosen Freeholders.

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

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

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

4. **General Provisions:**

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

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

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

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

5. Notice of hearings shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Board's premises.

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

ARTICLE 6

EMPLOYEE MANUALS

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

ARTICLE 7

NON-DISCRIMINATION

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

ARTICLE 8

SENIORITY

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

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

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C. Seniority, which is defined as continuous, unbroken service with the

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

1. Should resign his/her position and not be re-hired by said employer within three (3) months of said resignation.
2. Should an employee retire.
3. Should an employee suffer a validated dismissal.
4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the workforce of the Board.

D. The employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by Civil Service law and who are subsequently certified by Civil Service. In all instances, employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job. All employees covered by this Agreement, may be eligible for promotion within their department based upon their skill and ability to perform the work, at the discretion of the department.

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

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

ARTICLE 9

HOLIDAYS

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

New Year's Day
Martin Luther King Day

Labor Day
Columbus Day

Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Veteran's Day
Election Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

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

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

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

ARTICLE 10

LONGEVITY PAY

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

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

BEREAVEMENT PROVISION

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

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

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death, except under extenuating circumstances. Abuse of the Bereavement Provision shall be cause for disciplinary action.

ARTICLE 12

PERSONAL LEAVE

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business which cannot be conducted after the work day. Use of Personal days shall require forty-eight (48) hours notice, except in the case of any emergency. The employee must have the permission of his/her immediate supervisor before Personal Leave can be taken. Personal Leave shall not be unreasonably denied. For new employees in their first calendar year of service, Personal Leave shall be granted as follows:

<u>Date of Initial Hire</u>	11 <u>Amount of Personal Leave</u>
January 1 thru April 30	3 days

May 1 thru August 31	2 days
September 1 thru October 31	1 day
November 1 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 (2) months of service, but must use the day prior to the end of the calendar year.

Except for employees hired on or after October 1 through October 31 of their initial calendar year of service, no employee shall be entitled to use Personal Leave until he/she has worked three (3) months for the County.

Personal days shall not be carried over from one calendar year to the next and must be used in increments of one (1) full day.

ARTICLE 13

DUES CHECKOFF

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

ARTICLE 14

AGENCY SHOP

The parties agree that for the term of this Agreement in accordance with New Jersey Statutes, any employee in a title covered by this Agreement who is not a member of the Union shall pay an agency shop fee equal to eighty-five percent (85%) of the dues, initiation fees and special assessments of the bargaining agent. Such

fees shall be deducted from the pay of employees affected following the successful completion of the first ninety (90) days of employment. The contract language shall serve as authorization for the deduction of these fees. The bargaining agent agrees

to save the Employer harmless from any and all actions it takes under this Article.

ARTICLE 15

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 any employee who has served eleven (11) years and one (1) day up to nineteen (19) years...twenty (20) working days, in hours, per year.
5. For an employee who has served nineteen (19) years and one (1) day...twenty-five (25) working days, in hours, per year.

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

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

Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed that employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated shall be credited to the employee in hours. If separation occurs, before the end of the year, and more Sick Leave has been taken than appropriated, on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick Leave shall accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation, shall not be charged to Sick Leave. Paid holidays occurring during a period of Sick Leave shall not be charged to Sick Leave.

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

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

ARTICLE 17

SICK LEAVE BUY-BACK PROGRAM

Purpose: The employee sick leave liability reduction program serves two primary purposes; one, encouraging employees to make judicious use of their annual sick leave allotment, and, two, continue to reduce liability associated with accrued employee leave time.

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

1. Be an active employee of the County of Ocean who has not at anytime

during the immediate preceding year, taken an unpaid leave of absence.

2. At the time of application has been employed by the County of Ocean on a full-time basis, for a period of not less than twenty-four (24) months.
3. Be credited with at least two hundred and ten (210) hours of earned and unused sick leave on December 31st, of the year preceding the year during which payment is to be made.

Procedures: During January of each year, an eligible employee may request, in writing on the prescribed form, for relinquishment of a portion of his/her earned but unused sick leave for the preceding year. The form, upon completion, shall be submitted to the Department of Employee Relations. Under no circumstances shall the form be submitted later than January 31st of each year. A copy of the form shall be submitted to the employee's department head. Sick days relinquished shall be deducted from the accumulative sick leave total of the employee.

Said relinquishment shall be in accordance with the following payment schedule:

Sick Leave Used	Days "cashed in"
No days	Up to ten days
One day	Up to nine days
Two days	Up to eight days
Three days	Up to seven days
Four days	Up to six days
Five days	Up to five days
Six days	Up to four days
Seven days	Up to three days
Eight days	Up to two days
Nine days	One day
Ten or more days	No days

Compensation shall be computed at eighty-five (85%) percent of an employee's daily (X-Reg) wage as of December 31st of the preceding year in which application is made, times the number of days relinquished. Payment shall be made in the form of a payroll adjustment, subject to all appropriate deductions on or about

May 15th of each year.

Sick Leave Accrual: Employees who either do not qualify for this program or choose not to participate shall continue to earn, use and accumulate sick leave in accordance with Article 16.

ARTICLE 18

UNION LEAVE

Members of the bargaining unit may use up to a total of thirty (30) aggregate days for Union business leave each year. Union officers or shop stewards must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for union business.

Use of Union Leave must directly pertain to the Blue Collar Supervisor employees represented by this contract. Joint County/Union discussions, authorized by the Director of Employee Relations about matters of mutual concern, shall not be applied against this benefit.

ARTICLE 19

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

ARTICLE 20

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 21

WORK RULES

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

ARTICLE 22

DISABILITY PLAN

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

ARTICLE 23

JOB CLASSIFICATION, OUT-OF-TITLE, PROMOTION

A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth for his/her applicable classification under Civil Service or County job descriptions.

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B. In the event a supervisor is assigned to perform work in a job classification higher than his/her title, he/she shall be paid at the completion of the second day at the base rate for the job the supervisor is now performing when that job being performed is in a higher classification. The first out-of-title assignment on a

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

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

D. Assistant Blue Collar Supervisors employed in the Department of Solid Waste Management who are assigned to work on Saturdays and/or Sundays, shall be paid in addition to their normal compensation, the sum of Twenty-Five Dollars (\$25.00) per day when working on a weekend where no Supervisor or management employee

is scheduled to work. Payment shall not effect the current practice of the parties relating to out-of-title compensation from Monday through Friday.

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

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

ARTICLE 24

EDUCATIONAL INCENTIVE

1. Vehicle Services: Supervisors in the Vehicle Services Department who possess a professional license or certificate not required by title will receive annually, in addition, to his/her base salary an educational incentive as set forth below. Employees who have completed an approved course and obtained the required certification will be paid a stipend of One Hundred and Seventy-Five Dollars (\$175.00) per certification up to a maximum of 10. Completion of all 10 certifications will result in a total annual stipend of One Thousand Seven Hundred and Fifty Dollars (\$1,750.00).

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

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

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

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

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

All I.M.S.A. Level 3 courses – Traffic Signals, Signs and Markings	\$400.00
All I.M.S.A. Level 2 courses – Traffic Signals, Signs and Markings	\$300.00
All I.M.S.A. Level 1 courses – Traffic Signals, Signs and Markings	\$200.00
Pre-Requisite entry level courses - Work Zone Traffic Control	\$100.00
Traffic Signal Inspector course	\$100.00

Note: The above license/certification payments shall be cumulative in nature. For instance, an individual who has obtained a level 1, 2 & 3 I.M.S.A. certification shall receive a total annual educational incentive of Nine Hundred Dollars (\$900.00). Maximum annual license/certification payments shall be One Thousand One Hundred Dollars (\$1,100.00). Certifications must be updated, when required, in order to maintain the stipend.

A. This incentive will be paid in equal increments through the employees' regular bi-weekly pay. Compensation to commence within thirty (30) days after notification is made to the Department of Employee Relations.

B. Successful attainment of the certification will be evidenced by submission to the County Engineer and the Department of Employee Relations of a copy of each I.M.S.A. certificate.

C. Those employees who qualify for this financial remuneration must notify the County Engineer and Department of Employee Relations within sixty (60) days of the obtainment and awarding of each I.M.S.A. certificate. Failure to notify will result in the employee not receiving the added benefit to his/her salary until sixty (60) days after the employee actually provides said notification.

D. The County will reimburse the employee for the cost of the registration only, upon passing the required test for each certification.

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ARTICLE 25

UNIFORMS

A. Uniform Allowance and Uniform Maintenance payments shall be Seven

Hundred and Fifty Dollars (\$750.00) payable as follows:

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

2. All full-time personnel covered by this contract who are required to wear a uniform shall receive an annual payment of Three Hundred Dollars (\$300.00) for uniform allowance on or about April 1st of each contract year, to defray the cost of purchasing uniforms.

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

B. Supervising Security Guards who are required by the Board as a condition of employment to wear a uniform, shall receive total compensation of Six Hundred Dollars (\$600.00) per person, payable as follows:

1. Annual maintenance allowance for uniforms shall be Six Hundred Dollars (\$600.00), payable in two (2) equal installments of Three Hundred Dollars (\$300.00) on or before June 1 and on or before December 1 of each contract year. Individuals who work less than a full contract year shall receive this benefit on a pro-rated basis.

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

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

BUFFER ZONE

A buffer zone of One Thousand Dollars (\$1,000.) shall be maintained between the particular supervisor and the highest paid subordinate supervised by that particular supervisor. This provision will not be triggered until the conclusion of a ninety (90) day waiting period during which time the highest paid subordinate has been continuously supervised by the member of this bargaining unit to receive the benefit of this clause. Upon conclusion of this ninety (90) day waiting period, the salary adjustment shall be retroactive to the first day of such service. Assistant Supervisors and Supervising Security Guards are not eligible for this benefit.

ARTICLE 27

NIGHT DIFFERENTIAL

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

ARTICLE 28

WORK PERFORMANCE

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

ARTICLE 29

PERFORMANCE EVALUATION

The employer reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this

Agreement. Performance evaluations will be conducted by the appropriate supervisor and the employee will be provided with a copy of his/her performance evaluation.

Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact the appropriate supervisor for an appointment for such discussion.

ARTICLE 30

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 31

HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT BENEFITS

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

The County of Ocean currently provides medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits.

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

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All employees current and future who retire on or after June 1, 2010 in order to be eligible for the lifetime health benefits upon retirement, must have served a minimum of fifteen (15) of the required twenty-five (25) years with the County. This applies to all types of retirements, including disability.

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

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

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

The County will no longer reimburse retirees 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 32

FAMILY DENTAL PLAN

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

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

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

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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 33

CALL-IN

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

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

ARTICLE 34

OVERTIME

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

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

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

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

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

ARTICLE 35

HOURS OF WORK

The following regular shifts will prevail:

A. Engineering Department - 7:00 A.M. to 3:30 P.M., with a 1/2 hour unpaid meal period.

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

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

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

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c.) If an employee is offered an overtime assignment and is unable to perform the assignment because he/she is unqualified to do the work, he/she will be offered the next overtime assignment. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept

an overtime assignment if the employee does not possess the skill and ability to perform the work.

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

B. Vehicle Services -

A Shift - 7:00 A.M. to 3:30 P.M. with a 1/2 hour unpaid meal period

B Shift - 3:30 P.M. to Midnight with a 1/2 hour unpaid meal period

C Shift - Midnight to 8:30 A.M. with a 1/2 hour unpaid meal period

C. Buildings & Grounds - 8:00 A.M. to 4:30 P.M., with a 1/2 hour unpaid meal period.

Buildings & Grounds - 4:00 P.M. to 12:00 midnight, with a 1/2 hour paid meal period, and two 15 minute breaks which may be taken at 11:30 P.M.

D. Bridge Department - 7:00 A.M. to 3:30 P.M., with a 1/2 hour unpaid meal period.

E. Parks Department - 7:00 A.M. to 3:30 P.M., with a 1/2 hour unpaid meal period.

F. Road Department - 7:00 A.M. to 3:30 P.M., with a 1/2 hour unpaid meal period.

G. Solid Waste Management -

Monday - Friday - 7:00 A.M. - 3:30 P.M., with a 1/2 hour unpaid meal period.

Tuesday – Saturday – 7:00 A.M. – 3:30 P.M. with a 1/2 hour unpaid meal period.

Wednesday - Sunday - 7:00 A.M. - 3:30 P.M., with a 1/2 hour unpaid meal period.

Saturday - Wednesday - 7:00 A.M. - 3:30 P.M., with a 1/2 hour unpaid meal period.

H. Security Department – Annually, in the month of January, shifts will be posted and bid on by seniority. Employees of the Security Department will have at least ten (10) working days notice prior to any scheduled change in hours, except in the case of an emergency. The parties expressly recognize that flexibility in scheduling hours is necessary due to the nature of the work being performed. The following shifts, which may be modified as required, shall

include within the eight hour shift a twenty (20) minute meal period at the employee's assigned post. It is understood that employees while on their meal period are subject to recall.

"A" Shift: 8:00 A.M. to 4:00 P.M.

"B" Shift: 4:00 P.M. to Midnight

"C" Shift: Midnight to 8:00 A.M.

"D" Shift: 1:00 P.M. to 9:00 P.M.

- I. All shifts, with the exception of the Buildings & Grounds night shift and all Security shifts, shall also have one (1) 15 minute wash-up period.
- J. Between Memorial Day and Labor Day, variant scheduling may be approved in the Solid Waste Department and the Road Department by the Department Head/designee. A variant schedule must be a regular schedule that does not vary from week to week. Time worked in excess of eight (8) hours per day while on variant scheduling is considered part of the regular work schedule and is never compensated at overtime pay rates.

ARTICLE 36

SPECIAL ASSIGNMENT PAY

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

A special assignment stipend of One Thousand Dollars (\$1,000.) per annum shall be paid to each member of the bargaining unit designated by his/her Department Head to perform underwater inspections. The stipend shall be payable in equal installments with each paycheck throughout the contract year so long as the employee is available, willing and able to perform these services.

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ARTICLE 37

JOB POSTINGS

- A. Notice of vacancies will be posted on all appropriate bulletin boards, with a

copy submitted to the Shop Steward of the Union by the Department Head or his/her designee. All postings will have a copy of the job description or Civil Service Commission job specifications.

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

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

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

ARTICLE 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

SALARY

A. Effective April 1, 2010, the minimum salary for Blue Collar Assistant Supervisors shall be \$40,500.

B. Effective April 1, 2010, the minimum salary for Blue Collar Supervisors shall be \$45,500.

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C. Effective April 1, 2010, employees in the bargaining unit shall receive a base salary adjustment of one and one-half percent (1.5%) applied to their March 31, 2010 base salary or the new minimum, whichever is greater.

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

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

ARTICLE 40

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 41

DURATION

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

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this day of , 2010.

ATTEST:

FOR THE OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS

Betty Vasil
Clerk of the Board

ATTEST:

WITNESS

James F. Lacey
Freeholder Director

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

Allen Byron
Secretary-Treasurer

William T. Bernstein

James Caton

Edward Fichot

Donald Hull

William Montferret

Arthur Reece