

AGREEMENT

AMONG

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

OCEAN COUNTY SHERIFF

AND

**THE OCEAN COUNTY OFFICE OF THE FIRE MARSHAL
LOCAL 98**

F.M.B.A.

REPRESENTING ASSISTANT FIRE MARSHALS

APRIL 1, 2013– MARCH 31, 2016

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PREAMBLE

This Agreement, executed on the _____ day of _____ 2013 by and between the Ocean County Sheriff and the Board of Chosen Freeholders of the County of Ocean, State of New Jersey, hereinafter referred to as the ‘EMPLOYER’ and the Firemen’s Mutual Benevolent Association, Local 98, commonly known as the Office of the Fire Marshal, County of Ocean, State of New Jersey, hereinafter known as the ‘EMPLOYEE’.

WITNESSETH

In consideration of the promises and mutual covenants hereafter contained, the employer and employees agree as follows:

ARTICLE 1

RECOGNITION OF ASSOCIATION

SECTION 1: The employer recognizes the F.M.B.A Local 98 as the exclusive representative of all employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities related thereto pursuant to the Public Employment Relations Act of the State of New Jersey (R.O. 94-68) and other applicable law.

SECTION 2: The bargaining unit consists of all regular full-time employees holding the title of ASSISTANT FIRE MARSHAL and are employed by the Ocean County Fire Marshal’s Office. Supervisory employees not included in the bargaining unit are those of the following rank: FIRE MARSHAL.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

SECTION 1: Collective bargaining with respect to rates of pay, hours of work and all other conditions of employment shall be conducted by the respective duly authorized bargaining agents of the employer and the employee.

SECTION 2: Members of the F.M.B.A. Local 98 designated by the employees to participate in collective bargaining meetings called for renegotiation pursuant to the terms and provisions of this agreement, shall be excused from work assignments while in attendance at such meetings. Said members will not exceed three (3).

ARTICLE 3

HOURS OF WORK

REGULAR WORK WEEK: The employer and the employees understand and agree that all persons covered by this Agreement will work a minimum of forty (40) hours per week. The normal work week shall be Monday through Friday (8:00 A.M. to 4:30 P.M), eight (8) hours a day, not including a one-half hour unpaid meal break and shall be promulgated by the Ocean County Sheriff or his/her designee. Shifts may be adjusted by the employer with two weeks advanced notice.

ARTICLE 4

STAND-BY PAY

Employees covered by this Agreement, serving stand-by duty as heretofore provided, will be paid at the following rate of Two Hundred Twenty-Five Dollars (\$225.00) for any given seven (7) day stand-by period. Effective upon the execution of this Agreement, the stand-by pay shall be increased to Two Hundred Forty Dollars (\$240.00). Any call of duty initiated by a supervisor of employees serving stand-by duty shall be considered authorized overtime and said overtime shall be paid in addition to the stand-by pay. The number of personnel on stand-by at any given time is a matter to be determined wholly at the discretion of the Sheriff.

ARTICLE 5

COMMITTEES

SECTION 1: NEGOTIATION COMMITTEE: The employer shall permit three (3) members of the Employee's Negotiating Committee to attend collective bargaining meetings during the duty hours of its members, without loss of pay.

SECTION 2: ASSOCIATION MEETINGS: President or delegate of this bargaining unit may use up to a total of fifteen (15) aggregate days for Association business each year. Employees must request utilization of the leave at least forty-eight (48) hours prior to the taking of such time and the employees agree that the taking of such time shall not impede the operation of the Fire Marshal's Office when it is taken. All use of such time shall be reported to the Association and the employer to ensure that employees are actually utilizing time for Association business. Statutory convention days shall not be counted against contractually allowable days (N.J.S.A. 40A:14-177 & N.J.A.C. 4A:6-1.13).

ARTICLE 6

HOLIDAYS

SECTION 1: POSTED HOLIDAYS: Each full-time employee covered by this Agreement shall be granted the following fourteen (14) holidays with pay, to be observed on the dates specified each January by the Ocean County Board of Chosen Freeholders and approved by the Sheriff:

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

SECTION 2: The Sheriff will comply in granting a Holiday whenever the Governor of the State of New Jersey and Board of Chosen Freeholders issue official proclamations granting an additional holiday. Employees working on any of the above days shall receive overtime pay at a rate of time and one-half (1-1/2) times their regular pay. This provision will only be prospective in application as of date of execution of contract.

SECTION 3: The following provision will take effect on the calendar year following the year all existing Collective Bargaining Units agree to its inclusion in their Collective Bargaining Agreement. Employees shall enjoy holidays with pay to be observed on the dates established by New Jersey State Government.

ARTICLE 7

SICK LEAVE

SECTION 1: Sick Leave shall accumulate in hours at the rate of one and one quarter (1-1/4) days per month in the first year of service, commencing on the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated, shall be credited to the employee. If separation occurs before the end of the year and more Sick Leave has been taken than apportioned on a pro-rate basis, the per diem rate of pay for the excess days shall be deducted from the final pay.

SECTION 2: 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.

SECTION 3: 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.

SECTION 4: Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused Sick Leave at Retirement Policy. This policy provides for reimbursement for unused sick hours at retirement on the basis of one half (1/2) pay for each earned and unused sick 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 will have a choice of selecting either a lump sum payment or payments spread over a three-year (3) period. The estates of unit members who die while still employed by the Board and/or Sheriff shall also receive the same benefits within the guidelines described above.

ARTICLE 8

SICK LEAVE BUY-BACK PROGRAM

Employees in the bargaining unit are eligible to participate in a Sick Leave Buy-Back Program.

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

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

1. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.
3. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.
4. Must be credited with at least four hundred eighty (480) hours of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made.

5. Must have used not more than fifty-six (56) hours of sick leave during the calendar year which concludes on December 31st, of the year preceding the year during which payments will be made.

HOW THE PROGRAM WORKS:

1. During January of each year, an eligible employee must request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.
2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th of each year.
3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with NJ Department of Personnel's rules and regulations.

This article shall expire after the May 2013 payments, if any are made.

ARTICLE 9

OVERTIME

SECTION 1: Employees who are required to work overtime shall be paid at the regular rate of pay for the first forty (40) hours worked in each week and shall be paid at the rate of one and one-half times (1-1/2X) their regular pay for all hours worked in excess thereof.

SECTION 2: An employee shall be required to maintain appropriate records of overtime as required by the employer.

SECTION 3: Any employee who receives compensatory time, at the request of the employee, and with the prior approval of the employer, shall receive the compensatory time on an hour for hour straight time basis unless compensatory time is received in lieu of overtime in which case compensatory time shall be received on a time and one-half basis for each hour worked.

ARTICLE 10

VACATIONS

The County's vacation program is set forth as follows:

- A. For an employee with no more than twelve (12) months of service, one (1) day, in hours, for each calendar month employed.
- B. For an employee who has served twelve (12) calendar months and one (1) day up to a total of forty-eight (48) months, twelve (12) working days, in hours
- C. For an employee who has served forty-eight (48) calendar months plus one (1) day up to a total of one hundred thirty-two (132) calendar months, fifteen (15) working days, in hours.
- D. For an employee who has served forty-eight (48) calendar months plus one (1) day up to a total of one hundred thirty-two (132) months plus one (1) day up to a total of two hundred twenty-eight (228) calendar months, twenty (20) working days, in hours.
- E. For an employee who has served two hundred twenty-eight (228) calendar months plus one (1) day, twenty-five (25) working days, in hours.

Vacation time must be earned before it can be used. Each employee will 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 earned but unused vacation time paid to him/her. Unearned but used vacation time will be deducted from the employee's last pay, if termination of service occurs. Permission may be granted with notice to the Sheriff or designee for an employee to use vacation days individually.

ARTICLE 11

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

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

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

B. The County shall not change the health insurance 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, 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.

D. Effective September 1, 2010, the following changes will affect all new hires:

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

E. 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.

F. 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 12

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 spouses and children to the end of the year in which they turn 19 years of age. 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 as described below.

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

Preventative and Diagnostic (X-rays, Cleaning, Check-up, Etc.).....	100%
Treatment and Therapy (Fillings).....	80%
Prostodontics, Peridontics, Inlays, Caps and Crowns, Oral Surgery (Ambulatory).....	50%
Orthodontics (Limited to \$800 per patient Over a five year period).....	50%

ARTICLE 13

LONGEVITY

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

Effective with the execution of this agreement, this benefit shall cease for all new hires.

ARTICLE 14

TRANSPORTATION

SECTION 1: Employees authorized and required to use privately owned automobiles in work connected activities shall be reimbursed for expenses incurred at the prevailing rate per mile. Transportation expenses shall be paid on a voucher which shall be submitted on a monthly basis or at such time and in such form as the employer may require.

SECTION 2: Any employee who uses his/her privately owned vehicle in the performance of official duties for the County Fire Marshal must offer proof of insurance to the Ocean County Employee Relations'-Risk Management Division before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance regulations.

ARTICLE 15

CLOTHING MAINTENANCE

All Assistant Fire Marshals covered by this Agreement shall wear and maintain the proper uniform as required by the Sheriff. Failure to maintain and comply with set dress code may result in disciplinary action. Any changes in the uniform made by the employer shall be borne by the employer.

ARTICLE 16

TUITION REIMBURSEMENT

SECTION 1: Members of this bargaining unit are eligible to be reimbursed for college tuition, subject to the Ocean County Tuition Reimbursement Policy (ER 701-86).

ARTICLE 17

GRIEVANCE PROCEDURE

DEFINITIONS: A "grievance" is an allegation by any employee or the Local that a specific provision of this Agreement has been violated. These grievances only may be submitted to binding arbitration as a final step in the procedure. All other allegations that there has been a violation, a misinterpretation or misapplication of polices, rules and administrative decisions including disciplinaries may be submitted to all steps of the

grievance procedure on these matters and will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

A “grievant” is an employee who files a grievance.

“Representative” is a person or agent designated to represent either party in this procedure.

“Day” means a calendar day.

“Party of Interest” is a person, agent or agency with an interest in the grievance.

“Class Grievance” is a formal grievance by two (2) or more employees.

PROCEDURES:

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time or filing notwithstanding.
- C. Formal grievances and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) work days prior to the hearing.
- F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the Fire Marshal.
- G. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Fire Marshal.
- H. Failure by the Fire Marshal to issue a decision within the specified time limit shall render the grievance advanced to the next level.
- I. Class grievances shall be filed at Level 2 within ten (10) work days of the occurrence of a class grievance.

PURPOSE: The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

PROCESSING – THE LIMIT: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

STEP 1 – IMMEDIATE SUPERVISOR AND/OR FIRE MARSHAL: An employee with a grievance shall first discuss it with his/her immediate superior and the Fire Marshal, either directly or through the Local's designated representative, with the object of resolving the matter informally. The grievant must initially discuss the grievance within fifteen (15) days of the occurrence of the grievance at this level. Failure to do so shall render the grievance a nullity.

STEP 2 – COUNTY SHERIFF: If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with Local 98 F.M.B.A. within five (5) working days after the decision at Step 1 or ten (10) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Local shall refer it to the Sheriff.

STEP 3 – COUNTY ADMINISTRATOR: If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2 or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Sheriff, whichever is sooner, he/she may request in writing that Local 98 F.M.B.A. submit his/her grievance to the County Administrator for disposition.

STEP 4 – ARBITRATION: Within ten (10) days, if the aggrieved party is not satisfied with the disposition of his/her grievance at Step 3, he/she may request in writing that the Local submit his/her grievance to Arbitration. If the Local determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) days after receipt of a request by the aggrieved person.

Within ten (10) days after such written notice of submission to arbitration the Sheriff and the Local shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC.

The arbitrator's decision shall be in writing and shall be submitted to the County and the Local and shall be final and binding on the parties.

In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provision of this Article.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing shall be borne equally by the County and the Local. Any other expenses incurred shall be paid by the party incurring same.

GENERAL PROVISIONS:

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

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

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

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

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

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

G. During 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) Local representative who is an employee of the Sheriff throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Sheriff.

RIGHTS OF EMPLOYEE TO REPRESENTATION:

1. EMPLOYEE AND LOCAL: Any aggrieved person may be represented at all states of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Local.

2. CLASS GRIEVANCE PROCESSING: If, in the judgment of the Local, a grievance which is previously designated as a class grievance exists, the Local may submit such grievance in writing to the Sheriff and the processing of such grievance shall be commenced at Step 2. The Local may process such a grievance through all levels of the grievance, even though the aggrieved person does not wish to do so provided the grievance is a contractual grievance.
3. WRITTEN DECISIONS: Decisions rendered at Step 1 which are unsatisfactory to the aggrieved person and all decisions rendered at Step 2 and 3 of the grievance procedures shall be in writing setting forth the decision and shall be transmitted to all parties in the interest and to the Local.

ARTICLE 18

MANAGEMENT RIGHTS

1. The Sheriff hereby retains and reserved unto himself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in him prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States including, but not without limiting the generality of the foregoing, the following rights:
2. All management functions and responsibilities which the Sheriff has not expressly modified or restricted by a specific provision of this Agreement.
3. The right to establish and administer the policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of service and maintenance of the facilities and equipment of the employer.
4. To reprimand, suspend, discharge or otherwise discipline employees for reasonable cause;
5. To hire, promote, transfer, re-assign, layoff and recall employees to work;
6. To determine the number of employees and the duties to be performed;
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Sheriff, county of Ocean and Office of the Fire Marshal;

8. To determine the number, location and operation of divisions, departments, units and all other work groups of the Sheriff, assignment of work, the qualifications required, the performance standards and the size of composition of the work force;
9. To make or change Fire Marshal rules, regulations, policies and resolutions consistent with the specific terms and provisions of this Agreement, consistent with New Jersey State Statutes;
10. And, otherwise, to generally manage the affairs of the Fire Marshal, attain and maintain full operating efficiency and to direct the work force.
11. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire Marshal, shall only be limited by the language of this clause; and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated.
12. In the recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Sheriff on behalf of the taxpayers and that the Sheriff cannot bargain away or eliminate any of its managerial rights.

ARTICLE 19

WORK CONTINUITY

A. It is recognized that the need for the continued and uninterrupted operation of the Fire Marshal's Office and functions is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The bargaining agent and the employees covered by this Agreement covenant and agree that during the term of this Agreement neither the bargaining agent nor any member of the bargaining agent or 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 a strike (i.e. the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slow down, walk-out or other job action against the Sheriff and the County of Ocean.

C. The Local agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances and to bring about compliance with its order.

ARTICLE 20

FULLY BARGAINED PROVISION

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

ARTICLE 21

SEVERABILITY AND SAVINGS

If the provisions of this Agreement should be held invalid by the operation of law or by any tribunal or competent jurisdiction, including but not limited to, the New Jersey Civil Service Commission, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

ARTICLE 22

PERSONAL DAYS

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business. Personal Leave days shall be considered as "earned" on January 1, May 1 and September 1 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 shall not be accumulative. Employee's request for Personal leave shall not be unreasonably denied.

In situations where there is a bereavement involving a family member not covered by the contract, members may utilize the balance of the yearly allotment whether earned or not.

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

ARTICLE 23

WORK RULES AND REGULATIONS

The Sheriff may establish at his/her discretion and the discretion of his/her agents reasonable rules and regulations for the operation of the department.

ARTICLE 24

PERFORMANCE EVALUATION

The Sheriff 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 that supervisor for an appointment for such discussion.

ARTICLE 25

PRODUCTIVITY PROGRAMS

The employer and the employee agree to cooperate in all efforts by the County to increase productivity. They recognize that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor negotiations. They further agree that the Ocean County Office of the Fire Marshal (i.e. Local 98) will assist the County whenever possible, in obtaining funding to implement productivity studies and programs. Towards that end, periodic staff meetings will be scheduled. The Union may request Staff Meetings and present agenda items.

ARTICLE 26

DUES CHECK-OFF

Effective upon execution of this Agreement, the Sheriff agrees, in accordance with NJSA 52:14-15.9(e) to deduct from the earnings of each employee, Local members dues when said employee has properly authorized such deduction in writing. The Local will indemnify, defend and save harmless the Sheriff and County against any and all claims,

demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Sheriff in reliance upon salary deduction authorization cards submitted by the Local to the Sheriff. The Sheriff will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Local. A list of the names of deductees will be forwarded annually by the Local.

ARTICLE 27

AGENCY SHOP

The Sheriff agrees in accordance with NJSA 34:13A-5.5 to 5.9 any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the certified bargaining agent organization shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this Article.

ARTICLE 28

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise expressly provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by statute, regulation, administrative procedure, policies and practices shall be maintained and continued for the duration of this Agreement. Unless specifically provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any benefit existing on the effective date of this Agreement.

ARTICLE 29

BEREAVEMENT LEAVE

A. All employees will receive up to three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle of the employee, and any other member of the immediate household. Bereavement Leave days shall be consecutive and shall include the day of interment. All employees shall be entitled to one (1) day in the event of the death of a spouse's aunt, uncle or grandparent.

B. 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 funeral services and must include one of the following days:

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

C. In no event shall any part of Bereavement Leave occur more than fifteen (15) days from the date of death. Abuse of the bereavement provision shall be cause for disciplinary action. In special circumstances which may exceed fifteen (15) days from the date of death, requests for Bereavement Leave shall not be unreasonably denied.

ARTICLE 30

PERSONNEL FILES

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

B. Upon advanced notice and at reasonable times, any members of the bargaining unit may review his/her personnel file. However, this appointment for review must be made through the Director of Employee Relations or his/her designated representative.

C. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom.

ARTICLE 31

MINIMUM CALL-IN PAY

Employees required to return to work on an overtime basis shall receive a minimum of four (4) hours of overtime pay at time and one-half (1-1/2X) rate for each instance in which the employee is called upon to return to work beyond the forty (40) hours per week, notwithstanding that the actual time worked may be less than four (4) hours. The four (4) hour call-in overtime guarantee shall only apply to those instances where the employee has completed his/her regular shift and is called to return to work after completion of their regular shift.

In the instance where the employee is required to return to work on an overtime basis and has worked five (5) hours, the employee shall receive a minimum of eight (8) hours of overtime pay at time and one-half (1-1/2X) rate for each instance in which the employee is called upon to return to work beyond the forty (40) hours per week, notwithstanding that the actual time worked may be less than eight (8) hours. The five (5) hour call-in overtime guarantee shall only apply to those instances where the employee has completed his/her regular shift and is called to return to work after completion of their regular shift.

Notwithstanding the above, in no event shall the employee be paid at the overtime rate for working during the employee's regularly scheduled working hours. In other words, the four (4) hours minimum overtime pay shall only be paid when the four hour period is outside the employee's regular shift. As an example, but not by way of limitation, if an employee is called upon to return to work at 6:00A.M. and the employee's regular shift commences at 8:00 A.M., then the employee shall only be paid at the overtime rate for two (2) hours.

An employee shall be required to maintain appropriate records for their overtime as required by the employer.

ARTICLE 32

TERMINATION OF EMPLOYMENT

This article is procedural and is not meant to diminish the statutory rights of the County of Ocean as employer. Fire Marshals appointed to employment in the Ocean County Fire Marshal's Office shall be subject to the disciplinary procedures as set forth herein.

1. It is the responsibility of the immediate supervisor to enforce and maintain proper discipline. The employer recognizes a progressive disciplinary procedure will ordinarily be utilized. In certain severe instances it may be necessary for one or more preliminary steps of discipline to be by-passed wherein either a suspension or dismissal is imposed on an employee as specified by New Jersey Civil Service Commission. However, in no case will the option of immediate dismissal be exercised without consultation with the Director of Employee Relations by the Department Head. The following disciplinary procedures will apply, except in such cases where other actions are warranted.

Step One:

The supervisor will call to the employee's attention specific acts of unsatisfactory conduct or performance of duty and prepare a report for inclusion in the employee's personnel file.

Step Two: Written Reprimand

If an employee fails to improve following an interview, a Written Reprimand will be prepared by the immediate supervisor outlining in detail the unsatisfactory conduct and performance of duty. The original copy of reprimand will be furnished to the employee and a copy signed by him/her and acknowledged and a receipt of the Written Reprimand will be sent to the Department of Employee Relations for inclusion in the employee's personnel file.

Step Three: Suspension Without Pay

In any event where the conduct of an employee is such that a personal interview and a Written Reprimand would not be applicable for the conduct committed by the employee, and it appears that a suspension is necessary, upon approval of the Department Head and the Director of Employee Relations, a suspension letter will be issued to the employee. The letter will specify the reason for suspension and the length of time the employee will be suspended.

Step Four: Dismissal

In the event that unsatisfactory conduct, performance or the conduct in and of itself warrants dismissal, a dismissal notice will be issued in accordance with the rules and regulations of the New Jersey Civil Service Commission.

Step Five: Grounds for Disciplinary Action

Any one of the following shall be cause for termination although termination may be made for sufficient cause other than those listed. The following is not to be considered as an exhausted list of possible grounds for dismissal:

1. Neglect of duty
2. Incompetency or inefficiency
3. Incapacity due to mental or physical disability
4. Insubordination or serious breach of discipline
5. Intoxication while on duty
6. Chronic or excessive absenteeism
7. The commission of any criminal act or offense
8. Conduct unbecoming a public employee

It is specifically recognized by the employer and the employees that members of this bargaining unit are statutorily appointed for a set period. Nothing contained herein is to be interpreted in any way as to guarantee or tenure a position as Assistant Fire Marshall with the County of Ocean. It is clearly understood by the parties pursuant to N.J.S.A. 4A:14-1 that the Board of Chosen Freeholders by resolution appoints such

Assistant Fire Marshals as they deem necessary and appoint a person or persons to hold such office for a term of three (3) years and as indicated aforementioned nothing contained in this article which is procedural in nature shall be construed to diminish the statutory rights of the County of Ocean through the County Board of Freeholders with reference to appointment or retention of Assistant Fire Marshals pursuant to statute.

ARTICLE 33

SALARY

A. The minimum salary of Assistant Ocean County Fire Marshals under this Agreement is \$31,500.

B. Effective April 1, 2013, employees in the bargaining unit shall receive an increase of one point five percent (1.5%) applied to their March 31, 2013 base salary.

C. Effective April 1, 2014, the minimum salary of Assistant Ocean County Fire Marshals shall be \$32,000.

D. Effective April 1, 2014, employees in the bargaining unit shall receive an increase of one point five percent (1.5%) applied to their March 31, 2014 base salary.

E. Effective June 1, 2014, in consideration of Article 15, employees in the bargaining unit shall receive an increase of Seven Hundred Twenty-Five Dollars (\$725.00) applied to their base salary.

F. Effective April 1, 2015, the minimum salary of Assistant Ocean County Fire Marshals shall be \$32,500.

G. Effective April 1, 2015 employees in the bargaining unit shall receive an increase of one point five percent (1.5%) applied to their March 31, 2015 base salary.

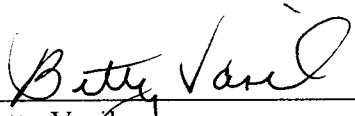
ARTICLE 34

DURATION

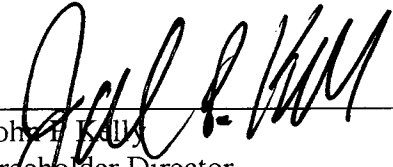
The terms and conditions set forth in this Agreement shall become effective on April 1, 2013, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2016, or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested this 11th day of September 2013..

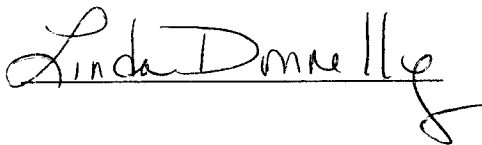
ATTEST:

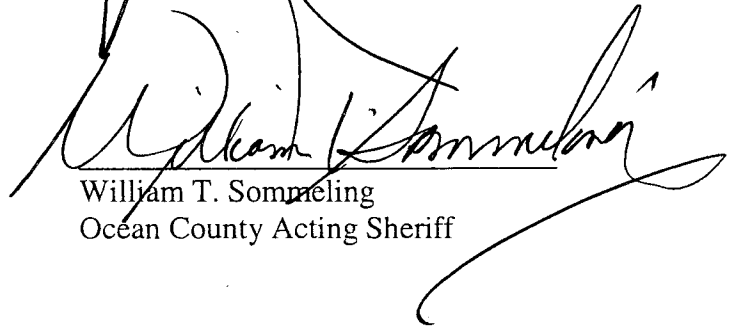

Betty Vasil
Clerk of the Board

OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS

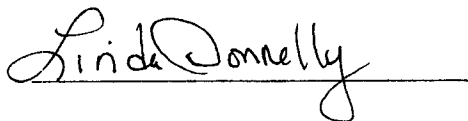

John P. Kalk
Freeholder Director

WITNESS:

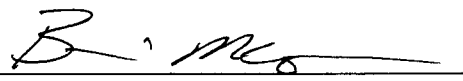


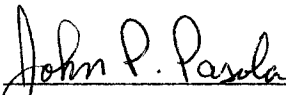

William T. Sommeling
Ocean County Acting Sheriff

ATTEST:



F.M.B.A. Local 98


Brian Mount, President
Negotiating Team Member


John P. Pasola, Vice President
Negotiating Team Member


William Hopson
Negotiating Team Member

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 4/1/2013 thru 3/31/2016.

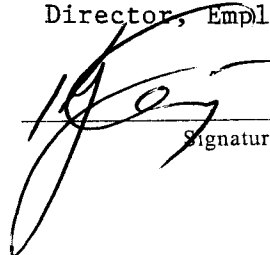
Employer: Ocean County Board of Chosen Freeholders

County: Ocean

Date: 9/12/2013

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: Ocean County Board of Chosen Freeholders County: Ocean
 Employee Organization: OPEIU Local #32 - Juvenile Detention Center Employees in Unit: 33
 Base Year Contract Term: 4/1/2010 3/31/2013 New Contract Term 4/1/2013 3/31/2016
 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)	4/1/2013	4/1/2014	4/1/2015	_____	_____
Percent Increase	1.5%	1.5%	1.5%	_____	_____
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) 1.5%
 Dollar Impact (average per year over term of agreement) _____

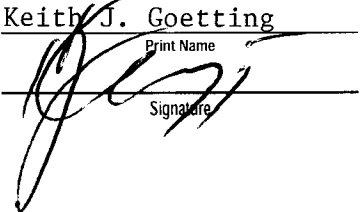
Section VI

Health Insurance (Indicate costs associated on each line)

	Base Year SHBP	Year 1	_____	_____	_____
Cost of Health Plan					
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: 9/12/2013

AGREEMENT

BETWEEN

**OCEAN COUNTY BOARD OF CHOSEN
FREEHOLDERS**

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #32,
A.F. OF L. - C.I.O. - C.L.C.**

REPRESENTING

JUVENILE DETENTION CENTER EMPLOYEES

April 1, 2013 – March 31, 2016

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AGREEMENT

This Agreement, executed _____, 2013 has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Employer", and the Office and Professional Employees International Union, Local #32, A.F. of L. - C.I.O. - C.L.C., representing Ocean County Juvenile Detention Center Employees, hereinafter referred to as "Union."

Whereas, the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing,

Now, therefore, it is mutually agreed as follows:

ARTICLE 1

RECOGNITION

The Employer hereby 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 full-time and permanent part-time personnel employed as Juvenile Detention Officer, Juvenile Detention Officer/Youth Aide, Sr. Juvenile Detention Officer/Sr. Youth Aide, Admissions & Records Officer and Senior Admissions & Records Officer but excluding the Director, managerial executives, supervisory personnel, confidentials, policy officers, craft Employees, teachers, social workers, investigators, T/120s and personnel in other bargaining units.

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement, shall refer to all Employees represented by the Union in the negotiating unit as above defined, and references to male Employees shall include female Employees. Use of the word "Employer" shall refer to the Ocean County Board of Chosen Freeholders.

ARTICLE 2

MANAGEMENT RIGHTS

A. The Employer retains and reserves all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, the Rules and Regulations of the Civil Service Commission and the Rules and Regulations as outlined in NJAC:10A, Chapter 32 Manual of Standards for Juvenile Detention facilities.

C. The Employer retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and the Rules and Regulations of the Civil Service Commission, governing the conduct and activities of Employees and which are consistent with the express provisions of this Agreement.

D. The Employer specifically has the right to install a time clock in the facility and to establish rules and regulations concerning its use.

ARTICLE 3

NO STRIKE

A. It is recognized that the need for continued and uninterrupted operation of the Employer's departments and functions is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. During the term of this Agreement, the Employees and the Union agree not to institute or engage in or support any strike, work stoppage, slowdown or other similar action by Employees covered by this Agreement. No lockout of Employees shall be instituted or supported by the County during the term of this Agreement.

ARTICLE 4

WORK PERFORMANCE

All Employees covered by this Agreement will perform all duties according to their job descriptions and all duties assigned by their supervisor. Employee work rules, personnel regulations and other regulations are recognized as the authority of the Employer. The Employer may adopt work rules for the efficient, orderly and timely operation of assignments by members of this Agreement with proper notification to the members of this Agreement. Proper notification shall be the posting of any new work rule two (2) weeks before the implementation of same. Standards of work shall be consistent with the State Manual of Standards.

ARTICLE 5

PERFORMANCE EVALUATION

The Employer has established a Service Rating/Performance Evaluation Manual which sets forth the procedures and policies by which the job performance of Employees will be evaluated. The Employee will be provided with a copy of his/her performance evaluation in a timely manner (optimally 72 hours or less).

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 and shall have the right to have one (1) Union Representative present at said discussion.

ARTICLE 6

NON-DISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination. For example, no Employee will be discriminated against because of race, creed, color, religion, sex, sexual orientation, disability, union affiliation or age. No Employee, because of sex, shall be denied or discriminated against in the employment of any job position within the bargaining unit or our Agreement.

ARTICLE 7

WORK HOURS

A. The hours of work for Employees in this bargaining unit shall be scheduled at the discretion of the Employer. The normal work week of the Employees in this unit will be scheduled on a seven (7) day basis of forty (40) hours per week. Scheduling shall occur at the discretion of the Employer from Thursday to Wednesday.

B. The parties recognize the responsibility of the Employer to assign staff on an as needed basis, to deal with the caseload and mission of the Agency. Decisions regarding scheduling and work hours in accordance with the management rights clause of this Agreement are at the sole discretion of the Employer. Such decisions are final and binding.

C. The Employer or its agent will post any schedule changes at least two (2) weeks before the change is to be implemented and copies of said schedule change shall be sent to the bargaining agent and the Employee Relations Director.

D. Annually during the month of November, Employees in this bargaining unit will be given the opportunity, on the basis of seniority to bid for the shift assignment of their preference; provided that the resulting pattern of assignments satisfies all State guidelines. The bargaining unit understands and accepts the need of the Employer to have at least one female and one Senior Officer assigned to every shift at all times. To this end, the Employer may have to hold certain shifts open for female and Senior officers and bypass the normal shift bidding by the seniority provision. Every effort should be made to follow the shift bidding procedure when possible. Seniority bidding will also be used to fill shift openings that occur during the year. If there are no bids on particular shift assignments, then management may assign personnel from the unit to the shift in question at its discretion. The Employer will maintain an up to date seniority list and will provide a copy to the bargaining unit.

E. The work day for Employees shall be eight (8) hours inclusive of a thirty (30) minute meal period.

F. The work day shall be broken into three (3) consecutive work shifts and two (2) supplemental shifts, as follows:

- a. 7:00 A.M. to 3:00 P.M.
 - b. 3:00 P.M. to 11:00 P.M.
 - c. 11:00 P.M. to 7:00 A.M.
- Supplemental shifts:
- d. 8:00 A.M. to 4:00 P.M.
 - e. 2:00 P.M. to 10:00 P.M.

ARTICLE 8

SAFE CONDITIONS

Whenever an Employee observes a condition which represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the Employee shall report such observation to the Director, who will conduct a prompt investigation.

The parties agree to meet on an as needed basis to discuss matters of mutual concern pertaining to the health and safety of employees.

ARTICLE 9

SENIORITY

A. All Employees are to be notified of a job opening or vacancy prior to filling a position.

B. Seniority, which is defined as continuous, unbroken service with the Department of Juvenile Services 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. For seniority purposes, should a member of the bargaining unit be promoted within the department but out of the bargaining unit and returns to the bargaining unit, he/she will be given credit for the time in the unit when they left.

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 Civil Service Commission. and who are subsequently certified by the New Jersey Civil Service Commission. In all instances, Employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job as determined by the Employee Relations Director.

D. If there are two (2) or more Employees with equal skill and ability to perform the work at the discretion of the Employer, the Employee with the greatest seniority shall be given preference. If the Employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the Employer shall promote the Employee which it deems next eligible, as determined by the Employee Relations Director.

E. Vacations - Whenever more than one (1) Employee recognized by this Agreement requests vacation at a job location at any particular time, the Employer shall endeavor to honor all vacations as requested. However, when vacation cannot be granted to all Employees requesting vacations for a particular period, the Employees with the greatest seniority shall be granted their vacation during a period of work for his/her department. Peak periods will be designated by the administration each year.

ARTICLE 10

SICK LEAVE

A. Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in the first year of service, commencing on the first month or major portion thereof from day of hire. 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. 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 year to year with an additional fifteen (15) days credited 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 chargeable to Sick Leave.

B. 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. For example, a Juvenile Detention Officer who began County employment on October 1, 2007 would be eligible to utilize Sick Leave on an accelerated basis beginning on January 1, 2009. Prior to that time, Sick Leave may not be utilized until earned.

1. The Director of Juvenile Services or his/her designee may require proof of illness of an Employee on Sick Leave whenever there is reason to believe that an Employee is abusing Sick Leave. Abuse of Sick Leave shall be cause for disciplinary action up to and including termination.

C. 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 days at retirement on the basis of one-half pay for each earned and unused sick day to a maximum of \$15,000.00 (Fifteen Thousand Dollars).

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. Employees have a choice of selecting either a lump sum payment or payments spread over a three (3) year period.

D. All other proper and authorized leaves as provided in the rules of the New Jersey Civil Service Commission shall be recognized and constitute a part of this Agreement.

ARTICLE 11

SICK LEAVE BUY-BACK PROGRAM

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

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

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

How the Program Works:

1. During January of each year, an eligible Employee must request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.

2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th of each year.

3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with New Jersey Department of Personnel rules and regulations.

This article shall expire after the May 2013 payments, if any are made.

ARTICLE 12

UNION RIGHTS

A. The Employer shall permit representatives of the Union to transact official business on work areas provided that this shall not interfere with or interrupt normal work operations.

B. The Union will have access to bulletin boards in work areas where Employees are employed. The Union may post notices of association activities and information pertinent to its collective bargaining relationship with the Employees on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the Department of Employee Relations.

C. Whenever any representative of the Union or an Employee is mutually scheduled by the parties during working hours to participate in negotiations, grievance proceedings, conference or meetings, such Employees shall suffer no loss in pay or benefits and shall not be required to make up time missed on an hour-for-hour basis.

D. Employees may use up to a total of fourteen (14) aggregate days for Union business leave each year. The Union must request utilization of the leave to the Director of Employee Relations at least forty-eight (48) hours before it is taken, such leave shall not impede the operation of any County department.

E. The Employer shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union, participation in activities of the Union, collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement.

F. An Employee shall have the right, upon request, to review the contents of his/her personnel file. The Employee shall have the right to have photocopies made at his/her expense. The Employee shall be entitled to have a Union Representative accompany him/her during such review. The Employer agrees that it shall not establish any separate personnel file which is not available for the Employee's inspection.

G. Employees may enjoy the privilege of a Leave of Absence for Family Leave in accordance with State Statutes, the prevailing New Jersey Department of Personnel Rules & Regulations and Board policy.

H. At the discretion of the Director, which shall not be unreasonably withheld, the Employer may reimburse Employees for cost of any clothing and/or personal property damaged or destroyed as a result of an assault on either the Employee or his personal property suffered while acting in the discharge and performance of his duties.

ARTICLE 13

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 14

TRAVEL EXPENSE

All Employees who have approval to use their personal vehicles for County business, shall be reimbursed at the prevailing rate per mile, plus tolls, if any should apply.

All Employees will report their mileage on the appropriate form and will use the appropriate voucher as specified by the County.

This reimbursement shall apply to those Employees who meet the minimum acceptable driving requirements as set forth in the Ocean County Insurance Committee Policies and Procedures Manual. Employees who do not meet these requirements shall not drive. All such Employees must offer proof of insurance to the County Department of Employee Relations, Division of Risk Management before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance regulations.

ARTICLE 15

EMPLOYEE MANUALS

Personnel Handbooks and Policy and Procedural Manuals have been prepared and distributed by the Employer.

ARTICLE 16

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:

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

Each full-time Employee 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 members of this bargaining unit.

Any Employee working on any of the above days shall receive overtime pay at the rate of time and one-half (1 1/2x) for all hours worked plus one (1) day straight time wages representing the paid 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 up to and ending at midnight.

In addition, Employees required to work on Easter Sunday shall be compensated at the rate of time and one-half (1 1/2x) for all hours worked.

The County will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders both take official action to declare an extra holiday.

The following provision will take effect on the calendar year following the year all existing Collective Bargaining Units agree to its inclusion in their Collective Bargaining Agreement. Employees shall enjoy holidays with pay to be observed on the dates established by New Jersey State Government.

ARTICLE 17

DUES CHECK-OFF

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 18

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 on the effective date of this Agreement who is not a member of the Union shall pay an agency shop fee equal to 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 19

BEREAVEMENT LEAVE

All Employees shall receive up to three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt or uncle of the Employee and 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 employing authority 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 days from the date of death, unless there are mitigating circumstances. Abuse of the bereavement provision shall be cause for disciplinary action.

ARTICLE 20

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 months of service...one (1) day 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 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 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 per year.
5. For an Employee who served nineteen (19) years and one (1) day...twenty-five (25) working days 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. Permanent part-time Employees will be granted vacation leave in hours in accordance with the above schedule on a pro-rated basis.

ARTICLE 21

DISCIPLINE

A. All discipline of Employees of the Detention Center shall be in conformance with the following progressive discipline contained below:

B. Nothing shall prevent the County Administration from suspension of any individual in any severe case as might arise. In any case, dismissal shall be in conformance with applicable and New Jersey Civil Service Commission's rules and regulations.

C. The recommendation for any suspension or dismissal by the Director shall in all cases be in writing and be confirmed by the Director of Employee Relations.

D. In all cases of suspension of more than five (5) days, the affected Employee shall have notice of the charges by the Director and be afforded the opportunity to be represented by the Union and Counsel at a hearing before the Director of Employee Relations or his/her designee.

E. All disciplinary action will be taken for reasonable cause which must be justified upon examination by the Director of Employee Relations and the County Administrator.

ARTICLE 22

SEVERABILITY

If any provision of this Agreement or any application of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The County and Union shall negotiate the impact of such change.

ARTICLE 23

PERSONAL DAYS

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

<u>Date of Initial Hire</u>	<u>Amount of Personal Leave</u>
January 1 thru April 30	3 days
May 1 thru August 31	2 days
September 1 thru October 31	1 day
November 1 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 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 months for the County.

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

ARTICLE 24

GRIEVANCE PROCEDURE

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.
- C. Formal grievances, appeals, communications and decisions concerning formal grievances shall be in writing.
- D. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Board.
- E. Failure by the Board to issue a decision within the specified time limit shall render the grievance advanced to the next level.
- F. Grievances may only be advanced to Step 2 or higher by Union officers or Shop Stewards.
- G. 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.
- H. All records of grievance processing shall be filed separately.
- I. 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.
- J. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
- K. 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 who is an Employee of the Board throughout the grievance procedure. However, no Employee or official will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

L. The Union and the Employee Relations Department may mutually waive the first step.

PROCESSING - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits at Step One shall begin with the day of the event giving rise to the grievance or the day the Union or grievant should have become aware of the problem, whichever is later.

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.

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.

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.

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.

1. Within twenty (20) days of the decision of the County Administrator, the Union may file for arbitration through the Public Employment Relations Commission (P.E.R.C.).

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 he/she shall have no power to entertain grievances that constitute violations of this Agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.

4. The arbitrator shall not have the power to make an award or in any matter which is not within the Board's power to implement, including monetary awards which require appropriation 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 legislation is enacted.

6. The cost of the services of the arbitrator shall be shared equally by the parties.

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.

ARTICLE 25

OUT-OF-TITLE PAY

In the event an Employee is assigned to perform work in a job classification higher than his/her regular title for one or more complete work days, he/she shall, upon execution of this contract, be compensated at the rate of \$2.00 per hour (\$16.00 per day) higher than his/her regular base wage for all complete work days in the higher classification, regardless of which title is being temporarily filled. Effective, upon execution of this contract, when a Senior JDO has been assigned as an acting officer in charge and/or Supervising JDO for one or more complete work day, they shall be eligible for this benefit and receive out-of-title pay.

ARTICLE 26

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

Effective January 1, 2014 this benefit shall cease for all new hires.

ARTICLE 27

COLLEGE CREDIT

The Employer agrees to pay each Employee covered by this Agreement, in addition to his/her annual salary, an educational incentive, payable in equal increments, on the following basis:

- A. For an Associate of Arts Degree or sixty-two (62) credits, Three Hundred and Fifty Dollars (\$350.00).
- B. For a Bachelor's Degree or one hundred and twenty-four (124) college credits, Six Hundred Dollars (\$600.00).
- C. For a Master's Degree, Eight Hundred Dollars (\$800.00).

Successful completion of the degree shall be evidenced by submission of any of the following documents:

- 1. A copy of the actual degree.
- 2. A copy of the Employee's transcript, indicating that a degree has been awarded, accompanied by a letter from the institution certifying the awarding of the degree.
- 3. Any certified institutional document that evidences the awarding of the degree. The Employee must notify the County within sixty (60) days of the attainment and awarding of the degree. If the Employee fails to notify the County within sixty (60) days of receiving the degree, then the Employee will not receive the benefit added to his/her salary until sixty (60) days after the Employee notified the Director of the receipt of the degree.

Tuition Reimbursement

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

ARTICLE 28

PROMOTIONAL REMUNERATION

Any Employee covered by this Agreement who receives a promotion shall, upon execution of this contract, receive an increase of \$2,500.00 (Two Thousand Five Hundred Dollars) or the established minimum salary for the position, whichever is greater, effective on the date of the promotion.

ARTICLE 29

HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT BENEFITS

All members covered by this bargaining unit and working thirty-two and one half (32.5) hours or more shall be permitted to enroll in health benefits two (2) months from their date of hire.

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

B. The County shall not change the health insurance 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 December 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 years with the County.

D. Effective December 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 retiree Medicare Part B premiums.

E. 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.

F. 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.

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

ARTICLE 30

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:

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 31

OVERTIME

A. Employees are scheduled to work eight (8) hours per day and forty (40) hours per week in a seven (7) day week schedule. Any Employee scheduled by a supervisor to work in excess of eight (8) consecutive hours in a day or forty (40) hours in a work week shall be eligible for overtime compensation at the rate of one and one-half times (1 1/2x) his/her regular hourly salary. The Employee's regular hourly salary shall be computed by the division of 2,080 hours per year into his/her annual base salary.

B. Any Employee who leaves his/her work station and is required to return to work from his/her home shall be compensated with a guaranteed four (4) hours work. 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.

C. With prior approval of the Director of Juvenile Services or his/her designee, the Employee may receive compensatory time, at the applicable rate, in lieu of pay for call-ins. An overtime rotation list shall be maintained based upon seniority within the departmental units (i.e: Custody, Support, etc.) And within the guidelines set forth in Policy 6.1 of the Department of Juvenile Services Policy and Procedure Manual. If an Employee to whom the assignment has been offered declines to accept the assignment, he/she will be passed and will not be offered any other overtime assignment until his/her turn is reached again. In the event all eligible Employees who are offered a particular overtime assignment declines to accept it, the least senior Employee who is offered the assignment and who is qualified to perform the assignment shall be obligated to accept it. These forced overtime assignments will be rotated on a progressively increasing seniority basis. No Employee will be permitted to accept an overtime assignment if he/she does not possess the skill and ability to perform the duties. No Employee shall be required to work in excess of two (2) successive shifts in a twenty-four (24) hour period.

ARTICLE 32

UNIFORMS

A. Members in this bargaining unit shall receive the sum of Five Hundred Fifty Dollars (\$550.00) per annum to purchase his/her own uniform. Said monies will be disbursed on or about June 1st. This benefit shall be increased by \$50.00 in 2014 (\$600.00) and \$50.00 in 2015 (\$650.00). Uniform requirements will be specified in the Department Policy and Procedure Manual.

B. Members in this bargaining unit shall receive the sum of Five Hundred Fifty Dollars (\$550.00) per annum for uniform maintenance. Payment shall be made in the amount of Two Hundred and Seventy-Five Dollars (\$275.00) on or about June 1st, and in the amount of Two Hundred Seventy-Five Dollars (\$275.00) on or about December 1st. This benefit shall be increased by \$50.00 in 2014 to a total of \$600.00 (\$300.00 payable on or about June 1st and \$300.00 on or about December 1st) and by \$50.00 in 2015 to a total of \$650.00 (\$325.00 payable on or about June 1st and \$325.00 on or about December 1st).

C. All Employees in this bargaining unit shall maintain and wear the proper uniform as required by the Department of Juvenile Services' Policy and Procedure Manual. New Employees shall be required to purchase and wear tan khakis as specified by the Department until the Employee receives his/her uniform. New Employees will be reimbursed for the cost of two (2) khaki uniforms (shirt & pants) and one (1) uniform shirt and one (1) uniform pants. Reimbursements will be made by County Voucher upon submission of a properly completed voucher and receipts. Reimbursements will not be made without original receipts.

D. If the employer changes uniforms, the cost of the change will be borne entirely by the employer.

ARTICLE 33

TRAINING

The parties recognize that as a condition of employment, pursuant to both the Police Training Act and Department of Personnel regulations, Juvenile Detention Officers will be subject to mandatory training. During these training periods, job location will temporarily shift to the designated training facility. Transportation, if necessary, will be provided by the Department.

ARTICLE 34

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 35

FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this Agreement.

ARTICLE 36

SALARY

A. The minimum salary of a Juvenile Detention Officer and Youth Aide shall be \$34,000.

B. Effective April 1, 2013 all Employees in the bargaining unit shall receive an increase of one point five percent (1.5%) applied to their March 31, 2013 base salary.

C. Effective April 1, 2014, the minimum salary of a Juvenile Detention Officer and Youth Aide shall be \$34,500.

D. Effective April 1, 2014 all Employees in the bargaining unit shall receive an increase of percent (1.5%) applied to their March 31, 2014 base salary or the minimum, whichever is greater

E. Effective April 1, 2015, the minimum salary of a Juvenile Detention Officer and Youth Aide shall be \$35,000.

F. Effective April 1, 2015 all Employees in the bargaining unit shall receive an increase of percent (1.5%) applied to their March 31, 2015 base salary or the minimum, whichever is greater.

G. Permanent part-time Employees shall receive the above salary adjustments on a pro-rated basis.

ARTICLE 37

RX CERTIFICATION

Effective April 1, 2013, all members of this bargaining unit who possess a valid prescription distribution certification will be paid a \$500 stipend in addition to their base salary.

ARTICLE 38

DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 2013 except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2016 or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 31st day of August, 2013

ATTEST:

FOR THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

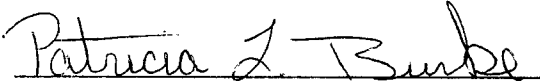

Betty Vasil
Clerk of the Board



John P. Kelly
Freeholder Director

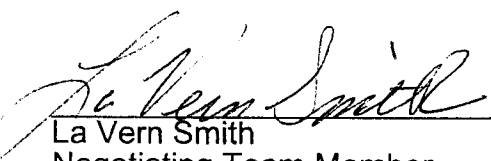
FOR O.P.E.I.U. LOCAL #32

ATTEST:


Lois Cuccinello
Secretary-Treasurer




Karevin Barnes
Business Representative


La Vern Smith
Negotiating Team Member


Dominick Del Cioppo
Negotiating Team Member