

AGREEMENT  
BETWEEN  
OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS  
AND  
COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO  
REPRESENTING  
SUPERVISING JUVENILE DETENTION OFFICERS

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APRIL 1, 2008 - MARCH 31, 2012

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**AGREEMENT**

This Agreement, executed April 1, 2008, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Employer," and the Communications Workers of America AFL - CIO representing Ocean County Supervising Juvenile Detention Officers, hereinafter referred to as "Union."

**ARTICLE I**

**RECOGNITION**

The Employer hereby recognizes the CWA - AFL - CIO as the exclusive representative of all regular primary level supervisors including the Supervising Juvenile Detention Officers at the Juvenile Detention Center employed by Ocean County but excluding all managerial executives, confidential employees, police, fire employees, craft employees, non-professional employees, non-supervisory employees, casual employees, employees in other negotiation units and all other employees employed by Ocean County.

**ARTICLE 2**

**MANAGEMENT RIGHTS**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the Laws and Constitutions of the State of New Jersey and the United States of America; except as may be specifically modified by this Agreement. These rights will include, but not be limited to, full operation efficiency and productivity in the direction of the work force. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing statutes, are hereby reserved by the Board as its management prerogatives and rights.

**ARTICLE 3**

**UNION RIGHTS**

**1. Access to Premises:**

Union Representatives shall be admitted to County premises on Union business. Request for such visits shall be directed with reasonable advance notice to the Employee Relations Director and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Provided such requests are approved, the

representative shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch breaks or after completion of the work shift.

The above is not intended to restrict Union Representatives from exercising their ordinary right as citizens as regards access to the public premises of the County.

**2. Bulletin Boards:**

The Union will have access to bulletin boards in work area where bargaining unit employees are employed. The Union may post notices of union activities and information pertinent to its collective bargaining relationship with the unit employees on these bulletin boards. Copies of information to be posted on the bulletin boards will be forwarded to the office of the Employee Relations Director.

**3. Union Leave:**

Members of the bargaining unit may use up to a total of four (4) paid and four (4) unpaid days for union business each contract year. Union officers must request utilization of this leave to the Director of Employee Relations at least forty-eight (48) hours before it is to commence and, when taken, such leave shall not impede the operation of the County Juvenile Detention Unit. Use of paid Union Leave must directly pertain to the unit employees represented by this contract, union training or union conferences. Joint County/Union discussions, authorized by the Director of Employee Relations, about matters of mutual concern shall not be applied against this benefit.

**4. Dues Checkoff:**

The Employer agrees to make deductions of monthly union membership dues each payroll period from the pay of an employee who has signed a dues deduction authorization card. Such deductions shall begin as soon as possible after receipt of the authorization card by the Treasurer in accordance with the Employer's normal payroll deductions.

The amount of dues to be deducted will be certified to the Employer by the Secretary-Treasurer of the Union. The amount of dues shall be changed as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which the deduction of union dues is to be made.

In accordance with P.O. 1979, Ch. 477 as it relates to the Agency Shop provisions, a representation fee of eighty-five percent (85%) shall be deducted from all non-union members. The Union agrees to implement a demand and return

system set forth in the statute, and, in addition, the Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability which may arise from the implementation of this Article.

The Employer agrees to remit such deduction to the Union prior to the 10th day of the month following the month for which such deduction is made together with a list of employees from whose pay such deductions were made. However, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith. Remittance shall be sent to the Union c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street NW, Washington, D.C. 20001-2797.

Management agrees to forward to the Union upon request a report containing the following information: employee's name, home address, job title, department, salary and other compensation.

**Non-Discrimination:**

The work environment should be characterized by mutual respect for the common dignity to which all individuals are entitled.

**ARTICLE 4**

**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. 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 members of the bargaining unit, nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. concerted failure to report for duty or willful absence of any employee from his/her position or stoppage or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action against the Employer. The bargaining agent agrees that any such action will constitute a material breach of this Agreement on the part of the bargaining agent, its members and members of the bargaining unit.

## **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 supervisor for an appointment for such discussion.

## **ARTICLE 6**

### **NON-DISCRIMINATION**

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. No title shall be created to evade the employment of an individual because of sex in an existing job title and no discrimination in promotional opportunities shall be denied an individual because of sex.

## **ARTICLE 7**

### **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, in hours, to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation, shall not be 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 Supervising Juvenile Detention Officer who began County employment on October 1, 2008 would be eligible to utilize Sick Leave on an accelerated basis beginning on January 1, 2010. Prior to that time, Sick Leave may not be utilized until earned.**

**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 (1/2) pay for each earned and unused sick day to a maximum of \$15,000. 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 Department of Personnel shall be recognized and constitute a part of this Agreement.**

**ARTICLE 8**

**VISION CARE**

**Vision Care benefits will be afforded to all members of the bargaining unit, for the duration of this Agreement.**

**ARTICLE 9**

**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 County Policy IRM 009A 84 Vehicle Operator Driving Requirements. Employees who do not meet these requirements shall not drive. All such employees must offer proof of insurance to the County Department 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 10**

**EMPLOYEE MANUALS**

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

**ARTICLE 11**

**HOLIDAYS**

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

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

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.

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 Board of Chosen Freeholders takes official action to declare an extra holiday.

**ARTICLE 12**

**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 Employer may require proof of a 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:

Day of death

Any day of viewing

Day of interment

Day of religious or memorial service

In no event shall any part of Bereavement Leave occur more than fifteen (15) days from the date of death. Abuse of the bereavement provision shall be cause for disciplinary action.

### ARTICLE 13

#### VACATION TIME

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

1. For an employee with no more than twelve 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 has 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. Vacation time will not be unreasonably denied, if minimal staffing requirements set by State Manual of Standards for Juvenile Detention facilities, is met. 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 14**

#### **SEVERABILITY**

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

#### **ARTICLE 15**

#### **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:

<b><u>Date of Initial Hire</u></b>	<b><u>Amount of Personal Leave</u></b>
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 16**

### **GRIEVANCE PROCEDURE**

#### **I. DEFINITIONS:**

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

B. All other allegations that there has been a violation, a misinterpretation or a misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedures up to the County Administrator’s level and the County Administrator’s decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

C. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent any employee before the Merit System Board. The Union’s decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union. When an individual grievant initiates a contractual grievance, such grievance shall only be processed through Union representation.

D. A “Grievant” is an employee who files a grievance.

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

F. “Day” means a calendar day.

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

H. “Class grievance” is a formal grievance that directly involves two (2) or more people.

I. "Union grievance" is a formal grievance filed on behalf of one or more employees by the Union.

## II. PROCEDURES:

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this procedure, time for 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. The grievant may call witnesses (as determined by the hearing officer) provided requests for such are filed two (2) days prior to the hearing/meeting.

F. Any designated Union Representative/Steward, whether he/she is on the County payroll or not, has the right to represent the grievant in any step of the grievance procedure.

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

H. Failure by the Board to issue a decision within the specified time limit shall render the grievance advanced to the next level.

I. Grievances may only be formally filed and processed by the Union through a Shop Steward, Union Officer or Union Representative.

J. The Union and Director of Employee Relations may waive Step 1 by mutual agreement.

K. Time 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.

## III. PROCESSING:

A. Informal Step - Grievance shall be presented by the Steward or Union

Representative to the immediate supervisor prior to submission to Step 1. The purpose for this step is to resolve problems through informal discussion at the lowest level possible.

**B. Step 1** - The Department Head or designee shall mutually schedule a hearing/meeting within five (5) 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 grievant must file the written grievance within fifteen (15) working days of the occurrence of 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 Department and the Local Union Representative.

**C. Step 2** - If the Union is dissatisfied with the answer submitted by the employee's Department Head at Step 1, then the Union Representative may appeal the Department Head's written answer within five (5) work days after receipt of the answer at Step 1. Documentation should be forwarded with the grievance at the time of appeal to the Employee Relations Director.

The Employee Relations Director or his/her designee shall review the grievance appeal and investigate the facts. He/She may request a meeting of the parties to clarify issues. He/She shall submit a written answer to the grievant within seven (7) work days of the submission of the grievance to Step 2.

**D. Step 3** - If the Union is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the Union Representative may appeal the answer of the Employee Relations Director within seven (7) work days after receipt of the written answer at Step 2.

The County Administrator or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the grievant within seven (7) work days of the submission of the grievance to Step 3.

**E. Step 4** - If the Union is still dissatisfied with the answer received from the County Administrator and the grievance is a matter of alleged 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 request arbitration of the grievance by filing notice with the Director of Employee Relations. The Union may request an extension of the twenty (20) day

appeal limit, and such request shall not be unreasonably denied.

2. Within fifteen (15) days of such notice, the Union shall request a list of arbitrators from the N.J. Public Employee Relations Commission.

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

4. 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.

5. 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.

6. 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.

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

### **General Provisions**

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

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

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

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

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

6. The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one

(1) Union Representative/Steward 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.

**ARTICLE 17**

**DISCIPLINE**

It is the responsibility of the immediate supervisor to enforce and maintain proper discipline. To ensure that employees are informed when infractions or shortcomings are noted, the progressive steps of discipline set forth in the Personnel Handbook; i.e., personal interview, written reprimand, suspension without pay and dismissal, will ordinarily be followed. In certain severe instances, it may be necessary to bypass one or more of the preliminary steps or combine one or more steps in order to impose suspension or dismissal of an employee as provided by the New Jersey Department of Personnel regulations.

Any minor discipline shall be subject to the Grievance Procedure up to the 3rd Step. All decisions by the County Administrator will be final.

No employee shall be disciplined without just cause. The Union will be informed within 48 hours by mail or fax, whichever is more feasible, when major discipline of any nature is to be imposed.

If an employee is summoned to a meeting which he/she reasonably fears will lead to disciplinary action, he/she shall have the right to have a Steward or a Union Representative at the meeting.

**ARTICLE 18**

**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

**ARTICLE 19**

**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.

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

C. All employees current and future who retire on or after December 1, 2008 in order to be eligible for the lifetime health benefits upon retirement, must have served a minimum of fifteen (15) of the required twenty-five (25) years with the County.

Effective December 1, 2008, the following changes will affect all new hires:

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

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

The County will no longer reimburse retirees Medicare Part B premiums.

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

specifically ineligible for any deductive reimbursement.

When a member from the 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 20**

**FAMILY DENTAL PLAN**

All members covered by this bargaining unit and working thirty-five (35) hours or more shall be permitted to enroll after the first of the month following three (3) full months of employment in Family Dental Plan.

The Family Dental Plan will be made available to eligible employees, spouses and children to age 19. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible 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%

Prostodontics and periodontics,  
inlays, caps and crowns,  
oral surgery (ambulatory).....50%

Orthodontics

(limited to \$800.00 per patient over a 5 year period).....50%

**ARTICLE 21**

**OVERTIME**

The parties agree that the work week and work day shall be as determined by the Director of Juvenile Services and the Board of Chosen Freeholders. The specific workday of each employee will be arrived at through the development of a work schedule for the employee by the Director of Juvenile Services or his/her designee. All other leave days are to be included in the computation of overtime pay.

Overtime, at the rate of time and one-half (1 1/2X), will be earned for all hours worked after forty (40) hours in a workweek. Overtime shall be paid in cash or compensatory time at the request of the employee and with the consent of the Director of Juvenile Services.

**ARTICLE 22**

**CALL-IN**

Any employee who is required to return to work after completion of his/her shift, 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.

**ARTICLE 23**

**UNIFORMS**

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

B. Members in this bargaining unit shall receive the sum of Six Hundred and Fifty Dollars (\$650.00) per annum for uniform maintenance. Payment shall be made in the amount of Three Hundred and Twenty-Five Dollars (\$325.00) on or about June 1<sup>st</sup>, and in the amount of Three Hundred and Twenty-Five Dollars (\$325.00) on or about December 1<sup>st</sup>.

C. All employees in this bargaining unit shall maintain and wear the proper uniform as required by the Director of Juvenile Services.

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

#### **ARTICLE 24**

#### **TRAINING**

The parties recognize that as a condition of employment, pursuant to both the Police Training Act and Department of Personnel regulations, Supervising 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 25**

#### **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 or 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 26**

#### **COMPENSATION**

A. Effective April 1, 2008, the minimum salary for all titles covered by this unit will be \$43,000.

B. Effective April 1, 2008, all members in the bargaining unit shall receive Two Thousand Two Hundred Dollars (\$2,200.00) applied to their March 31, 2008 base salary or the new minimum, whichever is greater.

C. Effective April 1, 2009, the minimum salary for all titles covered by this unit will be \$44,000.

D. Effective April 1, 2009 all members in the bargaining unit shall receive Two Thousand Two Hundred Dollars (\$2,200.00) applied to their March 31, 2009 base salary or the new minimum, whichever is greater.

E. Effective April 1, 2010 the minimum salary for all titles covered by this unit will be \$45,000.

F. Effective April 1, 2010 all members in the bargaining unit shall receive Two Thousand Two Hundred Dollars (\$2,200.00) applied to their March 31, 2010 base salary or the new minimum, whichever is greater.

G. Effective April 1, 2011 the minimum salary for all titles covered by this unit will be \$46,000.

H. Effective April 1, 2011 all members in the bargaining unit shall receive Two Thousand Two Hundred Dollars (\$2,200.00) applied to their March 31, 2011 base salary or the new minimum, whichever is greater.

I. Buffer Zone - A buffer of One Thousand Dollars (\$1,000.00) shall be maintained between members of this bargaining unit and the highest paid subordinate.

J. Promotional Compensation - Any employee promoted into this bargaining unit shall receive the minimum salary for the title or an increase of six percent (6%) on their base salary, whichever is greater.

## ARTICLE 27

### LEAVES OF ABSENCE

Employees covered by this Agreement shall be entitled to all Leaves of Absence as stated by the New Jersey Department of Personnel Rules and Regulations.

Other leave procedures are subject to applicable contract language and Ocean County personnel rules and regulations.

## **ARTICLE 28**

### **PERSONNEL RECORDS INFORMATION**

The contents of individual employee personnel records are strictly confidential and will be disclosed by the Director of Employee Relations only when that information is requested as a matter of inquiry by law enforcement agency or a representative of the Armed Forces. An employee may review the contents of his/her personnel file after first making an appointment with the Department of Employee Relations. Employees or personnel authorized by employees requesting a copy of their personnel file will be charged the current established fee for photocopies.

The Board will protect an employee's right to privacy by responding only to a proper request by an appropriately recognized lending institution for credit information. The Department of Employee Relations handles such requests as follows:

1. Only employee's name, title, compensation and status will be verified by telephone.
2. Request for additional information must be in writing and sent to the Department of Employee Relations.
3. All requests must be accompanied by a release signed by the employee.

No document of anonymous, unsubstantiated origin will be placed in the employee's personnel file. The employee shall be provided with a copy of written material when such material is to be relied upon in any personnel action resulting in disciplinary proceedings or in any evaluation report. The employee shall be given thirty (30) days to provide for a response to such written material, from the date of the document, or from the date the employee becomes aware of the document.

## **ARTICLE 29**

### **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 30**

**TUITION REIMBURSEMENT/COLLEGE CREDIT**

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

2. The Employer agrees to pay each employee covered by this Agreement, in addition to his/her annual salary, a monetary education incentive, unless such degree is part of the minimum eligibility requirement for the position held, payable annually on the following basis:

A. For an Associate of Arts Degree or 62 college credits, Three Hundred Fifty Dollars (\$350.00).

B. For a Bachelor's Degree or 124 college credits, Six Hundred Dollars (\$600.00).

C. For an M.A. or M.S., Eight Hundred Dollars (\$800.00).

In order to receive this incentive the employee must provide the Employer a certified copy of his/her college transcripts.

Education incentive should be related to the employee's job, or which may be necessary or directly beneficial to career advancement within County service.

**ARTICLE 31**

**HOURS OF WORK**

The regular hours of work for all Supervising Juvenile Detention Officers unless otherwise agreed to by the Director of Juvenile Detention Center and the effected employees, shall be:

7:00 A.M. to 3:00 P.M. "A" Shift

3:00 P.M. to 11:00 P.M. "B" Shift

11:00 P.M. to 7:00 A.M. "C" Shift

## **Swing Shift as Established "D" Shift**

All workers shall receive a 30 minute paid lunch break.

Annually during the month of November, employees in this bargaining unit will be given the opportunity, on the basis of seniority in title, to bid for the shift assignment of their preference; provided that the resulting pattern of assignment satisfied all State guidelines. 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 for the unit of 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.

## **ARTICLE 32**

### **SICK LEAVE BUY-BACK PROGRAM**

Effective January 1, 2009, employees in the bargaining unit are eligible to participate in a Sick Leave Buy-Back Program.

#### **Purpose:**

The Employee Sick Leave Liability Reduction Program serves two primary purposes one, encourage employees to make judicious use of their annual sick leave allotment and two, continue to reduce liability associated purpose of the Sick Leave Buy-Back Program is to encourage employees to make judicious use of their annual sick leave allotment and two, continue to reduce liability associated with accrued employee leave time.

#### **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 who has, NOT, at any time during the immediate preceding year, taken an unpaid leave of absence.
2. Be credited with at least two hundred and ten (210) hours of earned and unused sick leave on December 31<sup>st</sup>, of the year preceding the year during which payment is to be made.

#### **Procedures:**

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

**Payment Schedule:**

<u>Sick Leave Used</u>	<u>Days "Cashed In"</u>
no days	up to ten days
one day	up to nine days
two days	up to eight days
three days	up to seven days
four days	up to six days
five days	up to five days
six days	up to four days
seven days	up to three days
eight days	up to two days
nine days	up to one day
ten or more days	no days

Compensation shall be computed at eighty-five percent (85%) of an employee's daily (XReg) wage as of December 31<sup>st</sup> of the preceding year in which application is made, times the number of days relinquished. Payment shall be made in the form of a payroll adjustment, subject to all appropriate deductions on or about May 15<sup>th</sup> of each year.

**Sick Leave Accrual:**

Employees who either do not qualify for this Program or choose not to participate shall continue to earn, use and accumulate sick leave in accordance with the Ocean County "Employee Personnel Handbook".

**ARTICLE 33**

**HEALTH AND SAFETY**

A. The County shall continue to make reasonable provisions for the Health and Safety of its employees during the hours of their employment.

B. Management and the Union agree that a representative for the

bargaining unit may participate in the Ocean County Health and Safety Committee, within the restraints of the staffing levels of the workday.

C. All new employees will continue to be provided with a Right to Know booklet, PEOSHA standards and rules and regulations and any and all safety requirement that the County deems necessary. In the interest of maximum efficiency and job safety, a greater emphasis will be placed upon in-house training of new employees.

D. The Employer will continue to comply with all guidelines established by PEOSHA.

E. All employee complaints of unsafe and/or unhealthy conditions, including employer owned vehicles found in an unsafe condition shall be made as soon as possible to the immediate supervisor and shall be investigated promptly.

F. If an employee incurs an on the job injury of an emergent nature, the County will expedite such medical treatment by calling for an ambulance, if required, or by providing transportation to a County approved Worker's Compensation panel physician or emergency room, as dictated. In all cases County Policy IRM 004A-83 (Injuries on the Job) will be strictly enforced. N.J. OSH #20010-87, Public Employees Occupational Safety Program Log and Summary of Occupational Injuries will be provided upon request.

## ARTICLE 34

### SENIORITY

#### 1. DEFINITION:

A. Seniority is the accumulated period of service of a permanent employee of the County.

B. Job Classification seniority is the accumulated period of service of a permanent employee of the County in a particular job classification.

#### 2. PERMANENT EMPLOYEE:

A. Employees shall be considered to have seniority upon successful completion of the probation period (working test period) for any permanent position, effective on the first day worked following such successful completion but computed from the date of initial hire. Such seniority is accumulable unless there is or has been a break in service as set forth below.

**B. Employees shall be considered to have job classification seniority upon successful completion of the probationary period (working test period), for the job classification effective on the first day worked following such successful completion but computed from the date of initial hire or promotion to the particular job**

**classification. Such job classification seniority in the job classification to which the employee is assigned is accumable unless there is or has been a break as set forth below or where the employee is appointed to another job classification.**

**C. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off; however employee job classification seniority accrued prior to layoff shall be continued upon recall and reemployment.**

**D. In the case where an employee is promoted but does not successfully complete the probationary period (working test period), he/she may be returned to his/her previous job classification in his/her most recent location or his/her then current location, without loss of job classification seniority, salary and other benefits as would have otherwise been accumulated and such job classification seniority shall be construed to have continued accumulation in the permanent position provided the positions are in the same or appropriately related job class.**

**3. PROVISIONAL AND PROBATIONARY EMPLOYEES:**

**A. Provisional appointments will not be made except as provided in N.J.S.A. 11A:4-13b. Where an examination is required, such will be scheduled at the earliest possible time.**

**ARTICLE 35**

**DURATION**

**The terms and conditions set forth in this Agreement shall become effective on April 1, 2008, except for those Articles which contain specific dates to the contrary and shall continue in full force and effect until March 31, 2012 or until execution of a successor Agreement.**

**IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this            day of            , 2008.**

**ATTEST:**

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

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**Betty Vasil  
Clerk of the Board**

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**Joseph H. Vicari  
Freeholder Director**

**ATTEST:**

**FOR THE COMMUNICATIONS  
WORKERS OF AMERICA - AFL - CIO -  
PRIMARY LEVEL SUPERVISORS' UNIT**

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**Don Rice, National Staff Representative  
Communications Workers of America**

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**Jeffrey Harley  
Sr. Staff Representative, C.W.A.**

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**Paul Alexander, Asst. to the President**

**Alexander Ivanov**  
**Negotiating Team Member**