

**CONTRACT**

**BETWEEN**

**THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**THE OFFICE AND PROFESSIONAL EMPLOYEES**

**INTERNATIONAL UNION LOCAL #32**

**REPRESENTING**

**INFORMATION TECHNOLOGY EMPLOYEES**

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**April 1, 2011 - March 31, 2014**

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## AGREEMENT

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

### ARTICLE 1

#### PURPOSE

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

### ARTICLE 2

#### RECOGNITION OF THE UNION

The Board recognizes the O.P.E.I.U., Local #32, A.F. of L. - C.I.O.-C.L.C. as the exclusive representative of all Information Technology Employees as referenced in Appendix A with the exception of managerial employees or employees whose titles are more appropriately assigned to other collective bargaining units. Said Union is permitted to negotiate with the Board for the purposes provided for under Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, with respect to salary, hours, and those terms and conditions of employment permitted by said statutes.

### ARTICLE 3

#### MANAGEMENT RIGHTS

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

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

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

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

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

#### **ARTICLE 4**

#### **NO STRIKE CLAUSE**

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

**B. The Union covenants and agrees that during the term of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Board. No lockout of employees shall be instituted or supported by the County during the term of this Agreement.**

**C. The Union 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. The Union agrees that it will undertake any necessary actions at its own expense to terminate any of the above activity on the part of its members of the bargaining unit.**

**D. Any activity enumerated above on the part of a Union member or member of this bargaining unit will be deemed as appropriate grounds for the termination of employment from the Board.**

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **1. Definitions**

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

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

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

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

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

**F. "Day" means work day.**

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

H. "Group grievance" is the same or similar formal grievance by two (2) or more employees each in the same department.

## 2. Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Formal grievances and appeals shall be filed in writing.

C. Communications and decisions concerning formal grievances shall be in writing.

D. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

E. Grievances may only be advanced to Step 2 or higher by Union Officers or Shop Stewards.

F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the County Administrator, unless same was unavailable and is shared with the other party prior to a formal hearing at the next level of jurisdiction.

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

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

## 3. Processing

A. Time Limit - The number of work 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. 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 first became aware or should have become aware of the problem, whichever is later.

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

B. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Department Head. The grievant must file the written grievance within fifteen (15) work days of the occurrence of the grievance. The Department Head will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) work days of the submission date on the grievance form.

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

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

**D. Step 3 - If the grievant is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the grievant and/or his/her representative may appeal the answer of the Employee Relations Director within seven (7) work days after receipt of the written answer at the second step of the process by the grievant. The employee may request that the County Administrator schedule a hearing. Should the Administrator determine that a hearing would be advantageous to the parties it shall be scheduled within seven (7) work days after receipt of the grievance appeal from the County Employee Relations Director's decision at Step 2 of the process.**

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

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

**1. Within twenty-five (25) work days of the decision of the County Administrator, the Union Representative may request arbitration of the grievance by requesting a list of arbitrators from the Public Employment Relations Commission (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 shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that do not constitute violations of this Agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.**

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

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

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

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

#### **4. General Provisions**

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

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

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

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

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

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

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

## **ARTICLE 6**

### **EMPLOYEE MANUALS**

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

## **ARTICLE 7**

### **NON-DISCRIMINATION**

The parties agree that they will comply with all State and Federal statutes regarding discrimination. 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 8**

### **SENIORITY**

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

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

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

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 NJ Civil Service Commission's law and who are subsequently certified by the N.J. Civil Service Commission. In all instances, employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job.

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

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

## ARTICLE 9

### HOLIDAYS

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

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

The County will comply in granting a holiday whenever the Board of Chosen Freeholders takes an official action to declare an extra holiday.

Any employee working on any of the above days shall receive overtime pay at a rate of time and one-half (1 1/2X) for all hours worked plus one (1) day straight time wages for the 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.

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

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

**ARTICLE 10**

**LONGEVITY PAY**

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

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

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

**ARTICLE 11**

**BEREAVEMENT PROVISION**

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

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

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

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

**ARTICLE 12**

**PERSONAL LEAVE**

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

<b><u>Date of Initial Hire</u></b>	<b><u>Amount of Personal Leave Days</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 13**

**DUES CHECKOFF**

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

**ARTICLE 14**

**AGENCY SHOP**

The parties agree that for the term of this Agreement, in accordance with New

Jersey Statutes, any employee in 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 15

### VACATION LEAVE

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

1. For an employee with no more than twelve (12) months of service...one (1) day, in hours, for each calendar month employed.
2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years...twelve (12) working days, in hours, per year.
3. For an employee who has served four (4) years and one (1) day up to eleven (11) years...fifteen (15) working days, in hours, per year.
4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years...twenty (20) working days, in hours, per year.
5. For an employee who has served nineteen (19) years and one (1) day...twenty-five (25) working days, in hours, per year.

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

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

## ARTICLE 16

### SICK LEAVE

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

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

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 in which employment began, subject to proper notification.

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

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

## ARTICLE 17

### UNION LEAVE

Members of the bargaining unit may use up to a total of six (6) aggregate days for Union business leave each year. Only the Business Manager of O.P.E.I.U. Local #32 can request union leave and she/he will make such request to the Director of Employee Relations at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken. All use of such leave shall be reported to the Union and the Director of Employee Relations to insure that the employees are actually utilizing the leave for union business. Use of Union Leave must directly pertain to unit members represented by this contract. Joint County/Union discussions, authorized by the Director of Employee Relations about matters of mutual concern, shall not be applied against this benefit.

## ARTICLE 18

### TUITION REIMBURSEMENT

#### A. Statement of Policy Conditions and Eligibility:

1. Permanent full-time employees may be eligible for tuition reimbursement of eighty (80%) percent of tuition cost up to One Thousand Dollars

(\$1,000.) per semester, not to exceed Two Thousand Dollars (\$2,000.) per year.

2. Under no circumstances shall the Employer be obligated to reimburse for any educational expense except tuition. Travel, fees, textbooks, materials and other non-tuition items specifically excluded.

3. The Department Head will approve of the courses in advance and certify that they are directly related to improving the performance of the County employee in their job classification and that the funds exist in the departmental budget for the expenses to be incurred. The signature on the purchase requisition will indicate their approval.

4. Only course offered through accredited institutes of higher learning will qualify for reimbursement.

5. Reimbursement will be contingent upon successful completion of the course as evidenced by a certificate or grade report which must accompany the voucher. Successful completion is defined as a final grade of "C" or better, or, in the case where grades are not used, a final result of "pass".

6. Except in unusual circumstances approval will not be granted for courses which will require the employee to be absent during their normal work day.

7. A candidate for an Associate's Degree, Bachelor's Degree or advanced degree who expects at least fifty (50%) percent of the expenses to be borne by the County will be required to sign an Agreement indicating that they will not leave the employment of the County for a one (1) year period after receiving that degree.

#### **B. Procedures:**

1. Tuition Reimbursement Request Form ER 193 must be completed by the employee. A brief course description, itemized bill and proof of payment must accompany form.

2. Employee will indicate degree or non-degree program. If degree program, please indicate if contract is on file. If it is not, please contact Employee Relations for the necessary paperwork. Request will not be processed without signed Contract Agreement.

3. A purchase requisition must accompany the request form. The Department Head's signature on the purchase requisition indicates approval for the tuition reimbursement. Electronic purchase requisitions cannot be accepted.

4. The Tuition Reimbursement Form, purchase requisition and all necessary paperwork must be submitted to Employee Relations PRIOR to the start of the course. Requests may be denied if received after the start date.

5. Upon review and approval by Employee Relations, the purchase requisition will be forwarded to Purchasing for processing. Copies of the approved Tuition Reimbursement form will be forwarded to Finance and the employee's department.

6. Upon successful completion of the course(s), the employee shall forward the payment voucher and proof of successful completion to Finance for reimbursement.

## ARTICLE 19

### SEVERABILITY CLAUSE

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

## ARTICLE 20

### CALL-IN PAY

It is understood and agreed that a member who leaves his/her work station and is later directed to return to work by the Department Head or designee will be paid 1 1/2X for all hours worked (minimum of four hours) provided that the response time to his/her designated work site is "reasonable".

For the purposes of this Agreement, the term "reasonable" is hereby defined as forty-five (45) minutes or less. For those who respond to call-in situations within a reasonable time, the call-in assignment will be deemed to have begun at the time of the telephone call.

At no time, shall Call-In Pay be compensable for hours the employee would ordinarily be working. In other words, the four (4) hour minimum overtime pay shall only be paid when the four hour period is outside the employee's regular shift.

## ARTICLE 21

### PRODUCTIVITY

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

## ARTICLE 22

### WORK RULES

The Board of Chosen Freeholders may at its discretion adopt work rules for the efficient and orderly operation of its respective departments. The bargaining agent will be given a copy of any work rules fifteen (15) work days prior to the imposition of those rules and the bargaining agent will be required to make any

consultative comments it may have no later than ten (10) work days after receipt of the proposed work rules. The Board of Chosen Freeholders will consider the comments of the bargaining agent but the final adoption of the work rules will be a decision of the Board of Chosen Freeholders and the implementation of the work rules document will be left to the discretion of the Board of Chosen Freeholders and the County Administrator.

### ARTICLE 23

#### DISABILITY PLAN

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

### ARTICLE 24

#### PERFORMANCE EVALUATION

The Employer reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Performance evaluations will be conducted by the appropriate supervisor and the employee will be provided with a copy of his/her performance evaluation.

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

### ARTICLE 25

#### 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 26

#### JOB CLASSIFICATIONS

A. Members of the bargaining unit will normally work only in their designated classifications except in those circumstances where management designates that they should work in another classification or work circumstance. If a unit member must work in a higher job classification, either that of another unit member with more authority and responsibility or a manager, then the member shall receive the daily equivalent of the yearly base salary of the employee being replaced for each day worked in the higher title, so long as the work exists for two (2) consecutive and complete days. Once a person has worked two (2) consecutive days, compensation under this Article shall be retroactive to the first day of assignment.

If a unit member is required to work at a lower classification, the unit member shall receive his/her regular rate of pay.

B. A copy of resolutions creating new positions or abolishing old positions within the unit, or resolutions which change the salary of members of this unit, will be forwarded to the Union Business Manager.

## ARTICLE 27

### PROMOTIONAL REMUNERATION

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

## ARTICLE 28

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

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

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

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

All employees current and future who retire on or after July 1, 2011 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 July 1, 2011, 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 premium.

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

When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at the County's 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 29**

**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 30**

### **WORK HOURS**

The work hours for unit members shall be as individually designated by the Board of Chosen Freeholders and the managerial executives to whom the member reports.

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

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

The one (1) hour (unpaid) daily lunch period may be modified to one-half hour (1/2) at the request of a member and with the prior consent of the Department Head. Said consent may be withdrawn by the Department Head who will provide a minimum of forty-eight (48) hours notice of said change except in the case of an emergency.

Members of the unit will have at least ten (10) working days notice prior to any scheduled change in hours, except for emergency circumstances, as determined by the Director of Information Technology.

## **ARTICLE 31**

### **MILEAGE**

Any unit member who is required in the performance of his/her regular duties to utilize his/her personal vehicle for County business, will be reimbursed in accordance with the existing County policy of mileage at the time of usage and at the prevailing rate. All members will report their mileage on the appropriate County form and will use the appropriate mileage voucher as prepared by the County for submission.

## **ARTICLE 32**

### **RIGHTS AND PRIVILEGES OF THE UNION**

A. The Employer agrees to make available to the Union all available public information concerning negotiable matters between the County and the Union necessary to process any grievance or complaint. All requests shall be made through the Employee Relations Department.

No confidential labor relations information shall be made available at any time to the Union if the disclosure of same would in any way undermine the bargaining position of the County.

B. Whenever any representative of the Union or a supervisor is mutually agreed by the County and the Union to participate during working hours in negotiations, grievance procedures, labor relations, conferences or meetings, he/she shall suffer no loss in pay. The person involved has the responsibility of notifying the employee's immediate supervisor.

C. The Union has the right to utilize any supervisory bulletin board that currently exists and inter-office mail facilities of the County to contact members of the bargaining unit.

### ARTICLE 33

#### OVERTIME

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

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

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

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

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

### 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**

**NIGHT DIFFERENTIAL**

Employees covered by this Agreement shall be eligible for an eight percent (8%) night differential if they are scheduled to work a "B" or "C" shift. Any shift starting subsequent to 3:30 p.m. will be considered a "B" or "C" shift.

**ARTICLE 36**

**SALARY**

A. Effective April 1, 2011, the minimum starting salaries for all currently established and recognized O.P.E.I.U. titles, in the bargaining unit, shall be as set forth in Appendix "A".

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

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

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

**ARTICLE 37**

**FULLY BARGAINED CLAUSE**

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

**ARTICLE 38**

**DURATION**

The terms and conditions set forth in this Agreement shall become effective on April 1, 2011, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2014, or until execution of a successor Agreement.

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

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

**ATTEST:**

\_\_\_\_\_  
**Betty Vasil  
Clerk of the Board**

\_\_\_\_\_  
**Joseph H. Vicari, Freeholder Director**

**FOR THE O.P.E.I.U., Local #32**

\_\_\_\_\_  
**Allen Byron, Business Manager/  
Secretary-Treasurer**

\_\_\_\_\_  
**Sharon Eastwick  
Business Representative**

\_\_\_\_\_  
**Joseph Marino  
Negotiating Team Member**

\_\_\_\_\_  
**Peter C. Laib  
Negotiating Team Member**

## **APPENDIX A**

### **Information Technology Employees**

<b><u>LEVEL</u></b>	<b><u>TITLES</u></b>	<b><u>04/01/10 MINIMUM</u></b>
1	Data Control Clerk Sr. Data Entry Machine Operator	\$27,000
2	Computer Operator Trainee Principal Data Entry Machine Operator Senior Data Control Clerk	\$30,000
3	Computer Operator Computer Service Technician Data Processing Technician	\$33,500
4	Principal Data Control Clerk Senior Computer Service Technician Data Processing Programmer Trainee Technician, Mgmt. Information Systems	\$37,000
5	Data Processing Programmer Senior Computer Operator Technical Support Specialist I	\$40,500
6	Data Processing Systems Programmer Senior Data Processing Programmer Technical Support Specialist II	\$45,000
7	Principal Data Processing Programmer Supervisor Computer Operator Senior Data Processing Systems Programmer Principal Technician Mgmt. Information Systems	\$50,000
8	Systems Analyst	\$53,500
9	Senior Systems Analyst	\$58,000
10	Principal Systems Analyst	\$63,000

