

CONTRACT

BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

**THE OCEAN COUNTY WEIGHTS & MEASURES
NJSPBA LOCAL #203**

REPRESENTING

ASSISTANT SUPERINTENDENTS WEIGHTS & MEASURES

APRIL 1, 2009 - MARCH 31, 2012

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AGREEMENT

This Agreement, executed the _____ day of _____, 2009 has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board", and the NJPBA Local #203 Ocean County Unit, hereinafter referred to as "PBA".

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 NJPBA Local #203 Ocean County Unit as the exclusive Majority Representative of all regularly employed Assistant Superintendent Weights & Measures employees employed by the County of Ocean. Excluded from this unit are managerial executives, confidential employees, supervisors within the meaning of the act, Superintendent of Weights and Measures, Deputy Superintendent of Weights and Measures, non-police employees, craft employees, casual employees and all other employees employed by the County of Ocean. Said PBA 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:

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1. All management functions and responsibilities which the Board has not expressly modified or restricted by a specific provision of this Agreement.

2. The right to establish and administer policies and procedures related to personnel matters, Board controlled activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.

3. To reprimand, suspend, discharge or otherwise discipline employees.

4. To hire, promote, transfer, assign, re-assign, lay-off and recall employees to work.

5. To determine the number of employees and the duties to be performed.

6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service.

7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.

8. To determine the number, location and operation of divisions, departments, work sections and all other work units of the Board, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.

9. To subcontract for any existing or future services as determined necessary by the Board.

10. To make or change Board rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.

11. And otherwise to generally manage the affairs of the Board, attain and maintain full operating efficiency and productivity and to direct the work force.

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

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C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Board on behalf of the taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement

which in anyway interferes with, undermines or restricts the exercise of any managerial right by the Board or any of its authorized managerial executives.

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 PBA covenants and agrees that during the terms of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Board.

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

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

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

ARTICLE 5

GRIEVANCE PROCEDURE

1. Definitions:

A. A "grievance" is an allegation by an employee or the Majority Representative 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, administrative decisions and any minor disciplinary action as defined by New Jersey Department of Personnel rules and regulations may be submitted to all steps of the grievance procedure up to the County Administrator's level, and the County Administrator's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

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

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

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

F. "Day" means work day.

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

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

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

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2. Procedures:

A. Grievances shall be processed promptly and expeditiously.

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

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

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

E. Grievance may only be advanced by Step 2 or higher by the Majority Representative.

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

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

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

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

3. Processing

A. Time Limit - The number of work days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual consent of the parties. Time limits at Step 1 shall begin with the day of the event giving rise to the grievance or the day the Majority Representative 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.

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B. Step 1 - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Department Head. The grievant must file the written grievance within fifteen (15) work days of the occurrence of the grievance. The Department Head or designee shall hold a meeting within seven (7) work days of the filing of the grievance with the grievant and the Steward or Majority Representative in order that both parties discuss all the facts surrounding the

grievance. The Department Head shall render a decision in writing within five (5) work days after the grievance meeting. All decisions of the Department Head will be copied to the Employee Relations Director, County Administrator and the Local Majority Representative.

C. Step 2 - If the grievant is dissatisfied with the answer submitted by the Department Head during the Step 1 of this process, then the Majority 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 Majority Representative within seven (7) work days of the submission of the grievance at Step 2.

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

The County Administrator will submit a written answer to the grievant or the Majority Representative 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 Majority 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.

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

- 1. Within twenty (20) work days of the decision of the County**

Administrator, the Majority Representative may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employee Relations Director.

2. Within five (5) work days of such notice the Majority Representative shall request a list of arbitrators from the New Jersey Public Employment Relations Commission (PERC).

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

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

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

6. The arbitrator shall have no power to add to, subtract from or alter the language of this Agreement. He/she shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that do not constitute violations of this Agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.

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

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

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

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

4. **General Provisions:**

1. No prejudice will attend any party in interest by reason of the utilization 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 Majority Representative and Employee Relations Director will distribute the forms, as required.

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

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

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ARTICLE 6

EMPLOYEE MANUALS

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

ARTICLE 7

NON-DISCRIMINATION

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

ARTICLE 8

HOLIDAYS

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

ARTICLE 9

LONGEVITY PAY

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

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

ARTICLE 10

BEREAVEMENT PROVISION

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

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

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

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

ARTICLE 11

PERSONAL LEAVE

Each employee may be eligible for up to 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, i.e. storm day. The employee must have the permission of his/her immediate supervisor before Personal Leave can be taken. Personal Leave shall not be unreasonably denied.

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

| <u>Date of Initial Hire</u> | <u>Amount of Personal Leave</u> |
|-----------------------------|---------------------------------|
| January 1 thru April 30 | 3 days |
| May 1 thru August 31 | 2 days |

| | |
|-----------------------------|--------|
| September 1 thru October 31 | 1 day |
| November 1 thru December 31 | 0 days |

Employees hired on or after October 1 through October 31 of their first calendar year in service may use the one Personal day to be awarded to them after two (2) months of service, but must use the day prior to the end of the calendar year. Except for employees hired on or after October 1 through October 31 of their initial calendar year of service, no employee shall be entitled to use Personal Leave until he/she has worked three (3) months for the County.

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

ARTICLE 12

VACATION TIME

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

1. New full-time employees, both provisional and permanent, shall be entitled to three (3) days, in hours, of vacation leave upon serving three (3) consecutive months and one (1) day. For each of the next nine (9) months an employee shall be entitled to one (1) day, in hours, of vacation leave for each month employed.
2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years...twelve (12) working days, in hours, per year.
3. For an employee who has served four (4) years and one (1) day up to eleven (11) years...fifteen (15) working days, in hours, per year.
4. For any employee who has served eleven (11) years and one (1) day up to nineteen (19) years...twenty (20) working days, in hours, per year.

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

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

utilized.

ARTICLE 13

SICK LEAVE

New full-time employees, both provisional and permanent, shall be entitled to three and three quarter (3 3/4 days), in hours, of Sick Leave upon serving three (3) consecutive months and one (1) day. For each of the next nine (9) months 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. It is assumed that an employee shall remain in the service of the County for the remainder of the calendar year. 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.

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. For example, a member of the bargaining unit who began County employment on October 1, 2000 would be eligible to utilize sick days on an accelerated basis beginning January 1, 2002. Prior to that time, sick days could not be utilized until earned.

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.

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REQUIRED TO SUBMIT ACCEPTABLE MEDICAL EVIDENCE

An employee who shall be absent on sick leave for five (5) or more consecutive days or as may be deemed necessary and appropriate by management shall be required to submit acceptable medical evidence substantiating the illness to the Director of the Department of Consumer Affairs or his/her designee. This certificate shall be in writing and should indicate the date of illness and the approximate date that the employee will be capable of returning to his/her duties. The certificate should be submitted or mailed on the sixth working day even though

the employee is unable to return to work that day. Upon returning, the employee must submit, at his/her own expense, a doctor's certificate advising that the employee is able to resume his/her full duties. Sick leave may be accumulated without limitation.

ACCUMULATED SICK AT RETIREMENT

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

ARTICLE 14

SICK LEAVE BUY-BACK PROGRAM

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

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

1. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.

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3. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.
4. Must be credited with at least the following number of hours of earned and unused sick leave on December 31st of the year preceding the year during which payments will be made:

8.0 hours per day

four hundred and eighty
hours (480)

5. Must have used not more than the following number of hours of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made:

8.0 hours per day

Not more than fifty-six
(56) hours

How the Program Works:

1. During January of each year, an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for the following hours of earned and unused sick leave:

8.0 hours per day

Between thirty-two (32)
and sixty-four (64) hours
(inclusive)

2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.
3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with New Jersey Department of Personnel's rules and regulations.

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ARTICLE 15

UNION LEAVE

Members of the bargaining unit may use up to a total of two (2) aggregate days for Union business leave each year. Union officers or shop stewards must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of the Division of Weights and Measures. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for union business

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

ARTICLE 16

SEVERABILITY CLAUSE

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

ARTICLE 17

PRODUCTIVITY

The PBA 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 PBA 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.

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ARTICLE 18

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 Majority Representative 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 19

USE OF COUNTY VEHICLE/TRANSPORTATION EXPENSES

A. USE OF COUNTY VEHICLE - The assignment and use of a County vehicle shall be in accordance with the provisions of the Ocean County Vehicle Assignment and Use policy as revised on May 5, 2000 or as may be supplemented from time-to-time by the Ocean County Board of Chosen Freeholders.

B. TRANSPORTATION EXPENSES - Employees authorized and required to use privately owned automobiles in work-connected activities shall be reimbursed for expenses incurred at the prevailing rate as set by the Ocean County Board of Chosen Freeholders.

Transportation expenses shall be paid on voucher which shall be submitted on a monthly basis or at such time and in such form as the Employer may require.

Any employee who uses his/her privately owned vehicle in the performance of official duties must offer proof of insurance to the County Risk Management Office before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance regulations.

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ARTICLE 20

CLOTHING ALLOWANCE

It is recognized that during the performance of certain duties an employee may come into contact with materials or substances that could damage personal clothing. In an effort to eliminate damage to personal clothing and to assist employees in maintaining a professional appearance, the County, shall pay to each eligible employee a "uniform" and "maintenance allowance" of \$700.00 per contract year. Payment shall be made as follows:

Each eligible employee shall receive payment of Four Hundred Dollars

(\$400.00) per contract year for the care and maintenance of work uniforms. This maintenance stipend shall be payable in two payments of Two Hundred Dollars (\$200.00) each, on or before June 1st and on or before December 1st of each contract year. Eligibility for this benefit shall begin on the first of the next month following completion of an employee's original working test period. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis.

The appropriate style and color of uniform shall be determined by the Director of the Department of Consumer Affairs or his/her designee.

As a condition of employment and at their own expense, employees are expected to wear and maintain OSHA approved safety shoes.

All eligible employees shall receive Three Hundred Dollars (\$300.00) to defray the cost of purchasing uniforms. Payment shall be made on or about April 1st of each contract year.

It shall be the sole responsibility of the employee to purchase, wear and maintain all uniform clothing. Failure to conform to the uniform code may result in disciplinary action.

ARTICLE 21

OVERTIME

An employee shall receive cash payment at his/her regular hourly rate of pay for all hours worked up to and including forty (40) hours in a week. Employees shall receive cash payment at the rate of time and one-half (1-1/2) for all hours worked beyond forty (40) hours in a weekly pay period.

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Compensatory time may be granted in place of cash payment for overtime hours worked if it is requested by an employee and authorized in advance by the Director of the Department of Consumer Affairs or his/her designee. Employees who work unauthorized overtime will not be credited for that time.

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

ARTICLE 22

OUT-OF-TITLE PAY

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

B. In the event a member of this bargaining unit is assigned to perform the work in a job classification higher than his/her title for one (1) or more complete work days, he/she shall be compensated based upon the minimum salary of the higher title, or the employee's regular base salary plus 10%, whichever is higher for all hours worked within the job location. Out-of-title assignment shall be rotated between all members of the bargaining unit.

ARTICLE 23

WORK PERFORMANCE

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

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ARTICLE 24

PERFORMANCE EVALUATIONS

Employees will be formally evaluated during the working test period (30, 60 and 80 days) and each year thereafter. Each employee will be given the opportunity to participate in the evaluation and to assist in the development of performance objectives.

ARTICLE 25

VISION CARE

Vision Care benefits will be afforded to all permanent and provisional full-time employees in active service in accordance with the provisions set forth in the "Guidelines for Ocean County Vision Service Plan."

ARTICLE 26

HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT BENEFITS

All full-time members covered by the Majority Representative 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 the 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 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.

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C. All employees current and future who retire on or after September 1, 2009 in order to be eligible for the lifetime health benefits upon retirement, must have served a minimum of fifteen (15) of the required twenty-five (25) years with the County.

Effective September 1, 2009, the following changes will affect all new hires:

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

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

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

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

E. When a member from this Majority Representative is granted the privilege of a leave of absence without pay for illness, health coverage will continue at the 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 responsibility of the County to pay for benefits remains limited to the original period of up to four (4) months.

ARTICLE 27

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 as provided for by the County of Ocean.

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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% |
| Prosthodontics and periodontics, inlays, caps and crowns, oral surgery (ambulatory)..... | 50% |
| Orthodontics (limited to \$800. per patient over a 5 year period)..... | 50% |

ARTICLE 28

HOURS OF WORK

The following guidelines shall apply to all hours of work. Regular hours of work for all members of the bargaining unit, unless otherwise modified, shall be eight (8) hours per day, forty (40) hours per week. The work week shall consist of five (5) consecutive days with one (1) hour unpaid meal period which may be modified to one-half (1/2) hour at the request of the employee and with the consent of the Director of Consumer Affairs. Said meal period shall be unpaid.

The Board of Chosen Freeholders or their designee may modify the regular work hours as deemed necessary and appropriate and shall notify the Majority Representative, in writing, of any permanent or temporary change in the regular hours of work.

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ARTICLE 29

JOB POSTINGS

Notice of vacancies will be posted on all appropriate bulletin boards, with a copy submitted to the Majority Representative by the Director of the Department of Consumer Affairs or his/her designee. All postings will have a copy of the job description or D.O.P. job specifications.

ARTICLE 30

SALARY

A. Effective April 1, 2009, the minimum salary for the position of Assistant Superintendent of Weights & Measures shall be \$34,000.00.

B. Effective April 1, 2009 all members of the bargaining unit shall receive a 3.25% increase applied to their March 31, 2009 base salary or the new minimum, whichever is greater.

C. Effective April 1, 2010, all members of the bargaining unit shall receive a 3.25% increase applied to their March 31, 2010 base salary or the new minimum, whichever is greater.

D. Effective April 1, 2011, all members of the bargaining unit shall receive a 3.25% increase applied to their March 31, 2011 base salary or the new minimum, whichever is greater.

ARTICLE 31

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.

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ARTICLE 32

DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 2009, 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 August, 2009.

ATTEST:

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

**Betty Vasil
Clerk of the Board**

**John C. Bartlett, Jr.
Freeholder Director**

**FOR THE OCEAN COUNTY WEIGHTS
& MEASURES ASSOCIATION**

**George F. O'Brien, Labor Relations
New Jersey State P.B.A.**

ATTEST:

**Paul J. Lucier
Negotiating Committee Member**

