

CONTRACT

BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

OCEAN COUNTY CORRECTIONS PROFESSIONALS ASSOCIATION

APRIL 1, 1993 - MARCH 31, 1996

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AGREEMENT

This Agreement, effective on the first day of April, 1993, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board" or "County" and the Ocean County Corrections Professionals Association hereinafter referred to as "Union."

ARTICLE I

PURPOSE

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

ARTICLE II

RECOGNITION OF THE UNION

The Board recognizes the Ocean County Corrections Professionals Association as the exclusive representative of all professional employees in the Department of Corrections employed by the County of Ocean with the exception of all managerial executives, confidential employees, police, supervisors within the meaning of the New Jersey Employer-Employee Relations Act, non-professional employees, employees in other negotiation units, temporary, seasonal, casual employees and all other employees employed by the County of Ocean.

ARTICLE III

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 control 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 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.

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

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 or supervisory personnel.

ARTICLE IV

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.

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 V

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 who files a grievance.

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

F. "Day" means work day.

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

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

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

2. Procedures

A. Grievances shall be processed promptly and expeditiously.

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

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

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

E. 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.

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 limit specified may, however, be extended by mutual consent of the parties.

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. Should the Administrator determine that a hearing would be advantageous to the parties it shall be scheduled within seven (7) work days after receipt of the grievance appeal from the County Employee Relations Director's decision at Step 2 of the process.

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

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

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

2. Within ten (10) work days of such notice the Union Representative shall request a list of arbitrators from the New Jersey Public Employment Relations Commission.

3. Within ten (10) work days of the receipt of such list, an arbitrator shall be selected by alternately striking names from the list; the Union Representative striking first. If the arbitrator is unable to serve, another list shall be requested and the process repeated, unless the time is extended by mutual agreement.

4. Within twenty (20) 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 shall have no power to make an award inconsistent with law and 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.

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

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

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

10. An arbitrator shall be empowered to hear only one grievance for each appointment he 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.

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 VI

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 VII

NON-DISCRIMINATION

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

ARTICLE VIII

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.
5. Should an employee be absent without leave for more than five (5) days.

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 Civil Service law and who are subsequently certified by Civil Service. In all instances, employees promoted must possess the skills, ability and

knowledge to perform the duties required by the higher rated job.

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 administration 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 IX

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 may comply in granting a holiday whenever the Governor of the State of New Jersey and 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.

ARTICLE X

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 XI

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. Abuse of the Bereavement Provision shall be cause for disciplinary action.

ARTICLE XII

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 or her immediate supervisor before Personal Leave can be taken. Personal Leave shall not be unreasonably denied. For new employees in their first calendar year of service, Personal Leave shall be granted as follows:

<u>Date of Initial Hire</u>	<u>Amount of Personal Leave</u>
January 1 thru April 30	3 days
May 1 thru August 31	2 days
September 1 thru October 31	1 day
November 1 thru December 31	0 days

Employees hired on or after October 1 through October 31 of their first calendar year in service may use the one personal day to be awarded to them after two months of service, but must use the day prior to the end of the calendar year. Except for employees hired on

or after October 1 through October 31 of their initial calendar year of service, no employee shall be entitled to use Personal Leave until he or 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 XIII

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 XIV

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.

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 \$12,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three-year period.

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

ARTICLE XV

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.

ARTICLE XVI

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 XVII

WORK RULES

The Board of Chosen Freeholders and its managerial executives 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 its managerial executives.

ARTICLE XVIII

PERFORMANCE EVALUATION

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

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

ARTICLE XIX

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 XX

HOSPITAL, SURGICAL AND MAJOR MEDICAL BENEFITS

All employees covered by this Agreement shall be permitted to enroll in a County paid health plan after the first month following three (3) months of employment.

The eligible employee may select traditional hospitalization, medical/surgical, with Major Medical insurance. There shall not be a change in this existing plan except in the case of a new plan that is equivalent or better.

In the alternative, employees may opt for coverage under any existing HMO with supplemental coverage or other such HMO plans as may be made available by the County subject to all rules, regulations, limitations or restrictions which applies to those plans.

Should the County choose to provide coverage through participation in the New Jersey Health Benefits Plan, the Union recognizes that coverage as "equivalent or better".

The eligible employee may change his/her coverage from traditional hospitalization, medical/surgical, with Major Medical insurance to any existing HMO, or vice versa, only during an announced open enrollment each year after having enrolled in the former plan for a minimum of one (1) full year.

Regardless of their selection employees are specifically ineligible for any deductible reimbursement.

When a member of this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage under articles providing for hospital, surgical, major medical and family dental plan, and family prescription plan, will continue at County expense for the balance of the month in which the leave is granted plus up to an additional three (3) months. After that time has lapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by an employee under the COBRA 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 XXI

EXTENDED HEALTH BENEFITS

The Employer will provide a traditional type of hospitalization plan, including Major Medical coverage for employees who take a P.E.R.S. or P.F.R.S. retirement after twenty-five (25) or more years of service, at least twenty (20) years of which was with the County of Ocean. Coverage will continue through the balance of the calendar year during which the P.E.R.S. or P.F.R.S. retirement becomes effective and for up to four (4) full calendar years thereafter, or until the retiree reaches the age of 65 years, whichever first occurs. For example, if an eligible employee retires in April 1993, extended coverage will continue through December 31, 1997.

The type of coverage in place at the time of retirement may not be upgraded. For example, an eligible employee who enjoys "Parent and Child(ren)" type coverage at the time of retirement may not subsequently have that coverage changed to "Family" coverage. Further, the Department of Employee Relations must be notified of any changes in individual circumstances which may permit a reduced level of coverage.

All other employee benefits with the exception of those specifically described above shall terminate upon retirement in accordance with the customary practices.

In addition to the extended health benefits described in paragraph A above, eligible retiring employees may also opt to exchange earned sick leave for a period of extended health benefits in

excess of the period set forth in paragraph A above. Coverage for this additional period of time will also be restricted to Blue Cross/Blue Shield with Major Medical coverage. The eligible employee may exchange earned sick leave for extended health benefits, at the employer's expense, in accordance with the following formula:

1. Single coverage - 12 hours per additional month
2. Parent/Child coverage - 20 hours per additional month
3. Family coverage - 24 hours per additional month

A declaration to exchange earned sick time for extended health benefits and the length of additional time of coverage shall be indicated in writing at the time the employee applies for retirement through the Department of Employee Relations and shall be irrevocable.

After this transaction has been completed, the employee may then apply to be reimbursed for remaining earned sick leave, if any, in accordance with the current provisions of this contract.

Additional terms and conditions of this benefit include the following:

1. This provision applies only to eligible employees of this bargaining unit who retire from the County of Ocean on or after April 1, 1993.

2. The Employer's obligations under this clause shall conclude when the agreed upon period of extended medical benefits has elapsed. Under no circumstances shall that period extend beyond the time that the retiree has reached the age of sixty-five (65) years.

3. In the event that a retiree dies prior to the date when the coverage is due to elapse, coverage will continue for eligible dependents until such time as the coverage would have ended had the retiree not died.

4. In the event that there is a change in health care providers, the retiree must accept the coverage then available to active employees.

5. The Department of Employee Relations must be notified of any changes in individual circumstances which may permit a reduced level of coverage.

ARTICLE XXII

FAMILY PRESCRIPTION PLAN

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a comprehensive Family Prescription Plan. Coverage for legend prescription drugs will be provided for the employee, spouse, and children to age 23 and will include contraceptives. Employees will be responsible for a \$3.00 co-payment for generic equivalent drugs and a \$6.00 co-payment for all brand name drugs (regardless of the availability of a generic substitute) per prescription.

ARTICLE XXIII

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.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

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 XXIV

WORK HOURS

The work hours for members of this bargaining unit shall be as individually designated by the Board of Chosen Freeholders and the managerial executives to whom Corrections Professionals report.

ARTICLE XXV

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 employee bulletin board that currently exists and inter-office mail facilities of the County to contact members of the bargaining unit.

ARTICLE XXVI

DUES CHECKOFF

Following the successful completion of the ninety (90) day working test period, the employer agrees to deduct from the earnings of each employee union member dues 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 Ocean County Corrections Professionals Association. A list of the names of deductees will be forwarded annually.

ARTICLE XXVII

AGENCY SHOP

The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the Ocean County Corrections Professionals Association shall pay an agency shop fee up to the maximum allowed by law based on the dues, initiation fees, and special assessments of the Union. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the Union. The Union agrees to save the employer harmless from any and all actions it takes under this Article.

ARTICLE XXVIII

HAZARDOUS DUTY STIPEND

A. Each employee of the unit who work within the Ocean County Jail shall receive the following stipend which is not part of their base salary:

1. Effective April 1, 1993 Seven Hundred and Fifty Dollars (\$750.00).

2. Effective April 1, 1994 the continuation of \$750.00 stipend.

3. Effective April 1, 1995 an increase from \$750.00 to \$1,250.00 stipend.

B. Provisional employees are not eligible for Hazardous Duty Stipend until they have achieved permanent status and completed the required civil service working test period.

ARTICLE XXIX

SALARY

A. All full-time employees of the unit shall receive the following salary increases (See Appendix A)

1. Effective April 1, 1993 a four percent (4%) increase.

2. Effective April 1, 1994 a four percent (4%) increase.

3. Effective April 1, 1995 a four and one-half (4.5%) percent increase.

B. Provisional employees who are hired prior to April 1, 1993 shall receive the four percent (4%) retroactive salary increase to April 1, 1993.

Provisional employees hired after April 1, 1993 shall first be eligible for the base salary increase of as April 1, 1994.

ARTICLE XXX

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.

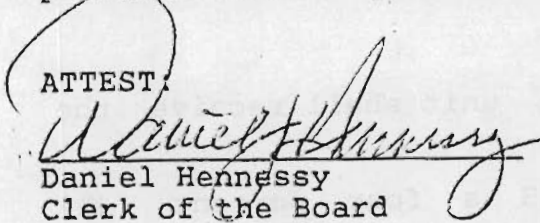
ARTICLE XXX1

DURATION

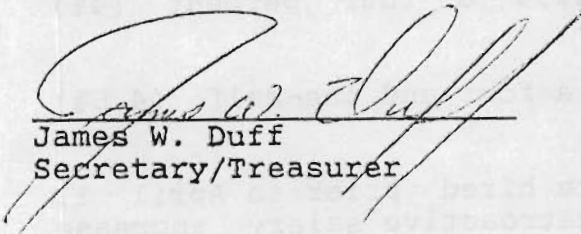
The terms and conditions set forth in this Agreement shall become effective on April 1, 1993, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 1996, or until execution of a successor Agreement.

IT WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 12th day of July, 1993.

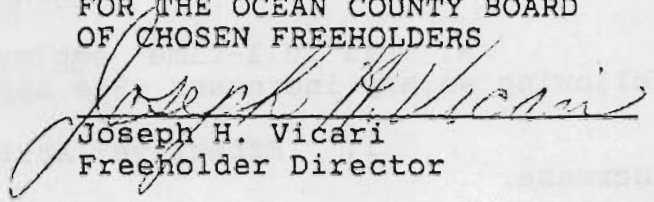
ATTEST:


Daniel Hennessy
Clerk of the Board

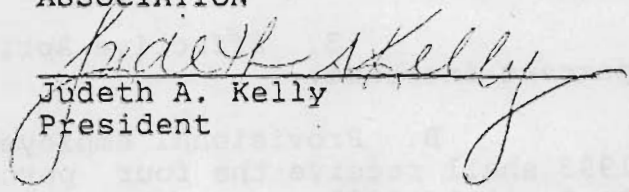
ATTEST:


James W. Duff
Secretary/Treasurer

FOR THE OCEAN COUNTY BOARD
OF CHOSEN FREEHOLDERS


Joseph H. Vicari
Freeholder Director

FOR THE OCEAN COUNTY
CORRECTIONS PROFESSIONALS
ASSOCIATION


Judith A. Kelly
President

APPENDIX A

As a result of a review of supervisory responsibility comparison to other County positions of similar duties the following employees shall receive a one-time supplemental adjustment to base effective on but prior to application of the April 1, 1993 salary increase:

A. James Duff	\$500.00
B. Allen B. Cottrell	\$500.00
C. Judeth Kelly	\$400.00
D. Nina Charlton	\$200.00
E. Sandra Bedea	\$200.00
F. Abraham Mintz	\$200.00

APPENDIX A

As a result of a review of supervisory responsibility assignments to other County positions of similar duties during the following period, employees shall receive a one-time supplemental adjustment to base effective as per prior to application of the April 1, 1993 salary increases:

A. James Daly	\$200.00
B. Allan B. Corbett	\$200.00
C. Joseph Kelly	\$200.00
D. Nina Carlson	\$200.00
E. Sandra Bedes	\$200.00
F. Abraham Mintz	\$200.00