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CONTRACT

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BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE OFFICE AND PROFESSIONAL EMPLOYEE INTERNATIONAL UNION #32

REPRESENTING

BLUE COLLAR SUPERVISORS

APRIL 1, 1998 - MARCH 31, 2002

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AGREEMENT

This Agreement, effective the first day of April, 1998, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Board", and the Office and Professional Employees International Union, Local #32, A.F. of L. - C.I.O. - C.L.C. representing Blue Collar Supervisors 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 Blue Collar Supervisors. 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, 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.

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 Union 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 Union 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 Union 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 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. "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. Grievance may only be advanced by 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. 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 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 or designee shall hold a meeting within seven (7) work days of the filing of the grievance with the grievant and the Steward or Union Representative in order that both parties discuss all the facts surrounding the grievance. The Department Head shall render a decision in writing within five (5) work days after the grievance meeting. All decisions of the Department Head will be copied to the Employee Relations Director, County Administrator and the Local Union Representative.

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

The County Administrator will submit a written answer to the grievant within seven (7) work days after the adjournment of the hearing. The hearing by the County Administrator will take place

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

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 five (5) work days of such notice the Union 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 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/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.

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. 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 of 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. 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) Union 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.

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

SENIORITY

A. Seniority lists will be compiled under each Department and posted at each work location. Seniority lists shall be kept current at each job location. Each Department Head or his/her designee and a Union Representative will work together to develop appropriate seniority lists for posting at each work location.

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

C. 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 re-hired 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.

D. 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. All Employees covered by this agreement, may be eligible for promotion within their department based upon their skill and ability to perform the work, at the discretion of the department.

E. 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.

F. 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 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

Security Department: Effective upon the execution of this Agreement, each full-time Supervising Security Guard covered by this Agreement shall enjoy as holidays January 1st, July 4th and December 25th of each year. If the Board of Chosen Freeholders designates a different date for the County celebration of these three holidays, said designation shall not apply to employees in the Security Department.

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 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

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, 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, except under 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:

<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 13

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, 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 who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the O.P.E.I.U. 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 on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this Article.

ARTICLE 15

VACATION TIME

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

1. For an employee with no more than twelve (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 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.

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 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 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 the date 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 dues 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 each 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 17

SICK LEAVE BUY-BACK PROGRAM

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

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

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

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

How the Program Works:

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

2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily 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 Civil Service rules and regulations.

ARTICLE 18

UNION LEAVE

Members of the bargaining unit may use up to a total of thirty (30) 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 any County department when it is taken. 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 Union Leave must directly pertain to the Blue Collar Supervisor employees 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 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

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 21

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 22

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 23

JOB CLASSIFICATION/OUT-OF-TITLE

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 Civil Service or County job descriptions.

B. In the event a supervisor is assigned to perform work in a job classification higher than his/her title, he/she shall be paid at the completion of the second day at the base rate for the job the supervisor is now performing when that job being performed is in a higher classification. Seniority by supervisory title within the job location shall prevail so that the most senior supervisory employee, who in the determination of the Department Head possesses the skill and ability to perform the work, will be selected for the higher classification pay. Payment will only be made in those instances where an employee works two (2) complete and consecutive days in the higher classification capacity.

C. If a Blue Collar Supervisor works out-of-title in the capacity of Acting General Road Supervisor, he/she shall be entitled to compensation for each full day in that higher capacity at the base salary of the General Road Supervisor being replaced. This assignment and out-of-title payments will continue until the beginning of the next regular work day that the General Road Supervisor temporarily being replaced resumes his normal duties. Whenever Blue Collar Supervisors are working out-of-title as Acting General Road Supervisors, they shall be ineligible for overtime or call-in pay during those periods. It is understood that the least senior Blue Collar Supervisor serving under each General Road Supervisor must accept assignments to serve out-of-title as an Acting General Road Supervisor if all Blue Collar Supervisors with greater seniority refuse that assignment.

D. Whenever a supervisor is promoted within the bargaining unit, he/she shall receive a promotional adjustment of five percent (5%) or the minimum for the higher title, whichever is greater, effective on the date of promotion.

ARTICLE 24

CLOTHING ALLOWANCE - SECURITY DEPARTMENT

Supervising Security Guards who are required by the Board as a condition of employment to wear a uniform, shall receive total compensation of Five Hundred and Five Dollars (\$505.00) per person, payable as follows:

A. Annual maintenance allowance for uniforms shall be Five Hundred and Five Dollars (\$505.00), payable in two (2) equal installments of Two Hundred and Fifty-Two Dollars and Fifty Cents (\$252.50) each on or before June 1 and on or before December 1 of each contract year. Individuals who work less than a full contract year shall receive this benefit on a pro-rated basis.

B. All Supervising Security Guards who are not required to wear uniforms or who are required to wear uniforms and fail to wear those uniforms will not be paid this allowance. Disciplinary action may be taken at the discretion of the Department Head against any supervisory employee who is required to wear a uniform and fails to do so.

C. This Article pertains to the Department of Security only. All Supervisory employees in other departments who are required to wear uniforms must continue to do so. When possible, continuity of uniform color and style will be maintained.

ARTICLE 25

BUFFER ZONE

A buffer zone of one thousand dollars (\$1,000.) shall be maintained between the particular supervisor and the highest paid subordinate supervised by that particular supervisor. This provision will not be triggered until the conclusion of a ninety (90) day waiting period during which time the highest paid subordinate has been continuously supervised by the member of this bargaining unit to receive the benefit of this clause. Upon conclusion of this ninety (90) day waiting period, the salary adjustment shall be retroactive to the first day of such service. Assistant Supervisors are not eligible for this benefit.

ARTICLE 26

NIGHT DIFFERENTIAL

Employees covered by this Agreement shall be eligible for an eight percent (8%) night differential if they work on the "B" or "C" shifts. The County and Union agree to review this benefit should conditions warrant improvement.

ARTICLE 27

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.

ARTICLE 28

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 29

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 30

HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT
BENEFITS

All permanent employees covered by this Agreement shall be permitted to enroll in health benefits two (2) months from their date of hire.

A. Effective April 1, 1994, the County of Ocean shall provide medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P. L. 1974, as amended by Chapter 436 P.L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that either increase or decrease benefits. Qualified retirees shall be provided fully paid health insurance benefits pursuant to the provisions of Chapter 88, P.L. 1974 as the same may be amended from time to time.

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

C. An eligible employee may change his/her coverage from traditional type of coverage to the P.P.O. or to an HMO, or vice versa, 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.

D. When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at County expense for the balance of the calendar month in which the leave commences plus up to three (3) additional calendar months next following the month in which the leave commences. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. plan.

E. In the case of consecutive leaves of absences without pay, it is understood and agreed that the responsibilities of the

County to pay for benefits remains limited to the original period of up to four (4) calendar months.

ARTICLE 31

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

ARTICLE 32

CALL-IN

It is understood and agreed that a Blue Collar Supervisor who leaves his/her work station and is later required to return to work from his/her home will not be paid less than four (4) hours wages

for the four (4) hour period at the applicable rate at the time of call-in, 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. For those not responding in a reasonable time, the call-in formula will not apply, but those employees will be paid straight overtime for all hours actually worked.

Blue Collar Supervisors responding to an emergency call-in situation and/or operating Ocean County emergency equipment shall be entitled to the identical meal allowance benefits enjoyed by personnel under their supervision on those occasions. This benefit shall not apply when overtime assignments are planned in advance. Under that circumstance, employees have had adequate opportunity to make provisions for meals.

ARTICLE 33

OVERTIME

Employees shall receive cash or compensatory time at the rate of time and one-half (1 1/2x) for all overtime hours worked during the year.

A. Payments for overtime shall generally be made in cash, except that each employee reserves the right to accumulate and use a maximum of nine-six (96) hours of compensatory time per contract year. Employees may accumulate more than ninety-six (96) hours per contract year only through mutual consent of the employee and Department Head.

B. Compensatory time must be used during the calendar year in which it is earned, unless the compensatory time is earned in December or if the employee, through no fault of his own, is denied the use of compensatory time in a timely manner. Under these circumstances, the compensatory time credited will carry over into the following year.

C. Under no circumstances shall overtime be accumulated in the form of compensatory time and subsequently be converted to cash payments.

D. For the purpose of over-time, each Department Head or designee and a Union Representative will work together to develop appropriate seniority lists for posting.

ARTICLE 34

HOURS OF WORK

The following regular shifts will prevail:

A. Engineering Department - 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period.

1. Overtime Rotation:

Overtime in the Engineering Department shall be assigned in accordance with the seniority list which shall set forth the names of the employees at each job location in order of their seniority.

a.) The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept the assignment. Overtime assignments will proceed down the seniority list.

b.) If an employee to whom the overtime assignment has been offered shall decline to accept that assignment, he/she will be passed and will not be offered any other overtime assignment until his/her turn is reached again.

c.) If an employee is offered an overtime assignment and is unable to perform the assignment because he/she is unqualified to do the work, he/she will be offered the next overtime assignment. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work.

d.) Overtime lists shall be kept current at each job location. Management will endeavor to equalize overtime opportunities and shall keep appropriate records of attempts to assign overtime.

- B. Vehicle Maintenance 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period.
- C. Buildings & Grounds 8:00 A.M. to 4:30 P.M., with a ½ hour unpaid meal period.
- Buildings & Grounds 4:00 P.M. to 12:00 midnight, with a ½ hour paid meal period, and two 15 minute breaks which may be taken at 11:30 P.M.
- D. Bridge Department 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period.
- E. Parks Department 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period.
- F. Road Department 7:00 A.M. to 3:30 P.M., with a ½ hour unpaid meal period.
- G. Solid Waste Management Monday - Friday - 7:00 A.M. - 3:30 P.M., with a ½ hour unpaid meal period.
- Wednesday - Sunday - 7:00 A.M. - 3:30 P.M., with a ½ hour unpaid meal period.
- Saturday - Wednesday - 7:00 A.M. - 3:30 P.M., with a ½ hour unpaid meal period.
- H. Security Department - Employees of the Security Department will have at least ten (10) working days notice prior to any scheduled change in hours, except in the case of an emergency. The parties expressly recognize that flexibility in scheduling hours is necessary due to the nature of the work being performed. The following shifts (which include a 1/2 hour unpaid meal period) may be modified as required.

"A" Shift: 8:00 A.M. to 4:30 P.M.

"B" Shift: 3:30 P.M. to Midnight

"C" Shift: 4:00 P.M. to 12:30 A.M.

"D" Shift: 11:30 P.M. to 8:00 A.M.

"E" Shift: 1:00 P.M. to 9:30 P.M.

I. All shifts, with the exception of the Buildings & Grounds night shift and all Security shifts, shall also have one (1) 15 minute wash-up period.

K. Between Memorial Day and Labor Day, variant scheduling may be approved in the Solid Waste Department and the Road Department by the Department Head/designee. A variant schedule must be a regular schedule that does not vary from week to week. Time worked in excess of eight (8) hours per day while on variant scheduling is considered part of the regular work schedule and is never compensated at overtime pay rates.

ARTICLE 35

SPECIAL ASSIGNMENT PAY

Special Assignment Pay shall be provided to members of this bargaining unit assigned to the Ocean County Jail. Eligible employees shall receive additional compensation of \$1,250.00 per annum, pro-rated for the number of hours actually worked in that facility. Additionally, effective November 19, 1992, employees who are permanently assigned to the Juvenile Detention Center will be eligible for additional compensation of \$1,250.00 per annum.

A special assignment stipend of \$1,000. per annum shall be paid to each member of the bargaining unit designated by his/her Department Head to perform underwater inspections as well as the Captain of the vessel Benjamin H. Mabie. The stipend shall be payable in equal installments with each paycheck throughout the contract year so long as the employee is available, willing and able to perform these services.

ARTICLE 36

JOB POSTINGS

A. Notice of vacancies will be posted on all appropriate bulletin boards, with a copy submitted to the Shop Steward of the Union by the Department Head or his/her designee. All postings will have a copy of the job description or D.O.P. job specifications.

B. In the event a candidate is out on authorized leave, a Shop Steward may apply for a position on his/her behalf, however, the candidate must re-apply within five (5) days of his/her return to work.

C. All postings must be presented to Shop Steward prior to posting.

D. All vacancies shall be duly posted and all bids considered.

ARTICLE 37

SALARY

A. Effective April 1, 1998, the minimum salary for Blue Collar Assistant Supervisors covered by this collective bargaining agreement shall be \$27,000.

B. Effective April 1, 1998, the minimum salary for Blue Collar Supervisors covered by this collective bargaining agreement shall be \$30,000.

C. Effective April 1, 1998, employees in the bargaining unit shall receive an increase in base salary of \$1,400. or the minimum salary, applied to their March 31, 1998 base salary, whichever is greater.

D. Effective April 1, 1999, employees in the bargaining unit shall receive an increase in base salary of \$1,400. applied to their March 31, 1999 base salary.

E. Effective April 1, 2000, employees in the bargaining unit shall receive an increase in base salary of \$1,500. applied to their March 31, 2000 base salary.

F. Effective April 1, 2001, employees in the bargaining unit shall receive an increase in base salary of \$1,500. applied to their March 31, 2001 base salary.

ARTICLE 38

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.

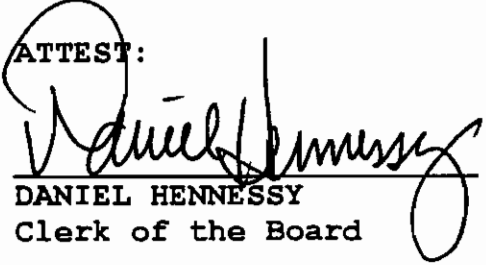
ARTICLE 39

DURATION

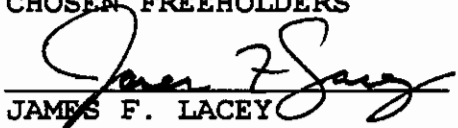
The terms and conditions set forth in this Agreement shall become effective on April 1, 1998, except for those Articles which contain specific dates to the contrary, and shall continue in full force and effect until March 31, 2002, or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 31st day of August, 1998.

ATTEST:


DANIEL HENNESSY
Clerk of the Board

FOR THE OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS


JAMES F. LACEY
Freeholder Director

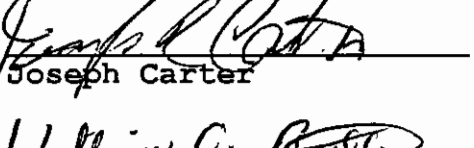
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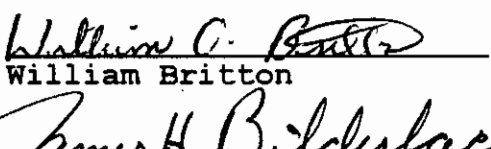
FOR THE O.P.E.I.U., LOCAL #32

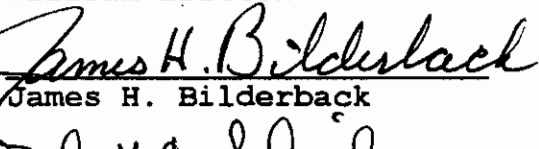

PATRICK J. TULLY
Business Manager

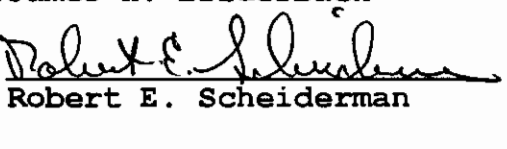

Sarah Menke


Joseph Cranmer


Joseph Carter


William Britton


James H. Bilderback


Robert E. Scheiderman