

**AGREEMENT**

**BETWEEN**

**OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES**

**INTERNATIONAL UNION LOCAL 32,**

**A.F. OF L. - C.I.O. - C.L.C.**

**REPRESENTING**

**JUVENILE DETENTION CENTER EMPLOYEES**

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**April 1, 1998 - March 31, 2001**

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AGREEMENT

This Agreement, effective April 1, 1998, has been negotiated between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Employer," and the Office and Professional Employees International Union, Local #32, A.F. of L. - C.I.O. - C.L.C., representing Ocean County Juvenile Detention Center employees, hereinafter referred to as "Union."

Whereas, the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing,

Now, therefore, it is mutually agreed as follows:

ARTICLE 1

RECOGNITION

The Employer hereby 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 full-time and permanent part-time personnel employed as Juvenile Detention Officer, Juvenile Detention Officer/Youth Aide and Sr. Juvenile Detention Officer/Sr. Youth Aide, but excluding the Director, managerial executives, supervisory personnel, confidentials, policy officers, craft employees, teachers, social workers, investigators, T/120s and personnel in other bargaining units.

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the negotiating unit as above defined, and references to male employees shall include female employees. Use of the word "Employer" shall refer to the Ocean County Board of Chosen Freeholders.

ARTICLE 2

MANAGEMENT RIGHTS

A. The Employer retains and reserves all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States of America.

B. All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, the Rules and Regulations of the Department of Personnel and the Rules and Regulations as outlined in NJAC:10A, Chapter 32 Manual of Standards for Juvenile Detention facilities.

C. The Employer retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and the Rules and Regulations of the Department of Personnel, governing the conduct and activities of employees and which are consistent with the express provisions of this Agreement.

D. The Employer specifically has the right to install a time clock in the facility and to establish rules and regulations concerning its use.

### ARTICLE 3

#### NO STRIKE

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

B. During the term of this Agreement, the employees and the Union agree not to institute or engage in or support any strike, work stoppage, slowdown or other similar action by employees covered by this Agreement. No lockout of employees shall be instituted or supported by the County during the term of this Agreement.

### ARTICLE 4

#### WORK PERFORMANCE

All employees covered by this Agreement will perform all duties according to their job descriptions and all duties assigned by their supervisor. Employee work rules, personnel regulations and other regulations are recognized as the authority of the Employer. The Employer may adopt work rules for the efficient, orderly and timely operation of assignments by members of this Agreement with proper notification to the members of this Agreement. Proper notification shall be the posting of any new work rule two (2) weeks before the implementation of same. Standards of work shall be consistent with the State Manual of Standards.

### ARTICLE 5

#### PERFORMANCE EVALUATION

The Employer has established a Service Rating/Performance Evaluation Manual which sets forth the procedures and policies by which the job performance of employees will be evaluated. The employee will be provided with a copy of his/her performance evaluation in a timely manner (optimally 72 hours or less).

Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact the appropriate supervisor for an appointment for such discussion and shall have the right to have one (1) Union Representative present at said discussion.

## ARTICLE 6

### NON-DISCRIMINATION

The parties agree that no employee shall be discriminated against because of sex, race, creed, disability, color or because of his/her political or religious opinions or affiliations in compliance with all State, Federal and New Jersey Department of Personnel statutes.

## ARTICLE 7

### WORK HOURS

A. The hours of work for employees in this bargaining unit shall be scheduled at the discretion of the Employer. The normal work week of the employees in this unit will be scheduled on a seven (7) day basis of forty (40) hours per week. Scheduling shall occur at the discretion of the Employer from Thursday to Wednesday.

B. The parties recognize the responsibility of the Employer to assign staff on an as needed basis, to deal with the caseload and mission of the Agency. Decisions regarding scheduling and work hours in accordance with the management rights clause of this Agreement are at the sole discretion of the Employer. Such decisions are final and binding.

C. The Employer or its agent will post any schedule changes at least two (2) weeks before the change is to be implemented and copies of said schedule change shall be sent to the bargaining agent and the Employee Relations Director.

D. Annually during the month of November, employees in this bargaining unit will be given the opportunity, on the basis of seniority to bid for the shift assignment of their preference; provided that the resulting pattern of assignments satisfies all State guidelines. The bargaining unit understands and accepts the need of the Employer to have at least one female assigned to every shift at all times. To this end, the Employer may have to hold certain shifts open for female officers and bypass the normal shift bidding by the seniority provision. Every effort should be made to follow the shift bidding procedure when possible. Seniority bidding will also be used to fill shift openings that occur during the year. If there are no bids on particular shift assignments, then management may assign personnel from the unit to the shift in

question at its discretion. The Employer will maintain an up to date seniority list and will provide a copy to the bargaining unit.

E. The work day for employees shall be eight (8) hours inclusive of a thirty (30) minute meal period.

F. The work day shall be broken into three (3) consecutive work shifts and two (2) supplemental shifts, as follows:

- a. 8:00 a.m. to 4:00 p.m.
- b. 4:00 p.m. to 12:00 midnight
- c. 12:00 midnight to 8:00 a.m.

Supplemental shifts:

- d. 7:00 a.m. to 3:00 p.m.
- e. 2:00 p.m. to 10:00 p.m.

#### ARTICLE 8

##### SAFE CONDITIONS

Whenever an employee observes a condition which represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation to the Director, who will conduct a prompt investigation.

#### ARTICLE 9

##### SENIORITY

A. All employees are to be notified of a job opening or vacancy prior to filling a 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 an 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.

C. The Employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by the Department of Personnel, and who are subsequently certified by the New Jersey Department of Personnel. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job as determined by the Employee Relations Director.

D. If there are two (2) or more employees with equal skill and ability to perform the work at the discretion of the Employer, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the Employer shall promote the employee which it deems next eligible, as determined by the Employee Relations Director.

E. Vacations - Whenever more than one (1) employee recognized by this Agreement requests vacation at a job location at any particular time, the Employer shall endeavor to honor all vacations as requested. However, when vacation cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation during a period of work for his/her department. Peak periods will be designated by the administration each year.

#### ARTICLE 10

#### SICK LEAVE

A. Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in the first year of service, commencing on the first month or major portion thereof from day of hire. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, Sick Leave during the first three (3) months of employment. Employees who are not retained at the conclusion of the three (3) month period shall not be entitled to any leave accumulated during that time. If separation occurs before the end of the year, and more Sick Leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick Leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation, shall not be chargeable to Sick Leave.

B. Sick Leave may be used as credited even though it has not technically been earned, provided that the employee has worked



for the Board in good standing and without any pattern of leave abuse for a period of one (1) full calendar year after the calendar year in which employment began, subject to proper notification. For example, a Juvenile Detention Officer who began County employment on October 1, 1998 would be eligible to utilize Sick Leave on an accelerated basis beginning on January 1, 2000. Prior to that time, Sick Leave may not be utilized until earned.

C. Employees in this bargaining unit are eligible for coverage under the County's Reimbursement for Sick Days at Retirement Policy. This policy provides for the reimbursement of unused sick days at retirement on the basis of one-half pay for each earned and unused sick day to a maximum of \$12,000 (Twelve Thousand Dollars).

Effective upon the execution of this contract, the maximum reimbursement is increased to \$15,000 (Fifteen Thousand Dollars).

Employees are responsible for following all of the conditions and controls of this policy and all forms pertinent to the policy must be filled out and submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three (3) year period.

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

#### ARTICLE 11

##### 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 31, 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 must 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 eighty percent (80%) of the daily base 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 of each year.

3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with New Jersey Department of Personnel rules and regulations.

ARTICLE 12

UNION RIGHTS

A. The Employer shall permit representatives of the Union to transact official business on work areas provided that this shall not interfere with or interrupt normal work operations.

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

C. Whenever any representative of the Union or an employee is mutually scheduled by the parties during working hours to participate in negotiations, grievance proceedings, conference or meetings, such employees shall suffer no loss in pay or benefits and shall not be required to make up time missed on an hour-for-hour basis.

D. Employees may use up to a total of fourteen (14) aggregate days for Union business leave each year. The Union must request utilization of the leave to the Director of Employee Relations at least forty-eight (48) hours before it is taken, such leave shall not impede the operation of any County department.

E. The Employer shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union, participation in activities of the Union, collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement.

F. An employee shall have the right, upon request, to review the contents of his/her personnel file. The employee shall have the right to have photocopies made at his/her expense. The employee shall be entitled to have a Union Representative accompany him/her during such review. The Employer agrees that it shall not establish any separate personnel file which is not available for the employee's inspection.

G. Employees may enjoy the privilege of a Leave of Absence for Family Leave in accordance with State Statutes, the prevailing New Jersey Department of Personnel Rules & Regulations, and Board policy.

H. At the discretion of the Director, which shall not be unreasonably withheld, the Employer may reimburse employees for cost of any clothing and/or personal property damaged or destroyed as a result of an assault on either the employee or his personal property suffered while acting in the discharge and performance of his duties.

### ARTICLE 13

#### 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 14

#### TRAVEL EXPENSE

All employees who have approval to use their personal vehicles for County business, shall be reimbursed at the prevailing rate per mile, plus tolls, if any should apply. All employees will report their mileage on the appropriate form and will use the appropriate voucher as specified by the County.

This reimbursement shall apply to those employees who meet the minimum acceptable driving requirements as set forth in County Policy IRM 009A 84 Vehicle Operator Driving Requirements. Employees who do not meet these requirements shall not drive. All such employees must offer proof of insurance to the County Department of Insurance and Risk Management before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance regulations.

ARTICLE 15

EMPLOYEE MANUALS

Personnel Handbooks and Policy and Procedural Manuals have been prepared and distributed by the Employer.

ARTICLE 16

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:

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

Each full-time employee 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 members of this bargaining unit.

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

In addition, employees required to work on Easter Sunday shall be compensated at the rate of time and one-half (1 1/2x) for all hours worked.

The County will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders both take official action to declare an extra holiday.

ARTICLE 17

DUES CHECK-OFF

Following the successful completion of the first ninety (90) days of employment, the Employer agrees to deduct from the earnings of each employee Union member dues, initiation fees and special assessments when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the County against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction

authorization cards submitted by the Union to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union, Local #32. A list of the names of deductees will be forwarded annually.

#### ARTICLE 18

##### AGENCY SHOP

The parties agree that for the term of this Agreement in accordance with New Jersey Statutes, any employee in a title covered by this Agreement on the effective date of this Agreement who is not a member of the Union shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of employees affected 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 19

##### BEREAVEMENT LEAVE

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

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employing authority 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 days from the date of death, unless there are mitigating circumstances. Abuse of the bereavement provision shall be cause for disciplinary action.

## ARTICLE 20

### VACATION TIME

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

1. For an employee with no more than twelve months of service...one (1) day for each calendar month employed.

2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years...twelve (12) working days per year.

3. For an employee who has served four (4) years and one (1) day up to eleven (11) years...fifteen (15) working days per year.

4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years...twenty (20) working days per year.

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

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

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

## ARTICLE 21

### DISCIPLINE

A. All discipline of employees of the Shelter shall be in conformance with the following progressive discipline contained below:

1. Oral Warning
2. Reprimand
3. Suspension
4. Dismissal

B. Nothing shall prevent the County Administration from suspension of any individual in any severe case as might arise. In any case, dismissal shall be in conformance with applicable New Jersey Department of Personnel Rules and Regulations.

C. The recommendation for any suspension or dismissal by the Superintendent shall in all cases be in writing and be confirmed by the Director of Employee Relations.

D. In all cases of suspension of more than five (5) days, the affected employee shall have notice of the charges by the Superintendent and be afforded the opportunity to be represented by the Union and Counsel at a hearing before the Employee Relations Director or his designee.

E. All disciplinary action will be taken for reasonable cause which must be justified upon examination by the Director of Employee Relations and the County Administrator.

ARTICLE 22

SEVERABILITY

If any provision of this Agreement or any application of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The County and Union shall negotiate the impact of such change.

ARTICLE 23

PERSONAL DAYS

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

<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/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 24

##### GRIEVANCE PROCEDURE

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.

C. Formal grievances, appeals, communications and decisions concerning formal grievances shall be in writing.

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

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

F. Grievances may only be advanced to Step 2 or higher by Union officers or Shop Stewards.

G. 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.

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

I. 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.

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

K. 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 who is an employee of the Board throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

L. The Union and the Employee Relations Department may mutually waive the first step.

PROCESSING - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits at Step One shall begin with the day of the event giving rise to the grievance or the day the Union or grievant should have become aware of the problem, whichever is later.

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.

STEP 2 - If the grievance 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.

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.

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.

1. Within twenty (20) days of the decision of the County Administrator, the Union may request arbitration of the grievant's continued disagreement with the County Administrator.

2. Within five (5) days of such notice, the Union shall request a list of arbitrators from the Public Employment Relations Commission (P.E.R.C.).

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

4. Within twenty (20) 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 he/she shall have no power to entertain grievances that constitute violations of this Agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.

7. The arbitrator shall not have the power to make an award or in any matter which is not within the Board's power to implement, including monetary awards which require appropriation from governmental agencies other than the Board of Chosen Freeholders.

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

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

10. An arbitrator shall be empowered to hear only one grievance for each appointment he/she receives; provided, however, that in the event there is more than one grievance presented and the grievances arise out of the same set of facts or involve the same materially and substantially identical issues, a single arbitrator shall be empowered to adjudicate all such grievances. It is expressly understood and agreed that the grievance procedure shall be the sole and exclusive remedy for all grievances which are arbitrable under this Agreement.

#### ARTICLE 25

##### OUT-OF-TITLE PAY

In the event an employee is assigned to perform work in a job classification higher than his/her regular title for one or more complete work days, he/she shall be compensated at the rate of \$1.00 per hour (\$8.00 per day) higher than his/her regular base wage for all complete work days in the higher classification, regardless of which title is being temporarily filled.

#### ARTICLE 26

##### 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 27

##### COLLEGE CREDIT

The Employer agrees to pay each employee covered by this Agreement, in addition to his annual salary, an educational incentive, payable annually on July 1 of each year on the following basis:

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

B. For a Bachelor's Degree or one hundred and twenty-four (124) college credits, Six Hundred Dollars (\$600.00).

C. For a Master's Degree, Eight Hundred Dollars (\$800.00).

Successful completion of the degree shall be evidenced by submission of any of the following documents:

1. A copy of the actual degree.
2. A copy of the employee's transcript, indicating that a degree has been awarded, accompanied by a letter from the institution certifying the awarding of the degree.
3. Any certified institutional document that evidences the awarding of the degree. The employee must notify the County within sixty (60) days of the attainment and awarding of the degree. If the employee fails to notify the County within sixty (60) days of receiving the degree, then the employee will not receive the benefit added to his/her salary until sixty (60) days after the employee notified the Director of the receipt of the degree.

#### Tuition Reimbursement

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

### ARTICLE 28

#### PROMOTIONAL REMUNERATION

An employee covered by this Agreement who receives a promotion to Sr. Juvenile Detention Officer/Sr. Youth Aide shall receive an increase of \$1,500. or the established minimum salary for the position, whichever is greater, effective on the date of promotion.

### ARTICLE 29

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

All members covered by this bargaining unit and working thirty-two and one-half (32.5) hours or more shall be permitted to enroll in health benefits two (2) months from their date of hire.

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

benchmark threshold. Qualified retirees shall be provided health insurance benefits in a manner consistent to those afforded to active employees, 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 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) months.

### ARTICLE 30

#### FAMILY DENTAL PLAN

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

The Family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic services as described below.

If the patient utilizes a participating dentist the percentage of coverage indicated next to each class of dental care will prevail:

Preventive and diagnostic (x-rays, cleaning, check-up, etc.) . . . . .	100%
Treatment and therapy (Fillings) . . . . .	80%
Prosthodontics and periodontics, inlays, caps and crowns, oral surgery (ambulatory) . . . . .	50%
Orthodontics (limited to \$800. per patient over a 5 year period) . . . . .	50%

ARTICLE 31

OVERTIME

A. Employees are scheduled to work eight (8) hours per day and forty (40) hours per week in a seven (7) day week schedule. Any employee scheduled by a supervisor to work in excess of eight (8) consecutive hours in a day or forty (40) hours in a work week shall be eligible for overtime compensation at the rate of one and one-half times (1 1/2x) his/her regular hourly salary. The employee's regular hourly salary shall be computed by the division of 2,080 hours per year into his/her annual base salary.

B. Any employee who leaves his/her work station and is required to return to work from his/her home shall be compensated with a guaranteed four (4) hours work. No employee will be paid less than four (4) hours wages for the four (4) hour period at the applicable rate at the time of call-in.

C. With prior approval of the Department Head, the employee may receive compensation time at the applicable rate at the time of call-in. An overtime rotation list shall be maintained based upon seniority and within the guidelines set forth within policy 6.4 of the policy and procedural manual. 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. 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 obligated 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.

ARTICLE 32

UNIFORMS

A. Members in this bargaining unit shall receive the sum of Four Hundred and Fifty Dollars (\$450.00) per annum to purchase his/her own uniform. Said monies will be disbursed on or about June 1st. Uniform requirements will be specified in the Department Policy and Procedure Manual.

B. Members in this bargaining unit shall receive the sum of Four Hundred and Fifty Dollars (\$450.00) per annum for uniform maintenance. Payment shall be made in the amount of Two Hundred and Twenty-Five Dollars (\$225.00) on or about June 1st, and in the amount of Two Hundred Twenty-Five Dollars (\$225.00) on or about December 1st.

C. All employees in this bargaining unit shall maintain and wear the proper uniform as required by the Department Policy and Procedural Manual.

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

ARTICLE 33

TRAINING

The parties recognize that as a condition of employment, pursuant to both the Police Training Act and Department of Personnel regulations, Juvenile Detention Officers will be subject to mandatory training. During these training periods, job location will temporarily shift to the designated training facility. Transportation, if necessary, will be provided by the Department.

ARTICLE 34

FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this Agreement.

ARTICLE 35

SALARY

A. Effective April 1, 1998, the minimum salary for Juvenile Detention Officer and Juvenile Detention Officer/Youth Aide shall be \$20,500.

B. The minimum salary for Senior Juvenile Detention Officer and Senior Juvenile Detention Officer/Senior Youth Aide shall be \$25,000.

C. Effective April 1, 1998, employees in the bargaining unit shall receive a 3.5% increase or One Thousand Dollars (\$1,000.) to their March 31, 1998 base salary or the new minimum, whichever is greatest.

D. Effective April 1, 1999, the minimum salary for Juvenile Detention Officer and Juvenile Detention Officer/Youth Aide shall be \$21,000.

E. Effective April 1, 1999, employees in the bargaining unit shall receive a 4.0% increase or One Thousand Dollars (\$1,000.) applied to their March 31, 1999 base salary, whichever is greater.

F. Effective April 1, 2000, employees in the bargaining unit shall receive a 4.0% increase or One Thousand Dollars (\$1,000.) applied to their March 31, 2000 base salary, whichever is greater.

ARTICLE 36

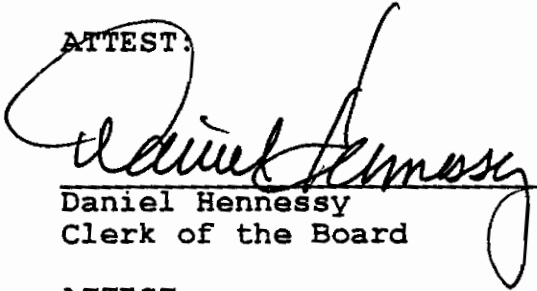
DURATION

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, 2001, or until execution of a successor Agreement.

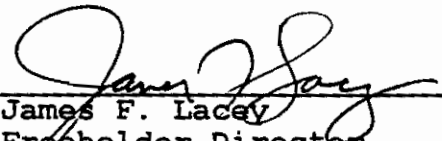


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 7 day of May, 1998.

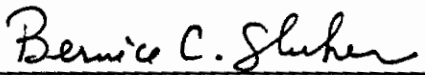
ATTEST:

  
Daniel Hennessy  
Clerk of the Board

FOR THE OCEAN COUNTY BOARD  
OF CHOSEN FREEHOLDERS

  
James F. Lacey  
Freeholder Director

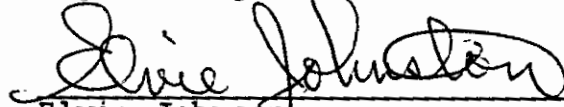
ATTEST:


  
Bernice C. Shuber

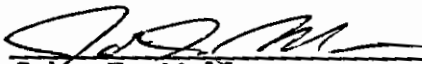
FOR THE OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION  
LOCAL #32

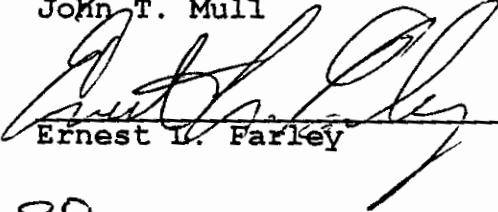
  
Patrick J. Tully  
Business Manager

Negotiating Team:

  
Elvie Johnson

  
Paul Smagula

  
John T. Mull

  
Ernest L. Farley

5-7-98  
Date