

AGREEMENT

BETWEEN

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

COMMUNICATIONS WORKERS OF AMERICA

REPRESENTING

BLUE COLLAR EMPLOYEES

APRIL 1, 2023 - MARCH 31, 2027

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AGREEMENT

This collective bargaining Agreement, executed this 6th day of September, 2023 between the Board of Commissioners of the County of Ocean, State of New Jersey, a public employer with its main office at 101 Hooper Avenue, Toms River, New Jersey, hereinafter referred to as the "Board" and the Communications Workers of America, comprised of Ocean County Blue Collar employees, hereinafter referred to as the "Union". Wherever the terms "Blue Collar" or "Blue Collar employees" are used in this Agreement, both designations shall be interchangeable and have the same meaning and effect.

ARTICLE 1 **PURPOSE**

The purpose of this Agreement is to set forth herein negotiable terms and conditions of employment to be observed between the Board and Union during the period April 1, 2023 through March 31, 2027 or until negotiation of a successor Agreement.

ARTICLE 2 **RECOGNITION OF UNION**

The Board recognizes the Communications Workers of America, as the exclusive representative of all Blue Collar employees including full-time, permanent part-time and intermittents, as set forth in the certification of the elections held by the Public Employment Relations Commission as amended by subsequent agreement and law. 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 those statutes. Pursuant to State law, the Board has granted an Agency Shop. Covered titles are listed in Appendix A.

ARTICLE 3 **UNION RIGHTS**

1. Access to Premises - Union representatives shall be admitted to County premises on Union business. Requests for such visits shall be directed with reasonable advance notice to the Employee Relations Director and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Provided such requests are approved, the representative shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks or after completion of the work shift.

The above is not intended to restrict Union representatives from exercising their ordinary right as citizens as regards access to the public premises of the County.

2. Bulletin Boards - The Union will have access to bulletin boards in work areas where Blue Collar employees are employed. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship with the Blue Collar employees on these bulletin boards. Copies of information to be posted on the bulletin boards will be forwarded to the office of the Employee Relations Director.
3. Union Leave - Members of the bargaining unit may use up to a total of sixty (60) aggregate days for union business each contract year, forty (40) paid and twenty (20) unpaid. Up to ten (10) unused "paid" Union Leave days may be carried into the succeeding contract year. Union Leave will be granted to individuals authorized by the President or designee to the Director of Employee Relations at least forty-eight (48) hours before it is to commence and, when taken, such leave shall not impede the operation of any County Department. Use of paid Union Leave must directly pertain to Blue Collar employees represented by this contract, union training or union conferences. Joint County/Union discussions, authorized by the Director of Employee Relations, about matters of mutual concern shall not be applied against this benefit.

In accordance with Civil Service Provisions, members of the bargaining unit elected or appointed to a full time positions in the union will be granted a leave of absence without pay and without any medical/prescription, dental, and/or vision coverage, for the term of office, not to exceed six years. Such employee will continue to accumulate seniority during such leave of absence in accordance with Civil Service provisions.

4. Dues Checkoff
 - a. The Employer agrees to make deductions of monthly Union membership dues each payroll period from the pay of an employee who has signed a dues deduction authorization card. Such deductions shall begin as soon as possible after receipt of the authorization card by the Department of Finance in accordance with the Employer's normal payroll procedures.
 - b. The amount of dues to be deducted will be certified to the Employer by the Secretary-Treasurer of the Union. The amount of dues shall be changed as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.
 - c. The parties recognize and shall be guided by the terms of the Workplace

Democracy enhancement Act as set forth in N.J.S.A. 34:13A-5.11

d. The Employer agrees to remit such deductions to the Union prior to the 10th of the month following the month for which such deduction is made together with a list of employees from whose pay such deductions were made. However, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith. Remittance shall be sent to the Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, D.C. 20001-2797.

5. Reports - To ensure compliance with the WDEA, the County shall provide to the union a monthly listing of all new employees whose titles fall within the bargaining unit. The listing shall include, to the extent permitted by law: employee's name, job title, department/location, date of hire, salary, home address, phone number, personal emails, and work emails. This information shall be provided in an excel format by the 10th of each month.

Every 120 days beginning on January 1st, to the extent permitted by law, the County shall provide the Union, in Excel file/format, the following information for all bargaining unit employees: employee's name, job title, department/location, date of hire, salary, home address, phone number, personal emails, and work emails

6. Labor/Management Meetings - The County and the Union agree to meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiation meetings but rather are intended as a means of continuing good and sound employee relations through communications. Either party may request a meeting, to be mutually scheduled. Either party shall give the other the topics to be discussed, in order to have a productive meeting. Topics may include matters of productivity, work rules, efficiencies, as an example, but not an exclusive list.

ARTICLE 4 **LEGAL AID**

The Employer shall provide legal aid to all personnel covered by this Agreement as provided for in an Ocean County Resolution adopted by the Board of Commissioners on July 7, 1982; Indemnification of Employees.

ARTICLE 5

MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the Laws and Constitution of the State of New Jersey and the United States of America; except as may be specifically modified by this Agreement. These rights will include, but not be limited to, full operation efficiency and productivity in the direction of the work force. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing statutes, are hereby reserved by the Board as its management prerogatives and rights.

ARTICLE 6

NON-DISCRIMINATION

No employee will be discriminated against because of race, creed, color, religion, sex, sexual orientation, disability, union affiliation or age. No employee, because of sex, shall be denied or discriminated against in the employment of any job position within the bargaining unit or our Agreement. No title shall be created to evade the employment of an individual because of sex in an existing job title and no discrimination in promotional opportunities shall be denied an individual because of sex.

The work environment should be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate and will not be tolerated.

ARTICLE 7

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 only may be submitted to binding arbitration as a final step in the procedure.
- B. All other allegations that there has been a violation, a 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 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 Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent any employee before the Merit System Board. The Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

When an individual grievant initiates a contractual grievance, such grievance shall only be processed through Union representation.

- D. A "grievant" is an employee who files a grievance.
- E. "Representative" is a person or agent designated to represent either party in this procedure.
- F. "Day" means a 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 that directly involves two (2) or more people.
- I. "Union grievance" is a formal grievance filed on behalf of one or more employees by the Union or on site shop steward.

2. Procedures

- 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 and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. A grievant shall be permitted a representative at all levels of the procedure. Witnesses can be presented, (as determined by the hearing officer) provided requests for such are filed two (2) days prior to the hearing/meeting.
- F. Any designated Union Representative/Steward, whether he/she is on the County payroll or not, has the right to represent the grievant in any step of

the grievance procedures.

- G. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Board.
- H. Failure by the Board to issue a decision within the specified time limit shall render the grievance advanced to the next level.
- I. Grievances may only be formally advanced beyond Step 1 by the Union through a Shop Steward, Union Officer or Union Representative.
- J. The Union and Director of Employee Relations may waive Step 1 by mutual agreement.
- K. Time Limit - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

3. Processing

- A. Informal Step - Grievances shall be presented by the Steward or Union Representative to the immediate supervisor prior to submission to Step 1. The purpose for this step is to resolve problems through informal discussion at the lowest level possible.
- B. Step 1 - The Department Head or designee shall mutually schedule a hearing/meeting within seven (7) 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 grievant must file the written grievance within fifteen (15) working days of the occurrence of the grievance.

The Department Head shall render a decision in writing within seven (7) days after the grievance meeting. All decisions of the Department Head will be copied to the Employee Relations Department and the local Union Representative.

- C. Step 2 - If the Union is dissatisfied with the answer submitted by the employee's Department Head at Step 1, then the Union Representative may appeal the Department Head's written answer within seven (7) days after receipt of the answer at Step 1. Documentation should be forwarded with the grievance at the time of appeal to the Employee Relations Director.

The Employee Relations Director or his/her designee shall review the grievance appeal and investigate the facts. He/she may request a meeting of the parties to clarify issues. He/she shall submit a written answer to the grievant within seven (7) days of the submission of the grievance to Step 2.

- D. Step 3 - If the Union is dissatisfied with the answer submitted by the Employee Relations Director at Step 2, the Union Representative may appeal the answer of the Employee Relations Director within seven (7) days after receipt of the written answer at Step 2.

The County Administrator or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the grievant within seven (7) days of the submission of the grievance to Step 3.

- E. Step 4 - If the Union is still dissatisfied with the answer received from the County Administrator and the grievance is a matter of alleged contract violation, then the grievance may be submitted to arbitration.

1. Within thirty (30) days of the decision at Step 3 the Union shall request a list of arbitrators from the N.J. Public Employment Relations Commission.
2. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
3. The arbitrator shall have no power to add to, subtract from or alter the language of this Agreement. He/she shall have no power to make an award inconsistent with law and he/she shall have no power to entertain grievances that do not constitute violations of this Agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.
4. The arbitrator shall 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 Commissioners.
5. The arbitrator's decision shall be binding on all parties on matters regarding violations of the contract, except that if his/her decision requires Legislative action, such decisions shall be effective only if legislation is enacted.
6. The cost of the services of the arbitrator shall be shared equally by the parties.

4. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Board's agencies.
3. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union will distribute the forms as required.
4. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
5. 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/Steward 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.
6. The parties agree that grievance meetings/hearings for employees working the "B" or "C" shifts, will be scheduled no sooner than five (5) hours following the conclusion of the employee's scheduled shift. This provision may be waived by mutual consent.

ARTICLE 8 **DISCIPLINE**

- A. It is the responsibility of the immediate supervisor to enforce discipline when necessary and to ensure the employee is informed when infractions occur. The County adheres to the principle of progressive discipline (i.e., personal interview, written reprimand, suspension and dismissal) but the parties recognize the employer's right to bypass one or more of the preliminary steps in more egregious cases.
- B. No employee shall be disciplined without just cause.
- C. If an employee is summoned to a meeting which he/she reasonably believes could lead to disciplinary action, he/she shall have the right to have a Steward or Union Representative present.

- D. Copies of minor discipline will be provided to the Shop Steward upon request. Major discipline involving suspension or removal shall be copied to the Union Office. Where feasible, email or fax shall suffice.
- E. Minor discipline, as defined by Civil Service, may be grieved under the procedures in this Agreement, however an arbitrator's decision concerning minor discipline shall be advisory in nature and not binding on the parties. The advisory arbitration step can only be waived by mutual agreement. The loser shall pay the full cost of the arbitrator. Major discipline may be appealed through Civil Service Commission procedures.

ARTICLE 9

JOB CLASSIFICATIONS

- A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth in his/her applicable classification under the New Jersey Civil Service Commission's job description.
- B. An employee's permanent applicable job classification shall not include a combination of the New Jersey Civil Service Commission's job descriptions.
- C. If an employee is assigned to perform work in a job classification higher than his/her regular title for one (1) or more complete work days, he/she shall be compensated at the rate of \$2.00 per hour (\$16.00 per day) higher than his/her regular base wage for all complete work days, regardless of which title is being temporarily filled. Effective April 1, 2024, this rate shall increase to \$3.00 per hour (\$24.00 per day).
- D. If an employee is required to work in a job classification lower than his/her regular job classification, he/she shall receive his/her regular rate of pay.

ARTICLE 10

SENIORITY

- A. Seniority, which is defined as continuous unbroken service with the Employer, commencing with the date of hire as a permanent employee, will be given the major consideration by the Employer, with respect to promotions; however, service will be considered broken, for purposes of this clause, if an employee:
 - 1. Should resign his/her position and not be rehired by said Employer within three (3) months of said resignation.

2. Should an employee retire.
 3. Should an employee suffer a validated dismissal.
 4. Should an employee request and receive a voluntary transfer out of the bargaining unit of the work force of the Board. Those who return to the bargaining unit from a higher title shall be considered to not have had a break in service.
 5. Should an employee be absent without leave for more than five (5) days.
 6. Should an employee be laid off for more than six (6) months provided that the Board has a right to recall such employees within nine (9) calendar months of the date of their initial layoff.
- B. Location/Garage Seniority shall be based on continuous unbroken service with the employer, commencing with the date of hire as a permanent employee, regardless of title. An employee permanently transferred from one location/garage to another within the department shall carry seniority and be merged into the new Location/Garage Seniority List, which shall be comprised of all bargaining unit members at that location.
- C. Crew Seniority shall be ordered by title and then by seniority in title where there is more than one employee in a given title. An employee permanently transferred from one crew to another crew shall carry seniority and be merged into the new Crew Seniority List.
- D. An employee temporarily or seasonally transferred shall be merged into the Crew Seniority List. A temporary or seasonal employee will not be offered the Acting Supervisor position over a qualified, permanent member of the crew. Employees assigned to the Paving Crew for more than eight (8) months of the year shall be considered permanent in Paving.
- E. When a supervisor is unavailable, an acting supervisor will be assigned from the Crew Seniority List by offering the next qualified, permanent member of the crew in a Group 2 title or higher. If the next qualified employee was absent the preceding shift, that employee will be bypassed and the opportunity will be offered to the next qualified permanent members of the crew.
- F. Seniority lists will be compiled under each foreman and posted at each work location. Detailed reports of date, emergency circumstances, time of call-in, arrival and departure time will be kept on file. Seniority lists shall be kept current at each job location.

- G. Each Department Head and a Union Representative will work together to develop appropriate seniority lists for posting at each work location.
- H. Seniority shall be the prevailing consideration in the annual bidding for shifts and days on/off in Departments with variable shifts/tours/weekly schedules such as Buildings & Grounds, Security, Solid Waste Management, Parks and Transportation. This shall not apply to the variant seasonal scheduling in the Roads, Solid Waste management and Engineering Department. The parties recognize that adjustments to the resulting pattern of assignments may be required due to titles and skill of affected employees.

ARTICLE 11

JOB POSTINGS/VACANCIES

- A. The Employer will try to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements listed by the New Jersey Civil Service Commission and who are subsequently certified by the New Jersey Civil Service Commission. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.
- B. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the administration, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority in the next lower rated title, shall be given preference. If the employee with the greatest seniority cannot perform the highest rated job, once promoted to the higher rated job, then the administration shall promote the employee which it deems to be next eligible.
- C. Lateral Transfers - A permanent job opening shall not be deemed to occur when a vacancy exists at a particular job level, until all employees at that job level have had the opportunity to transfer to fill the vacancy within ten (10) days following the posting of notice of vacancy. Lateral transfers at the same job location shall be limited to once per contract year. Lateral transfers to a different job location are permitted in accordance with the current practice. Requests for lateral transfers may be made to the Department Head in writing and shall state the reason the request is being made. Hardship transfers shall not deprive more senior employees of lateral transfer unless there is mutual agreement between the Union and County.
- D. Transfers - No employee shall be transferred without reason or cause and shall be granted a five (5) working day notice in which to reply to any notice of transfer. An employee may discuss any transfer with his/her immediate supervisor or the

Employee Relations Director. After a necessary discussion, the employee shall comply with the transfer order. If the transfer is necessitated by a vacancy and the Employee Relations Director decides not to transfer the employee, then the vacancy shall be filled through provisions established through the job posting procedure as agreed to in this contract. Employees will not be involuntarily transferred from department to department.

- E. A job opening or vacancy shall be posted on appropriate bulletin boards for a period of ten (10) calendar days. Postings will include the department, title, hours of work (shift) and location of the opening. Employee interested in filling an opening must notify the Department Head in writing within the posting period. Fax or email shall suffice. New Jersey Civil Service Commission job specifications are available for review through the employee's Department Head. Every employee who responds to a posting for a promotion shall receive a written notice of acceptance or rejection for the promotion and, in the case of rejection, an explanation of that decision.
- F. Job Posting Promotion - A permanent job opening or vacancy in the bargaining unit constituting a promotion shall be posted on appropriate bulletin boards for a period of ten (10) calendar days. During such period of time, the permanent job opening or vacancy shall be posted, a temporary job opening with respect to the posted position shall be deemed to exist. The Employee Relations Director shall have the right, at his/her discretion, to fill any temporary job opening, by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days after the close of the posting period, the Employee Relations Director may, in his/her discretion, fill such permanent job opening or vacancy. In the event an opening is not filled within ninety (90) days, it shall be re-posted.

ARTICLE 12

HOURS OF WORK AND OVERTIME

The following guidelines shall apply unless there are specific provisions to the contrary. The Employee Relations Department shall notify the Union in writing of any permanent or temporary change in existing shifts.

1. Hours of Work:

Regular hours of work for all Blue Collar workers, unless otherwise modified in this Agreement, shall be:

7:00 A.M. to 3:30 P. M. – "A" shift

3:30 P.M. to 12:00 A.M. – “B” shift

11:30 P.M. to 8:00 A.M. – “C” shift

The hours of work for CWA employees working in the specified departments of County government are permanently fixed from 7:00 A.M. to 3:30 P.M. The working hours of all other CWA employees will remain unchanged except as modified in accordance with this Agreement. Changes in the above established shifts, will require a minimum of seven (7) days advance notice except in the case of an emergency.

Between Memorial Day and Labor Day, variant scheduling may be approved in the Solid Waste Department, Engineering Department Line Painting Crew and 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.

- A. Meal Break: All workers shall receive a 30 minute unpaid meal period, unless otherwise noted in this Agreement.
- B. Rest Break: All workers shall receive a 15 minute break during every four hour period worked, unless otherwise noted in this Agreement.
- C. Wash-up Time: All workers shall be granted a 15 minute wash-up time immediately preceding lunch and the end of the work day, unless otherwise noted in this Agreement.

2. Overtime

- A. Regular or Scheduled Overtime: All employees shall be expected to complete their work in the time allotted during the normal working day. Employees are expected to be able to work a reasonable amount of overtime. Any employee scheduled to work beyond his/her regularly scheduled work day shall be paid at the rate of time and one-half (1-1/2X) of the employee's base pay after the completion of eight (8) hours work in any scheduled work day or forty (40) hours of work in any scheduled work 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.
- B. Holiday Overtime: If an employee is required to work on a County recognized holiday, he/she shall receive time and one-half (1-1/2X) for all

hours worked plus one (1) day straight time wages for the holiday. If an employee should work beyond a normal eight (8) hour shift, he/she shall be paid double time and one-half (2-1/2X) for those hours worked.

3. Call-In Pay: Engineering Department

- A. Blue Collar employees in Engineering who are called-in to work 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 overtime for all hours actually worked.
- B. Blue Collar employees in Engineering listed on vacation or sick leave need not be called unless said employee listed on vacation or sick leave notified his/her foreman he/she is available to return from vacation or fit to return from sick leave; the next senior employee will be called.
- C. When overtime assignments are planned/scheduled in advance, the four (4) hour guarantee associated with call-in pay shall not apply.

3A. Call-In Pay: All Departments except Engineering

- A. Blue Collar employees who are called-in to work will not be paid less than five (5) hours wages for the five (5) 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 formulae will not apply, but those Blue Collar employee will be paid overtime for all hours actually worked.
- B. At the completion of the task necessitating the call-in and following the thorough inspection of the surrounding area, the Blue Collar employees may be released form duty. In the event that there is additional work required within the same garage or work crew of the initial call, whichever is applicable, within the original five (5) hour window, the Blue Collar employee who responded is subject to recall for any additional calls for the

duration of the original five (5) hour window. If a call-in results in an Blue Collar employee working beyond the initial five (5) hours window the Blue Collar employee will be compensated for hours worked at the applicable rate of pay.

- C. Blue Collar employees listed on vacation or sick leave need not be called unless said Blue Collar employee listed on vacation or sick leave notified his/her foreman he/she is available to return from vacation or fit to return from sick leave; the next senior Blue Collar employee will be called.
- D. When overtime assignments are planned/scheduled in advance, the four (4) hour guarantee associated with call-in pay shall not apply.
- E. Notwithstanding the above, in no event, shall a Blue Collar employees be paid at an overtime rate while working during the Blue Collar employee's regularly scheduled work hours other than for overtime covered by other relevant clauses including the emergency call-in. Thus, any "call-in" that is less than five (5) hours prior to the start of an Blue Collar employee's regularly scheduled shift, the Blue Collar employee will be paid at the overtime rate for hours worked prior to the start of the Blue Collar employee's scheduled shift. By way of example, but in no way of limitation, if a Blue Collar employee starts at 7:00AM and received a call-in at 3:30AM, the time from 3:30AM -7:00AM (3 hours and 30 minutes) will be at the overtime rate, the subsequent 1 hour and 30 minutes (7:00AM-8:30AM) will be at the Blue Collar employee's normal rate of pay. The practice of Blue Collar employee release upon the completion of the task that necessitated the call-in shall still apply with respect to call-in prior to the regular shift.

3B. Emergency Call-In:

- 1. In general emergency call-in situations, such as snow storms and hurricanes, management will endeavor to assign two (2) employees to each emergency vehicle. The Union acknowledges that success in reaching this objective is largely dependent upon the employee response to the emergency call-in situation. Laborers who are assigned to drive emergency vehicles in a general emergency call-in situation will qualify for out-of-title pay as Equipment Operators immediately without regard of the provisions of Article 9
- 2. In emergency call-in situations on a lesser scale, management will in the interests of safety, assign at least two Blue Collar employees to complete the necessary tasks.
- 3. It is understood and agreed that management will use all reasonable efforts

to assign two (2) employees to each emergency vehicle in the above described emergency call-in situations, however, under no circumstances will management be required or bound to assign two (2) employees to each emergency vehicle.

4. It is understood and agreed that the unit members, as public employees, have a duty and obligation to respond in an affirmative manner during weather emergencies which may negatively impact on the safety and welfare of the general public, such as snow storms. Employees are expected to notify their supervisors of their availability.
5. Likewise, it is understood and agreed that the County has a duty and obligation to insure to the fullest extent possible, the safety and well-being of the workers that are serving the County under such adverse conditions.
6. During the weather or other emergencies requiring extended hours of work, the County and Union agree that the safety of the employees, the public, the facilities and equipment requires that employees working extended hours have reasonable rest and meal breaks.
7. Employees who have affirmatively responded, and perform weather or other emergency related work for three (3) or more hours prior to, and contiguous with, their normal shift shall remain on time and one-half when continuing to work into their regular shift for a period of up to four (4) hours. If emergency related work is completed in less than four (4) hours into the regular shift, compensation will revert to straight time rates of pay.
8. The determination of when emergency related work is complete will be at the sole discretion of the County. It is the intent of the parties to insure the most efficient and effective emergency response, and as such, the parties agree that any dispute concerning the implementation of this provision will not be subject to the arbitration process and will stop at the County Administrator's level.
9. During a weather related call-in (i.e, snow storm, hurricane, flooding, etc...), if a Blue Collar employees in Buildings & Grounds is called-in less than four (4) hours prior to the start of his/her assigned shift start time, the employee will continue to be paid at the rate of time and one-half for the remaining portion of the four (4) hour minimum, and then shall be paid at his/her regular rate of pay for the remainder of the shift. For example, if a Blue Collar employees in Buildings & Grounds shift is from 7:00AM – 3:30PM and is called in for a weather related call-in at 5:00AM, the employee will be paid for four (4) hours at the rate of time and one-half (until 9:00AM), and then will be paid at his/her regular rate of pay from 9:00AM until 3:30PM.

4. Overtime Rotation

- A. Overtime rotation lists will be maintained and updated by Union Representatives and Supervision working together at each work location. Detailed reports of date, emergency circumstances, time of call-in, arrival and departure time will be kept on file. Union stewards shall, upon reasonable request, be granted access to overtime call-in records maintained by the dispatch center or any other place where such records are kept in order to ascertain the accuracy of the overtime rotation list. However, any disputes are to be pursued through the grievance procedure, and the Union stewards shall not prevent, prohibit, or disrupt the overtime rotation.
- B. Overtime rotation lists shall coincide with the Crew Seniority, Location/Garage Seniority and Departmental Seniority Lists.
- C. Overtime at each job location shall first be assigned in accordance with the Crew List where the work is normally performed by a particular crew. If the Crew List is exhausted and additional manpower is needed, overtime will be offered to other crews at the same location in accordance with current practice. (Overtime for Signal Repair and Safety Coverage will continue in accordance with current Engineering Department practice.) Otherwise, overtime shall be offered in accordance with the Location/Garage List. If the Crew and Garage Lists are exhausted, overtime will be offered in accordance with the Departmental List.
- D. The first overtime assignment on a particular occasion shall be offered to the most senior employee on the applicable list who is capable of performing the work. 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 applicable list.
- E. Overtime will be rotated through the list until the required number of employees have accepted. The next available overtime assignment shall be offered to the next employee where the list left off, provided he/she is capable of performing the work.
- F. 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.
- G. If any employee is bypassed because they were not qualified to perform the

required work of a particular assignment, he/she will not lose their position in the rotation, and shall be offered the next overtime work which they are able to perform.

- H. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is qualified to perform the assignment shall be obligated to accept it. No employee will be permitted to accept an overtime assignment *for which* the employee does not possess the skill and ability to perform.
- I. Notification of overtime shall be made by the immediate supervisor. Employees are responsible for providing appropriate and current contact information for this purpose.
- J. 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.

ARTICLE 13 **SALARY**

- A. Effective with the execution of this Agreement, the minimum salaries set forth in Appendix A shall be applicable. Current employees in mechanic titles will be placed as stipulated by the parties.
- B. April 1, 2023 – Effective April 1, 2023, and retroactive thereto, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.
- C. April 1, 2024 – Effective April 1, 2024, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.
- D. April 1, 2025 – Effective April 1, 2025, all members in the bargaining unit working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.
- E. April 1, 2026 – Effective April 1, 2026, all members in the bargaining unit

working a forty (40) hour week shall receive an increase of 2.25%, but not less than Two Thousand Five Hundred dollars (\$2,500), or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

ARTICLE 14

NIGHT DIFFERENTIAL

Employees covered by this Agreement shall be eligible for an eight percent (8%) Night Differential if they are "permanently" scheduled to work on a "B" or "C" shift. Night Differential shall not be eliminated when sick leave, vacation leave, personal leave or any other type of leave (except Worker's Compensation Leave) is used. Night Differential shall also not be eliminated when employees who are permanently assigned to a "B" or "C" shift may occasionally be asked to work hours not considered as such. Any shift starting subsequent to 3:30 P.M. will be considered a "B" or "C" shift.

For employees whose shifts vary seasonally, Night Differential shall be paid throughout the "season" to those employees who are assigned to a "B" or "C" shift. For example, the Paint Crew shall receive Night Differential during the cooler weather months when they work at night, but not during the warmer months when they work during the day.

ARTICLE 15

PROMOTIONAL COMPENSATION

Any employee within the bargaining unit who receives a promotion shall receive a promotional remuneration or the minimum for the title, effective on the date of promotion, whichever is greater. For the term and duration of this contract, the remuneration shall be Three Thousand (\$3,000). Any employee promoted on or after April 1st and before the execution of this collective negotiations agreement shall have the \$500 added to the base, but shall not receive any retroactive pay for the additional \$500.

ARTICLE 16

UNIFORM ALLOWANCE AND UNIFORM MAINTENANCE

Total compensation to defray the cost of uniform purchase and maintenance shall increase to \$900.00 on April 1, 2024, then to \$1,000 on April 1, 2025, and then \$1,100 on April 1, 2026. The breakdown of the increases shall be as follows:

2023

Purchase:	\$350, paid on or about April 1st
Maintenance:	\$450, paid in two equal installments of \$225.00.

- The two installments are on or before June 1st, and on or before December 1st.

2024

Purchase: \$450, paid on or about April 1st
 Maintenance: \$450, paid in two equal installments of \$225.00.
 - The two installments are on or before June 1st, and on or before December 1st.

2025

Purchase: \$450, paid on or about April 1st
 Maintenance: \$550, paid in two equal installments of \$275.00.
 - The two installments are on or before June 1st, and on or before December 1st.

2026

Purchase: \$500, paid on or about April 1st
 Maintenance: \$600, paid in two equal installments of \$300.00.
 - The two installments are on or before June 1st, and on or before December 1st.

All full-time personnel who are required to wear a uniform by the County Administrator or his/her designee shall receive payment as set forth above for the care and maintenance of these uniforms. This maintenance stipend shall be payable in two payments of Two Hundred and Twenty-Five

Eligibility for this benefit shall begin on the first of next month following the completion of an employee's original working test period. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis.

1. On the first of the next month following the completion of an employee's 90th day, that employee shall be eligible for an initial uniform issue consisting of three (3) long sleeve shirts, two (2) short sleeve shirts, three (3) T-shirts, three (3) pairs of pants and rain gear.

The initial uniform issue as referenced above shall be provided to eligible members of the bargaining unit, upon the completion of their 90th day of employment.

2. As a condition of employment and at their own expense, employees are expected to wear and maintain OSHA approved safety shoes if their job classification falls within a category covered by the requirements of OSHA.

3. All full-time personnel covered by this contract who are required to wear a uniform, other than those referred to in paragraph 1, shall receive an annual payment as set forth above for uniform allowance on or about April 1st of each contract year, to defray the cost of purchasing uniforms.
4. If a new employee completes his/her first 90 days of employment, on or before December 31st, he/she shall be eligible for the uniform purchase allowance described in paragraph 3 on the subsequent April 1st.
5. The individual employee shall be responsible for purchasing and wearing the appropriate style and color of uniform, including OSHA-approved work shoes, if applicable, as designated by each Department Head. Failure to conform to the uniform code may result in disciplinary action.

EXCLUSIONS: This Article does not apply to employees in the Department of Security.

ARTICLE 17 **LONGEVITY PAY**

- /A. Longevity Pay for all classified permanent, full-time Blue Collar employees covered by this Agreement hired before April 1, 2013 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

- /B. Effective the pay period which includes January 1, 2024, the elimination of longevity for full-time blue collar employees hired after April 1, 2013 set forth above in paragraph A shall be eliminated. Thus, as of January 1, 2024, all full-time blue collar employees shall be eligible for Longevity in accordance with the following schedule:

5 years	2.0% of base salary
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

There shall be no retroactive effective of this reinstatement of longevity (or created new 2% level at 5 years). Thus, no back-longevity will be owed to any blue collar employee.

ARTICLE 18

SPECIAL ASSIGNMENT PAY

- A. Juvenile Services Department - A special assignment pay shall be provided to members of the bargaining unit assigned to the Ocean County Juvenile Detention Shelter.
- B. Jet Vac - A special assignment pay shall be provided to members of the bargaining unit assigned to work on the JET VAC.
- C. Diving - A special assignment stipend as set forth in paragraph N per annum shall be paid to each member of the bargaining unit designated by his/her Department Head to perform underwater inspections or other diving services.
- D. Jail - A special assignment pay shall be provided to employees assigned to the Ocean County Jail. Employees assigned to this facility shall receive the stipend set forth in paragraph N.
- E. Paving Crew - A special assignment stipend shall be provided to members of the Paving Crew who operate the paver (3), operate the rollers (1 or 2) and perform as rakemen (3 or 4).
- F. Pipe Laying Crew - Employees of the Road Department shall receive the stipend amount set forth in paragraph N if assigned to the crew that actively engage in the installation of new or replacement pipe or basins, when trenching is required. Payment is made to only those employees who are directly involved in this construction activity, and, specifically, excludes traffic control and normal maintenance or repair work.
- G. Pesticide License - A special assignment stipend shall be provided to members of the Buildings and Grounds and/or Parks department who hold a Pesticide Operators Certificate or Pesticide Applicator's Certificate, and are designated to apply pesticides.

- H. Landscape Irrigation – A special assignment stipend shall be provided to members of the Buildings and Grounds and/or Parks department who hold a Landscape Irrigation License and are designated to install and/or maintain irrigation systems.
- I. Tree Crew - Effective April 1, 2024, employees of the Roads department that are members of the tree crew that operate trucks, chain saws, and/or wood chippers shall receive the stipend as set forth in paragraph N below.
- J. Storm Water – Effective April 1, 2024, employees of the Roads department that are members of the Storm Water crew shall receive a stipend as set forth in paragraph N below. . However, an employee cannot receive this stipend and the Jetvac stipend.
- K. Fuel Site – Effective April 1, 2024, employees within the Vehicle Services department who are responsible to perform the monthly fuel inspection shall receive a stipend in accordance with paragraph N below.
- L. Towing Stipend – Effective April 1, 2024, employees in Vehicle Services who regularly perform towing operations (flat beds & tow trucks) shall receive a stipend in accordance with paragraph N.
- M. Heavy Wrecker – (80,000 GVWR) – Special Assignment Pay shall be provided to members of this bargaining unit when assigned to work on the Heavy Wreckers. Members operating this equipment shall receive Sixteen Dollars (\$16.00) per shift if/when the truck is used, regardless of frequency.

Effective April 1, 2024, members of Vehicle Services operating this equipment shall cease receiving the \$16.00 per shift, and instead shall receive an annual stipend of \$2,000.00, paid in equal installments with each paycheck throughout the contract year, so long as the employee is available, willing, and able to perform the services and maintains all necessary and required certifications, licenses, or credentials. Employee may receive both this stipend and the stipend set forth in paragraph L. (Towing Stipend).

- N. Stipend Amount: Except for paragraph M (Heavy Wrecker), all Stipends set forth in this Article shall be as follows:

April 1, 2023 = \$1,100
April 1, 2024 = \$1,300
April 1, 2025 = \$1,400
April 1, 2026 = \$1,500

Further, all stipends shall be paid in equal installments with each paycheck throughout the contract year, so long as the employee is available, willing, and

able to perform the services and maintains all necessary and required certifications, licenses, or credentials. If the employee is no longer available, able, or willing to perform such duties, the stipend shall be removed.

An employee is only eligible for one stipend in this Article, unless approved by the Director of Employee Relations for an additional stipend.

O. VIU Stipend - The VIU truck operator within the Road Department shall be provided a stipend of five-thousand dollars (\$5,000), paid equally throughout the year.

P. CDL Trainer – Any employee designated by the County as a “CDL Trainer” shall be compensated at the rate of \$1.25 per hour. This stipend shall be paid in equal installments with each paycheck throughout the contract year so long as the CDL Trainer designation applies to the employee.

1. Each department shall submit to the Director of Employee Relations the names of individuals the department requests be designated as a “CDL Trainer”, and the Director of Employee Relations shall approve or reject those individuals proposed.
2. A person designated as a CDL Trainer can be removed from the designation by the Director of Employee Relations for the following reasons:
 - a. based upon the CDL Trainer's failure to properly train other employees;
 - b. the CDL Trainer's refusal or failure to train other employees;
 - c. the CDL employee's becoming unqualified to train others (loss of CDL License);
 - d. sustaining of disciplinary charges against the CDL Trainer
 - e. other appropriate or necessary cause.
2. If an employee who has been designated as a CDL Trainer has the designation removed, the employee will forfeit the \$1.25/hour, and the \$1.25/hour shall be removed from the employee's salary.
3. The decision to designate someone a “CDL Trainer”, or to remove the designation, shall be at the sole discretion of the Director of Employee Relations (or designee), and this shall not be subject to any arbitration, or filing of any unfair labor practice. Any objection to the Director of Employee Relation's decision on designation as CDL Trainer may be appealed through the grievance procedure, but such appeal shall be limited to Step 2 of the grievance procedure.
4. An employee designated as a CDL Trainer can, on 30 days' notice, relinquish the designation and forgo the designation, and the \$1.25 per hour

will be removed from the employee's pay.

- Q. A Special Assignment Stipend shall be paid to the members of the Road Department, Bridge Division, who possess and maintain a NJ Crane License. This stipend amount shall be in accordance with the rate and terms of paragraph N of this Article above.

ARTICLE 19

HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

The Board will comply in granting a holiday whenever the Governor of the State of New Jersey and the Board of Commissioners take official action to declare an extra holiday. Any employee working on any of the above days shall receive overtime pay at a rate of one and one-half (1-1/2X) for all hours worked plus one (1) day straight time wages for the holiday.

The Board will comply in granting an emergency closing only when both the Governor of the State of New Jersey and the Board of Commissioners take official action to declare an emergency closing.

ARTICLE 20

VACATION TIME

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

years...fifteen (15) working days, in hours, per year.

4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years...twenty (20) working days, in hours, per year.
5. For an employee who has served nineteen (19) years and one (1) day or more...twenty-five (25) working days, in hours, per year.

When an employee's anniversary date brings the employee into a calendar year in which there would be a change in the number of vacation days, the employee is to receive the additional days added onto his/her vacation by pro-rating the additional days from his/her anniversary date to the end of the calendar year. Employees will receive their full credit for additional vacation days at the start of the calendar year in which the employee has started the fifth, twelfth, twentieth or twenty-fifth calendar year of service.

Each employee will be informed of his/her vacation time through utilization of the County's computer system. Any employee leaving the service of the Board, shall have unused vacation time paid to him/her; this shall be paid on a pro-rated basis of each employee's current vacation schedule. Unearned vacation time which has been used will be deducted from the employee's last pay, if separation of service occurs. Employees may take vacation time with the permission of their immediate supervisor on a one (1) day at a time basis.

A past practice which had permitted the use of vacation leave which is credited but unearned is hereby modified as follows:

Employees shall begin earning vacation leave, but may not utilize it until the completion of their 90th day of employment, retroactive to their date of hire.

Vacation leave can 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 Blue Collar worker who began County employment on October 1, 2008 would be eligible to utilize vacation days on an accelerated basis beginning on January 1, 2010. Prior to that time, vacation days could not be utilized until earned.

Vacation Seniority - Whenever more than one (1) employee requests vacation at a job location at any particular time, the Board 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 vacations first. Employees may be permitted, at the sole discretion of the Department Head, to take vacation days during a peak period of work for his/her department. Peak periods will be designated by the administration for each year.

ARTICLE 21 PERSONAL LEAVE

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business. Personal Leave days may not be utilized until earned. For the purposes of this Agreement Personal Leave days shall be considered as 'earned' on January 1, May 1 and September 1 of each calendar year.

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 and Personal Leave shall not be accumulative. Employee's request for Personal Leave shall not be unreasonably denied.

In situations where there is a bereavement involving a family member not covered by the contract, members may utilize the balance of the yearly allotment whether earned or not.

Personal days shall not be carried over from one calendar year to the next. Effective with the execution of this Agreement, personal days may be taken in ½ day increments.

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

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

Employees hired on or after October 1 through October 31st 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.

ARTICLE 22 SICK LEAVE

- A. Sick Leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month in the first year of service, commencing on the first month or major portion thereof from date of hire. It is assumed the employee shall remain in the service of the Board for the remainder of the calendar year, and the total number of sick days, pro-rated shall be credited to the employee. 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 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 to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation shall not be charged to Sick Leave. Paid holidays occurring during a period of Sick Leave shall not be chargeable to Sick Leave.
- B. Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for 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 day to a maximum of \$15,000.

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

- C. A past practice which has permitted the use of Sick Leave which is credited but unearned is hereby modified as follows:

Employees shall begin earning Sick Leave, but may not utilize it until the completion of their 90th day of employment, retroactive to their date of hire.

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 Blue Collar worker who began County employment on October 1, 2014 would be eligible to utilize sick days on an accelerated basis beginning on January 1, 2016. Prior to that time, sick days could not be utilized until earned.

ARTICLE 23
PERSONNEL RECORDS INFORMATION

The contents of individual employee personnel records are strictly confidential and will be disclosed by the Director of Employee Relations only when that information is requested as a matter of inquiry by a law enforcement agency or a representative of the Armed Forces. An employee may review the contents of his/her personnel file after first making an appointment with the Department of Employee Relations. Employees or personnel authorized by employees requesting a copy of their personnel file will be charged the current established fee for photocopies.

The Board will protect an employee's right to privacy by responding only to a proper request by an appropriately recognized lending institution for credit information. The Department of Employee Relations handles such requests as follows:

1. Only salary, title and status will be verified by telephone, as required by law.
2. Request for additional information must be in writing and sent to the Department of Employee Relations.
3. All requests must be accompanied by a release signed by the employee.

Documents of anonymous, unsubstantiated origin will not be placed in the employee's personnel file. The employee will be provided with a copy of anonymous, unsubstantiated documents only when, and if, such documents become substantiated. The employee shall be provided with a copy of written material when such material is to be relied upon in any personnel action resulting in disciplinary proceedings or in any evaluation report. The employee shall be given thirty (30) days to provide for a written response to such written material, from the date of the document or from the date the employee becomes aware of the document.

ARTICLE 24
BEREAVEMENT LEAVE

- A. All employees will receive up to three (3) days leave in the event of the death of a spouse, common-law 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, uncle of the employee; and any other member of the immediate household. Bereavement Leave Days shall be consecutive and shall include the day of interment. All employees shall be entitled to one (1) day in the event of the death of a spouse's aunt, uncle or grandparent.
- B. 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 funeral services and must include one of the following days:

Date of death;
Any day of viewing;
Date of interment; or
Day of religious or memorial service.

- C. In no event shall any part of Bereavement Leave occur more than fifteen (15) days from the date of death. Abuse of the bereavement provision shall be cause for disciplinary action. In special circumstances which may exceed fifteen (15) days from the date of death, request for Bereavement Leave shall not be unreasonably denied.

ARTICLE 25

HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT BENEFITS

All full-time members covered by this bargaining unit shall be permitted to enroll in health benefits two (2) months from their date of hire. New hires will be provided information needed to enroll in the NJ SHBP at time of hire. The union will be provided notice of new hires pursuant to paragraph 5 of Article 3 to enable the union to assist the new hire's enrollment.

- 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, Chapter 48 P.L. 1999 and Chapter 78 P.L. 2011. 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.
- 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. All employees current and future who retire after September 1, 2008 must have served a minimum of fifteen (15) years with the County of the required twenty-five (25) years required to be eligible for lifetime health benefits upon retirement.

Any member of the bargaining unit who retires after the execution of this

agreement must have served a minimum of seven (7) years with the County (twenty-five (25) years total in the pension system) in order to be eligible for the lifetime health benefits upon retirement.

- D. For all employees hired on or after September 1, 2008, the County will offer the NJ Direct 15 Plan, or its replacement. Such employees may elect a higher level of coverage by paying the difference between the cost of Direct 15 and the selected plan, in addition to the requirements of Chapter 78.

For all employees hired after the execution of this collective negotiations agreement, the County will offer the OMNIA Plan, or its replacement. Such employees may elect a higher level of coverage by paying the difference between the cost of OMNIA and the selected plan, in addition to the requirements of Chapter 78.

- E. Employees hired on or after September 1, 2008, are not eligible for continuation of spousal coverage at the County's expense upon the death of the retiree.
- F. Employees hired on or after September 1, 2008, will no longer be reimbursed by the County for Medicare Part B Premiums.
- G. An eligible employee may change his/her coverage only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.
- H. 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.

In the case of consecutive leaves of absence without pay, it is understood and agreed that the responsibilities of the County to pay for benefits remains limited to the original period of up to four (4) months.

- I. Effective with the execution of this Agreement, current and future members covered by this bargaining unit, who voluntarily elect to move from their current insurance plan to Horizon NJ Direct 15/25, or a plan of equal or lesser cost, shall receive the following salary increase to their base salary. Incentive amounts are based on the individuals hire date (before or after September 1, 2008) and coverage level. This incentive will remain consistent for the duration of this

Agreement.

	<u>Pre 9/1/2008</u>	<u>Post 9/1/2008</u>
Single	\$ 475	\$250
Member/Spouse-Parent/Child	\$ 875	\$450
Family	\$1,300	\$700

Changes are considered permanent and become the new threshold plan for employees electing this change. Employees may elect a more expensive level of coverage in the future, but would be responsible for their NJ15/25 premium share, in accordance with Chapter 78, along with the full difference in premiums from NJ 15/25 to the plan they select.

Changes require an employee to complete an application during Open Enrollment, upon hire, or at the occurrence of a qualifying life event. Any employee who is currently waiving health care is not eligible to receive an incentive unless they experience a qualifying life event, or enroll in coverage during open enrollment and are within a plan for at least one calendar year or more.

ARTICLE 26 **FAMILY DENTAL PLAN**

All full-time members covered by this bargaining unit shall be permitted to enroll after the first of the month following three (3) full months of employment in a Family Dental Plan.

The Family Dental Plan will be made available to eligible employees, spouses and children to age 19. The maximum total cost for services per patient per benefit year is limited to \$2,000. 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 \$800.00 per patient
over a 5 year period)..... 50%

ARTICLE 27
VISION CARE

Vision Care benefits will be afforded to all members of the bargaining unit in accordance with the provisions as set forth in the guidelines for Ocean County vision service plan.

ARTICLE 28
HEALTH AND SAFETY COMMITTEE

- A. The County shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment.
- B. Management and the Union agree to a joint Health and Safety Committee which shall be comprised of an equal number of Union and management representatives to be designated by the respective parties.

The Committee's responsibility will include recommending improvements in the physical plant, developing itself as a resource body in relation to applicable laws and regulations, assisting in the formulation of policy regarding the safe operating condition of County vehicles and other equipment and forwarding complaints relating to health and safety matters to the Department of Employee Relations' Risk Management Division.

- C. All new employees will continue to be provided with a Right to Know booklet, PEOSHA standards and rules and regulations and any and all safety requirements that the County deems necessary. In the interest of maximum efficiency and job safety, a greater emphasis will be placed upon in-house training of new employees.
- D. The Employer will continue to comply with all guidelines established by PEOSHA.
- E. All employee complaints of unsafe and/or unhealthy conditions, including Employer owned vehicles found in an unsafe condition shall be made as soon as possible to the immediate supervisor and shall be investigated promptly.
- F. If an employee incurs an on the job injury of an emergent nature, the County will expedite such medical treatment by calling for an ambulance, if required, or by

providing transportation to a County approved Worker's Compensation panel physician or emergency room, as dictated. In all cases County Policy RM 03-01 (Reporting Injuries on the Job) will be strictly enforced. Public Employees Occupational Safety Program Log (300) and Summary of Occupational Injuries Report (300A) will be provided upon request.

ARTICLE 29 **EMPLOYEE HANDBOOKS**

All employees will receive a Personnel Handbook.

ARTICLE 30 **EMPLOYEE EVALUATION PROGRAM**

The Employee Relations Office's Employee Evaluation Program will continue at the discretion of the Employee Relations Director.

ARTICLE 31 **BRIDGE DIVISION PROVISION**

- A. Seniority lists shall be posted and maintained at each work location.
- B. All employees requesting the use of sick time shall provide advance notice of no less than two (2) hours before the start of their regular shift.

In the event if it is impossible for an employee to provide advance notice of no less than two (2) hours before the start of their regular assignment, the employee shall provide notice as soon as is possible. It is understood and agreed that all employees will use all possible means to provide advance notice of no less than two (2) hours.

- C. Overtime:
 - 1. Overtime opportunities shall first be offered to permanent Bridge Operators on the basis of seniority. If an employee is offered an overtime assignment and is unable to accept the assignment, the overtime will be offered to the next qualified department employee. No employee will be permitted to accept the overtime opportunity if the employee does not possess the skill and ability to perform the work.
 - 2. At the discretion of management, overtime assignments may be scheduled

in increments of either four (4) or eight (8) hours.

3. If all permanent and T/120 employees decline an overtime assignment, the least senior permanent employee must accept the assignment.

- D. The regular hours of work for Bridge Operators working on the Beaver Dam and Mantoloking Bridges shall be as follows, unless otherwise modified:

<u>Mantoloking Bridge</u>	<u>Beaver Dam Bridge</u>
7:00 A.M. to 3:00 P.M.	6:00 A.M. to 2:00 P.M.
3:00 P.M. to 11:00 P.M.	2:00 P.M. to 10:00 P.M.
11:00 P.M. to 7:00 A.M.	10:00 P.M. to 6:00 A.M.

ARTICLE 32

BUILDINGS AND GROUNDS PROVISION

Hours of Work:

- A. Regular hours of work, unless otherwise modified, shall be 8:00 A.M. - 4:30 P.M.
- B. Grounds crew: The regular hours for the grounds crew, unless otherwise modified, shall be 7:00 A.M. to 3:30 P.M. From Memorial Day through Labor Day, the hours may be adjusted from 6:00 A.M. to 2:30 P.M.
- C. The hours of work for CWA employees within the Department of Buildings and Grounds assigned to the so-called "B" shift shall begin at 4:00 P.M. to 12:00 midnight, with a one-half hour paid meal period and two (2) fifteen minute breaks which may be taken at 11:30 P.M.
- D. Employees who are assigned to work the Boilers will work the following hours:

7:00 A.M. - 3:30 P.M.	"A" shift
3:00 P.M. - 11:30P.M.	"B" shift
11:00 P.M. - 7:30 A.M.	"C" shift

- E. Overtime Call-ins for Snow Removal: A voluntary sign-up sheet for overtime call-ins for snow removal will be maintained in the Department of Buildings and Grounds. Employees who have not placed their name on this voluntary sign-up sheet will not be eligible for overtime call-ins for snow removal.

The first overtime assignment on a particular occasion shall be assigned to the most senior employee included on the voluntary sign-up sheet for snow removal.

If the most senior employee on said sign-up sheet is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept the assignment. Overtime call-ins for snow removal will proceed down the voluntary sign-up sheet based on seniority.

If any employee on the voluntary sign-up sheet is unwilling to accept three consecutive overtime call-ins for snow removal, that employee will be removed from the overtime seniority list for a period of one (1) year following the third refusal.

In the event that all employees on the voluntary sign-up sheet for snow removal who are offered a particular overtime assignment decline to accept the assignment, the least senior employee on said sign-up sheet who is offered the assignment shall be obligated to accept it.

Call-ins from the voluntary snow removal list shall have no impact upon the regular overtime rotation list. In the event that there are insufficient responses from the voluntary list, the regular list will be used in accordance with Article 11, Paragraph 5.

ARTICLE 33 ENGINEERING PROVISION

- A. Employees in the Engineering Department who possess a professional license or certificate not required by title will receive annually, in addition, to his/her base salary an educational incentive as set forth below:

		Effective <u>4/1/24</u>
All I.M.S.A. Level 3 courses		
Traffic Signal, Signs and Markings	\$450.00	\$900.00
All I.M.S.A. Level 2 courses		
Traffic Signal, Signs and Markings	\$350.00	\$700.00
All I.M.S.A. Level 1 courses		
Traffic Signal, Signs and Markings	\$250.00	\$500.00
A pre-requisite entry level course		
Work Zone Traffic Control	\$150.00	\$300.00
Roadway Lighting	\$150.00	\$300.00
Traffic Signal Inspector	\$150.00	\$300.00

Note: Certifications must be updated, when required, in order to maintain the Stipend.

- B. This incentive will be paid in equal increments through the employees' regular bi-weekly pay. Compensation to commence within thirty (30) days after notification is made to the Department of Employee Relations. This benefit is cumulative for the above courses. For instance, an individual who has obtained a level 1, 2 & 3 I.M.S.A. certification shall receive a total annual educational incentive of One Thousand Fifty Dollars (\$1,050.00) [As of April 1, 2025, an individual who has obtained a level 1, 2 & 3 I.M.S.A. certification shall receive a total annual educational incentive of Two Thousand One-Hundred Dollars (\$2,100.00).]

Maximum annual license/certification payments shall be One Thousand Five Hundred Dollars (\$1,500.00). [As of April 1, 2024, the maximum annual license/certification payments shall be Three Thousand Dollars (\$3,000.00).] Certifications must be updated, when required, in order to maintain the stipend.

- C. Successful attainment of the certification will be evidenced by submission to the County Engineer and the Department of Employee Relations of a copy of each I.M.S.A. certificate.
- D. Those employees who qualify for this financial remuneration must notify the Ocean County Engineer and Department of Employee Relations of the obtainment and awarding of each I.M.S.A. certificate. A qualified employee will receive the added benefit to his/her salary within sixty (60) days of the date the employee actually notifies the Ocean County Engineer and Department of Employee Relations of the receipt of the I.M.S.A. certificate.
- E. The County will reimburse the employee for the cost of registration only, upon passing the required test for each certification.
- F. **Repairperson Stipend:** There is established an hourly stipend for employees within the Engineering department who are designated as a "repairperson" in accordance with the following:
1. Any employee designated by the County Engineer (or County Engineer's designee) as a "repairperson" for the Signal shop will have the employee's base salary increase by \$1.00 per hour. This rate shall increase to \$2.00 per hour effective September 28, 2023.
 2. Call-in shall be reviewed by the Engineer on a quarterly basis. In order for an employee to maintain the \$1.00 per hour (\$2.00 effective September 28, 2023), the employee must respond and report to a

specific percentages of the call-ins for which a repairperson is needed.

Formula: The percentage will be determined by dividing the total number of call-ins by the total number of repairpersons within the Signal shop. The employee must respond to the percentage of call-ins to continue eligibility for the additional hourly compensation. For example, if there are 100 call-ins during the quarter, and there are three people designated as a repairperson, the repairperson must respond to 33.3% of all call-ins.

3. If a person designated as a repairperson fails to respond to the requisite number of call-ins as outlined in paragraph 2 above, or if the employee has the "repairperson" designation removed by the County Engineer (or designee), the employee will immediately cease receiving the \$1.00 per hour adjustment to base pay (or \$2.00 per hour effective September 28, 2023).
4. The decision to designate someone a "repairperson", or to remove the designation, shall be at the sole discretion of the County Engineer (or designee), and this shall not be subject to grievance, arbitration, or filing of any unfair labor practice. The County shall establish a program by which employees within the Signal shop are trained for repairperson duties, and said program shall be developed exclusively by the County Engineer and/or designee. The County reserves the right to administer a test or other means to determine necessary skill and safety understanding of any person seeking to be designated as a repairperson.

ARTICLE 34

PARKS AND RECREATION PROVISION

- A. It is recognized that flexible hours will be required of CWA personnel assigned to perform maintenance functions at golf courses. If any employee is temporarily assigned to Atlantis, Forge Pond or any future golf course, County transportation will be available, provided that the employees report to their customary job location in sufficient time to arrive at the golf course at the beginning of their shift.
- B. Employees assigned to the Ocean County Parks Department who are on a Thursday-Monday schedule, may work Good Friday (at straight time) and be off Easter Sunday, as the holiday. The County will make sure that the two (2) least senior employees are available to work Easter Sunday to cover the northern end and southern end of the County. Employees may volunteer to work the Easter

Holiday. If no one volunteers, the least senior employee in the northern area will have to work – at straight time.

- C. Transportation of the mobile stage will be carried out in accordance with the Rules and Regulations previously agreed upon by the parties.

Effective April 1, 2024, a special assignment stipend shall be paid to employees with a CDL who are assigned to transport the stage. 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, and does in fact perform the service of transporting the stage on an equal basis with all other individuals. (This means that if a driver refuses to transport the stage, the stipend can be revoked.) The movement of the stage will be performed by two CDL drivers, with one driver operating the truck and the other providing logistical and operational assistance while the truck is being transported.

This stipend amount shall be in accordance with the rates and terms of paragraph N of this Article 18.

Should the stage movement occur outside of an employee normal shift, the employee will receive a minimum of three (3) hours pay.

- D. Mechanics assigned to the Parks Department are eligible for the ASE (Automotive Service Excellence) incentive as provided for in Article 37 of this contract, applicable to the work assigned as determined by the Parks Department Director.
- E. As far as practicable, the department will make training opportunities available to all employees to increase skills and knowledge related to the employee's job duties.

ARTICLE 35

SECURITY DEPARTMENT PROVISION

- A. Seniority Revisions - Regular employees who work less than twenty (20) hours per work week will receive half year of credit for each such full year worked for seniority purposes. Employees who regularly work more than twenty (20) hours per week in any year shall receive one full year credit for each such year, for seniority purposes.
- B. Seniority lists shall be posted and maintained at Ocean County Park, Central Complex, Cattus Island and Southern Resource Center. Overtime shall be rotated according to seniority.

- C. Shift assignments for Security Officers shall generally be from 8:00 A.M. to 4:00 P.M. ("A" shift), 4:00 P.M. to 12:00 midnight ("B" Shift) or 12:00 midnight to 8:00 A.M. ("C" shift) or other eight hour shifts currently established.
- D. Included within the standard eight hour shift shall be a twenty (20) minute meal period at the employee's assigned post, plus two (2) fifteen minute break periods, also to be taken at the employee's assigned post. There shall be no wash-up periods.
- E. Ranger Training Course shall receive a one-time base salary adjustment of \$1,750. To the extent possible, management will endeavor to make such training available to all interested Security personnel on the basis of seniority.
- F. When and where possible, two guards shall be assigned to work night shifts. Any problems regarding this section shall be referred to the Health and Safety Committee for resolution.
- G. All Guards requesting the use of sick time shall provide advance notice of no less than two (2) hours before the start of their regular shift.

In the event if it is impossible for an employee to provide advance notice of no less than two (2) hours before the start of their regular assignment, the employee shall provide notice as soon as is possible. It is understood and agreed that all employees will use all possible means to provide advance notice of no less than two (2) hours.

- H. Initial issue and replacement of uniforms shall be determined by the Director of Security.
- I. Annual maintenance allowance for uniforms shall be \$650.00 payable in two equal installments of \$325.00 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.
- J. Each full-time Security Guard and Senior Security Guard covered by this Agreement shall enjoy the following holidays with pay, to be observed on the dates specified each January by the Board of Commissioners:

Martin Luther King Day
Presidents Day
Easter Sunday *
Memorial Day
Juneteenth

Labor Day
Columbus Day
Veteran's Day
General Election Day
Thanksgiving Day

** (Easter Sunday is in lieu of Good Friday.)*

In addition, each full-time Security Guard and Senior Security Guard covered by this Agreement shall enjoy as holidays January 1st, July 4th and December 25th of each year. If the Board of Commissioners designates a different date for the County celebration of these three holidays, said designation shall not apply to members of this bargaining unit.

This benefit is subject to change in accordance with Article 19 – Holidays.

- K. Security Department vehicles will be equipped with standard safety equipment which will include, but not be limited to, a throw bag, fire extinguisher and a first aid bag. Security Guards are responsible for notifying their department when supplies need to be renewed.

ARTICLE 36

TRANSPORTATION PROVISION

- A. While the majority of employees within the department currently work 8:00 A.M. to 4:00 P.M., it is understood and agreed that flexibility in the scheduling of transportation services is essential due to unpredictable changes in the needs of the client population. The Board will provide as much lead time as possible when circumstances require a change in shift assignment. Notification of such a change prior to the end of regular office hours on the previous day shall be deemed adequate notice. An Early Morning Call-In List shall be maintained by the department to provide coverage for call-outs that occur after office hours, which necessitate employee shift changes, for the next work day. Employees who voluntarily sign up for these after regular office hour substitutions shall be eligible for night differential pay as provided for in Article 13, even though they are not permanently assigned. Employees may be added or removed from the Voluntary Call-In List by making such a request in writing to the Ocean Ride Supervisor.
- B. It is recognized that down-time is unavoidable for certain drivers and other personnel. Included within the standard eight (8) hour shift shall be a thirty (30) minute meal period and two (2) fifteen minute break periods to be taken at the employee's discretion, during down-time in their scheduled assignment. There shall be no wash-up periods.
- C. All employees requesting the use of sick time shall provide advance notice of no less than two (2) hours before the start of their regular assignment. Employees who are on sick leave on the day before a scheduled overtime assignment must verify their availability for that assignment or another employee will be assigned.

In the event it is impossible for an employee to provide advance notice of no less than two (2) hours before the start of his/her regular assignment, the employee shall provide notice as soon as possible. It is understood and agreed that all employees will use all possible means to provide advance notice of no less than two (2) hours.

- D. Uniforms - Initial issue and replacement shall be determined by the Director of Transportation. Failure to wear or maintain uniforms shall be grounds for disciplinary action.
- E. Any driver who works a shift which begins 5:00AM or earlier or 3:30PM or later shall be eligible for an eight percent (8%) night differential payment.
- F. In recognition of the additional skills required to safely and efficiently operate a Passenger Bus consisting of at least 27 or more passenger seats, it is hereby agreed that a special assignment stipend shall be paid to each Omnibus Operator who is permanently assigned by the Director of Transportation or his/her designee to operate a Passenger Bus consisting of at least 27 passenger seats or more. The stipend shall be payable in equal installments with each paycheck throughout the contract year so long as the employee(s) is assigned to perform these services. This special assignment stipend amount shall be in accordance with the rates and terms of paragraph N of this Article 18.
- G. Effective January 1, 2021, an employee who holds a CDL passenger endorsement and is required to obtain a physical in order to maintain his/her passenger endorsement, will be reimbursed by the County up to \$125 for the expenses associated with one annual physical per year which are not covered by insurance, provided the employee submits a copy of the bill indicating the employee paid.

ARTICLE 37

VEHICLE SERVICES PROVISION

- A. An incentive is hereby established for obtaining ASE (Automotive Service Excellence) certifications. Certification eligibility, shall be determined by the Director of Vehicle Services, who shall approve the course(s) and certify that there is sufficient funding prior to the commencement of the course(s). The County will reimburse the employee for the cost of the certification, upon passing the required test of each certification.
- B. ASE Certifications
 - 1. All employees who have completed the courses and attained a certification

are eligible for the following stipends based upon the group:

Group 1 - Employees will be paid a stipend of \$350 for each of the following ASE certifications obtained:

- A6 Electrical/Electronic System
- A8 Engine Performance
- X1 Exhaust System Specialist
- T2 Diesel Engines
- T6 Electrical/Electronic System
- RR Refrigerant Recovery

If an employee obtains all 6 ASE certifications listed in Group 1, the employee will receive an additional \$500 stipend.

Group 2 - Employees will be paid a stipend of \$325 for each of the following ASE certifications obtained:

- A1 Engine Repair
- A2 Automotive Transmission
- A5 Brakes
- A9 Light Vehicle Diesel Engines
- T1 Gasoline Engines
- T4 Brakes

If an employee obtains all six (6) ASE certifications listed in Group 2, the employee will receive an additional \$500 stipend.

Group 3 - Employees will be paid a stipend of \$225 for each of the following ASE certifications obtained:

- A4 Suspension & Steering
- A7 Heating & Air Conditioning
- E2 Electrical/Electronic Systems Installation & Repair
- T5 Suspension & Steering
- T7 Heating & Air Conditioning
- T8 Preventative Maintenance Inspection

If an employee obtains all six (6) ASE certifications listed in Group 3, the employee will receive an additional \$300 stipend.

Group 4 - Employees will be paid a stipend of \$200 for each of the following

ASE certifications obtained:

- A3 Manual Drive Train
- E1 Truck Equipment Installation & Repair
- E3 Auxiliary Power Systems
- P1 Truck Dealership Parts Specialist
- T3 Manual Drive Train
- B4 Structural Analysis & Damage Repair

If an employee obtains all six (6) ASE certifications listed in Group 4, the employee will receive an additional \$250 stipend.

Group 5 - Employees will be paid a stipend of \$175 for each of the following ASE certifications obtained:

- L1 Automotive Advanced Engine Performance Specialist

2. Effective April 1, 2024, Paragraph B, subparagraph 1. of paragraph B. of this article shall be eliminated. Effective April 1, 2024, all vehicle services employees who have completed the ASE courses and attained an ASE certification, shall receive a stipend of \$400.00 per Certification for following available certifications:

- A6 Electrical/Electronic System
- A8 Engine Performance
- X1 Exhaust System Specialist
- T2 Diesel Engines
- T6 Electrical/Electronic System
- RR Refrigerant Recovery
- A1 Engine Repair
- A2 Automotive Transmission
- A5 Brakes
- A9 Light Vehicle Diesel Engines
- T1 Gasoline Engines
- T4 Brakes
- A4 Suspension & Steering
- A7 Heating & Air Conditioning
- E2 Electrical/Electronic Systems Installation & Repair
- T5 Suspension & Steering
- T7 Heating & Air Conditioning
- T8 Preventative Maintenance Inspection
- A3 Manual Drive Train
- E1 Truck Equipment Installation & Repair

E3 Auxiliary Power Systems
P1 Truck Dealership Parts Specialist
T3 Manual Drive Train
B4 Structural Analysis & Damage Repair
L1 Automotive Advanced Engine Performance Specialist

G1 – Auto Maintenance and Light Repair
H2 – Transit Bus Diesel Engines
H3 – Transit Bus Drive Train
H4 – Transit Bus Brakes
H5 – Transit Bus Steering and Suspension
H6 – Transit Bus Electrical/Electronic Systems
H7 – Trans Bus Heating Ventilation and A/C
H8 – Transit Bus Preventative Maintenance and Inspection
MIL2 – Military Diesel Engines
MIL3 – Military Drive Train
MIL4 – Military Chassis
MIL5 – Military Suspension, Steering, and Hydraulics
MIL6 – Military Electrical/Electronics
MIL7 – Military Heating, Ventilation, and Air Conditioning
 (HVAC) Systems
MIL8 – Military Preventative Maintenance Checks and
 Services (PMCS)

- C. Payment of the stipend will be paid in equal increments through the employees' regular bi-weekly pay. Compensation to commence within thirty (30) days after notification is made to the Department of Employee Relations. Certification must be updated when required in order to maintain the stipend.
- D. ASE testing may be done during regular business hours, so long as the employee's absence does leave the department short-handed, cause administrative problems, and/or otherwise not cause any negative impact upon the department. However, should an employee take a test outside of business hours, the employee will not be compensated for the time spent.

If an employees is required to travel to take an ASE test during working hours, the employee will be permitted to utilize a county vehicle, if one is available. Further, the employee must have previously provided a copy of driver's license to Risk Management and Vehicle Services.

ARTICLE 38
SOLID WASTE MANAGEMENT PROVISION

- A. In recognition of the additional skills required to safely and efficiently operate an 80,000 pound gross vehicle weight Walking Floor Trailers to transport recyclables on a daily basis between the Northern and Southern Recycling Centers, a special assignment stipend of \$1,000 per annum shall be paid to each member of the bargaining unit holding the title of Senior Recycling Operator who is permanently assigned by the Director of Solid Waste Management or his/her designee to operate a Walking Floor Trailer to haul recyclables. This stipend shall be payable in equal installments with each paycheck throughout the contract year, so long as the employee(s) is assigned to perform these services. This special assignment stipend amount shall be paid in accordance with paragraph N. of Article 18.
- B. Effective April 1, 2024, paragraph A above shall be inapplicable. Effective April 1, 2024, in recognition of the additional skills required to safely and efficiently operate the Walking Floor, Low-Boy, Windrow Turner and Tub Grinder employees regularly assigned to operate such equipment shall be eligible for the special assignment stipends in accordance with rates set forth in Paragraph N or Article 18 as follows:
 - A. Operating either the Walking Floor or Low-Boy = Stipend A.
 - B. Operating either the Windrow Turner or Tub Grinder = Stipend B.
- C. The Department of Solid Waste Management shall submit a list to the Department of Employee Relations of all Senior Recycling Operators assigned to operate a Walking Floor Trailer. This list shall be updated as necessary.
- D. Should the Solid Waste Department utilize a four day per week, ten hour per day schedule, overtime for the fifth day will be offered to employees working the 4/10 shift prior to outside contractors being offered such work.
- E. Employees performing major repairs or major mechanical work may be eligible for Out-of-Title Pay as provided for in Article 9, Job Classifications. This shall not include fueling, lubricating, light mechanical work, minor repairs or the changing of hammers on the tub grinder and/or flails on the window machine.

ARTICLE 39
NO STRIKE CLAUSE

During the period of this Agreement and notwithstanding any change in existing law, the Union and its employees shall not have the right to engage in any slow-down, work-stoppage, strike or similar type of concerted activities. The sole method for resolving any

disagreement concerning this Agreement or any other elements of the employment relationship will be covered by the procedure contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work-stoppages.

ARTICLE 40
FULLY BARGAINED CLAUSE

This Agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part until the expiration of this Agreement.

ARTICLE 41
SEVERABILITY CLAUSE

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

ARTICLE 42
DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 2020, except for those Articles which contain specific dates to the contrary and shall continue in full force and effect until March 31 2027, or until execution of a successor Agreement.

APPENDIX A

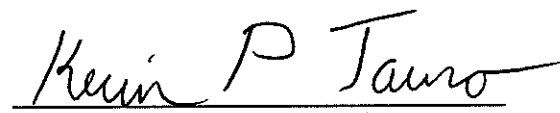
The Parties agree to the revision in accordance with the attached Appendix A.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 5th day of September, 2023.

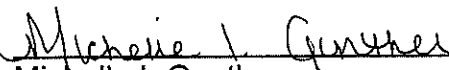
**FOR THE OCEAN COUNTY
BOARD OF COMMISSIONERS**

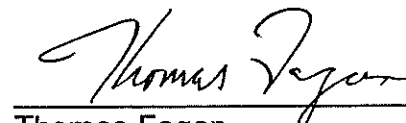

Joseph H. Vicari, Director

**COMMUNICATION WORKERS OF
AMERICA, AFL-CIO**


Kevin Tauro, President
CWA Local 1075

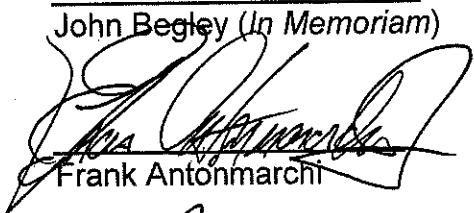
ATTEST:


Michelle I. Gunther
Clerk of the Board 9/7/2023

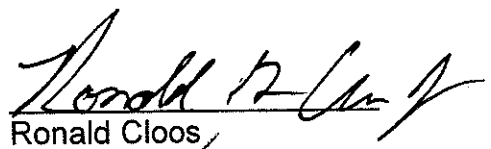

Thomas Fagan,
Executive Vice President
CWA Local 1075

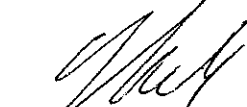
C.W.A. NEGOTIATIONS COMMITTEE

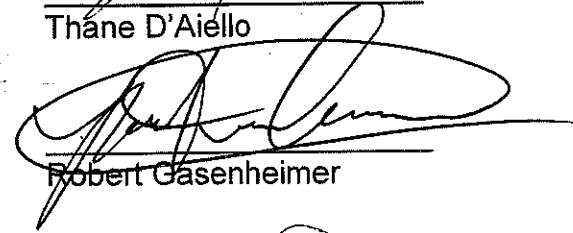
John Begley (In Memoriam)

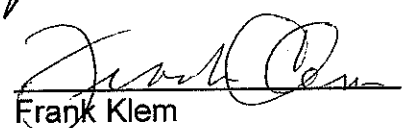

Frank Antonmarchi

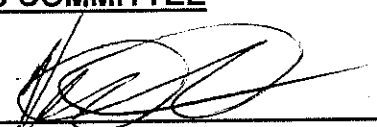

Robert Baxter

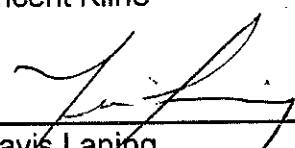

Ronald Cloos

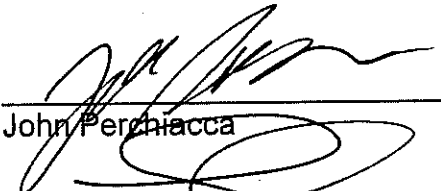

Thane D'Aiello


Robert Gasenheimer

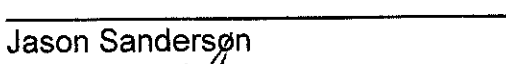

Frank Klem

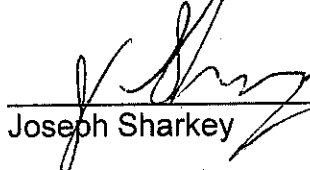

Vincent Kline

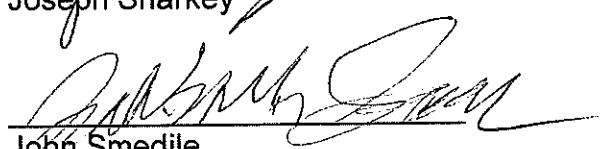

Travis Laning


John Perchiacca


Louis Quaglia


Jason Sanderson


Joseph Sharkey


John Smedile

APPENDIX A

<u>GROUP 1</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Bldg. Maintenance Worker				
Bridge Operator Trainee	37,440	39,000	40,040	41,600
Food Service Worker				
Garage Attendant				
Laborer 1				
Stock Clerk				
<u>GROUP 2</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Bridge Operator				
Bridge Repairer	38,480	40,040	41,080	42,640
Laborer 2				
Maintenance Repairer				
Maintenance Worker 1 Grounds				
Sr. Food Service Worker				
Store Keeper 1				
Traffic Maintenance Worker				
Tree Maintenance Worker 1				
Bldg. Main. Worker/Maint. Worker 1 Grounds				
<u>GROUP 3</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Cook				
Equipment Operator	39,520	41,080	42,120	43,680
Greenskeeper				
Maintenance Worker 2 Grounds				
Recycling Operator				
Road Repairer 2				
Security Guard				
Signal Systems Maintenance Worker				
Sr. Bridge Operator				
Sr. Bridge Repairer				
Sr. Building Maintenance Worker				
Sr. Garage Attendant				
Sr. Maintenance Repairer				
Sr. Traffic Maintenance Worker				
Storekeeper 2				
Tree Maintenance Worker 2				
Truck Driver, Heavy				

APPENDIX A (Continued)

<u>GROUP 4</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Heavy Equip. Operator				
Motor Broom Driver	41,600	43,160	44,200	45,760
Mechanical Repairer, Light Equipment				
Omnibus Operator				
Sign Maker I				
Sr. Cook				
Sr. Greenskeeper				
Sr. Maintenance Repairer Carpenter				
Sr. Maintenance Repairer Electrician				
Sr. Maintenance Repairer Painter				
Sr. Maintenance Repairer Plumber				
Sr. Recycling Operator				
Sr. Security Guard				
Traffic Signal Technician 1				

<u>GROUP 5</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Carpenter				
Electrician	43,680	45,240	46,280	47,840
Locksmith				
Maintenance Repairer, Ref. & A/C				
Mason				
Painter				
Plumber				
Sign Maker 2				
Traffic Signal Technician 2				
Welder				

<u>GROUP 6</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Heavy E/O/Welder				
Sr. Carpenter	44,720	46,280	47,320	48,880
Sr. Electrician				
Sr. Mason				
Sr. Painter				
Sr. Plumber				
Traffic Signal Electrician				
Sr. Maint. Repairer Refrigeration & AC				
Sr. Bridge Construction Worker				

APPENDIX A (Continued)

<u>GROUP 7</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Maintenance Repairer LPL				
Sr. Traffic Signal Electrician	45,760	47,320	48,360	49,920

<u>GROUP 8</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Sr. Maintenance Repairer LPL,				
Sr. Welder	46,800	48,360	49,400	50,440
Locksmith/Senior Maintenance Repairer LPL				

<u>MECHANICS</u>	<u>4/1/23</u>	<u>4/1/24</u>	<u>4/1/25</u>	<u>4/1/26</u>
Mechanic Helper	39,520	41,080	42,120	43,680
Mechanic	50,000	52,000	54,000	56,000
Mechanic Diesel	55,000	57,000	59,000	61,000
Senior Mechanic				
Body & Fender Mechanic	56,500	58,500	60,500	62,500
Mechanic Welder				
Sr Mechanic Diesel	58,000	60,000	62,000	64,000
Sr Body & Fender				