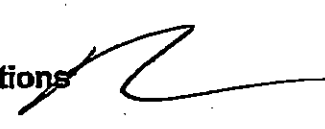


County of Ocean
MEMORANDUM
Employee Relations

TO: Julie Tarrant, County Comptroller/Chief Financial Officer
Joseph Valenti, Warden

FROM: Rob Greitz, Employee Relations 

DATE: April 11, 2024

SUBJECT: Corrections Professional Association
New Contract (April 1, 2023 – March 31, 2027).

CC: Michael J. Fiore, Administrator
Tristin J. Collins, Assistant Administrator

Attached is the Contract and MOU with the Corrections Professional Association. The following are the highlighted changes:

- I. **Duration** – Three years (4/1/2023 – 3/31/26)
- II. **Article 9 (Holidays)** – Juneteenth was added as a holiday effective 2023.
- III. **Article 10 (Longevity)** - Effective 1/4/2024, longevity returns for all employees hired after 4/1/13. There shall be no retroactive effective of this reinstatement of longevity. The new longevity scale includes a new 2.0% level after 5 years. (All other levels remain unchanged.)
- IV. **Article 20 (Hospital, Surgical, Major Medical, Prescription, And Retirement Benefits)** - Effective upon executive of the 2023-2026 collective negotiations agreement:
 - Employees who retire after contract executed need 25 years in Pension system, and 7 of those years must be with Ocean County. (This is a change from the requirement of 15 years with Ocean County).
 - Any employee hired after the execution of the contract – Eligible for OMNIA health insurance only. If the employee wants a greater plan, the employee must pay the difference between OMNIA and the more expensive plan.

- V. **Article 22 (Hours of Work)** – Starting **4/11/2024** = Employees will receive a paid ½ hour lunch to ensure they remain in the building as needed.

VI. **Article 33 (Salaries)**

- Employees working a forty (40) hours workweek shall receive the following increases:

April 1, 2023 – 2.25% or \$2,500.

April 1, 2024 – 2.25% or \$2,500.

April 1, 2025 – 2.25% or \$2,500.

- Minimum Salaries will increase by \$1,040 on each year of the contract.
- The Bi-lingual stipend shall increase to \$2,500 effective April 1, 2024.
- *\$1,500 annual stipend to members of bargaining unit for working on a regular basis inside the jail.*
- **Promotions (Article 28)** - Effective **April 1, 2024**, the promotional increase amount shall be \$3,000 or 6.0%, whichever is greater for the term of this collective negotiations agreement.

If you have any questions, please let me know. I thank you for your attention to this matter.

CONTRACT

BETWEEN

THE OCEAN COUNTY BOARD OF COMMISSIONERS

AND

**OCEAN COUNTY CORRECTIONS PROFESSIONALS
ASSOCIATION**

**REPRESENTING
CORRECTIONS PROFESSIONALS**

APRIL 1, 2023 - MARCH 31, 2027

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AGREEMENT

This Agreement, executed on the 3rd day of April, 2024 has been negotiated between the Ocean County Board of Commissioners, hereinafter referred to as "Board" or "County" and the Ocean County Corrections Professionals Association hereinafter referred to as "Union".

ARTICLE 1 **PURPOSE**

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

ARTICLE 2 **RECOGNITION OF THE UNION**

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

ARTICLE 3 **MANAGEMENT RIGHTS**

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:
1. All management functions and responsibilities which the Board has not expressly modified or restricted by a specific provision of this Agreement.
 2. The right to establish and administer policies and procedures related to personnel matters, Board control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.
 3. To reprimand, suspend, discharge or otherwise discipline employees.
 4. To hire, promote, transfer, assign, re-assign, lay-off and recall employees to work.
 5. To determine the number of employees and the duties to be performed.

6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service.
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.
8. To determine the number, location and operation of divisions, departments, work sections and all other work units of the Board, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
9. To subcontract for any existing or future services as determined necessary by the Board.
10. To make or change Board rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.
11. And otherwise to generally manage the affairs of the Board, attain and maintain full operating efficiency and productivity and to direct the work force.

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

In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Board on behalf of the taxpayers and that the Board cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Board or any of its authorized managerial executives or supervisory personnel.

ARTICLE 4

NO STRIKE CLAUSE

- A. It is recognized that the need for continued and uninterrupted operation of the Board's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The Union covenants and agrees that during the term of this Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Board.

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

ARTICLE 5

GRIEVANCE PROCEDURE

1. Definitions

- A. A "grievance" is an allegation by an employee or the Union that a specific provision of this Agreement has been violated. These grievances may only be submitted to binding arbitration as a final step in the procedure.
- B. All other allegations that there has been a violation, misinterpretation or a misapplication of policies, rules and administrative decisions may be submitted to all steps of the grievance procedure up to the County Administrator's level, and the County Administrator's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.
- C. Nothing in this procedure shall preclude an employee from exercising his/her legal or New Jersey Civil Service Commission's rights.
- D. A "grievant" is an employee who files a grievance.
- E. "Representative" is a person or agent designated to represent either party in this procedure.
- F. "Day" means work day.
- G. "Party in interest" is a person, agent or agency with an interest in the grievance.
- H. "Class grievance" is a formal grievance by two (2) or more employees.
- I. "Group grievance" is the same or similar formal grievance by two (2) or more

employees each in the same department.

2. **Procedures**

- A. Grievances shall be processed promptly and expeditiously.
- B. Formal grievances and appeals shall be filed in writing.
- C. Communications and decisions concerning formal grievances shall be in writing.
- D. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.
- E. Grievances may only be advanced to Step 2 or higher by Union Officers or Shop Stewards.
- F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the County Administrator.
- G. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board.
- H. Failure by the County Administrator to issue a decision within the specified time limits shall render the grievance advanced to the next level.
- I. Class grievances shall be filed at Level 2 within ten (10) days of the occurrence of a class grievance.

3. **Processing**

- A. **Time Limit** - The number of workdays indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

Informal Step - All grievances shall be discussed with the Department Head or representative prior to submission of a written statement as required below.

- B. **Step 1** - The grievant and/or his/her representative shall present a written statement of the alleged grievance to the Department Head. The grievant must file the written grievance within fifteen (15) workdays of the occurrence of the grievance. The Department Head will review the grievance and investigate the facts and submit a written answer to the grievant within

seven (7) workdays of the submission date on the grievance form.

- C. Step 2 - If the grievant is dissatisfied with the answer submitted by the Department Head during the Step 1 of this process, then the Union Representative may appeal the Department Head's written answer within seven (7) work days after receipt of the answer at the first step by the grievant.

The Employee Relations Director or his/her designee shall review the grievance appeal, investigate the facts and submit a written answer to the Union Representative within seven (7) workdays of the submission of the grievance at Step 2.

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

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

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

1. Within twenty (20) work days of the decision of the County Administrator, the Union Representative may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Employee Relations Director.
2. Within ten (10) workdays of such notice the Union Representative shall request a list of arbitrators from the New Jersey Public Employment Relations Commission.
3. Within ten (10) workdays of the receipt of such list, an arbitrator shall be selected by alternately striking names from the list; the Union

Representative striking first. If the arbitrator is unable to serve, another list shall be requested and the process repeated, unless the time is extended by mutual agreement.

4. Within twenty (20) workdays of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing, except as provided otherwise herein.
5. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
6. The arbitrator shall have no power to add to, subtract from or alter the language of this Agreement. He/she shall have no power to make an award inconsistent with law and shall have no power to entertain grievances that constitute violations of this Agreement. The arbitrator shall rule only on the interpretation of the clause of the Agreement involved.
7. The arbitrator shall have no power to make an award or, in any matter which is not within the Board's power to implement, including monetary awards which require appropriations from governmental agencies other than the Board of Commissioners.
8. The arbitrator's decision shall be binding on all parties on matters regarding violations of the contract, except that if his/her decision requires Legislative action, such decisions shall be effective only if such legislation is enacted.
9. The cost of the services of the arbitrator shall be shared equally by the parties in interest.
10. An arbitrator shall be empowered to hear only one grievance for each appointment he/she receives; provided, however, that in the event there is more than one grievance presented and the grievances arise out of the same set of facts or involve the same materially and substantially identical issues, a single arbitrator shall be empowered to adjudicate all such grievances. It is expressly understood and agreed that the grievance procedure shall be the sole and exclusive remedy for all grievances which are arbitrable under this Agreement.

4. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the Board's agencies.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and the Employee Relations Director will distribute the forms as required.
5. Parties in interest will cooperate in investigating and providing pertinent

- information concerning a grievance being processed.
6. Notice of hearings shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Board's premises.
 7. The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union Representative and witnesses who are employees of the Board throughout the grievance procedure. However, no employees or officials will be permitted to investigate or process grievances during working hours without the approval of the Employee Relations Director.

ARTICLE 6 **EMPLOYEE MANUALS**

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

ARTICLE 7 **NON-DISCRIMINATION**

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

ARTICLE 8 **SENIORITY**

- A. Notice of job openings or vacancies within titles covered by this contract shall be posted prior to filling the position.
- B. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer with respect to promotions, however, service will be considered broken for the purpose of this clause, if an employee who has served continuously with the employer for at least one (1) year:
 1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation.
 2. Should an employee retire.
 3. Should an employee suffer a validated dismissal.
 4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Board.
- C. *Seniority shall be given consideration as to choice of position/shift should multiples of these exist within the same job classification.*

- D. The employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirements enunciated by the New Jersey Civil Service Commission and who are subsequently certified by the N.J. Civil Service Commission. In all instances, employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job.
- E. If there are two (2) or more employees with equal skill and ability to perform work at the discretion of the administration, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, then the administration shall promote the employee which it deemed to be next eligible.
- F. Vacations - Whenever more than one employee requests vacation at a job location at any particular time, the administration shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. No employee will be permitted to take a vacation during the peak period of work for his/her department. Peak periods will be designated by the administration each year.

ARTICLE 9 **HOLIDAYS**

Each full-time employee covered by this Agreement shall enjoy the following holidays with pay, to be observed on the dates specified each January by the Board of 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 Day	Christmas Day
Independence Day	

The County may comply in granting a holiday whenever the Board of Commissioners takes an official action to declare an extra holiday.

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

ARTICLE 10
LONGEVITY PAY

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

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

This provision will be eliminated for all new employees hired on or after April 1, 2013.

- B. Effective the pay period which includes January 4, 2024, the elimination of longevity for full-time members of this bargaining unit hired after April 1, 2013 set forth above in paragraph A, shall be eliminated. Thus, as of January 4, 2024, all full-time employee members of this bargaining unit 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 member of this bargaining unit.

ARTICLE 11
BEREAVEMENT PROVISION

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

Such leave will not be taken until the immediate supervisor is notified of the instance of

bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days:

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

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

ARTICLE 12 **PERSONAL LEAVE**

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business which cannot be conducted after the work day. For the purpose of this Agreement, Personal leave days shall be considered as "earned" on January 1st, May 1st and September 1st 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. Personal Leave shall not be unreasonably denied. For new employees in their first calendar year of service, Personal Leave shall be granted as follows:

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

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

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

ARTICLE 13

VACATION LEAVE

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

1. For an employee with no more than twelve (12) months of service...one (1) day, in hours, for each calendar month employed.
2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years...twelve (12) working days, in hours, per year.
3. For an employee who has served four (4) years and one (1) day up to eleven (11) years...fifteen (15) working days, in hours, per year.
4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years...twenty (20) working days, in hours, per year.
5. For an employee who has served nineteen (19) years and one (1) day...twenty-five (25) working days, in hours, per year.

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

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

ARTICLE 14

SICK LEAVE

Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in the first year of service, commencing on the first month or major portion thereof from day of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated shall be credited to the employee in hours. If separation occurs, before the end of the year, and more sick leave has been taken than appropriated, on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick Leave shall accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation, shall not be charged to Sick Leave. Paid holidays occurring during a period of sick leave shall not be charged to Sick Leave.

Employees in the bargaining unit are also eligible for coverage under the County's reimbursement for unused sick days at retirement policy. This policy provides for

reimbursement for unused sick days at retirement on the basis of one-half (1/2) pay for earned and unused sick leave hours to a maximum of \$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.

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

ARTICLE 15 **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 16 **PRODUCTIVITY**

The Union agrees that it will cooperate with the Ocean County Board of Commissioners and its agents in any productivity programs adopted by the Board of Commissioners concerning members of this bargaining unit. The Union agrees that it supports and will cooperate with all efforts of the Board of Commissioners to increase and improve productivity among members of this bargaining unit.

ARTICLE 17 **WORK RULES**

The Board of Commissioners and its managerial executives may, at its discretion, adopt work rules for the efficient and orderly operation of its respective departments. The bargaining agent will be given a copy of any work rules fifteen (15) work days prior to the imposition of those rules and the bargaining agent will be required to make any consultative comments it may have no later than ten (10) work days after receipt of the proposed work rules. The Board of Commissioners will consider the comments of the bargaining agent but the final adoption of the work rules will be a decision of the Board of Commissioners and the implementation of the work rules document will be left to the discretion of the Board of Commissioners and its managerial executives.

ARTICLE 18
PERFORMANCE EVALUATION

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

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

ARTICLE 19
VISION CARE

Vision Care benefits will be afforded to all members of the bargaining unit in accordance with the provisions set forth in the "Guidelines for Ocean County Vision Service Plan".

ARTICLE 20
**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.

- A. The County of Ocean currently provides medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits.
- 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. 1. All employees current and future who retire on or after September 1, 2008 in order to be eligible for the lifetime health benefits upon retirement, must have served a minimum of fifteen (15) of the required twenty-five (25) years with the County.

2. 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.
3. The County will no longer reimburse retirees Medicare Part B Premiums.
4. Effective September 1, 2008, the following changes will affect all new hires:
 - o Employees will be offered the NJ Direct 15 plan, or its replacement. New Hires may elect a higher level of coverage at their own expense, in addition to the chapter 78 contributions.
 - o Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.
5. 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 Chapter 78 contributions.
 - Continuation of spousal coverage after the death of the retiree is not offered to any employee hired after September 1, 2008.

The County shall have the option to enroll all members of the bargaining unit in the 20/35 plan through the SHBP, so long as the County combines this with a Health Reimbursement Account to cover co-pays and out-of-pocket contributions associated with 20/35 plan.

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

ARTICLE 21
FAMILY DENTAL PLAN

All 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 the 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 per patient over a 5 year period)	50%

ARTICLE 22
WORK HOURS

The parties recognize that bargaining unit employees have regular work weeks ranging from 32 1/2 to 40 hours and that the length of the regular work week for any employee is individually designated by the Board of Chosen Freeholders and the managerial executives to whom the employee reports. Either party may request a change in this practice and such request is to be the subject of negotiations.

However, the parties further recognize that optimum efficiency and productivity may require adjustments from time to time to the number of regular hours in a work week for individual employees. Accordingly, the parties agree that the regular work week for employees may be adjusted to a greater or lesser number of hours and that base salaries for employees whose regular work week is so adjusted shall be expanded or contracted by 7 1/2% for each 2 1/2 hours the regular work week is correspondingly lengthened or shortened.

All Ocean County Corrections Professionals shall continue to enjoy a one (1) hour daily lunch period, as well as two (2) fifteen minute breaks, one in the morning and one in the afternoon, which may be taken away from the employee work area.

The one (1) hour unpaid daily lunch period referenced above, may be modified to one-half (1/2) hour unpaid lunch period at the request of a Corrections Professional and with the prior consent of the Department Head. Such request shall be based on seniority and will normally be reviewed and may be modified at least annually.

Based upon the unique nature of the department of corrections, effective the start of the pay period immediately after execution of the collective negotiations agreement, all Ocean County Corrections Professionals represented by this bargaining unit shall work an eight (8) hours day with a one-half hour (1/2 hour) paid lunch, so long as the employee stays within the building and is available and able to conduct business during that time if necessary.

ARTICLE 23 **OVERTIME**

All employees shall be expected to complete their work in the time allotted during the normal working day. Any forty (40) hour per week employee scheduled to work beyond his/her regularly scheduled work day shall be paid at the rate of one and one-half (1 1/2X) times their base pay after the completion of eight (8) hours work in any scheduled work day or forty (40) hours in any scheduled work week.

Employees who work less than a forty (40) hour per week schedule, (i.e. 35 hours, 37.5 hours) shall receive straight time compensation for hours worked up to forty (40) hours in a workweek. Any hours worked passed forty (40) hours in a work week shall be compensated at one and one-half (1 1/2X) times their base pay.

For the purpose of this Article, work means work performed and specifically excludes any leave time.

If an employee is required to work on a Saturday or Sunday, unless those days are part of the employee's normal work week or schedule, he/she shall receive overtime compensation for hours worked on the weekend at the rate of one and one-half (1 1/2X) times the base hourly wage.

At the request of the employee and with the prior approval of the Warden or designee, the employee may receive compensatory time at the applicable rate.

ARTICLE 24 **RIGHTS AND PRIVILEGES OF THE UNION**

- A. The employer agrees to make available to the Union all available public information concerning negotiable matters between the County and the Union necessary to process any grievance or complaint. All requests shall be made through the Employee Relations Department. No confidential labor relations information shall

be made available at any time to the Union if the disclosure of same would in any way undermine the bargaining position of the County.

- B. Whenever any representative of the Union or a supervisor is mutually agreed by the County and the Union to participate during working hours in negotiations, grievance procedures, labor relations, conferences or meetings, he/she shall suffer no loss in pay. The person involved has the responsibility of notifying the employee's immediate supervisor.
- C. The Union has the right to utilize any employee bulletin board that currently exists and inter-office mail facilities of the County to contact members of the bargaining unit.
- D. The Union shall have a total of five (5) union days to be used for Union business leave in each year of the contract. The request for Union leave shall be made by the Union President to the Warden for approval and the request shall set forth the for the name of the member and basis for requested leave.

ARTICLE 25 **DUES CHECKOFF**

Following the successful completion of the ninety (90) day working test period, the employer agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the County against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Ocean County Corrections Professionals Association. A list of the names of deductees will be forwarded annually.

ARTICLE 26 **AGENCY SHOP**

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

ARTICLE 27
UNIFORM ALLOWANCE AND MAINTENANCE

Effective calendar year 2018, employees under this bargaining unit who are required, by the Warden, to wear a uniform shall receive payment to defray the cost of uniform purchase and maintenance of Eight Hundred Dollars (\$800). These payments shall be made as follows:

A. Care and Maintenance

The cost for care and maintenance of these uniforms shall be Four Hundred Twenty-Five Dollars (\$425). This stipend shall be payable in two payments of Two Hundred Twelve Dollars and Fifty Cents (\$212.50) each, on or before June 1st and December 1st, for the duration of this contract. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis. This stipend shall be available to any member of the bargaining unit that is required by the Warden to wear a uniform.

B. Uniform Purchase

An annual payment of Three Hundred Seventy-Five Dollars (\$375) for uniform allowance will be issued on or before April 1st of each contract year, to defray the cost of purchasing the prescribed uniform. This stipend shall be available to any member of the bargaining unit that is required by the Warden to wear a uniform.

C. New Hires

Newly hired employees shall be reimbursed for the initial uniform issue as determined by the Warden. If a new employee completes his/her first 90 days of employment, on or before December 31st, he/she shall additionally be eligible for the uniform purchase allowance described in the preceding paragraph on the subsequent April 1st. Otherwise, the employees shall not be eligible for uniform allowance until the subsequent contract year.

All employees who are required to wear and maintain the prescribed uniform must do so. Failure to do so may result in disciplinary action.

ARTICLE 28
SALARY

- A.** The minimum salaries for titles covered by this Agreement shall be increased by two thousand (\$2,000) in Years One and Two, and then by One Thousand Seven Hundred Fifty (\$1,750) in Years Three and Four, as forth in Appendix A, which is attached hereto and made a part hereof.

B. **Salary Increases**

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), applied to their March 31, 2023 base salary, or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

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), applied to their March 31, 2024 base salary, or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

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), applied to their March 31, 2025 base salary, or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

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), applied to their March 31, 2026 base salary, or the new minimum, whichever is greater. Members working less than forty (40) hours a week shall be pro-rated.

- B. **Minimum Salaries** – The minimum salaries will increase by \$1,040 in each year of the contract.
- C. Employees within this bargaining unit who are assigned on to work within the Ocean County Jail on a regular basis shall receive an annual stipend of \$1,500.
- D. **Promotional Remuneration** – Effective April 1, 2024, the promotional increase amount shall be \$3,000 or 6.0%, whichever is greater for the term of this collective negotiations agreement.

ARTICLE 29
FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement

represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

ARTICLE 30
DURATION

The terms and conditions set forth in this Agreement shall become effective on April 1, 2023 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 3rd day of April, 2024.

ATTEST:

**FOR THE OCEAN COUNTY BOARD
OF COMMISSIONERS**

Michelle I. Gunther
Michelle I. Gunther
Clerk of the Board 4/5/2024

Barbara Jo Crea
Barbara Jo Crea
Commission Director

WITNESS:

**FOR THE OCEAN COUNTY
CORRECTIONS PROFESSIONALS
ASSOCIATION**

Douglas Debra
witness

Lorene Jaeger
witness

Phil DeHais
W. J. [Signature]

**APPENDIX A
MINIMUM SALARIES**

<u>Title</u>	<u>4/1/2023</u>	<u>4/1/2024</u>	<u>4/1/2025</u>	<u>4/1/2026</u>
<u>Group A</u> Accounting Assistant Investigator Sergeant, Penal Institution	\$39,700	\$41,700	\$43,450	\$45,200
<u>Group B</u> Social Service Assistant	\$41,700	\$43,700	\$45,450	\$47,200
<u>Group C</u> Analyst Trainee Classification Officer 1 Counselor, Penal Institution Social Worker	\$42,700	\$44,700	46,450	\$47,200
<u>Group D</u> Accountant Classification Officer 2 Senior Counselor, Penal Institution Social Worker Institutions	\$45,700	\$47,700	\$49,450	\$51,200
<u>Group E</u> Senior Program Analyst Supervising Property Clerk	\$47,700	\$49,700	\$51,450	\$53,200